Tab 1

Board and Ad Hoc Member List

Florida Healthy Kids Corporation
Board and Ad Hoc Member List

OFFICERS:

Jillian Hasner
Board Chair
Florida Department of Financial Services Delegate

VACANT
Board Vice Chair

VACANT
Board Secretary/Treasurer

MEMBERS:

Jose Armas, MD
Child Health Policy Expert Representative

Peggy Aune, EdD
Florida Department of Education

Commissioner Dave Eggers
Florida Association of Counties Representative

Robert English, MD, FAAP, FACC, FSCAI
Florida Chapter of the American Academy of Pediatrics

Brea Rasmussen Gelin
Florida Hospital Association Representative

Robert Karch, MD, MPH, FAAP
Florida Department of Health Representative

Brian Meyer
Florida Agency for Health Care Administration Delegate

Amra A. Resic, MD, FAFP
Florida Academy of Family Physicians Representative

Bridget Royster
Department of Children and Families Delegate

Anna Simmons, MSW
Children's Medical Services Representative

VACANT
Florida Dental Association Representative

VACANT
State Medicaid Program Representative

AD HOC MEMBERS:

Steve Freedman, PhD
University of South Florida College of Public Health

Paul Whitfield
Florida Department of Financial Services

Tab 2

Consent Agenda

FLORIDA HEALTHY KIDS CORPORATION
BOARD OF DIRECTORS MEETING
April 29, 2026

Consent Agenda

Behind Tab II is the Consent Agenda. These items are considered routine and are enacted by one motion. There will be no separate discussion of these items unless removal of the item from the Consent Agenda is requested by a Board Member, at which time we will take it off the agenda and discuss it separately. You have all been provided with copies of the items in advance of today's meeting, and the supporting documents for each of these items are in the Consent Agenda located behind the referenced tab in your materials.

Consent Item (1)
Approve Minutes of the Board of Directors Meeting – January 14, 2026

Summary: The Board of Directors of the Florida Healthy Kids Corporation (FHKC) met in Tallahassee on January 14, 2026. The agenda included a welcome and introduction from the Chair; as well as reports from the Chair, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and the Chief Marketing Officer. The Board voted to approve the Consent Agenda for the previous meeting, the October 23, 2025, the Corporate/Board Documents, Financial Statements including an FY 2025-26 Budget Amendment, a Cyber Security Internal Audit, and the annual Internal Audit Plan.

FLORIDA HEALTHY KIDS CORPORATION
Board of Directors Meeting
Hotel Duval, Tallahassee, FL
January 14, 2026
9:00 A.M. – 1:00 P.M.

Board of Directors Present:

Ms. Jillian Hasner, Chair
Dr. Jose Armas, Child Health Policy Expert
Dr. Peggy Aune, Florida Department of Education
Commissioner Dave Eggers, Florida Association of Counties
Ms. Andrea Gary, Children's Medical Services Designee
Dr. Robert Karch, Florida Department of Health Designee
Ms. Brea Rasmussen Gelin, Florida Hospital Association Representative
Dr. Amra Resic, Florida Academy of Family Physicians
Ms. Bridget Royster, Florida Department of Children & Families Designee
Dr. Steve Freedman, Ad Hoc Board Member
Mr. Paul Whitfield, Ad Hoc Board Member

Board of Directors Absent:

Dr. Robert English, Florida Chapter of the American Academy of Pediatrics
Mr. Brian Meyer, Agency for Health Care Administration Designee

Others in attendance:

Geoffrey Adams, Law, Redd, Crona & Munroe
Tyreana Andre, Florida Healthy Kids Corporation
Lucia Arellano, Simply Healthcare Plans
Becca Baity, Florida Healthy Kids Corporation
Leon Biegalski, Florida Healthy Kids Corporation
Hugh Black, Florida Healthy Kids Corporation
Michael Brennan, Maximus
Precious Boatwright, Florida Healthy Kids Corporation
Dawn Boyle, Maximus
Diane Buchholz, Maximus
Ashley Carr, Florida Healthy Kids Corporation
Frank Castaneda, Community Care Plan
Kim Chope, Aetna
Charles Clayton, Maximus
Ann Dalton, Agency for Health Care Administration
Olivia Davidson, Florida Healthy Kids Corporation
Joanna Dela Merced, Maximus
Vickie Dugat, USF CKC
Delia Finnerty, Law, Redd, Crona & Munroe
Justin Fisher, Florida Healthy Kids Corporation
Kenneth Fisher, Maximus

Katie Fuller, Florida Healthy Kids Corporation
Serina Frazier, Agency for Health Care Administration
Suzetta Furlong, Florida Healthy Kids Corporation
Joy Garner, Florida Healthy Kids Corporation
Daralice Gomez, Simply Healthcare Plans
Brittany Gray, DentaQuest
Jena Grignon, Florida Healthy Kids Corporation
Melanie Hall, Florida Association of Children's Hospitals
Erik Harris, Maximus
Laura Herold, Florida Healthy Kids Corporation
Sonja Hollen-Curry, Maximus
Kaitlyn Hunt, Florida Healthy Kids Corporation
Jennifer Johnson, Maximus
Daisy King, Florida Department of Health
Christine Knowles, Maximus
Gisella Lamkin, Maximus
Lindsay Lichti, Florida Healthy Kids Corporation
Julie Lauder, Aetna
Kyle McClone, Milliman
Jack McDermott, Florida Healthy Kids Corporation
Shane McPherson, Florida Healthy Kids Corporation
Antonio Murphy, Florida Healthy Kids Corporation
Bryan Peters, Florida Office of Insurance Regulation
Stacy Plymale, DentaQuest
Arvind Rampersaud, Community Care Plan
Debbie Shoup, Florida Healthy Kids Corporation
Hira Siddiqui, Qsource
Matt Sirmans, Florida Healthy Kids Corporation
Kristin Snyder, Liberty Dental
Sammie Spence, DentaQuest
Lindsay Sullivan, Aetna
Harry Sundberg, Maximus
Kumara Tadepalli, Florida Healthy Kids Corporation
David Tillotson, Florida Healthy Kids Corporation
Anne Tills, Maximus
Ryan West, Florida Healthy Kids Corporation
Elaine Wiley, Maximus
Shannon Windle, Maximus

MINUTES:

I. Welcome and Introductions

Jillian Hasner, Board Chair

Ryan West, Chief Executive Officer, welcomed two new members to the Board, Board Chair Jillian Hasner and Brea Rassmussen Gelin. Chair Hasner called the meeting of the Florida

Healthy Kids Corporation (FHKC or Corporation) Board of Directors (Board) to order at 9:03 a.m. She reminded Board members of their fiduciary duty to act in the best interests of FHKC, the children, and families it serves. Chair Hasner also reminded members of their primary duty to exercise independent judgment for the overall benefit of the Corporation and not for the constituency, association, or agency they otherwise represent. Precious Boatwright called the roll and determined a quorum was present.

Chair Hasner welcomed special guests Melanie Hall, Florida Association of Children's Hospitals; Geoffrey Adams, Law, Redd, Crona & Munroe; and Kyle McClone, Milliman, and those attending in the audience and on Teams.

II. Consent Agenda

Leon Biegalski, Florida Healthy Kids Corporation

Leon Biegalski, Chief Legal Officer, was recognized to present the Consent Agenda. Chair Hasner asked for a motion to approve the Consent Agenda. Dr. Robert Karch moved the motion; Andrea Gary seconded the motion.

ACTION: Approve the Consent Agenda.
This motion was approved.

III. Executive Reports

Chair Report
Jillian Hasner, Board Chair
Melanie Hall, Florida Association of Children's Hospitals

Chair Hasner began her report by sharing a story from one of the Children's Health Insurance Program (CHIP) families FHKC serves. This story was submitted to the Corporation by one of the health plans to showcase the program's real-life impact.

A. Florida KidCare + Children's Hospitals: A Longstanding Partnership

Melanie Hall began her presentation by providing background and history on herself and the Florida Association of Children's Hospitals (FACH). The Association was organized to enhance and improve children's healthcare in Florida by focusing on patient care, education, research, and child advocacy. FACH hospitals provide 58.6 percent of all pediatric ICU beds, 28 percent of pediatric trauma care, 60 percent of NICU level IV beds, and 62.5 percent of pediatric organ transplants while representing less than five percent of all Florida hospitals.

In partnership with FHKC, FACH has provided training to the financial services, social work, and revenue maximization departments of member hospitals. The focus of this partnership is advocacy, training and education, and process improvement.

Chief Executive Officer Report
Ryan West, Florida Healthy Kids Corporation
Bobby Gorantla, KPMG

A. Corporate/Board Governance Documents

Mr. Biegalski informed the Board that most of the governance documents were updated last year and there were no recommended changes to the Bylaws, Standard Code of Conduct, or the Committee Charters for Community Outreach and Marketing, Operational Efficiency and Quality, or Finance and Audit.

The one document with proposed changes is the Internal Audit Activity Charter as recommended by the Internal Auditor. The two biggest, yet non-substantive changes are the introduction of numbering and lettering to facilitate easier referencing of the charter and the addition of versioning at the bottom of the document. Other changes are also not substantive to the charter's charges but simply reflect wordsmithing.

Chair Hasner asked if there was objection to addressing all Corporate Governance Documents as one motion. As there was no objection, she asked for a motion to approve all Corporate/Board Governance Documents. Commissioner Dave Eggers moved the motion; Brea Rasmussen Gelin seconded the motion.

ACTION: Approve All Corporate/Board Governance Documents. This motion was approved.

B. KidCare+

Federal CMS continues to review how they want to proceed with pending issues and both parties (AHCA/CMS) are exploring avenues to move forward that would remove the need for further litigation. The lawsuit is based on the disenrollment of families who do not pay a monthly premium. This is intertwined with KidCare+ implementation.

FHKC is staying engaged with state agency partners and its third-party administrator, Maximus, to ensure alignment when final approval is granted. When pending issues are resolved, FHKC will communicate premium changes to families and make last-minute system changes. Ashley Carr, Chief Marketing Officer, and team have created a communications campaign which FHKC will unveil at the appropriate time. The Board will continue to be updated on this issue.

Dr. Steve Freedman asked Mr. West to talk about what KidCare+ is for those who were not around in 2023/24 sessions. Mr. West explained that KidCare+ is a result of HB 121 being passed by the legislature in 2023 and signed into law by Governor DeSantis raising the eligibility threshold for the CHIP program from 200 percent to 300 percent.

Dr. Freedman asked how many kids would be affected once implementation happened. Mr. West responded it would be approximately 27,000 to 40,000 new kids. *(time stamp – 29:57)*

Chief Operating Officer Report
Suzetta Furlong, Florida Healthy Kids Corporation
Lindsay Lichti, Florida Healthy Kids Corporation

A. Looking Ahead

Suzetta Furlong, Chief Operating Officer, was recognized to provide the COO report. She informed the Board that KidCare enrollment has steadily increased from the low point in May 2023 (110,082 children). As of January 2026, enrollment is over 196,000.

Ms. Furlong gave updates on the TPA implementation regarding the new contract and system, which will provide new ways to communicate with families, a new business intelligence platform, and more vendor accountability.

Healthy Kids is working with its actuary, Milliman, and the health and dental plans to develop rates for the next state fiscal year. These rates will be presented to the Board at the next meeting.

Federal regulations require states to conduct an audit of claims and encounter data every three years. The Board previously approved funding for the dental periodic audits, which is underway. Staff will present the audit proposal for the health plans at the next Board meeting.

B. Health and Dental Quality Reports – Part 1

Linsay Lichti, Deputy Director of Plan and Quality Management, began the reports by explaining that FHKC is required by federal regulation to conduct external quality reviews by independent organizations. Qsource, the Corporation's external quality review vendor, assesses quality, access, and timeliness of care involving detailed data collection and analysis.

The presentation covered half of the annual EQRO activities. The remainder will be presented at the next Board meeting. The activities discussed included the compliance assessment and performance measures. The compliance assessment is conducted over a three-year period. This allows Qsource to conduct a more thorough review and ensure that findings from the previous year are corrected timely. The health plans all scored 100 percent on compliance activities for this past year. The dental plans scored 93 percent or higher.

A selection of the performance measures were presented. Not all performance measures can be presented because there are over well over 100 data points per plan because of the number of submeasures and breakouts. Measures presented include well-child visits, vaccination rates, follow-up after hospitalization for mental illness, and dental care utilization.

Dr. Freedman asked if the combinations 1 (Meningococcal & Tdap) and 2 (Meningococcal, Tdap, & HPV) immunizations were additive. Ms. Lichti responded each one is measured independently but for combination 1 and 2 it's looking at the pool of enrollees who received combination of one or both. When looking at Tdap, it could include those who also received Meningococcal or just Tdap. *(time stamp – 45:11)*

Ms. Gary asked if there was a target for the plans or if it was the national median regarding well care visits and follow up after hospitalization for mental illness. Ms. Lichti responded there is no formal target or liquidated damage attached to those metrics. FHKC assesses them but there is no consequence or benefit to the plan. *(time stamp – 48:35)*

Dr. Freedman asked Ms. Furlong to provide the distinction between Healthy Kids and KidCare. Ms. Furlong stated that KidCare is the brand comprising Medicaid for children, MediKids, the Children's Medical Services (CMS) Health Plan, and Florida Healthy Kids. Many people consider Medicaid to be separate, so Florida KidCare includes the Children's Health Insurance Program (CHIP) funded by state and federal dollars and the Full-Pay program, primarily paid by the family. KidCare includes Healthy Kids which cover children five years of age through their eighteenth year. MediKids cover children one year to five years (then they age up to Healthy Kids). The CMS Health Plan is a CHIP only program covering children who meet certain clinical eligibility requirements determined by the Department of Health. The Agency for Healthcare Administration administers the health and dental insurance benefits for both CMS Health Plan and MediKids. FHKC administers the eligibility and enrollment for entire KidCare population except Medicaid which is administered through the Department of Children and Families. *(time stamp – 49:20)*

Dr. Peggy Aune asked if the provider not being available to the family was a factor regarding the follow-up within seven days after hospitalization for mental illness. Ms. Lichti responded it is variable. It depends on the individual child's family who may also be facing multiple barriers. *(time stamp – 51:41)*

Ms. Rasmussen Gelin asked when the performance improvement plan (PIP) was triggered and if it was when performance fell below the national median. Ms. Lichti responded the PIPs are from a federal EQRO sense which is a formal process improvement almost scientific study activity that is very prescriptive at the federal level and not due to failure to perform. It is not punitive or triggered by anything. There are a set number of PIPs typically conducted over a three-year period which are validated by the EQRO according to the federal regulations. *(time stamp – 52:25)*

Ms. Gary asked if telehealth visits would factor in regarding provider availability following hospitalization within the seven-day requirement. Ms. Lichti responded she would have to check the PIPs but believed they would. *(time stamp – 53:57)*

C. Population Health Report

The Population Health Report focused on the cost of providing services to CHIP enrollees compared to Full-Pay enrollees. Mr. West noted prior to the presentation specifically as it

related to the full-pay plan, FHKC has been in ongoing discussions with legislative budget staff regarding the program, specifically the funding methodology for the program and upward pressure on costs related to the program. The statewide budget projections appear to be tightening. Projections are showing that the state will need to increase its subsidization of the program in the coming years to maintain current family premiums. Legislative staff has requested a myriad of analysis and data from the Corporation's actuaries to better understand this issue. This appears to be FHKC's only legislative issue for this session.

Dr. Freedman requested an analysis of how many enrolled Healthy Kids would have been in or clinically eligible for CMS and the impact on KidCare. Ms. Furlong thanked Dr. Freedman and stated it has been looked at in the past and can be provided. Ms. Furlong noted that families can opt out of CMS. If they qualify for CHIP, they can choose to be in one of those programs per statute. *(time stamp – 57:28)*

Scoliosis was the top musculoskeletal diagnosis, ADHD was the top behavioral health diagnosis, and acute pharyngitis was the top respiratory diagnosis by cost for all enrollees. Cerebral palsy was the top neurological diagnosis and Crohn's disease was the top digestive diagnosis for full-pay.

Full pay enrollees make up 17 percent of the KidCare population and drug costs are approximately $22,900,000. CHIP enrollees make up 83 percent, and their costs are approximately $31,100,000. The top specialty drug is Somatropin (growth hormone) and the top non-specialty drug is Fluticasone Propionate HFA (allergy medicine). The full-pay spend tends disproportionate to enrollment size in most categories, particularly in drug costs and inpatient diagnoses.

Emergency department visits are generally in line with full-pay and CHIP enrollment ratios. Paid claims are slightly more expensive for full-pay than CHIP. For outpatient spend, 34 percent of it was incurred by full-pay. Telehealth visits more closely reflect the enrollee ratio. $2,100,000 approximately for full-pay compared to $6,300,000 approximately for CHIP.

The gap for high-cost claimants (those with spends of over $100,000) continues to grow exponentially. In SFY 21/22, high cost claimants cost $23.8 million for full-pay and under $17.5 million for CHIP. By SFY 24/25, high claimant costs for full-pay neared $70,000,000 compared to $41,000,000 for CHIP in .

Dr. Freedman complimented Ms. Lichti's presentation and asked if data was available for the effect of HB 121 on the full-pay population. Ms. Furlong stated FHKC could provide the information. *(time stamp – 1:13:35)*

Chief Financial Officer Report
Antonio Murphy, Florida Healthy Kids Corporation
Kyle McClone, Milliman
Geoffrey Adams, Law, Redd, Crona & Munroe

A. Milliman Full-Pay Analysis

Antonio Murphy, Chief Financial Officer, was recognized to present the CFO report. He introduced Kyle McClone of Milliman to present the Full-Pay Analysis. The analysis covered the changes in both the CHIP and full-pay programs. A slow uptick (drop during COVID and Medicaid redetermination) was shown in the subsidized enrollment numbers with trends of four to eight percent annual cost increase. The steady uptick in the full-pay enrollment numbers has continued. The cost of this population continues to increase at a rapid rate with trends of 20 percent annually. This is far beyond industry standard trends.

Mr. McClone concluded that if trends continue the way they are, the statute required $5.00 (roughly two percent) yearly increase in the family contribution to premium will not sustain the 20 percent yearly cost increase. Potential options for the full-pay program are being considered.

Ms. Gary noted that for chronically ill children or those with chronic conditions there is no full-pay option. CMS is only subsidized. Those children who are eligible for KidCare, Healthy Kids is their only option which is why you see some of those children intermingled in that population and not on a CMS plan because the income is prohibitive. Mr. McClone agreed and stated that is why HB 121 would shift those individuals in that 200-300 percent range that are enrolled in the full-pay plan that would meet CMS eligibility.

B. Year-to-Date Unaudited Financial Statements

Mr. Murphy reminded the Board that the Corporation is set up as a component unit of state of Florida government, meaning that although the Corporation was created by law and a legally separate organization, the Corporation's financial information is included in the state's annual financial statements.

Child enrollment in the Corporation's CHIP and Full-Pay programs is what primarily generates revenues and expenses, it is expected that annual enrollment activity shapes the financial statements. The Consolidated Statement of Revenues and Expenses Compared to Budget showed the breakdown of both the Corporation's revenue and expenses by category. The Corporation's current fiscal year revenue was $211,000,000 as of November 30, with expenses totaling $209,700,000. This illustrated that the Corporation was operating within the financial budget previously approved. Through November 30, the Corporation's operating expenses represented 40.6 percent of the total budget for the fiscal year. This spending was on target for the first five months.

The Statement of Net Position showed that as of November, the Corporation closed the month with total assets of $45,800,000, liabilities of $31,700,000, and a Net Position of $14,100,000. This was an overall increase from June 30, 2025, by $1,400,000. This increase was attributed to gains in the Corporation's Full-Pay program.

Chair Hasner asked for a motion to approve the Year-to-Date Audited [SIC] Financial Statements. Commissioner Eggers moved the motion; Dr. Karch seconded the motion.

ACTION: **Approve the Year-to-Date Audited [sic] Financial Statements. This motion was approved.**

C. Fiscal Year 2025-26 Budget Amendment

This was the second Budget Amendment this fiscal year to keep the Corporation's budget aligned with the state's budgeting system and legislative budgeting data. The adjustments are based on the KidCare Caseload and Expenditures Social Services Estimating Conferences held this fall. The revenue and expense adjustments have been adjusted to match current enrollment trends. In net, the adjustments to the previously approved Budget Amendment decrease Revenues by $11,700,000 or two percent, with an offsetting adjustment to insurance carrier and TPA costs. With this amendment, there is an increase to the Staff & Board category of $5,000 with an offset to the Other category having a net effect of zero. The amended Operating Budget is balanced as there is no increase or decrease in the calculated Change in Fund Net Position and this amendment has no impact on the use of the Corporation's private funds.

Chair Hasner asked for a motion to approve the Fiscal Year 25-26 Budget Amendment. Ms. Rasmussen Gelin moved the motion; Commissioner Eggers seconded the motion.

ACTION: **Approve the Fiscal Year 2025-26 Budget Amendment. This motion was approved.**

D. Cyber Security Internal Audit

Geoffrey Adams of Law, Redd, Crona & Munroe presented the Cyber Security Internal Audit. He informed the Board that the follow-up showed all previous findings had been resolved.

Chair Hasner asked for a motion to approve the Cyber Security Internal Audit. Commissioner Eggers moved the motion; Dr. Aune seconded the motion.

ACTION: **Approve the Cyber Security Internal Audit. This motion was approved.**

E. Internal Audit Plan

Mr. Adams stated Phase 3 of the Cybersecurity Controls was the next step of the Internal Audit and provided an outline for the remaining steps of the plan regarding Maximus and procurements.

Dr. Aune asked if the Parent Portal and app were part of the review. Mr. Adams responded the parent portal would be in scope, as Ms. Furlong pointed out that the app was not active.

Chair Hasner asked for a motion to approve the Internal Audit Plan. Commissioner Eggers moved the motion; Ms. Gary seconded the motion.

ACTION: **Approve the Internal Audit Plan.**
This motion was approved.

Chief Marketing Officer Report
Ashley Carr, Florida Healthy Kids Corporation

A. Marketing and Advertising

Ashley Carr, Chief Marketing Officer, provided an overview on "Drop the cost, not the care," "Health Insurance 101,"and "KidCare +," and the milestone campaigns.

B. Community Outreach and Partnerships

The back-to-school events resulted in over 90,000 individuals educated with 367 speaking roles/materials provided at 316 events. The partner goals exceeded expectations by 293 percent.

The two training modules in Absorb LMS resulted in 421 individuals being educated on KidCare.

Dr. Freedman lauded the achievements of the assisters and how inspiring their passion and care is when helping the families. Ms. Carr agreed, stating it was a wonderful point and expounded on the assisters relationship with FHKC staff. *(time stamp – 2:12:51)*

Ms. Rasmussen Gelin asked if there was a noticeable uptick in enrollment due to the ending of the enhanced tax credits. Ms. Carr responded FHKC would have to look at that as the data presented was through December which shows a positive trend; however, due to seasonality November, December, and January usually show a dip in enrollees. *(time stamp – 2:14:50)*

IV. Other Business

Chair Hasner opened the floor to the Board and then the public for comment. Hearing none, she opened the floor to the Board extending the opportunity to share any announcements. Chair Hasner informed the Board the next meetings have been finalized, shared the dates, and said the remaining 2026 dates will be sent out by email. With no other business to discuss, Chair Hasner requested a motion to adjourn the meeting. Dr. Jose Armas moved the motion. Ms. Gary seconded the motion. The meeting adjourned at 11:16 a.m.

ACTION: **Adjourn Meeting.**
This motion was approved.

Tab 3

Chair Report

Tab 3C

Committee Charters

FLORIDA HEALTHY KIDS CORPORATION
Community Outreach and Marketing Committee Charter

Purpose

The purpose of the Community Outreach and Marketing Committee (the "Committee") of the Board of the Directors (the "Board") of Florida Healthy Kids Corporation (the "Corporation") is to provide input on the Corporation's plans and activities related to brand awareness and education, and enrollment and retention, as well as the use of plan benefits.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The Committee shall comprise at least five members. All members of the Committee shall:

1. Understand and/or have previous work experience in marketing, communications or community outreach.

2. Be free of any conflict of interest that could foreseeably arise, such as when the Committee would likely consider measures that are related to a contract the Committee member (or their relative, business associate, or employer) has with the Corporation.

Committee Duties and Responsibilities

The Committee may convene as needed to:

1. Provide input on the Corporation's comprehensive marketing strategies to attract and retain enrollees in Florida KidCare health and dental plans, as well as to encourage enrollees to fully utilize plan benefits.

2. Monitor promotional messaging to ensure it remains family-centered and easy to understand.

3. Seek opportunities to expand the role of the Corporation's executive staff in representing the Corporation to partners and stakeholders.

4. Identify, propose, and monitor new methods of community outreach and/or new community outreach partners that effectively target new and/or consistently hard-to-reach populations.

5. Conduct other activities at the direction of the Board or Board Chair.

Items within the Committee's purview may be taken to the Board without first being heard by the Committee.

FLORIDA HEALTHY KIDS CORPORATION
Community Outreach and Marketing Committee Charter

Purpose

The purpose of the Community Outreach and Marketing Committee (the "Committee") of the Board of the Directors (the "Board") of Florida Healthy Kids Corporation (the "Corporation") is to provide input on the Corporation's plans and activities related to brand awareness and education, and enrollment and retention, as well as the use of plan benefits.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The Committee shall comprise ~~be comprised of~~ at least five ~~(5)~~ members. ~~, including two (2) members of the Board. A member of the Board shall serve as the Committee Chair.~~ All members of the Committee shall:

1. Understand and/or have previous work experience in marketing, communications or community outreach.

2. Be free of any conflict of interest that could foreseeably arise, such as when the Committee would likely consider measures that are related to a contract the Committee member (or their relative, business associate, or employer) has with the Corporation.

~~Additional non-voting or advisory members with relevant subject matter expertise may be added.~~

Committee Duties and Responsibilities

The Committee ~~shall have the following duties and responsibilities; however, items within the Committee's purview may be brought to the Board without first being heard by the Committee:~~may convene as needed to:

1. Provide input on the Corporation's comprehensive marketing strategies to attract and retain enrollees in Florida KidCare health and dental plans, as well as to encourage enrollees to fully utilize plan benefits.

2. Monitor promotional messaging to ensure it remains family-centered and easy to understand.

3. Seek opportunities to expand the role of the Corporation's executive staff in representing the Corporation to partners and stakeholders.

4. Identify, propose, and monitor new methods of community outreach and/or new community outreach partners that effectively target new and/or consistently hard-to-reach populations.

~~5. At least on an annual basis, advise on corporate or governance documents.~~

5. Conduct other activities at the direction of the Board or Board Chair.

~~i~~Items within the Committee's purview may be ~~brought~~ taken to the Board without first being heard by the Committee.

FLORIDA HEALTHY KIDS CORPORATION
Operational Efficiency and Quality Committee Charter

Purpose

The purpose of the Operational Efficiency and Quality Committee ("Committee") of the Board of Directors ("Board") of Florida Healthy Kids Corporation ("Corporation") is to assist the Board in overseeing the efficient provision of quality services to Florida KidCare families, as well as vetting procurement and contracting documents.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The committee shall comprise at least five members. All members of the Committee shall:

1. Be free of any conflict of interest that may interfere with the exercise of independent judgment regarding the operational management of the Corporation.
2. Be able to read and understand the Corporation's procurement and contract documents, quality reports, charts, tables, and other information pertaining to operational efficiency and quality management or undergo an orientation provided by corporate staff within a reasonable time of appointment.
3. Have a general understanding of and/or experience in contracting matters; the provision of call center, eligibility, medical, and/or dental services; or undergo an orientation provided by corporate staff within a reasonable time of appointment.

Committee Duties and Responsibilities

1. The Committee may convene as needed to: Provide guidance on opportunities to improve patient health outcomes and customer service, as well as process efficiencies between the Corporation and Florida KidCare agency partners.
2. Monitor and advise on the delivery and quality of health and dental benefits and services provided to Florida Healthy Kids enrollees.
3. Monitor and advise on the delivery and quality of eligibility and related services provided to Florida KidCare enrollees.
4. Review relevant procurement documents.

5. Review relevant contracts and amendments with an annual value of more than $50,000 per year. Note: contract amendments pertaining only to rate or cost adjustments may be reviewed by only the Finance and Audit Committee.

6. Conduct other activities at the direction of the Board or Board Chair.

Items within the Committee's purview may be taken to the Board without first being heard by the Committee.

FLORIDA HEALTHY KIDS CORPORATION
Operational Efficiency and Quality Committee Charter

Purpose

The purpose of the Operational Efficiency and Quality Committee ("Committee") of the Board of Directors ("Board") of Florida Healthy Kids Corporation ("Corporation") is to assist the Board in overseeing the efficient provision of quality services to Florida KidCare families, as well as vetting procurement and contracting documents.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The committee shall comprise at least five ~~(5)~~ members~~., including at least three (3) members of the Board. An individual may represent multiple roles but shall retain only one vote. Committee membership may include one or more of the following roles:~~

1. ~~A Committee Chair who is a director of the Board with the experience and ability to manage the Committee's duties and responsibilities.~~
2. ~~A Vice Chair who is a member of the Board.~~
3. ~~A Florida board-certified pediatrician or family medicine physician.~~
4. ~~A licensed Florida dentist.~~
5. ~~A representative from the Department of Children and Families.~~
6. ~~A representative from the Agency for Health Care Administration.~~
7. ~~A representative from the Department of Health.~~
8. ~~A representative of the children's health advocate community.~~
9. 1. ~~An adult family member of a Florida Healthy Kids enrollee.~~

All members of the Committee shall:

1. Be free of any conflict of interest that may interfere with the exercise of independent judgment regarding the operational management of the Corporation.
2. Be able to read and understand the Corporation's procurement and contract documents, quality reports, charts, tables, and other information pertaining to operational efficiency and quality management or undergo an orientation provided by corporate staff within a reasonable time of appointment.
3. Have a general understanding of and/or experience in contracting matters; the provision of call center, eligibility, medical, and/or dental services; or undergo an

orientation provided by corporate staff within a reasonable time of appointment.

Committee Duties and Responsibilities

The Committee ~~shall~~ may convene as needed to: ~~have the following duties and responsibilities~~; ~~however, items within the Committee's purview may be brought to the Board without first being heard by the Committee.~~

1. Provide guidance on opportunities to improve patient health outcomes and customer service, as well as process efficiencies between the Corporation and Florida KidCare agency partners.

2. Monitor and advise on the delivery and quality of health and dental benefits and services provided to Florida Healthy Kids enrollees.~~, which may include, but is not limited to, review of the following:~~

    ~~a. Reports by the Corporation's external quality review organization or FHKC staff~~

    ~~Federally required performance improvement projects~~

3. Monitor and advise on the delivery and quality of eligibility and related services provided to Florida KidCare enrollees.

4. Review relevant procurement documents.

5. Review relevant contracts and amendments with an annual value of more than $50,000 per year. Note: ~~C~~contract amendments pertaining only to rate or cost adjustments ~~are~~ may be reviewed by only the Finance and Audit Committee.

6. ~~Provide guidance on any significant, related compliance issues, such as legal, ethical, or other issues raised in connection with litigation, contingencies or claims, and any material reports or inquiries received from regulators or governmental agencies.~~

~~7. At least on an annual basis, advise on corporate or governance documents.~~

~~8.~~7. Conduct other activities at the direction of the Board or Board Chair.

~~i~~Items within the Committee's purview may be ~~brought~~ taken to the Board without first being heard by the Committee.

FLORIDA HEALTHY KIDS CORPORATION
Finance and Audit Committee Charter

Purpose

The purpose of the Finance and Audit Committee (the "Committee") of the Board of Directors (the "Board") of Florida Healthy Kids Corporation (the "Corporation") is to assist the Board in exercising its fiscal control over the Corporation.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The Committee shall comprise at least five members. All members of the Committee shall:

1. Be free of any conflict of interest that may interfere with their exercise of independent judgment regarding the fiscal or operational management of the Corporation.

2. Be able to read and understand the Corporation's financial statements and other financial or auditor provided materials or undergo an orientation provided by corporate staff within a reasonable time of appointment.

Committee Duties and Responsibilities

The Committee may convene as needed.

1. Oversight of all corporate financial matters including, but not limited to, financial policies, systems of internal controls, financial reporting, operating budget, use of corporate funds, fiscal solvency and viability, banking and investment portfolios, and required IRS reporting

2. Determination of budget sufficiency for contracts and contract amendments with an annual value of more than $50,000, including medical and dental carrier rates.

3. Oversight of the selection and performance of the Corporation's independent auditor, including review of the independent auditor's report, audited financial statements, and auditor's required communications for acceptance prior to submission to the Board.

4. Oversight of the selection and performance of the Corporation's internal auditor, including defining and monitoring internal audit activity, and other committee responsibilities specified by the Internal Audit Activity Charter.

5. Review relevant auditor provided materials and reports and ensure implementation of recommended actions related to the Corporation's systems of internal controls and financial policies over accounting processes and financial reporting.

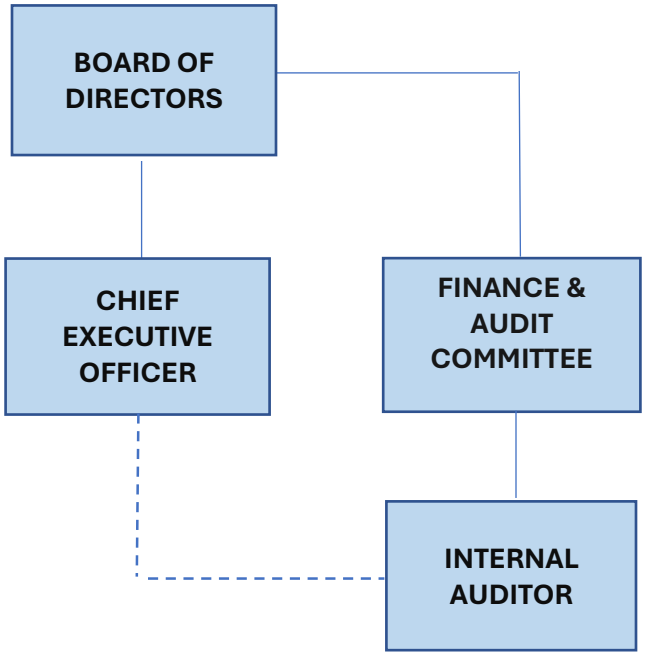
6. Provide guidance on any significant compliance issues, such as legal, ethical, or other issues raised in connection with litigation, contingencies or claims, and any material reports or inquiries received from regulators or governmental agencies.

7. Conduct other activities at the direction of the Board or Board Chair.

Items within the Committee's purview may be taken to the Board without first being heard by the Committee.

Exhibit 1

FLORIDA HEALTHY KIDS CORPORATION
INTERNAL AUDIT FUNCTION
ORGANIZATIONAL CHART & RESPONSIBILITIES



BOARD OF DIRECTORS

- Approve Internal Audit Activity Charter
- Approve risk-based Internal Audit Plan
- Approve IA contract and compensation
- Approve necessary resources
- Approve decisions
- Provide feedback

FINANCE & AUDIT COMMITTEE

- Maintain regular communications
- Monitor activities
- Provide guidance and recommendations
- Receive and review the Internal Audit Plan, internal audit reports, and other written internal audit communications and submit the items to the Board

CHIEF EXECUTIVE OFFICER

- Supervise administrative functions
- Coordinate work schedules
- Provide regular updates
- Provide guidance on work performed

FLORIDA HEALTHY KIDS CORPORATION
Finance and Audit Committee Charter

Purpose

The purpose of the Finance and Audit Committee (the "Committee") of the Board of Directors (the "Board") of Florida Healthy Kids Corporation (the "Corporation") is to assist the Board in exercising its fiscal control over the Corporation.

The Committee shall be led by a facilitator with the experience and ability to manage the Committee's duties and responsibilities. The facilitator may be a Corporation staff member; however, such facilitator shall not have voting privileges.

Membership

The Committee shall comprise ~~be comprised of~~ at least five ~~(5)~~ members. ~~, including at least three (3) members of the Board. A member of the Executive Committee shall serve as the Committee Chair and a member of the Board shall serve as the Vice Chair.~~ All members of the Committee shall:

1. Be free of any conflict of interest that may interfere with their exercise of independent judgment regarding the fiscal or operational management of the Corporation.

2. Be able to read and understand the Corporation's financial statements and other financial or auditor provided materials or undergo an orientation provided by corporate staff within a reasonable time of appointment.

Committee Duties and Responsibilities

The Committee may ~~shall~~ convene as needed. ~~have the following duties and responsibilities; however, items within the Committee's purview may be brought to the Board without first being heard by the Committee.~~

1. Oversight of all corporate financial matters including, but not limited to, financial policies, systems of internal controls, financial reporting, operating budget, use of corporate funds, fiscal solvency and viability, banking and investment portfolios, and required IRS reporting

2. Determination of budget sufficiency for contracts and contract amendments with an annual value of more than $50,000, including medical and dental carrier rates.

3. Oversight of the selection and performance of the Corporation's independent auditor, including review of the independent auditor's report, audited financial statements, and auditor's required communications for acceptance prior to submission to the Board.

4. Oversight of the selection and performance of the Corporation's internal auditor, including defining and monitoring internal audit activity, and other committee responsibilities specified by the Internal Audit Activity Charter.

~~5.~~ Review relevant auditor provided materials and reports and ensure implementation of recommended actions related to the Corporation's systems of internal controls and financial policies over accounting processes and financial reporting.

~~6.~~5.

~~7. At least on an annual basis, advise on corporate or governance documents.~~

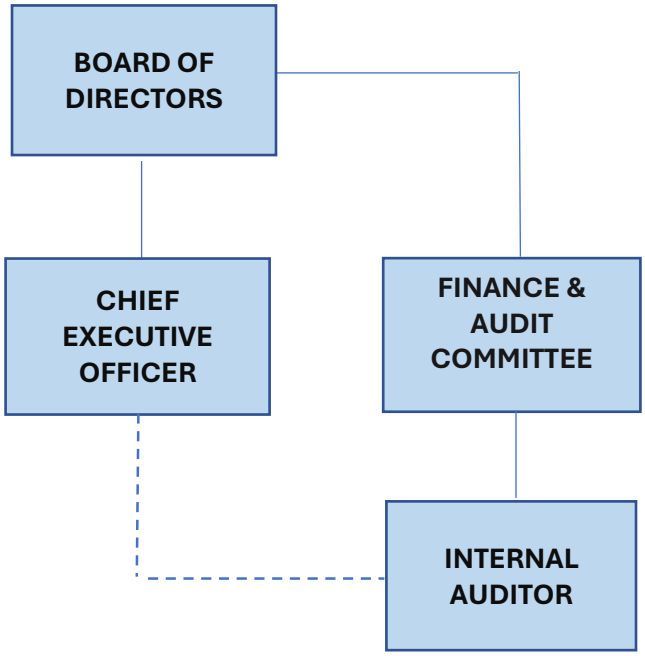
~~8.~~6. Provide guidance on any significant compliance issues, such as legal, ethical, or other issues raised in connection with litigation, contingencies or claims, and any material reports or inquiries received from regulators or governmental agencies.

7. Conduct other activities at the direction of the Board or Board Chair.

Items within the Committee's purview may be taken to the Board without first being heard by the Committee.

Exhibit 1

FLORIDA HEALTHY KIDS CORPORATION
INTERNAL AUDIT FUNCTION
ORGANIZATIONAL CHART & RESPONSIBILITIES



BOARD OF DIRECTORS

- Approve Internal Audit Activity Charter
- Approve risk-based Internal Audit Plan
- Approve IA contract and compensation
- Approve necessary resources
- Approve decisions
- Provide feedback

FINANCE & AUDIT COMMITTEE

- Maintain regular communications
- Monitor activities
- Provide guidance and recommendations
- Receive and review the Internal Audit Plan, internal audit reports, and other written internal audit communications and submit the items to the Board

CHIEF EXECUTIVE OFFICER

- Supervise administrative functions
- Coordinate work schedules
- Provide regular updates
- Provide guidance on work performed

Tab 4

Chief Financial Officer Report

Tab 4A

Year-to-Date Financial Activity

2025-26 YTD

Florida Healthy Kids Corporation
Consolidated Statement of Revenues and Expenses Compared to Budget
As of February 28, 2026

	February 28, 2026 Actual	Current Year Budget	Budget Variance	% of budget
Revenues				
Federal Revenue	183,260,046	275,169,117	(91,909,071)	66.6 %
State Revenue	78,395,600	117,676,079	(39,280,479)	66.6 %
KidCare Admin Revenue	3,031,604	4,965,861	(1,934,257)	61.0 %
Participant Premium Revenue	71,845,579	105,918,170	(34,072,591)	67.8 %
Interest Revenue	236,042	-	236,042	-
Miscellaneous and LD Revenue	526,235	-	526,235	-
Total Revenues	**337,295,106**	**503,729,227**	**(166,434,121)**	**67.0 %**
Operating Expenses				
Program Services				
Medical Carriers	295,400,205	442,886,721	(147,486,516)	66.7 %
Dental Carriers	23,485,718	35,211,576	(11,725,858)	66.7 %
Service Organizations	11,110,623	18,538,586	(7,427,963)	59.9 %
Salaries and Benefits	2,382,856	3,596,735	(1,213,879)	66.3 %
Marketing	623,351	1,050,000	(426,649)	59.4 %
Evaluation	361,050	544,881	(183,831)	66.3 %
Professional and Consulting Services	752,868	1,231,263	(478,395)	61.1 %
Total Program Services	334,116,671	503,059,762	(168,943,091)	66.4 %
General and Administration				
Occupancy - Bldg Lease	96,612	153,314	(56,702)	63.0 %
IT Services and Communications	214,855	253,500	(38,645)	84.8 %
Office	56,870	95,000	(38,130)	59.9 %
Corporate Insurance	22,715	40,000	(17,285)	56.8 %
Meetings and Travel	4,788	50,000	(45,212)	9.6 %
Training	-	12,500	(12,500)	-
Depreciation	17,865	65,151	(47,286)	27.4 %
Total General and Administration	413,705	669,465	(255,760)	61.8 %
Total Operating Expenses	**334,530,376**	**503,729,227**	**(169,198,851)**	**66.4 %**
Change in Fund Net Position	**2,764,730**	**-**	**2,764,730**	**-**
Corporate Funds				
Staff and Board Recognition	7,312	12,000	(4,688)	60.9 %
TPA Services - Corporate	504,000	567,000	(63,000)	88.9 %
Consulting Support	59,576	250,000	(190,424)	23.8 %
Enhanced Marketing Board Designated	-	750,000	(750,000)	-
Other	5,008	7,500	(2,492)	66.8 %
Total Corporate Funds	**575,896**	**1,586,500**	**(1,010,604)**	**36.3 %**
Adjusted Change in Fund Net Position	**2,188,834**	**(1,586,500)**	**3,775,334**	**(138.0) %**

2025-26 YTD

Florida Healthy Kids Corporation
Statement of Net Position
As of February 28, 2026

	Total
Assets	
Current Assets	
Cash and Cash Equivalents	
Unrestricted Cash	25,606,009
Restricted Cash	16,834,224
Total Cash and Cash Equivalents	42,440,233
Accounts Receivable, Net	618,572
Prepaid Expenses/Other Current Assets	145,642
Total Current Assets	43,204,447
Long-term Assets	
Property & Equipment (Net)	45,618
Right of Use Assets (Net)	341,891
Total Long-term Assets	387,509
Total Assets	**43,591,956**
Liabilities and Net Assets	
Liabilities	
Short-term Liabilities	
Accounts Payable	2,961,608
Other Short-term Liabilities	
Short-term Liabilities	
Prepaid Participant	16,860,662
Premium Refunds	45,527
FICA Payable	-
Medicare Payable	-
Compensated Absences - Annual Leave Liability	426,142
Compensated Absences - Sick Leave Liability	288,397
State Advance Payable	7,405,277
Due to AHCA	326,729
Total Short-term Liabilities	25,352,734
Total Other Short-term Liabilities	25,352,734
Total Short-term Liabilities	28,314,342
Long Term Liabilities	
Long Term Debts	
Lease Payable - Building	394,448
Total Long Term Debts	394,448
Total Long Term Liabilities	394,448
Total Liabilities	28,708,790
Net Assets	
Net Assets	
Net Assets	11,944,332
Board Designated Net Assets	750,000
Total Net Assets	12,694,332
Change In Net Assets	2,188,834
Total Net Assets	14,883,166
Total Liabilities and Net Assets	**43,591,956**

Tab 4B

Fiscal Year 2025-26
Budget Amendment

Florida Healthy Kids Corporation

Proposed Amendment to the Consolidated Budget

Fiscal Year 2025-26

		[A]	[B]	[C]	[D]	[D]-[C]=[E]
		2025-26 Approved Budget (Initial)	2025-26 Approved Budget (First Amend)	2025-26 Proposed Budget (Second Amend)	2025-26 Proposed Budget (Third Amend)	Increase/ (Decrease)
	Operating Budget					
	Revenues					
1	Federal	$ 297,957,561	$ 284,277,616	$ 275,169,117	$ 275,169,117	$ -
2	State	$ 127,420,337	$ 121,570,133	$ 117,676,079	$ 117,676,079	$ -
3	Participant Premiums	$ 108,463,531	$ 105,169,319	$ 105,918,170	$ 105,918,170	$ -
4	KidCare Administration	$ 5,762,736	$ 5,117,070	$ 4,965,861	$ 4,965,861	$ -
5	**Total Revenues**	**$ 539,604,165**	**$ 516,134,138**	**$ 503,729,227**	**$ 503,729,227**	**$ -**
	Program Services					
6	Medical Carriers	$ 471,676,151	$ 453,398,969	$ 442,886,721	$ 442,886,721	$ -
7	Dental Carriers	$ 38,065,351	$ 36,342,314	$ 35,211,576	$ 35,211,576	$ -
8	Service Organizations	$ 22,840,319	$ 19,300,511	$ 18,538,586	$ 18,538,586	$ -
9	Salaries & Benefits	$ 3,526,735	$ 3,596,735	$ 3,596,735	$ 3,596,735	$ -
10	Marketing & Outreach	$ 1,050,000	$ 1,050,000	$ 1,050,000	$ 1,050,000	$ -
11	External Quality Review	$ 544,881	$ 544,881	$ 544,881	$ 544,881	$ -
12	Professional & Consulting Services	$ 1,231,263	$ 1,231,263	$ 1,231,263	$ 1,231,263	$ -
13	**Total Program Services**	**$ 538,934,700**	**$ 515,464,673**	**$ 503,059,762**	**$ 503,059,762**	**$ -**
	General & Administrative					
14	Occupancy	$ 153,314	$ 153,314	$ 153,314	$ 153,314	$ -
15	IT Services & Communications	$ 253,500	$ 253,500	$ 253,500	$ 253,500	$ -
16	Meetings & Travel	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -
17	Corporate Insurance	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ -
18	Training	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ -
19	Office	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ -
20	Depreciation	$ 65,151	$ 65,151	$ 65,151	$ 65,151	$ -
21	**Total General & Administrative**	**$ 669,465**	**$ 669,465**	**$ 669,465**	**$ 669,465**	**$ -**
22	**Total Operating Expenses**	**$ 539,604,165**	**$ 516,134,138**	**$ 503,729,227**	**$ 503,729,227**	**$ -**
23	**Change in Fund Net Position**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Corporate Funds					
24	Staff & Board	$ 7,000	$ 7,000	$ 12,000	$ 12,000	$ -
25	TPA Services	$ 567,000	$ 567,000	$ 567,000	$ 756,000	$ 189,000
26	Consulting Support	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ -
27	KidCare+ Enhanced Mktg. Campaign[1]	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ -
28	Other	$ 12,500	$ 12,500	$ 7,500	$ 7,500	$ -
29	**Total Use of Corporate Funds**	**$ 1,586,500**	**$ 1,586,500**	**$ 1,586,500**	**$ 1,775,500**	**$ 189,000**
30	**Adjusted Change in Fund Net Position**	**$ (1,586,500)**	**$ (1,586,500)**	**$ (1,586,500)**	**$ (1,775,500)**	**$ (189,000)**

Nonoperating revenue, such as medical loss ratio rebates, interest earnings and liquidated damages, is not budgeted and recorded when received.

Notes:

[1] The Board of Directors authorized the use of the Corporation's private funds in the amount of $750,000 for a marketing campaign to promote HB 121 (increases the income eligibility limit for CHIP coverage from 200% to 300% of the federal poverty level) at a meeting held on August 10, 2023. The unexpended 2023-24 year-end balance of $750,000 was carried forward to FY 2024-25. The unexpended 2024-25 year-end balance of $750,000 was carried forward to FY 2025-26.

Tab 4C

Proposed Fiscal Year
2026-27 Budget

Florida Healthy Kids Corporation
Consolidated Budget Proposal
Fiscal Year 2026-27

		[A]	[D]	[D]-[C]=[E]	[F]
		2025-26 Approved Budget (Initial)	2025-26 Proposed Budget (Third Amend)	Increase/ (Decrease)	2026-27 Proposed Budget
	Operating Budget				
Revenues					
1	Federal	$ 297,957,561	$ 275,169,117	$ 48,617,165	$ 323,786,282
2	State	$ 127,420,337	$ 117,676,079	$ 27,033,955	$ 144,710,034
3	Participant Premiums	$ 108,463,531	$ 105,918,170	$ 6,934,254	$ 112,852,424
4	KidCare Administration	$ 5,762,736	$ 4,965,861	$ 1,361,894	$ 6,327,755
5	**Total Revenues**	**$ 539,604,165**	**$ 503,729,227**	**$ 83,947,268**	**$ 587,676,495**
Program Services					
6	Medical Carriers	$ 471,676,151	$ 442,886,721	$ 76,616,285	$ 519,503,006
7	Dental Carriers	$ 38,065,351	$ 35,211,576	$ 885,426	$ 36,097,002
8	Service Organizations	$ 22,840,319	$ 18,538,586	$ 6,449,659	$ 24,988,245
9	Salaries & Benefits	$ 3,526,735	$ 3,596,735	$ (446)	$ 3,596,289
10	Marketing & Outreach	$ 1,050,000	$ 1,050,000	$ -	$ 1,050,000
11	External Quality Review	$ 544,881	$ 544,881	$ -	$ 544,881
12	Professional & Consulting Services	$ 1,231,263	$ 1,231,263	$ 31,960	$ 1,263,223
13	**Total Program Services**	**$ 538,934,700**	**$ 503,059,762**	**$ 83,982,884**	**$ 587,042,646**
General & Administrative					
14	Occupancy	$ 153,314	$ 153,314	$ 4,535	$ 157,849
15	IT Services & Communications	$ 253,500	$ 253,500	$ -	$ 253,500
16	Meetings & Travel	$ 50,000	$ 50,000	$ -	$ 50,000
17	Corporate Insurance	$ 40,000	$ 40,000	$ -	$ 40,000
18	Training	$ 12,500	$ 12,500	$ -	$ 12,500
19	Office	$ 95,000	$ 95,000	$ -	$ 95,000
20	Depreciation	$ 65,151	$ 65,151	$ (40,151)	$ 25,000
21	**Total General & Administrative**	**$ 669,465**	**$ 669,465**	**$ (35,616)**	**$ 633,849**
22	**Total Operating Expenses**	**$ 539,604,165**	**$ 503,729,227**	**$ 83,947,268**	**$ 587,676,495**
23	**Change in Fund Net Position**	**$ -**	**$ -**	**$ -**	**$ -**
	Corporate Funds				
24	Staff & Board	$ 7,000	$ 12,000	$ (5,000)	$ 7,000
25	TPA Services	$ 567,000	$ 756,000	$ (661,500)	$ 94,500
26	Consulting Support	$ 250,000	$ 250,000	$ -	$ 250,000
27	KidCare+ Enhanced Mktg. Campaign[1]	$ 750,000	$ 750,000	$ -	$ 750,000
28	Hurricane Premium Credits	$ -	$ -	$ -	$ -
29	Other	$ 12,500	$ 7,500	$ 5,000	$ 12,500
30	**Total Use of Corporate Funds**	**$ 1,586,500**	**$ 1,775,500**	**$ (661,500)**	**$ 1,114,000**
31	**Adjusted Change in Fund Net Position**	**$ (1,586,500)**	**$ (1,775,500)**	**$ 661,500**	**$ (1,114,000)**

Nonoperating revenue, such as medical loss ratio rebates, interest earnings and liquidated damages, is not budgeted and recorded when received.

Notes:

[1] The Board of Directors authorized the use of the Corporation's private funds in the amount of $750,000 for a marketing campaign to promote HB 121 (increases the income eligibility limit for CHIP coverage from 200% to 300% of the federal poverty level) at a meeting held on August 10, 2023. The unexpended 2023-24 year-end balance of $750,000 was carried forward to FY 2024-25. The unexpended 2024-25 year-end balance of $750,000 was carried forward to FY 2025-26.The unexpended 2025-26 year-end balance of $750,000 will be carried forward to FY 2026-27.

Tab 4D

Internal Audit Contract

CONTRACT
FOR INTERNAL AUDIT AND CONSULTING SERVICES BETWEEN FLORIDA HEALTHY KIDS CORPORATION
AND LAW, REDD, CRONA & MUNROE, P.A.

This Contract is entered into between the Florida Healthy Kids Corporation ("FHKC"), a Florida not-for-profit corporation established pursuant to chapter 617 and section 624.91, Florida Statutes, with offices at 1203 Governors Square Boulevard, Suite 400, Tallahassee, Florida 32301, and Law, Redd, Crona & Munroe, P.A. ("Vendor"), with offices at 2075 Centre Pointe Boulevard, Suite 200, Tallahassee, Florida 32308, (each, a "Party" and collectively, the "Parties") to provide internal audit and consulting services to Florida Healthy Kids Corporation. All attachments and the recitals to this Contract are hereby incorporated into the Contract by reference. Vendor responded to FHKC's solicitation for the above-mentioned services. FHKC has accepted Vendor's proposal and enters this Contract in accordance with the terms and conditions of this contract.

RECITALS

WHEREAS, FHKC requires internal audit and consulting services; and

WHEREAS, Vendor agrees to provide internal audit and consulting services for the compensation set forth herein; and

WHEREAS, the Contract provides the duties and obligations of the Parties**.**

NOW THEREFORE, in consideration of the services to be performed, and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

Section 1: Contract, Definitions, and Contract Interpretation Instructions

1.1 Entire Agreement

This Contract and any amendments thereto contain all terms and conditions agreed upon by the Parties relating to the subject matter of this Contract and supersedes all other agreements, negotiations, understandings, or representations, written or verbal, between the Parties relative to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party. This Contract shall not apply to any events or transactions occurring prior to the execution of the Contract by both Parties, unless otherwise provided.

1.2 Definitions

DRAFT

Capitalized terms used in this Contract without accompanying definitions shall have the following meanings:

Access: to review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer, network, or other peripherals includes local and remote access.

Business Day: any day of the week excluding weekends and holidays approved by FHKC. A Business Day ends at 11:59 p.m., ET.

Calendar Day: any day in a month, including weekends and holidays. A Calendar Day ends at 11:59 p.m., ET.

Confidential Information: all information or material which (a) gives that Party some competitive business advantage, actual or potential, or the disclosure of which could be detrimental to the interests of that Party, regardless of whether marked with a legend; or (b) is marked "Confidential," "Restricted," or "Proprietary" or similar marking, or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or other authority.

Contract: this Internal Audit and Consulting Services agreement, including attachments, between FHKC and Vendor.

Data: any representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions related to or arising from this Contract. Data may be in any form, including storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

Effective Date: the date this Contract is fully executed; or the date on which Vendor is to begin providing Services.

Event of Default: an action or failure that renders the Contract terminable as set forth in Section 7 or as provided in this Contract.

Financial Consequences: the amount Vendor shall be assessed for failure to perform as specified in this Contract. Financial Consequences are not liquidated damages.

HIPAA: the (a) Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, including its Omnibus Rule; (b) applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009; and (c) their accompanying regulations, including the Privacy Rule (as defined herein) and the Security Rule (as defined herein). “Privacy Rule”

DRAFT

means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R., part 160 and part 164, subparts A and E, providing for federal privacy protections for an individual's PHI held by entities subject to HIPAA requirements (each, a "Covered Entity") and describing patient rights with respect to their PHI. "Security Rule" means the HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C, providing for federal security protections for individuals' electronic personal health information.

Notice: formal written notification in accordance with Section 9.27 from one Party to the other Party under the Contract.

Personally Identifiable Information (PII): information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

Protected Health Information (PHI): individually identifiable health information received or created by Vendor or its Subcontractors or agents pursuant to performance of the Services that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI does not include individually identifiable health information:

- **a.** In education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g;
- **b.** In records described at 20 U.S.C. § 1232g(a)(4)(B)(iv);
- **c.** In employment records held by a covered entity (under HIPAA) in its role as employer; and
- **d.** Regarding a person who has been deceased for more than 50 years.

Services: any service, activity, deliverable, or any other work provided by Vendor directly or indirectly under this Contract unless otherwise mutually agreed upon in writing pursuant to this Contract.

1.3 Acronyms

Acronyms commonly used in this Contract shall have the meanings ascribed in this Section unless otherwise expressly stated:

AHCA: Florida Agency for Healthcare Administration

BA: Business Associate

C.F.R.: Code of Federal Regulations

CHIP: Children's Health Insurance Program

COI: Certificate of Insurance

DRAFT

COOP: Continuity of Operations Plan

DCF: Florida Department of Children and Families

DOH: Florida Department of Health

EPHI: Electronic Protected Health Information

ET: Eastern Time

FHKC: Florida Healthy Kids Corporation

HHS: U.S. Department of Health and Human Services

PHI: Protected Health Information

PII: Personally Identifiable Information

1.4 Attachments and Hierarchy of Documents

The following are hereby incorporated by reference into the Contract:

- **a.** Attachment A: Business Associate Agreement
- **b.** Attachment B: Vendor Conflict of Interest and Gift or Gratuity Disclosure Form
- **c.** Attachment C: Certification Regarding Lobbying
- **d.** Attachment D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- **e.** Attachment E: Law, Redd, Crona & Munroe, P.A. Proposal

In the event of conflict among the Contract documents, the order of precedence is as follows:

- **a.** This contract document; and
- **b.** The attachments to this Contract, in the following order of precedence: Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E.

In the event the terms of this Contract conflict with federal or state laws or regulations, the federal or state laws or regulations prevail.

1.5 Rules of Interpretation

This Contract is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it.

Unless otherwise indicated or required by context, the following rules of interpretation apply:

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a. All references to an attachment, unless otherwise indicated, are to an attachment of this Contract;
b. The term "Section" refers to sections, subsections, sub-subsections, etc., of this Contract, as indicated by the text;
c. The table of contents and Section headings are for reference purposes only and do not limit or affect the meaning or interpretation of the text;
d. All singular terms include the plural and all plural terms include the singular;
e. Masculine, feminine, and neutral gender terms include all genders;
f. The word "include" and its derivatives are deemed to be followed by the phrase "but not limited to";
g. Numbers 1-9 are spelled and numbers above 9 are designated by their numerals;
h. Reference to a governmental entity or person includes the authorized successors and assigns of the governmental entity or person; and
i. Reference to a law or regulation (federal or state) or a publication includes the law, regulation, or publication, as such may be amended or repealed after execution of the Contract.

Section 2: Term and Compensation

2.1 Contract Term

The term of this Contract begins on July 1, 2026, and ends on June 30, 2028, unless otherwise terminated or extended.

2.2 FHKC's Right to Renew Contract

This Contract may be extended at FHKC's option for up to 2 one-year renewals at FHKC's sole discretion beyond the initial term indicated above. The Parties acknowledge the renewal of the Contract is contingent upon satisfactory performance as determined solely by FHKC and subject to the availability of funds. Vendor may not charge costs associated with the renewal or extension of the Contract.

2.3 Amendments to the Contract

This Contract may be amended by the mutual written consent of the Parties at any time. Except as expressly specified in this Contract, any changes, modifications, or deletions to this Contract shall be in writing and must contain the signature of (a) Vendor's president or authorized representative and (b) FHKC's Chief Executive Officer or other authorized corporate officer.

The provisions of this Contract shall be automatically modified without a written agreement to the extent necessary to comply with federal, state, and local laws, ordinances, rules, and/or regulations.

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Upon FHKC's Notice to Vendor, the provisions of this Contract shall be automatically modified without a written agreement to the extent necessary to comply with the requirements of FHKC's contract with AHCA.

FHKC may unilaterally require changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. FHKC may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of Vendor, which shall not be unreasonably withheld.

The Contract contains all the terms and conditions agreed upon by the Parties, and terms and conditions shall govern all transactions between FHKC and Vendor. The Contract may only be modified or amended as set forth in this Section of the Contract. No oral agreements or representations shall be valid or binding upon FHKC or Vendor. No alteration or modification of the Contract terms, including substitution of Services, shall be valid or binding against FHKC. Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to Services, by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment, or by other means. FHKC's acceptance of Services or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of the proposed modification to the Contract.

2.4 Compensation

Vendor agrees to perform the Services for the compensation proposed by Vendor in its proposal.

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	$235.00	$165.00	$130.00	$105.00	$45.00

The vendor will not exceed the negotiated ceiling prices.

A project-based pricing model may be used by FHKC instead of an hourly rate model to accomplish services, where appropriate. Project-based pricing will be fully detailed in the statement of work and based on the negotiated hourly rates used to award this contract.

Vendor bears the risk of any assumptions Vendor utilized in the development of its response. No additional compensation shall be allowed unless specifically agreed upon in writing by the Parties. In no event shall costs exceed $50,000 during the time of the contract.

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2.5 Invoices

Invoices shall be submitted to FHKC in the format prescribed in advance by FHKC and shall contain sufficient documentation and detail (a) for a proper pre-audit and post-audit thereof and (b) to enable FHKC to confirm whether the amounts set forth on each invoice accurately reflect the amounts due and payable under this Contract ("Proper Invoice"). Vendor shall submit a Proper Invoice by the 5th of each month for any month services were rendered during the previous month, including an itemized listing of each individual assignment/project by employee, member position, hours completed, and hourly rate. Excluding only "Disputed Amounts" (as defined in Section 2.6), FHKC shall pay the entire amount of such Proper Invoice within 30 Calendar Days after receipt of a Proper Invoice (the "Payment Date") via electronic funds transfer to Vendor's account. If FHKC requests additional information regarding an invoice, Vendor shall provide detail or clarification within five Business Days to FHKC for review.

Within 30 Calendar Days of receipt of such detail or clarification, FHKC shall remit payment for any amount that is not a Disputed Amount. If FHKC fails to provide payment as prescribed by this paragraph by the Payment Date, or if any Disputed Amount is resolved to be owed to Vendor by FHKC and is not paid within 30 Calendar Days after the date of such resolution, an interest payment shall be due at a rate as established pursuant to section 55.03(1), Florida Statutes, on the unpaid balance from the time such amount was due until such time as Vendor receives payment for the unpaid balance. Invoice payment requirements do not start until a Proper Invoice is provided to FHKC.

FHKC may delay payment without change in any of Vendor's obligations under this Contract when such payment delay is the result of any act described in Sections 7 or 9.23, changes to Florida's Title XXI Children's Health Insurance Program, lack of legislative funding, or other temporary shortfalls resulting from mitigating actions for an emergency or urgent situation. In the event of such delay, FHKC shall act in good faith to resolve and make the delayed payments to Vendor.

2.6 Disputed Invoices

In the event FHKC disagrees with or questions any amount due under an invoice provided by Vendor ("Disputed Amount"), FHKC shall notify Vendor of any Disputed Amount and the basis for the dispute within 30 Calendar Days after receipt of the invoice. The Parties agree to work in good faith to resolve the Disputed Amount within 30 Calendar Days of the notification. In the event an invoice dispute is not resolved, the Parties shall resolve the dispute in accordance with Section 8 of this Contract.

2.7 Overpayments

Vendor shall return to FHKC any overpayments that were paid under this Contract within 30 Calendar Days of identification by either Party.

If FHKC overpays Vendor, Vendor shall refund to FHKC such overpayment together with interest calculated from the date of the overpayment at the rate set forth in section

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55.03(1), Florida Statutes, in a manner specified by FHKC. Each Party shall notify the other timely of the nature of any error or inaccuracy relating to an invoice or a payment as soon as such Party becomes aware of the error or inaccuracy.

2.8 Appropriations

As a subrecipient of public funds, FHKC's ability and obligation to make full payment for any provision of this Contract or the performance of any Services is contingent upon receipt of pass-through funding from AHCA, as appropriated by the Florida Legislature. FHKC shall diligently seek funding from AHCA and/or the Florida Legislature to fund the Contract. FHKC may, but is not required to, use monies from other sources to fund this Contract, in whole or in part.

The foregoing does not in any way limit, abrogate, or otherwise modify Vendor's rights or remedies under applicable law, including Vendor's rights to seek a legislative claims bill.

2.9 Payment upon Expiration or Termination

By the later date of 60 Calendar Days after expiration or termination of this Contract or [insert date], Vendor must submit an invoice (as defined in Section 2.5) for final payment or the invoice shall not be honored and shall be returned unpaid. Invoices and payments under this Section are subject to the procedures set forth in this Section 2.

Section 3: Scope of Services

Specific services may include, but are not limited to, the following in association with the FHKC's internal operations:

- Risk assessments
- Compliance audits
- Operational audits
- Information Technology audits
- Consulting and Advisory services
- Special investigations

Each requested service will be supported by an agreed to engagement letter providing a statement of work to include, but not limited to, scope, deliverable(s), time frame, cost, required support by the FHKC management/staff, and presentational requirements to the FHKC's committees and/or the Board of Directors.

3.1 Reports and Deliverables

Vendor agrees FHKC shall have the right to use, duplicate, and disclose information and Data developed or derived from Vendor's reports and deliverables except as otherwise stated herein.

Vendor shall comply with all reporting requirements under this Contract in the manner and timeframes required by FHKC. For this section, the term "reports" encompasses reports, documents, deliverables, and other information provided to FHKC.

Vendor shall provide reports to FHKC electronically in a manner provided by FHKC. Reports must have logical progression and consistent layouts, be free of grammatical and formatting errors, include a table of contents with working links, and use plain language when possible.

Vendor shall be liable for Financial Consequences in the amount of $500 per report for failure to adhere to any reporting requirement.

FHKC shall not assess both Business Day and per incident Financial Consequences for the same instance of noncompliance nor shall FHKC assess such Financial Consequences when FHKC has assessed other Financial Consequences for an equivalent reason for the instance of noncompliance.

3.2 Activities Reports

By the 5th Calendar Day of each month for any month services were rendered during the previous month, Vendor shall provide an itemized monthly report briefly listing the activities performed by each participating individual during the prior month and any major issues that occurred, including issue status.

Section 4: Contract Administration

4.1 Organizational Roles and Responsibilities

The Parties agree that, for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party.

4.2 Key Personnel

Vendor shall provide contact information for key personnel. related to this Contract. This shall include the name; email address; direct office telephone number; work cell phone number, if any; respective duties; and organizational reporting relationship for each individual.

Vendor shall provide its key personnel contact matrix at the time of Contract execution and when changes occur. Vendor shall provide written notice to FHKC of any changes to the key personnel designations or contact information no later than one Business Day for the executive sponsor and contract manager and five Business Days for any other individual. Vendor's key personnel shall include the following positions at a minimum a contract manager; Engagement Partner, and any Auditor actively involved in an engagement/audit.

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The list of key personnel positions is intended to be descriptive of the role of each person. Job titles are not required to match the list of key personnel positions. Each member of the key personnel shall:

- **a.** Be knowledgeable about Vendor's operations relating, directly or indirectly, to Vendor's obligations under this Contract, insofar as such operations relate to his or her job duties;
- **b.** Be knowledgeable about and able to coordinate with other Vendor contacts for work that falls outside of his or her responsibilities or scope of expertise; and
- **c.** Dedicate the time and resources necessary to perform work on FHKC's account, including reasonable availability for and responsiveness to telephonic and email communication and meetings.

At a minimum, Vendor's contract manager shall provide a secondary contact and the secondary contact's information, including name, email address, and phone number, when the aforementioned primary contact is out of the office or unavailable for extended periods of time.

This section is intended to provide FHKC with primary contacts for key contract functions and shall not limit either Party from working with directly, or indirectly, additional individuals.

4.3 Major Organizational Changes

No change in Vendor's ownership structure or controlling interest releases Vendor from its obligations under this Contract. For purposes of this Section, a change in ownership structure or controlling interest results when a person or entity acquires, due to an ownership interest, control over any aspect of Vendor's business operations, including through an asset or stock purchase.

Vendor shall provide Notice to FHKC within one Business Day after the filing of an application for merger, acquisition, or any other legal or regulatory request to change Vendor's ownership structure or controlling interest, and provide a minimum of 60 Business Days Notice to FHKC prior to the transfer or sale to a wholly owned subsidiary. Further, Vendor shall give FHKC Notice of regulatory agency approval, if applicable, prior to any transfer or change in ownership structure or controlling interest.

FHKC has the right to elect to continue or terminate this Contract, at its sole discretion, in the event of a change in Vendor's ownership structure or controlling interest. In such event, FHKC shall provide at least 30 Calendar Days Notice to Vendor of the decision to terminate the Contract.

4.4 Meetings

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Meetings are expected to be held virtually through conference call software or via telephone. Vendor shall be available to attend meetings or present requested information to other stakeholders, as directed by FHKC.

Upon FHKC request, Vendor shall provide to FHKC for approval a proposed agenda in advance of scheduled meeting dates. Vendor shall publish and distribute the approved agenda and related documents and/or handouts within the timeframe specified by FHKC. Vendor shall provide detailed and well-documented minutes of meetings as required by FHKC.

4.5 Employees, Subcontractors, and Agents

All Vendor employees and agents performing work under the Contract shall be properly trained and meet or exceed any specified training qualifications. Upon request, Vendor shall furnish a copy of technical certification or other proof of qualification. All employees or agents performing work under the Contract must comply with all security and administrative requirements of FHKC and shall comply with all controlling laws and regulations relevant to the Services. FHKC may refuse Access to, or require replacement of, any employee, subcontractor, or agent for cause, including technical or training qualifications, quality of work, change in security status, or non-compliance with FHKC's security or other requirements. Such refusal shall not relieve Vendor of its obligation to perform all Services in compliance with the Contract. FHKC may reject and bar from any facility for cause any of Vendor's employees or agents.

4.5.1 Employment Eligibility Verification (E-Verify)

Vendor shall enroll and participate in the Employment Eligibility Verification Program ("E-Verify") administered by the U.S. Department of Homeland Security ("DHS"). Vendor shall use E-Verify to verify the employment status of all new employees employed by Vendor. Vendor shall ensure that each of its Subcontractors that provides Services uses E-Verify to verify the employment status of all new employees employed by the Subcontractor. Vendor shall require each Subcontractor that provides Services to enroll and participate in E-Verify.

Vendor shall maintain records of its participation and compliance with this Section, including participation and compliance by its Subcontractors as provided above, and make such records available to FHKC upon request.

4.5.2 Subcontracts

If Vendor lets any Subcontract, Vendor must, when applicable, take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 45 CFR §75.330(b)(1)-(5). Vendor must enter into a written Subcontract with all Subcontractors. Vendor shall ensure that all Subcontracts (or amendments to an existing Subcontract) contain terms or conditions substantially similar to the following:

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a. Specify the delegated activities or obligations, including related reporting responsibilities;
b. Require Subcontractor to perform the delegated activities and reporting responsibilities in a manner that complies with Vendor's obligations under this Contract, including Section 6;
c. Provide for the revocation of the delegation of activities or obligations or specify other remedies in instances for which Vendor or FHKC determines that the Subcontractor has not performed in accordance with the requirements of the subcontract or this Contract;
d. Subcontractor shall not contract with an entity to perform Services without prior written approval by FHKC;
e. Require compliance with all applicable laws, regulations, and sub-regulatory guidance and Contract provisions, including record retention and audit requirements;
f. Require Subcontractor to allow FHKC to visit its work location(s) with and without Notice; and
g. Require Subcontractor to maintain complete and accurate records pursuant to Section 9.5;
h. Require Subcontractor to comply with Section 4.6, Audit, Investigation, Inspection, and Review Rights; and
i. Any other provision of this Contract that expressly applies to Subcontracts.

4.5.3 Subcontractor Requirements

Vendor may delegate performance of work to Subcontractors with prior written approval from FHKC; however, Vendor maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Contract. Vendor is responsible for all acts or omissions of Subcontractors to the same extent that Vendor would be responsible to FHKC if Vendor had performed such Services. FHKC has no liability of any kind for any Subcontractor demands, losses, damage, negligence, or direct or indirect expenses.

4.5.4 Subcontractor Approval

FHKC must approve new or amended Subcontracts. Vendor shall submit to FHKC a request to approve the Subcontract at least 90 Calendar Days before the proposed effective date of the Subcontract. Upon request, FHKC may, at its sole discretion, request additional information from Vendor or waive the submission timeframe. FHKC has the right to withhold approval of any Subcontractor or Subcontract.

4.5.5 Subcontractor Monitoring

Vendor shall develop a monitoring plan for each Subcontractor and conduct routine monitoring and risk assessments of all Subcontractors and their delegated activities related to this Contract. The outcome of the risk assessment or audit shall directly inform Vendor's Subcontractor monitoring plan. Vendor shall conduct non-routine monitoring, as needed.

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Vendor shall provide a quarterly summary of Subcontractor monitoring, including any findings and corrective action taken during the quarter. In FHKC's sole discretion, FHKC may require more frequent monitoring and/or reporting should FHKC determine Vendor's performance, the Subcontractor's performance, other risk, or perceived value of increased reporting frequency compel such change.

Vendor shall have a contingency plan for each Subcontractor to safeguard performance of the delegated obligations should the Subcontractor cease to perform or adequately perform its obligations under the subcontract.

Except as otherwise provided in this Contract, Vendor shall perform annual audits (with on-site audits occurring at least every other year) to verify that all Subcontractors and Subcontractor employees and agents comply with all applicable security requirements under the Contract regarding the handling of Data. Vendor shall provide a Subcontractor audit checklist or scope document to FHKC for approval in advance of performing Subcontractor audits. Vendor shall provide FHKC a copy of all annual audit results.

Except as otherwise provided in this Contract, Vendor shall require at least annual training of Subcontractors and their employees for all privacy and security requirements applicable to them under the Contract regarding the handling Data. Upon request by FHKC, Vendor shall provide a copy of any training materials and training logs demonstrating the participation of the Subcontractors and their employees.

4.5.6 Subcontractor Compliance

In the event FHKC determines a Subcontract or Subcontractor's performance is not in compliance with the requirements of this Contract, Vendor must promptly correct the deficiency to receive FHKC approval to continue to use the Subcontractor to provide Services.

4.6 Audit, Investigation, Inspection, and Review Rights

FHKC, AHCA, AHCA's Office of Inspector General, U.S. Centers for Medicare and Medicaid Services, HHS, HHS' Office of Inspector General, the Comptroller General of the U.S. and their designees, any vendor contracted with FHKC, or any state or federal agency authorized by law have authority to perform audits, investigations, inspections, and reviews may, at any time, inspect the premises, physical facilities, and equipment where and on which work related to this Contract is conducted.

All entities shall have Access to electronic and physical records and Data in the possession of Vendor related to, or created as a result of, this Contract to fulfill their audit, investigation, inspection, and review responsibilities.

Vendor shall be responsible for the costs associated with the audits, investigations, inspections, and reviews. If practical, FHKC shall use reasonable efforts to minimize the

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number and duration of such audits, investigations, inspections, and reviews and to conduct such audits, investigations, inspections, and reviews in a manner that shall minimize the disruption to Vendor's or its affiliates', or agents' business operations. Except as otherwise expressly set forth in the Contract, FHKC agrees to share any of its audit findings with Vendor. Vendor agrees to respond to audit findings within 20 Business Days of receipt of the audit findings. In its sole discretion, FHKC may extend the date for responding to audit findings.

Vendor shall cooperate in any audits, investigations, inspections, and reviews conducted by FHKC, FHKC's contracted Vendors, or authorized state or federal agencies for a period of at least 10 years following termination or expiration of the Contract. These efforts may include a post-Contract audit. In the event records must be sent to FHKC, Vendor is responsible for production, delivery, and associated costs.

Under section 20.055(5), Florida Statutes, Vendor agrees to, and shall ensure it and its employees and agents shall, cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Failure to comply with this provision may constitute an Event of Default and may render this Contract subject to unilateral cancellation by FHKC as determined by FHKC in its sole discretion.

4.7 HIPPA Evaluation

Vendor shall provide FHKC with a copy of its periodic technical and nontechnical evaluation pursuant to 45 CFR §164.308(a)(8), which establishes the extent to which the privacy and security policies and procedures meet the requirements of 45 CFR Part 164 and all subparts.

4.8 Monitoring

FHKC shall monitor, directly and indirectly, Vendor for compliance with this Contract and applicable federal and state laws and regulations.

In addition to the Data, documentation, and information specified in this Contract, Vendor must submit any other Data, documentation, or information relating to the performance of Vendor's obligations under this Contract required by FHKC or the secretary of HHS. Vendor shall regularly monitor its own performance under this Contract.

Upon request, Vendor shall provide FHKC with any type of information FHKC deems relevant to Vendor's integrity or responsibility. Such information may include Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

Section 5: Insurance Coverage

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Vendor shall, at no cost to FHKC, secure, continuously maintain, and provide proof (e.g., certificate of insurance) of the insurance coverage required by law and this Section. Vendor will provide proof of insurance within five Business Days of Contract execution. Performance of Services may not commence on this Contract until such time as insurance is secured by Vendor and approved by FHKC, which approval shall not unreasonably be withheld or delayed. Vendor shall be responsible for any deductible payments. In no event shall FHKC be liable for any insurance claim from Vendor or agents or employees thereof. Once obtained by Vendor, Vendor shall keep all insurance coverages in effect until the expiration or termination of the Contract, and shall make available to FHKC upon its request. Vendor shall provide 30 Calendar Days prior written Notice to FHKC regarding the cancellation of any coverage.

5.1 Commercial General Liability Insurance

Vendor shall secure and continuously maintain commercial general liability insurance (inclusive of any amounts provided by an umbrella or excess policy).

5.2 Cyber Liability Insurance

Vendor must continuously maintain cyber liability insurance with limits of liability necessary to provide reasonable financial protections to Vendor and FHKC under the Contract.

5.3 Professional Indemnity Insurance

Vendor shall secure and continuously maintain professional indemnity insurance that shall cover professional liability and error and omissions.

5.4 Worker's Compensation Insurance

Vendor shall secure and continuously maintain workers' compensation insurance coverage as required under all relevant workers' compensation statutes. Such coverage shall comply fully with all applicable state and federal laws governing workers' compensation. The insurance shall cover all of Vendor's employees connected with the provision of Services. For any employee engaged in hazardous work under this Contract who is not protected or otherwise covered under applicable workers' compensation statutes, Vendor shall provide adequate insurance coverage for such employee that is satisfactory to FHKC.

Vendor may use a self-insurance program approved by the Florida Department of Financial Services, Division of Workers' Compensation, or if a force majeure condition causes Services to be provided by Vendor's employees located outside of the State of Florida, Vendor may use a self-insurance workers' compensation program approved by the state in which the Services are performed and Vendor's employees are located.

Section 6: Security [amend as necessary]

6.1 Security Officers

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Each Party's security officer shall work with the other Party's security officer with respect to security matters and related issues concerning the Contract. This does not preclude either security officer from working on other matters unrelated to the Contract.

6.2 System Security Controls Assessment Report

Vendor shall provide a system security assessment report based on moderate level NIST 800-53 or MARS-E security controls conducted by a qualified third party within two weeks of Contract execution. Such report shall be based on the system security plan controls set forth in Section 6.5.1. Vendor may provide proof of HITRUST certification in lieu of the system security assessment report.

6.3 Continuity of Operations Plan

Vendor shall maintain a COOP and make it available to FHKC upon request. The COOP shall describe the methodology and timelines associated with business continuity to address emergencies from an all-hazards and disasters approach or major system outage to ensure critical functions continue.

6.4 Background Screening

6.4.1 Background Screening Requirement

All Vendor employees and agents performing Services under the Contract must comply with all security and administrative requirements.

Prior to Access Vendor shall conduct the following background screenings (where available), or ensure that such a screening is conducted, for each employee, independent contractor, leased employee, volunteer, licensee, or any other person (hereinafter referred to as "Person" or "Persons") who has Access to the PHI, PII, or financial information of an Enrollee or Applicant:

- **a.** Criminal case searches:
  - **i.** County level in county(ies) where Person has lived;
  - **ii.** State level in state(s) where Person has lived; and
  - **iii.** Federal-level databases and any other national-level databases for any other country in which Person has lived.
- **b.** Other searches:
  - **i.** National Criminal Database Search, which includes:
    - **a)** National Sex Offender database for all 50 states;
    - **b)** Office of Foreign Assets Control (international economic and trade sanctions ("Terrorist Watchlist"));
    - **c)** Fraud Abuse Control Information System (FACIS) (sanctions from federal administrative agencies, e.g., OIG, DEA, and FDA);
    - **d)** Global sanctions ("Sentinel Watchlist")
  - **ii.** Social Security Number trace;
  - **iii.** Licensure verification (professional license and any administrative action); and
  - **iv.** Employment verification.

Unless an exemption is granted by FHKC in writing, Vendor shall ensure no Person has Access to PHI, PII, or financial information if:

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a. The Person would be precluded from any type of employment under section 435.04(2), (3), or (4), Florida Statutes;
b. The Person violated sections 812.0195, 815.04, 815.06, or 817.568, Florida Statutes; or
c. The Person violated 42 U.S.C. § 1320d-5.

The look-back period for background screenings shall be for a minimum of 10 years when 10 years of historical information is available.

Vendor shall develop and maintain policies and procedures related to the background screening requirement, including a procedure to grant an exemption from disqualification for disqualifying offenses revealed by background screening, as described in section 435.07, Florida Statutes.

Vendor shall provide an attestation of compliance within 30 Calendar Days of Contract execution.

Vendor shall maintain documentation of all background screening records pursuant to Section 9.5 Record Retention.

6.4.2 Failure to Perform Background Screening Obligations

Each time Vendor fails to perform its obligations under Section 6.4.1, FHKC shall be entitled to liquidated damages of $500 for each violation (i.e., per Person (as that term is defined in Section 6.4.1) not screened timely) per month (including partial months) until the violation is remedied. Liquidated damages shall be limited to $5,000 for this section. The Parties acknowledge that these liquidated damages are exclusive of any other right to damages; are not intended to be a penalty; and are intended to compensate for unknown and unascertainable damages associated with FHKC's internal staffing and administrative costs, as well as the diminished value of Services. Vendor's failure to perform these obligations shall also be an Event of Default, subject to cure as provided in Section 7.2 and shall entitle FHKC to recover any other damages it incurs (including any actual out-of-pocket expenses to investigate or remediate the violation) and pursue injunctive relief.

6.5 Vendor's Internal Security Controls

6.5.1 System Security Plan

Vendor shall maintain and implement a system security plan that describes the controls within the vendor system aligning with NIST SP 800-18 and the controls in NIST 800-53 Rev 5 moderate controls only, MARS-E, and Internal Revenue Service 1075, as applicable, as related to systems that will contain FHKC data. The system security plan shall include all applicable controls, a detailed system description including systems and services inventory related to FHKC data, detailed description of Data flows and authorization boundaries, role-based Access control model, system security monitoring activities, security clearance/staffing controls policies and procedures, and supporting documentation. The system security plan shall be a living document, which Vendor shall update as follows: (a) no less than annually, (b) when new vulnerabilities or compensating controls are identified that change the security posture or infrastructure, and (c) when additional products and controls are implemented.

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Vendor shall provide an attestation attesting to the system security plan within 30 Calendar Days of Contract execution. Vendor shall provide access to the system security plan upon FHKC request to allow FHKC to monitor the Contract or conduct a Contract audit.

6.5.2 Access Control

Vendor shall ensure network security protections are designed to prevent unauthorized network access to and within the internal product infrastructure. These security controls shall align to NIST Special Publication 800-53, Revision 5; MARS-E; and HITECH. Vendor shall actively monitor and manage network security as described in NIST 800-53 rev. 5.

Vendor shall allow Customers; Users; and Vendor employees, agents, or Subcontractors to Access the System based on security and information Access requirements through a web browser. Notwithstanding anything to the contrary in this Contract, Vendor shall: **[amend as appropriate]**

- **a.** Establish role-based Access for Users;
- **b.** Require account authentication or identity validation;
- **c.** Limit each User to one account with a unique username and password;
- **d.** Provide credentialing using two-factor authentication with a requirement for privileged accounts (i.e., Local System Administrators Group (LSAG));
- **e.** Log and retain all User and System actions for security auditing;
- **f.** Support the current and previous two versions of iOS and Android operating systems. Within 10 Calendar Days of a new operating system release, Vendor shall determine when the release can be supported and notify FHKC. Vendor shall identify (i) when the system release will be supported, (ii) the activities that must occur to support the operating system release and, (iii) if applicable, the barriers preventing Vendor from supporting the operating system release within 30 Calendar Days.
- **g.** At no additional cost to FHKC, maintain secure socket layer (SSL) Certificates from Verisign (or comparable vendor using leading, industry-standard SSL certification and encryption) for Accessing the System so the System is secure;
- **h.** Allow appropriate FHKC personnel, or designees, to have Access to Data being shared through a password-protected interface.

Vendor shall ensure all System environments are secured from unauthorized Access at all times.

6.5.3 Account and Password Security Protocols

Vendor shall establish and enforce secure account and password requirements and procedures for Users and Customers, with documented exceptions, that meet or exceed NIST Special Publication 800-53, including:

- **a.** Password length between 10 and 64 characters with use of uppercase letters, lowercase letters, numbers, and special characters;
- **b.** Presenting a real-time indicator of how strong the password is when establishing a new password;

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c. Providing two-factor authentication;
d. Locking accounts based on incorrect login attempts;
e. Changing passwords;
f. Resetting passwords to mitigate an actual or potential security breach;
g. Providing email notification when the password has been changed;
h. Providing email notification when the account has been locked;
i. Providing email notification when the account is unlocked with a password change;
j. Providing the ability for the Customer or User to recover the login ID (e.g., email the login ID);
k. Providing email notification when two-factor authentication is changed; and
l. Providing email notification when the email address is changed.

Vendor's System shall allow full tracking of all User and password changes, password attempts and lockout functionality, and emails initiated.

6.5.4 Network Security Protections

Vendor shall ensure network security protections are designed to prevent unauthorized network access to and within the internal product infrastructure. These security controls shall align to NIST Special Publication 800-53, Revision 5; MARS-E; and HITECH. Vendor shall actively monitor and manage network security as described in NIST 800-53 rev. 5.

Vendor shall ensure all hardware and software meet FHKC's security requirements, and Vendor shall equip all computers with adequate malware protection and encryption using endpoint security and full disk encryption software.

6.5.5 Encryption In-Transit and At-Rest

Vendor shall establish, maintain, and enforce (and Vendor shall ensure its affiliates, agents, and subcontractors establish, maintain, and enforce) a policy that restricts sending email containing any Data that is customarily considered sensitive or confidential in nature. Vendor agrees to encrypt the transmission of all Data that is customarily considered sensitive or confidential in nature. Vendor shall obtain FHKC's approval for the encryption software and procedures used by Vendor. As identified in the system security plan, Vendor shall comply with NIST recommendations for the use of leading industry standards for encryption for electronic PHI transmitted through email. Vendor shall configure Data that is customarily considered sensitive to support leading encryption industry standards.

Vendor may receive emails or other electronic transmissions from FHKC or a Covered Entity containing Data that is customarily considered sensitive or confidential in nature, subject to any appropriate security controls, including those set forth in **[Attachment A: Business Associate Agreement]**; further, in the event of such transmission, Vendor shall protect the confidentiality of such Data.

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All Data that is customarily considered sensitive or confidential in nature shall be encrypted while at rest using FIPS (Federal Information Processing Standards)-compliant full disk encryption (FDE) technology, including Data on all laptop computers, tablets, other portable computers, and data storage devices used to Access Data that is customarily considered sensitive or confidential in nature.

6.5.6 Telework and Telecommuting

Vendor shall maintain policies and procedures for telework (e.g., Access by User from a facility where Data does not reside) and telecommuting (e.g., Access by User from home or travel environment). For purposes of this Section, "telework" includes "telecommuting." Telework policies and procedures and other related documents shall meet the standards required for compliance with all laws and regulations, including HIPAA.

Vendor shall assess risk when developing, implementing, or changing its telework security policy, particularly for those aspects of the telework security policy for which various approaches may provide acceptable safeguards or for which unauthorized Access to PHI or PII is likely to occur without appropriate safeguards. Vendor shall require multifactor authentication or more stringent practices for any level of remote Access.

Upon request, Vendor shall provide FHKC with sufficient information to assure FHKC that appropriate policies, procedures, and practices are in place. Such information is not required to be so detailed that it may present a security risk.

6.5.7 No Offshoring

Except as expressly authorized in this Contract, Vendor and its Subcontractors and agents are prohibited from (a) performing any Services which require Access to Production Data outside the continental U.S., except with FHKC's prior written approval; (b) sending, transmitting, or maintaining Production Data outside the continental U.S.; or (c) Accessing Production Data from outside the continental U.S. Vendor is specifically authorized to use offshore resources so long as requirements (a), (b) and (c) are met. The Parties agree that a violation of this provision will:

- **a.** Result in immediate and irreparable harm to FHKC, entitling FHKC to immediate injunctive relief; provided, however, this shall not constitute an admission by Vendor to any liability for damages under paragraph (b) below or any claims, liability, or damages to a third party, and is without prejudice to Vendor in defending such claims; b.
- **b.** Entitle FHKC to recover damages, if any, arising from a breach of this Section. Vendor expressly agrees that FHKC's recovery of damages in this paragraph (b) is not subject to the limitations in Section 9.20; and,
- **c.** Constitute an Event of Default subject to cure under Section 7.2.

6.5.8 Onsite and Telework Security

Vendor shall ensure security requirements are met for onsite and telework locations, as applicable, including the following:

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a. Vendor shall prohibit the printing of PHI and PII without utilization of a personal identification number, passcode, or authentication device associated with the sender of the document;
b. Except as expressly authorized in this Contract or with FHKC's prior written approval, configure all computers with Access to Data to prohibit the storage of information to any location (other than the network server or central server), including USB/PIN drive, compact disk (CD), DVD, or similar device or drive; to the extent any computer retains such devices, they shall be disabled;
c. Vendor personnel working offsite or outside Vendor's locations may only Access PHI and PII via Vendor's virtual private network;
d. Only allow the printing of PHI and PII when necessary, require the on-site shredding of all paper documents when no longer necessary to support the Services, and employ an accredited shredding company to dispose of shredded documents. Vendor shall supervise all on-site shredding activities;
e. Ensure all printer and computer hard drives are erased, or destroyed prior to surplus, sale, or returned to lessor;
f. Remind employees frequently of their responsibility to safeguard PHI and PII and require them to report to their manager any suspected instances of security violations and perceived weaknesses in security procedures;
g. Provide a privacy disclosure policy to its employees and require signatures denoting the employee's understanding of the security provisions of this Contract. Upon request, Vendor shall provide a copy of the employees' signed privacy disclosure policy;
h. Ensure employees receive annual training regarding information privacy and security. Upon request, Vendor shall provide a copy of the privacy and security training materials and employee training logs to FHKC; and
i. Immediately report any problems or concerns discovered during the course of business or as a result of an investigation or audit to FHKC.

6.5.9 Production Data Access

Vendor and its Subcontractors shall require all systems containing Production Data to follow, at a minimum, all standard protocols and security compliance guidelines defined by the International Organization of Standardization.

[amend as appropriate]
The following requirements apply to Production Data:

a. Vendor and its Subcontractors may perform Services and/or Access Production Data from outside of the State of Florida but within the continental U.S. for purposes of (i) implementing or testing the COOP, (ii) providing desktop support services, or (iii) providing/receiving occasional and limited consulting assistance to or from a company affiliated with Vendor;
b. Members of the LSAG may perform Services and/or Access Production Data from outside Florida but within the continental U.S.;

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c. Persons in the LSAG must be pre-approved by FHKC, which approval shall not be unreasonably withheld. FHKC shall promptly review each request and either state its objections or request more information. Vendor shall advise FHKC's Contract manager of any changes in the LSAG and annually provide FHKC with an updated LSAG Master List as required in [**Attachment XX: Deliverables]**;

d. Employees of Vendor and any third-party software or hardware vendor (but not a Subcontractor) may provide ancillary support to Vendor. These employees may Access Production Data in the course of providing support provided the employee has a documented, legitimate business need to Access the Production Data and the following conditions are met: (i) the employees do not have direct Access to the System; (ii) the Access occurs within the continental U.S.; (iii) there is no practical risk of a breach of PHI under HIPAA; (iv) the restrictions in **Attachment A: Business Associate Agreement** and Section 6.5 are met; and (v) the employees meet the standard background screening requirements for their employer. The Parties acknowledge that this Section does not require any new or additional background screening processes;

e. In-house legal staff, internal audit staff, outside law firms, and independent auditing firms retained by Vendor may have limited Access to Production Data within the continental U.S. as is customary and reasonable within the scope of their professional engagement and provided the restrictions **in Attachment A: Business Associate Agreement** are met. These persons shall not be given direct Access to the System; and

f. Vendor may store emails containing Production Data on servers located in secure Vendor work locations outside the State of Florida but within the continental U.S. for employees who are based outside the State of Florida or whose emails are stored on servers located outside the State of Florida but within the continental U.S.

6.6 Liquidated Damages for Late Notice Under Business Associate Agreement

If Vendor fails to provide timely Notice as required by Sections 4.4, 4.5 and 4.6 of **Attachment A: Business Associate Agreement** then FHKC shall be entitled to liquidated damages equal to $500 per Calendar Day Vendor was required to provide Notice to the Customer or entity until such Notice is provided. These liquidated damages are exclusive of any other right to damages; are not intended to be a penalty; and are intended to compensate for unknown and unascertainable damages associated with FHKC's internal staffing and administrative costs, as well as the diminished value of Services. Vendor's failure to perform these obligations shall also be an Event of Default, subject to cure upon Notice from FHKC as provided in Section 7.2 and shall entitle FHKC to recover any other damages it incurs (including any actual out-of-pocket expenses incurred by FHKC to investigate and remediate the violation) and to pursue injunctive relief.

Section 7: Termination, Default, and Remedies

7.1 Right of Termination

7.1.1 Termination for Cause

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FHKC has the right to terminate the Contract in the event Vendor fails to cure an Event of Default as required in Section 7.2 or upon the occurrence of any event that is not subject to cure, as expressly identified in this Contract.

7.1.2 Termination for Non-Appropriation of Funds

FHKC may, in its sole discretion, terminate this Contract by providing 30 Calendar Days Notice to Vendor if the State of Florida and/or U.S. Government does not appropriate sufficient funds to AHCA, or if AHCA does not provide sufficient funding, for FHKC to perform the obligations under this Contract. The Contract shall terminate on the last day of the month in which sufficient funds were appropriated or funded, subject to the terms in this Contract.

FHKC may, in its sole discretion, extend the effective date of the termination.

7.1.3 FHKC Right to Terminate for Convenience

FHKC may terminate for convenience the Contract, in whole or in part, upon 60 Calendar Days Notice to Vendor when FHKC determines, in its sole discretion, that it is in its best interest to do so. Vendor shall not furnish any Services after the date of termination, except as necessary to complete the continued portion of the Contract, if any. Vendor shall not be entitled to recover any cancellation charges, consequential damages, or lost profits.
In the event FHKC terminates any portion(s) of the Contract, the portions of the Contract that are not terminated shall continue, and Vendor's sole and exclusive remedy is the recovery of the compensation set forth in Section 2.4 for any of the continued Services performed by Vendor. Any such payment shall be equitably reduced to exclude compensation for the terminated portion(s) of the Contract.

7.1.4 Termination Upon Mutual Agreement

With mutual agreement of both Parties, this Contract, or any part herein, may be terminated on an agreed date prior to the end of the Contract without penalty to either Party.

7.1.5 Termination for Lack of Payment

If FHKC fails to make payments in accordance with the schedule included in this Contract, Vendor may suspend work and pursue the appropriate remedies for FHKC's breach of its payment obligations. Vendor must provide FHKC at least thirty (30) calendar Notice of any suspension due to lack of payment and allow FHKC an opportunity to correct the default prior to suspension of work.

7.1.6 Termination upon Revision of Applicable Law

FHKC and Vendor agree if federal or state revisions of any applicable laws or regulations restrict FHKC's ability to comply with the Contract, make such compliance impracticable, frustrate the purpose of the Contract or place the Contract in conflict with FHKC's ability to adhere to its statutory purpose, FHKC may unilaterally terminate this Contract. FHKC

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shall send Vendor notice of termination and include a termination date of not less than thirty (30) calendar days from the date of notice.

7.1.7 Termination for Lack of Performance and Events of Default

This Contract is contingent upon the satisfactory continuous performance of Vendor. If Vendor fails to meet the deliverables described under this Contract in the time and manner prescribed; commits an Event of Default; or fails to adequately meet the terms of this Contract, FHKC may terminate this Contract, or any part herein, at its discretion. Such termination shall be effective on the date determined by FHKC and provided by written Notice to Vendor. Vendor shall not furnish any Services after the date of termination, except as necessary to complete the continued portion or cure any performance deficiencies of the Contract, if any, prior to termination.

Each of the following constitutes an Event of Default by Vendor:

- **a.** Breach of a material obligation under this Contract;
- **b.** The occurrence of any one or more of the following events:
  - **i.** Vendor fails to pay any sum of money due under the Contract;
  - **ii.** Vendor fails to provide any reports or other documents as required under the Contract;
  - **iii.** Vendor employs an unauthorized alien in the performance of any Services;
  - **iv.** Vendor fails to correct work that FHKC has rejected as unacceptable or unsuitable;
  - **v.** Vendor discontinues the performance of Services;
  - **vi.** As specified by FHKC, Vendor fails to resume discontinued Services;
  - **vii.** Vendor abandons the project;
  - **viii.** Vendor becomes insolvent or is declared bankrupt;
  - **ix.** Vendor files for reorganization under the bankruptcy code;
  - **x.** Vendor commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
  - **xi.** Vendor fails to promptly pay any and all Financial Consequences or liquidated damages imposed by FHKC;
  - **xii.** Vendor makes an assignment for the benefit of creditors without the approval of FHKC;
  - **xiii.** Vendor made or has made a material misrepresentation or omission in any materials provided to FHKC;
  - **xiv.** Vendor fails to procure and maintain the required insurance policies and coverages required by this Contract;
  - **xv.** A change in Vendor's ownership, structure, or control occurs in violation of the Contract;
  - **xvi.** Vendor utilizes a Subcontractor that has been placed on State of Florida's Convicted Vendors List in the performance of Services;
  - **xvii.** Vendor is suspended or is removed for cause as an authorized Vendor by any state or federal agency;

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xviii. Vendor is convicted of a felony;
xix. Vendor refuses to allow FHKC access to all equipment, documents, papers, letters, or other material subject to the audit terms of this Contract;
xx. Vendor refuses to allow auditor or third-party monitoring advisors Access as required by the Contract;
xxi. Vendor permits Data to be Accessed from, maintained, transmitted to, or viewed from outside the continental U.S., except as otherwise allowed in this Contract;
xxii. Vendor engages a Subcontractor in violation of the Contract;
xxiii. For any other cause whatsoever that Vendor fails to perform in an acceptable manner as determined by FHKC, pay associated Financial Consequences, or pay liquidated damages;
xxiv. Failure to timely notify FHKC upon discovery of problems or issues impacting a system;
xxv. Failure to comply with the requirements of Section 9.12; or
xxvi. Any other occurrence designated as an Event of Default in the Contract.

c. For any other reason identified elsewhere in the Contract as an Event of Default.

Waiver of the failure to perform satisfactorily or of breach of any provision of this Contract shall not be deemed to be a waiver of any other failure to perform or breach and shall not be construed to be a modification of the terms of this Contract.

7.2 Opportunity to Cure Event of Default

If Vendor has an Event of Default, FHKC shall provide Vendor Notice of the Event of Default and request that such default be cured ("Cure Notice"), except in those circumstances identified in this Contract for which the ability to cure is not available.

If Vendor fails to cure the specified Event of Default within 45 Calendar Days of receipt of the Cure Notice (or such other mutually agreed upon time) and the Parties have completed the dispute resolution process in Section 8 without resolution, then FHKC shall have the right to terminate the Contract for cause with Notice to Vendor. FHKC's right to terminate this Contract shall automatically expire if Vendor has cured the Event of Default prior to Vendor's receipt of the Termination Notice.

In the instance of a continuous performance default as set forth in Section 7.1.7, FHKC must provide a Cure Notice to Vendor within 120 Calendar Days after FHKC receives a performance standard report indicating continuous performance default. FHKC's right to terminate the Contract under this provision shall be in addition to any other rights and remedies at law or in equity.

7.3 Consequences of Termination

Nothing in this Section shall preclude either Party from asserting any rights to seek damages incurred (including without limitation FHKC's costs to replace the Services to the

extent those costs exceed what FHKC would have paid for the Services). The limitations of liability in Section 9.20 and all other provisions intended to survive termination shall continue in effect.

7.4 Suspension of Work

FHKC may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of FHKC to do so. FHKC shall provide Vendor Notice outlining the particulars of suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension Notice, Vendor shall comply with the Notice and shall not perform any Services that contravene the Notice. Within 90 Calendar Days, or any longer period agreed to by Vendor, FHKC shall (a) issue a Notice authorizing resumption of work, at which time activity shall resume, (b) terminate the Contract, or (c) extend the suspension period. In the event FHKC suspends any portion(s) of the Contract, the portions of the Contract that are not suspended shall continue, and Vendor's sole and exclusive remedy is the compensation set forth in Section 2.4, for any of the continued Services performed by Vendor. FHKC's payment shall be equitably reduced to exclude compensation for the suspended portion(s) of the Contract.

7.5 FHKC's Default

Upon material breach by FHKC, Vendor shall give FHKC Notice of the breach and request that such default be cured ("Cure Notice"). If FHKC fails to cure the specified breach within 45 Calendar Days of receipt of the Cure Notice (or such other mutually agreed upon time) and the Parties have completed the dispute resolution process in Section 8 without resolution, then Vendor may pursue compensation due for deliverables as provided in Section 3. Vendor shall not, however, discontinue or terminate providing Services. Vendor is not entitled to, and shall not seek, any compensation or damages other than the compensation provided for in Section 2.4. Vendor shall not be entitled to consequential damages, lost profits, lost business opportunity, or any damages.

7.6 Rights Cumulative, No Waiver

Except as otherwise expressly set forth in the Contract, the rights and remedies provided and available to FHKC and Vendor in this Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a Party, shall be deemed to be in exclusion of any other. The election of one remedy shall not be construed as a waiver of any other remedy or of any rights and remedies either Party may have in law or equity. FHKC, in its sole discretion, may waive, in whole or in part, any of Vendor's obligations under this Contract unless such waiver would result in unapproved noncompliance with any federal and/or state law, regulation, rule, or FHKC's contract with AHCA.

7.7 FHKC's Rights Upon Uncured Vendor Default

If Vendor commits an uncured Event of Default under this Contract, FHKC may perform or engage a third party to perform the uncured Services at the reasonable expense of Vendor. Vendor shall reimburse FHKC for all costs and expenses incurred, subject to the limitations

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of liability contained herein, together with a rate of interest pursuant to section 55.03(1), Florida Statutes. The rate of interest shall be measured from the date Vendor receives Notice from FHKC that such payment is due until Vendor pays or credits such amount to FHKC, as determined by FHKC.

7.8 Right to Equitable Relief

In lieu of terminating the Contract upon the occurrence of an Event of Default, FHKC may institute legal proceedings to compel performance of any obligation required to be performed by Vendor hereunder including, where appropriate, actions for specific performance and injunctive relief. Vendor agrees that it does not have any right to equitable relief against FHKC and shall not attempt to institute any proceeding for equitable relief against FHKC.

7.9 Third-Party Satisfaction

In the event FHKC issues a termination Notice because of Vendor's Event of Default, Vendor shall satisfy all undisputed obligations to its Subcontractors and all other third parties before FHKC shall pay Vendor for Services rendered.

Section 8: Dispute Resolution

Any conflict or dispute between FHKC and Vendor relating to the Contract shall be resolved in accordance with the procedures specified in this Contract, which shall be the sole and exclusive procedures for the resolution of any such disputes prior to litigation. Negotiations and mediation as herein prescribed are conditions precedent to litigation; however, this Section shall not apply in the case of termination for convenience as provided in Section 7.1.3.

8.1 Informal Negotiations/Informal Resolution

Whenever FHKC and Vendor have a dispute related to the Contract, Vendor's account manager and FHKC's contract manager and/or their respective supervisors shall immediately attempt to resolve the dispute, subject to the approval of the authorized signatory of the Parties or their designees.

8.2 Informal Executive-Level Negotiations

If the dispute is not resolved pursuant to Section 8.1, Vendor and FHKC shall attempt in good faith to resolve any dispute promptly by negotiation between executives of FHKC and Vendor or their designees having authority to settle the dispute, and who are at a higher level of management than persons with direct responsibility for the administration of the Services at issue. Either Party may declare the informal negotiation process terminated by delivering Notice thereof to the other Party.

8.3 Mediation

Within five Business Days after delivery of the Notice declaring the informal negotiation process terminated, either Party may initiate a mediation proceeding by a request in writing. Mediation is a condition precedent to filing any action by either Party.

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8.3.1 Mediation Procedure
All mediation proceedings shall be conducted in accordance with the Contract, the Florida Rules for Certified and Court-Appointed Mediators, and applicable Florida Statutes.

8.3.2 Selection of a Mediator
If FHKC and Vendor do not agree on the selection of a mediator within 10 Calendar Days of the request for mediation, then FHKC shall unilaterally select the mediator, who must be a Florida-certified Circuit Court mediator. Both Parties shall promptly cooperate with the appointed mediator to effectuate mediation.

8.3.3 Location of Mediation
Unless otherwise agreed in writing by FHKC and Vendor, mediation sessions shall occur in Tallahassee, Florida. Florida law shall apply to any such action, without giving effect to Florida's choice of law principles.

8.3.4 Mediation Period
Mediation pursuant to this Section shall be conducted over a period of 45 Calendar Days following the appointment of a mediator, unless otherwise agreed upon by the Parties. If the dispute cannot be resolved by the mediation deadline or by the end of any mutually agreed continuation thereof, FHKC, Vendor, or the mediator may give Notice declaring the mediation process terminated.

8.3.5 Obligation to Mediate
The Parties regard the obligation to mediate as an essential provision and one that is legally binding on each. Either Party may bring an action to enforce this obligation in the circuit court of Leon County, Florida.

8.3.6 Confidentiality
The Parties agree to maintain the confidentiality of the content of matters discussed during any mediation regarding disputes arising under this Contract, which shall be deemed as compromise and settlement negotiations.

8.4 Notice of Decision
If the procedures outlined above do not resolve the dispute, the dispute shall be decided by FHKC's Chief Executive Officer, who shall reduce the decision to writing and serve a copy to Vendor. The decision of FHKC's Chief Executive Officer shall be final and conclusive unless Vendor files an action in circuit court within 21 Calendar Days from the date of receipt of the FHKC's Chief Executive Officer's decision. Exhaustion of administrative remedies is an absolute condition precedent to Vendor's ability to pursue any action in circuit court.

8.5 Performance to Continue

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Subject to the termination provisions specified in Section 7, each Party shall continue to perform its obligations under this Contract pending final resolution of any dispute arising out of this Contract.

Section 9: General Requirements

9.1 Independent Entities

In connection with this Contract, each Party is considered an independent entity and as such shall not have any authority to make any representation, warranty, or binding commitment on behalf of the other Party, except as expressly provided in this Contract or as otherwise agreed to in writing by the Parties. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties, any affiliate, employee, or agent of a Party for any purpose. Under no circumstance shall one Party's employees be construed to be employees of the other Party, nor shall one Party's employees be entitled to participate in the profit sharing, pension, or other plans established for the benefit of the other Party's employees. Neither Party shall be deemed a joint employer of the other's employees; each Party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other Party for any purpose. The agreements of the Parties set forth in this Contract are not intended for, nor shall they be for the benefit of or be enforceable by, any person not a Party.

9.2 Assignment

Vendor shall not sell, assign, or transfer any of its rights, duties, or obligations under this Contract without the prior written consent of FHKC. No change in Vendor's organization, if any, shall operate to release Vendor from its liability for the prompt and effective performance of its obligations under the Contract. All terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

9.3 Bankruptcy

FHKC shall have the absolute right to terminate this Contract, at its sole discretion, in the event Vendor files a petition for bankruptcy or for approval of a plan of reorganization or arrangement under the Bankruptcy Act. Vendor shall give FHKC notice of the intent to petition for bankruptcy or reorganization or arrangement at the time of the filing and immediately provide a copy of such filing to FHKC. FHKC shall have thirty (30) calendar days to elect to terminate this Contract.

9.4 Confidentiality and Public Records

Vendor shall treat all information obtained through its performance under this Contract as confidential to the extent such information is protected under Florida and federal law. Vendor shall not use any information except as necessary for the proper discharge of the Services.

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Vendor shall not use or disclose any PHI, PII, or Confidential Information obtained through its performance under this Contract, except as allowed under this Contract and Florida and federal laws, including HIPAA; sections 624.91 and 409.821, Florida Statutes; and chapter 119, Florida Statutes. Such information shall not be disclosed without the written consent of FHKC or the Customer(s), except as otherwise required under Florida or federal law.

This Section does not prohibit the disclosure of information in summary, statistical, or other de-identified forms.

The Parties agree to maintain the integrity of the other Party's Confidential Information to the extent provided under the law and this Contract. Neither Party shall disclose or allow others to disclose the other Party's Confidential Information except as provided by law or this Contract. Such Confidential Information includes security procedures, business operations information, or commercial proprietary information in the possession of FHKC. A Party shall not be required to keep Confidential Information or material that is publicly available through no fault of the other Party; information or material that a Party developed independently without relying on the other Party's Confidential Information; or information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Vendor shall take appropriate steps as to the training of its employees and agents. This paragraph shall survive termination or expiration of the Contract.

9.4.1 Marked and Redacted Copies of Confidential Information

Records produced or used in relation to the performance of this Contract may be subject to chapter 119, Florida Statutes. If Vendor considers any portion of any documents, Data, or records submitted to FHKC to be Confidential Information, Vendor must (a) clearly mark "CONFIDENTIAL INFORMATION" on every page that contains Confidential Information and (b) simultaneously provide FHKC with a separate, redacted copy of the information it claims as exempt and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, shall be clearly titled, and include "Redacted Copy." The redacted copy should only redact those portions of material that Vendor claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. The following methods of redacting are not sufficient for designating information as Confidential Information:

- **a.** Statements to the effect that the record "may" contain confidential, trade secret, proprietary, or exempt information;
- **b.** Designations outside the body of the record such as in an electronic document title or in the body of an email providing the record; or
- **c.** Placement or formatting that interferes with FHKC's ability to access the information such as using an opaque watermark.

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Vendor is solely responsible for ensuring the adequacy and completeness of any redactions.

If Vendor fails to submit a redacted copy of information it claims is confidential, proprietary, trade secret, or otherwise not subject to disclosure, FHKC is authorized to produce the entire documents, Data, or records in response to a public records request or other lawful request for those records, without a cause of action by Vendor for such lawful disclosure.

Records in which the sole Confidential Information is PHI or PII are excluded from this redaction requirement.

9.4.2 Request for Confidential Information

In the event of a public records or other disclosure request pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents marked as "Redacted Copy" are responsive, FHKC shall provide Vendor-redacted copies to the requester. If a requester asserts a right to the Confidential Information, FHKC shall notify Vendor such an assertion has been made. It is Vendor's responsibility to assert that the Confidential Information is not subject to disclosure under chapter 119, Florida Statutes, or other applicable law. If FHKC becomes subject to a demand for discovery or disclosure under legal process regarding the Confidential Information, FHKC shall give Vendor prompt Notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). Vendor shall be responsible for defending its determination that the redacted portions of its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4.3 Indemnification

Vendor shall protect, defend, and indemnify FHKC for any and all claims arising from or relating to Vendor's assertion that any materials or information is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4.4 Vendor as Agent

Vendor agrees to advise FHKC prior to the release of any information in response to a request for public records and, upon FHKC's request, provide FHKC with a copy of the requested records at no cost. All records stored electronically must be provided to FHKC in a format that is compatible with FHKC's information technology systems.

Section 409.821, Florida Statutes, provides certain public records exemptions for Florida KidCare documents. If, under this Contract, Vendor is providing Services and is acting on behalf of a public agency, as provided by sections 119.011 and 119.0701, Florida Statutes, Vendor shall:

- **a.** Keep and maintain public records required by the public agency to perform the service;

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b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law if Vendor does not transfer the records to the public agency;

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the Contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

9.4.5 Access to Records

Vendor recognizes and acknowledges the requirements of chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution. Upon reasonable Notice, Vendor shall provide FHKC with reasonable access to inspect and copy all public records and information, including physical and electronic records and information, related to or created as a result of this Contract. Except as provided herein, under no circumstances whatsoever shall Vendor refuse to provide, delay, or prohibit FHKC's access to public records in the possession of Vendor or its Subcontractors.

9.4.6 Vendor's Failure to Comply

Vendor must allow public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and chapter 119.07, Florida Statutes. FHKC may unilaterally terminate this Contract for Vendor's failure to comply with any provision of Section 9.4.

9.5 Record Retention

Notwithstanding any other provision of this Contract, Vendor shall retain all audit records associated with this Contract (a) for at least 10 anniversary years from the issuance of the a report or a project closure; (b) Contract documents for 5 fiscal years following the expiration or termination of the Contract or from the date of completion of any audit of the

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contract, whichever is later. Such records include all Data, financial records, medical records, supporting documents, statistical records, information, and any other documents (including electronic storage media) pertinent to performance under this Contract. FHKC shall make its record retention schedule available to Vendor upon request.

Vendor shall retain the physical record for at least 90 Calendar Days for any record converted into an electronic format, which shall be retained in accordance with the retention schedule.

Vendor shall maintain billing and payment records and documentation in accordance with generally acceptable accounting principles sufficient to substantiate all expenditures under this Contract.

Vendor shall securely store such records as appropriate for the contents of the record. Vendor is responsible for all storage costs associated with record maintenance under this Contract.

At the end of the record retention period, Vendor shall consult with FHKC as necessary to assure an appropriate means of return and/or destruction of all records, including PHI and PII, and shall notify FHKC in writing when such destruction is complete. If PHI or PII is to be returned, the Parties shall document when all information has been received by FHKC.

Before Vendor returns and/or destroys records, Vendor shall provide such detail as requested by FHKC. In the event Vendor determines that returning or destroying records is not feasible, Vendor shall provide to FHKC notification of the conditions that make return or destruction not feasible, and Vendor shall:

- **a.** Retain only those records necessary for Vendor to continue its proper management and administration or to carry out its legal responsibilities;
- **b.** Return to FHKC (or, if agreed to by FHKC, destroy) the remaining records that Vendor still maintains in any form;
- **c.** Continue to use appropriate safeguards and comply with the HIPAA Security Rule with respect to PHI to prevent Access, acquisition, use, or disclosure of the PHI, other than as provided for in this Section, for as long as Vendor retains the PHI;
- **d.** Not use or disclose PHI or PII retained by Vendor other than for the purposes for which such information was retained and subject to the same conditions set forth in Section 7 of **Attachment A: Business Associate Agreement**, which applied prior to termination or expiration of the Contract; and
- **e.** Return to FHKC (or, if agreed to by FHKC, destroy) PHI or PII retained by Vendor when it is no longer needed by Vendor for its proper management and administration or to carry out its legal responsibilities.

At the end of the applicable retention period, Vendor shall return or destroy all records at FHKC's sole discretion. Destruction of records is Vendor's responsibility.

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Failure to comply with this Section may constitute an Event of Default and may render this Contract subject to termination by FHKC as determined by FHKC in its sole discretion. This Section survives termination or expiration of the Contract.

9.6 Documents and Data

During Vendor's performance of this Contract, Vendor agrees that Data is and shall remain the sole and exclusive property of FHKC, free and clear of any and all claims of Vendor. Vendor, its Subcontractors, and agents may not sell or use Data for purposes other than as contemplated by this Contract without prior written consent of FHKC. All Data, or copies thereof, shall be immediately delivered to FHKC in the format mutually agreed upon by the Parties as requested.

9.7 Advertising

Vendor shall submit to FHKC all press releases and other publicity matters relating to this Contract or any mention or reference to FHKC or any FHKC personnel. Vendor shall not publish or use press releases or publicity matters without obtaining FHKC's written consent, which shall not be unreasonably withheld or delayed. This provision shall not apply to Vendor's marketing materials that merely list FHKC as a client.

Vendor shall not use the marketing materials, logos, trade names, service marks, or other materials belonging to FHKC without FHKC's written consent. Written authorization must be received for each individual use or activity prior to use.

Vendor shall not use any marketing materials, logos, trade names, service marks, or other materials identifying Florida KidCare without obtaining prior written authorization from the entity holding the rights to such names or marks.

9.8 FHKC Materials

9.8.1 Licensing

All materials and deliverables developed under this Contract for FHKC ("FHKC Materials"), including Vendor-created modifications or improvements to FHKC Materials, belong to and are the property of FHKC. Vendor shall transfer the content and data of any deliverables, including websites, domain names, trademarks, contests, photos and/or video, promotional items, dashboard data, and any other materials created under this Contract, to FHKC or its designee upon the completion of the deliverable or upon a date mutually agreed upon by the Parties, but not later than the end date of this Contract. FHKC will provide Vendor with access to FHKC Materials. FHKC hereby grants Vendor a limited, revocable, fully paid-up, royalty-free, non-exclusive, non-transferable license and privilege to use, operate, reproduce, copy, modify, prepare derivative works based on, perform, display, and view FHKC Materials for the sole purpose of performing under this Contract. If Vendor or Subcontractor creates or develops modifications or improvements to FHKC Materials or refers to FHKC Materials to create or develop any other materials, the resulting modifications, improvements, and materials, including all Intellectual Property

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Rights therein, will be deemed Work Product, and FHKC will own all right, title, and interest thereto.

Except as permitted in this Contract or as otherwise authorized in writing by FHKC, Vendor shall not:

- **a.** Sell, lease, license, sublicense, loan, encumber, or otherwise deal in any portion of FHKC Materials;
- **b.** Use any portion of FHKC Materials to compete with FHKC's licensors for customers;
- **c.** Provide, disclose, divulge, make available to, or permit use of FHKC Materials by persons other than FHKC's employees;
- **d.** Authorize any person to engage in actions restricted by this Section 9.8.1; and
- **e.** Object to the continued use of FHKC Materials by FHKC or its licensors in the pursuit of other business.

For clarity, this license does not include any right for Vendor to exploit FHKC Materials for the benefit of Vendor or any third party, including without limitation any other client of Vendor.

9.8.2 Ownership

Vendor acknowledges and agrees that this Contract does not provide Vendor with any ownership interest in or rights to FHKC Materials. Vendor shall reproduce, and shall not alter or modify, any copyright notices affixed to, on, or in FHKC Materials.

9.8.3 Termination of License

FHKC may terminate for convenience the license granted in Section 9.8.1.

9.8.4 Disclaimer of Warranties

FHKC Materials are provided by FHKC "as is" and without any warranty or condition, either express or implied, including to (a) implied warranties and conditions of merchantability, fitness for a particular purpose, title, or non-infringement, and (b) any warranty against errors or omissions.

9.8.5 Non-disclosure

FHKC Materials are confidential. Without FHKC's prior written consent, Vendor will not directly or indirectly disclose, or permit to be disclosed, FHKC Materials to any third party except its employees who have a need to know and who are bound by a duty of confidentiality. Vendor shall exercise due care in protecting FHKC Materials from unauthorized use and disclosure.

9.8.6 Notification of Unauthorized Disclosure

Vendor shall notify FHKC in writing without unreasonable delay of any possession or use of FHKC Materials that exceed the license rights of Section 9.8.1. Vendor shall inform FHKC

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of the circumstances surrounding such possession or use and reasonably cooperate with FHKC to stop such possession or use.

9.8.7 Remedies for Violation

Vendor's use or authorization of a third party to use FHKC Materials beyond the license of Sections 9.8.1 or 9.8.6 is a material breach of the Contract as provided in Section 7 and will entitle FHKC to recover any damages it incurs (including any actual out-of-pocket expenses incurred by FHKC to investigate and remediate the violation) and to pursue injunctive relief.

9.9 Vendor's Property

Except as identified as an FHKC responsibility in this Contract, Vendor, at no cost to FHKC, shall furnish, install, operate, and maintain all property required to perform the Services. FHKC and its authorized agent, provided such agent is not a competitor of Vendor, reserve the right to inspect the area in Vendor's facilities where Services are performed at any time.

9.10 Vendor Integrity

9.10.1 Gift Prohibitions

Vendor shall not offer any gifts, including any meal, service, or item of value, even if such value is de minimis, to FHKC Board members, ad hoc Board members, committee members, employees, or agents.

Vendor shall not directly or indirectly (a) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FHKC or State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (b) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FHKC or State of Florida officer or employee.

Vendor shall not offer any gifts, including any meal, service, or item of value, even if such value is de minimis, to FHKC Board members, ad hoc Board members, committee members, employees, or agents.

Vendor shall not directly or indirectly (a) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FHKC or State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (b) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FHKC or State of Florida officer or employee.

9.10.2 Prohibition on use of Funds

Vendor shall not expend any funds received under this Contract to purchase food, beverages, or other refreshments except as may otherwise be permitted under section 624.91, Florida Statutes.

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9.10.3 Public Entity Crime, Scrutinized Company, and Discriminatory Vendor Lists
In executing this Contract, Vendor certifies that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133, Florida Statutes, or any convicted Vendor list maintained by the federal government; is not listed as provided in sections 287.134 and 287.135, Florida Statutes, on any of the Scrutinized Companies Lists created pursuant to sections 215.4725 or 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria; or on any similar list maintained by any other state or the federal government. Vendor further certifies it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

Vendor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

Vendor agrees that it may not be awarded or perform work as a Vendor, supplier, or consultant for FHKC for a period of 36 months from the date of being placed on the convicted Vendor list. Failure to comply with this Section is an Event of Default and may be grounds for termination of this Contract in accordance with Section 7.

Vendor agrees FHKC may immediately terminate this Contract for cause if Vendor is found to have submitted a false certification during the Contract Term.

9.10.4 Debarment
In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions including that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

In executing this Contract, Vendor certifies that neither owners, directors, officers, employees, principals, or Subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. Additionally, Vendor certifies the following:

- **a.** Each entity whose Contract/Subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each Contract/Subcontract. Additionally, entities who audit federal programs must also sign, regardless of the Contract amount. The Florida Healthy Kids Corporation cannot contract with these types of Entities if they are debarred or suspended by the federal government.
- **b.** This certification is a material representation of fact upon which reliance is placed when the Vendor enters into this Contract or enters into a Subcontract with a Subcontractor. If it is later determined the signer knowingly rendered an erroneous

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certification, the federal government may pursue available remedies, including suspension and/or debarment.

c. Vendor shall provide immediate written notice to the Contract manager at any time Vendor learns its or its Subcontractor's certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Vendor may contact the contract manager for assistance in obtaining a copy of those regulations.

e. Vendor agrees by submitting this certification that, it shall not knowingly enter into any Subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract unless authorized by the federal government.

f. Vendor agrees by submitting this certification that it will require each Subcontractor of this Contract/Subcontract, to submit a signed copy of this certification.

g. The FHKC may rely upon a certification of Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows the certification is erroneous.

h. This signed certification must be kept in the Contract manager's file. Subcontractors' certifications must be kept at Vendor's business location.

Vendor understands that failure to comply with this provision is subject to 42 CFR 438.610(d), which is incorporated by 42 CFR 457.1285.

9.10.5 Cost of Investigation

Vendor agrees to reimburse FHKC and/or the State of Florida for the reasonable costs of investigation incurred by FHKC and/or the State of Florida for investigations of Vendor's compliance with the terms of this Contract that results in the suspension or debarment of Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel, expenses, lodging expenses, and expert witness and documentary fees. Vendor shall not be responsible for any costs of investigations that do not result in Vendor's suspension or debarment.

9.11 Conflict of Interest

Vendor must disclose any real, apparent, or potential conflict of interest with FHKC. A conflict of interest arises when an employee; any member of employee's immediate family; employee's partner; or an organization that employs or is about to employ any FHKC Board member, committee member, employee, or agent, have a financial or other interest in, or a tangible personal benefit from, a person or organization considered for contract.

The Conflict of Interest Disclosure Form is included as **Attachment B**, and shall be executed and submitted by Vendor as applicable.

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FHKC shall be the sole determiner of whether a conflict of interest exists, and the action needed to resolve the conflict.

9.12 Lobbying

Vendor shall disclose information regarding the lobbying activities of Vendor, employees, and its agents in compliance with applicable state and federal requirements. Vendor shall ensure no funds have been or shall be used for the purpose of lobbying in accordance with section 216.347, Florida Statutes, and 31 U.S.C. § 1352. The Certification Regarding Lobbying Form is included as **Attachment C**.

9.13 Non-Competition and Non-Solicitation

Upon termination or expiration of this Contract, Vendor shall not prohibit any current or former employee or agent from being directly or indirectly employed by any Vendor that is contracted to provide third-party administrative Services to FHKC.

Vendor acknowledges that FHKC recruits and trains personnel to perform work directly and indirectly related to this Contract and that this is a costly and time-consuming effort. Regarding any FHKC employee or Board of Directors member who participated personally and substantially through Contract development, decision, approval, disapproval, recommendation, rendering of advice, investigation, or administration, Vendor shall not directly or indirectly employ such person for a period of 24 months after the person vacates his or her position, unless waived by FHKC in writing.

9.14 Good Standing

Vendor must maintain good standing as a Florida or foreign profit or non-profit corporation, partnership, limited liability company, or other recognized business entity authorized to transact business pursuant to the laws of Florida.

9.15 Representation of Ability to Perform

Vendor represents that there is no pending or threatened action, suit, proceeding, inquiry, or investigation at law or equity or any other legal or financial condition before or by any court, governmental agency, public board, or other body that would materially prohibit, restrain, or enjoin the execution or delivery of Vendor's obligations, diminish Vendor's obligations, or diminish Vendor's financial ability to perform the terms of this Contract. Vendor shall notify FHKC in writing within one Business Day after Vendor becomes a party to any of the aforementioned actions, suits, proceedings, inquiries, or investigations, or any other legal or administrative action. Vendor shall remain adequately capitalized during the term of this Contract. Vendor's failure to comply with this Section constitutes an Event of Default and shall be grounds for termination of this Contract in accordance with Section 7.

9.16 Governing Law and Compliance

This Contract shall be governed by applicable State of Florida and federal laws and regulations as such may be amended during the term of the Contract, whether or not

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expressly included or referenced in this Contract. Each Party shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to such Party in its performance of this Contract, including any such federal, state, and/or local laws, ordinances, rules, and/or regulations that are effective, modified, or repealed after the execution of this Contract.

Vendor shall ensure that it and its Subcontractors are, to the best of their knowledge, not in violation of any laws referenced in this Contract as of the Effective Date of Services.

Additionally, by executing this contract Vendor certifies to compliance with the following provisions as such may from time to time be amended during the term of this Contract: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.

- **a.** Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- **b.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- **c.** The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- **d.** Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- **e.** The American Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires accommodation for persons with disabilities.
- **f.** Section 274A (e) of the Immigration and Nationalization Act, FHKC shall consider the employment by any contractor of unauthorized aliens a violation of this Act.
- **g.** Title XXI of the federal Social Security Act.
- **h.** All applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387), to the extent applicable to Vendor in its performance of the Services.
- **i.** Not to discriminate on the basis of race, religion, sex, creed, national origin, disability, age, marital status, or veteran's status in its employment practices. Vendor agrees to comply with the laws of Florida and of the U.S., regarding such non-discrimination and equality of opportunity, which are applicable to Vendor.
- **j.** The drug free workplace program as defined in section 287.087, Florida Statutes.
- **k.** All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.
- **l.** All applicable state and federal laws and regulations governing FHKC.

Vendor shall provide Notice to FHKC within three calendar days if Vendor believes that any federal, state, and/or local law, regulation, rule, ordinance, or other governmental restrictions have been imposed that require alteration of the material, quality, workmanship, or performance under the Contract. FHKC may, at its sole discretion, accept

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any such alteration or cancel the Contract at no further expense to FHKC. AHCA, DCF, DOH, and FHKC retain sole responsibility for interpreting, establishing, and administering federal and state policies, rules, procedures, and directives. FHKC does not delegate any authority or discretion to Vendor in regard thereto.

If during that process (or at any other time), Vendor or any Subcontractor discovers that it is not in compliance with the Contract obligations, Vendor and Subcontractor shall immediately take corrective action. As part of the corrective action, Vendor and the Subcontractor shall, within three Business Days, or sooner if required elsewhere in the Contract, of discovering the noncompliance, notify FHKC of the particulars.

The Parties agree that failure to comply with this Section may constitute a material breach of the Contract and may be grounds for termination of this Contract.

9.17 Contract Overlap

By entering into the Contract, Vendor authorizes FHKC to eliminate duplication between the Contract and any other agreements in the manner FHKC deems to be in its best interest.

9.18 Forum and Venue

Without limiting the dispute resolution process set forth in Section 8, the exclusive forum and venue for any legal action that arises out of or relates to the Contract for which there is no administrative remedy shall be a state court of competent jurisdiction in Leon County, Florida, or, on appeal, the First District Court of Appeal. Florida law shall apply to any such action, without giving effect to Florida's choice of law principles. The Parties waive any right to jury trial. Further, hearings and depositions for any legal action shall be held in Leon County, Florida. FHKC, in its sole discretion, may waive this venue for depositions.

9.19 Payment of Fees and Costs

Except as provided by Section 9.21, FHKC and Vendor shall each bear its own attorneys' fees, costs, and legal expenses incurred in connection with any negotiations, mediation, administrative proceeding, legal action, dispute, litigation, or other proceeding, whether or not suit is filed, at both the trial and appellate levels pursuant to this Contract. The Parties shall equally share the cost of the mediator, if applicable.

9.20 Liability

Except as otherwise set forth in this Contract, (a) neither FHKC nor Vendor shall be liable to the other Party or to any third party for any lost profits or any loss of business or any consequential, special losses, or damages of any kind; and (b) the sole and exclusive remedy of Vendor and FHKC for any claim, loss, or damages in any way related to, or arising out of, this Contract or any Services provided or anticipated to be provided shall be limited to such Party's actual, direct damages. None of the limitations expressed in (a) and (b) shall preclude FHKC from seeking injunctive relief.

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9.21 Indemnity

Vendor shall indemnify, defend, and hold harmless FHKC and FHKC's officers, directors, employees, and agents from and against any third-party claims, actions, suits, proceedings of any kind, demands, losses, liabilities, damages, costs, or expenses (including attorneys' fees and court costs) relating to the following:

a. General Indemnity. Any act or omission caused or alleged to be caused by Vendor or its employees, principals, partners, agents, and/or Subcontractors, whether acting alone or in collusion with others, relating to or arising out of the performance of Vendor's obligations this Contract.

b. Public Records Indemnity. Any assertion by a third party that Vendor's records, documents, materials, or information are subject to disclosure pursuant to chapter 119, Florida Statutes.

c. Intellectual Property Indemnity. Any assertion by a third party that Work Product or a portion of Services infringes a U.S. patent, copyright, trademark, service mark, trade secret or similar rights of third party. The obligations of this paragraph do not apply to the extent the claim or allegation of infringement results from (a) FHKC's misuse or modification of the Services or Work Product or (b) FHKC's failure to use corrections or enhancements to the Services or Work Product made available by Vendor or a Subcontractor.
If any Services are, or in Vendor's opinion likely to be, held to be infringing, Vendor shall at its expense and option either: (a) procure the right for FHKC to continue using it, (b) replace it, as approved by FHKC, with a non-infringing product or service equivalent in function and capabilities, or (c) modify it, as approved by FHKC, to make it non-infringing but equivalent in function and capabilities.

d. Business Associate Agreement Responsibilities. Any Breach of Security, Breach of Protected Health Information or Electronic Protected Health Information, or Security Incidents (as those terms are referenced or defined in the Business Associate Agreement) caused by Vendor or its employees, principals, partners, agents, and/or Subcontractors.

FHKC agrees to provide written Notice to Vendor of any demand for defense or indemnity. If an action, suit, or proceeding is initiated for which Vendor must defend or indemnify FHKC, FHKC will reasonably cooperate with Vendor's defense of such action, suit, or proceeding. Vendor may settle any claim, suit, or proceeding (at Vendor's sole expense) without FHKC's approval provided the settlement does not include any obligation and/or admission of FHKC.

To the extent FHKC seeks to enforce this Section, FHKC shall be entitled to attorneys' fees, including the fees for hiring outside counsel, and court costs.

This Section shall survive termination or expiration of the Contract.

9.22 Financial Consequences and Liquidated Damages

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Vendor acknowledges the Financial Consequences specified in this Contract are solely for Vendor's failure to perform the minimum level of service required by the Contract.

Vendor may dispute or request a waiver of any Financial Consequences assessed by submitting such request in writing to FHKC's contract manager within five Business Days of receipt of the Financial Consequences assessment. Requests shall clearly identify the Financial Consequences being assessed, provide a narrative describing Vendor's reasoning for the dispute or waiver request, and include any supporting documentation. FHKC shall review and respond to the request in writing. FHKC's decision shall be the final determination.

FHKC may waive Financial Consequences, in whole or in part, for any reason in its sole discretion. The waiver of Financial Consequences in one instance does not provide Vendor any right or expectation to future waived Financial Consequences under the same or any other circumstances.

Vendor acknowledges the liquidated damages specified in this Contract. Vendor agrees that it shall not argue, and is estopped from arguing, that such costs are a penalty or otherwise unenforceable. FHKC may waive liquidated damages, in whole or in part, for any reason in its sole discretion. The waiver of liquidated damages in one instance does not provide Vendor any right or expectation to future waived liquidated damages under the same or any other circumstances.

In addition to any Financial Consequences or liquidated damages, FHKC shall be entitled to reimbursement of any assessment against FHKC by any state or federal agency due to Vendor's failure and any other remedies available under the Contract.

Vendor shall compensate FHKC in the manner specified by FHKC for any such Financial Consequences or liquidated damages.

9.23 Force Majeure and No Damages for Delay

FHKC shall not be responsible for delays or failure to perform its obligations under this Contract resulting from acts of God, wars, public enemies, strikes, fires, floods, or other similar cause beyond FHKC's control.

Vendor shall not be responsible for interruption or delay of Services resulting from its failure to perform if (a) neither the fault nor the negligence of Vendor or its employees contributed to the delay and (b) the delay is due directly to acts of God, wars, public enemies, strikes, fires, floods, or other similar cause wholly beyond Vendor's control.

For any such delay or potential delay by Vendor, Vendor must provide Notice to FHKC that describes the cause of the delay or potential delay within the following timeframe, whichever occurs first: (a) within five Calendar Days after the cause or event first arose that creates the delay; (b) within five Calendar Days after Vendor's knowledge of the cause or

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event that shall create the delay, if Vendor could reasonably foresee that a delay could occur as a result; or (c) if delay is not reasonably foreseeable, within five Calendar Days after the date Vendor first had reason to believe that a delay could result.

If Vendor believes that any other delay or potential delay is attributable to an act or omission of FHKC, Vendor must provide Notice of the delay or potential delay to FHKC and describe the cause of the delay either (a) within five Calendar Days after the cause that creates or shall create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or (b) if delay is not reasonably foreseeable, within five Calendar Days after the date Vendor first had reason to believe that a delay could result.

Vendor's provision of Notice in accordance with this Section and Section 9.27 is a condition precedent to any remedy. Vendor shall not assert any claim for damages against FHKC arising from the delay events described above. Vendor's sole remedy for such delays shall be an extension of time, and Vendor shall not be entitled to an increase in the Contract price or payment of any kind from FHKC for direct, indirect, or consequential damages or expenses, impact costs, other costs, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any such delay event whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist Vendor shall perform at no increased cost unless FHKC determines, in its sole discretion, that the delay shall significantly impair the value of the Contract to FHKC. In such an event, FHKC may (a) accept allocated performance from Vendor, provided that Vendor grants preferential treatment to FHKC with respect to Services subject to allocation, or (b) purchase from other sources (without recourse to and by Vendor for the related costs and expenses) to replace all or part of the Services that are the subject of the delay, which purchases may be deducted from the Contract value, or (c) terminate the Contract in whole or in part.

THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAYS SET FORTH IN THIS SECTION.

9.24 Taxes

FHKC does not pay federal excise and sales taxes on direct purchases of tangible personal property. If applicable, FHKC shall provide Vendor a tax-exempt certificate for sales of tangible personal property to FHKC by Vendor or purchases of tangible personal property made by Vendor on behalf of FHKC in connection with this Contract, where the title vests in FHKC; however, Vendor acknowledges and agrees that FHKC is without liability to Vendor in the event the Florida Department of Revenue or other regulatory agency denies any such claimed exemption.

9.25 Severability Clause

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If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Contract, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the Parties.

9.26 Survival Clause

All provisions in the Contract that expressly or customarily survive the termination or expiration of the Contract shall continue in effect after the Contract is terminated or expires.

9.27 Notices and Contact

Vendor shall prepare any Notices under this Contract on Vendor's letterhead, signed by an executive officer, and serve such Notices upon FHKC by email attachment (read receipt requested) to FHKC's Contract Manager, by certified mail (return receipt requested), or personal delivery to:

Antonio Murphy
Chief Financial Officer
Florida Healthy Kids Corporation
1203 Governors Square Boulevard
Suite 400
Tallahassee, FL 32301
(850) 701-6000
murphya@helthykids.org

All Notices under this Contract to be served upon Vendor shall be served by email attachment (read receipt requested) to Vendor's executive officer, by certified mail (return receipt requested), or personal delivery to:

Delia Finnerty, CPA
Partner
Law, Redd, Crona & Munroe, P.A.
2075 Centre Pointe Boulevard
Tallahassee, Florida 32308
(850) 878-6189
dfinnerty@lrcm.com

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party and that an amendment to the Contract is not required. All Notices under this Contract shall be deemed duly given: (a) when delivered in person to the recipients named above, (b) upon hand delivery to the

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intended recipients, (c) when delivered by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended, or (d) delivered by email attachment read receipt requested.

9.28 Further Assurances

Subsequent to execution of this Contract by both Parties, the Parties shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

9.29 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract.

9.30 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREAS, this Contract is effective upon the signatures of both Parties, or as otherwise provided in Section 2.1.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their undersigned officials, who are duly authorized.

FOR **FLORIDA HEALTHY KIDS CORPORATION:**	**FOR** **LAW, REDD, CRONA & MUNROE, P.A.:**
Signed: _____	Signed: _____
Name: Ryan West	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE BAA ("BAA") is entered into by and between Florida Healthy Kids Corporation, a Florida non-profit corporation, ("FHKC" or "Covered Entity") and the Vendor (the "BA") (collectively referred to as the "Parties."

Section 1. HIPAA Compliance

FHKC and BA agree to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, codified at 42 U.S.C. §1320d through d-9, as amended from time to time ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). BA recognizes and agrees that it is directly obligated by law, Agreement No. AA393 with the Agency for Health Care Administration (which is incorporated herein by reference), and this BAA to comply with the provisions of HIPAA and HITECH applicable to BA pursuant to its performance of Services.

Section 2. Definitions for Use in this BAA

Terms used but not otherwise defined in this BAA shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162, and 164, as modified or supplemented herein.

"Access" means to review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer, network, or peripherals includes local and remote access.

"Contract" means BA's Agreement No. AA393 with the Agency for Health Care Administration.

"Data" means any representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions related to or arising from BA's implementation of its Helping Ensure Access for Little Ones, Toddlers, and Hopeful Youth by Keeping Insurance Delivery Stable Act (HEALTHY KIDS Act) Outreach grant. Data may be in any form, including storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

"Security Incident" means the successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with operations.

Section 3. Obligations and Activities of BA (Privacy Rule)

3.1 Operation on Behalf of FHKC

The BA shall use and disclose Protected Health Information ("PHI") only as shall be permitted by the Contract, this BAA, any other BAA(s) or as required by law. BA shall have the same duty to protect FHKC's PHI as such term is defined in the Contract and/or under HIPAA, and in furtherance of the duties therein.

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3.2 Compliance with the Privacy Rule

BA agrees to fully comply with the requirements under the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E ("Privacy Rule") applicable to "business associates," as that term is defined in the Privacy Rule, and not use or further disclose PHI other than as permitted or required by the Contract, this BAA, or as required by law.

BA shall create and/or adopt policies and procedures to periodically audit BA's adherence to all HIPAA regulations. BA acknowledges and promises to perform such audits pursuant to the terms and conditions set out herein. BA shall make such audit policies and procedures available to FHKC for review.

To the extent BA is to carry out one or more of FHKC's obligations under the Privacy Rule, BA agrees to comply with the requirements of the Privacy Rule that apply to FHKC in the performance of such obligations. Except as otherwise allowed in this BAA and under HIPAA, BA shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual has provided a valid authorization compliant with HIPAA and state law.

3.3 Privacy Safeguards and Policies

BA agrees to use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by the Contract, this BAA, or as required by law.

3.4 Mitigation of Harmful Effect of Violations

BA agrees to inform FHKC without unreasonable delay and mitigate, to the extent practicable, any harmful effect that is known to BA resulting from Access, acquisition, Use, or Disclosure of PHI by BA, or by a Sub-contractor or agent of BA, resulting from a violation of the requirements of this BAA.

3.5 Privacy Obligations regarding Breaches and Security Incidents

3.5.1 Privacy Breach

BA will report to FHKC, immediately following discovery and without unreasonable delay, any Access, acquisition, Use, or Disclosure of FHKC's PHI not permitted by HIPAA, the Contract, this BAA, or in writing by FHKC. In addition, BA will report, immediately following discovery and without unreasonable delay, but in no event later than five (5) Business Days following discovery, any Breach of Unsecured Protected Health Information, notwithstanding whether BA has made an internal risk assessment and determined that no notification is required. BA shall cooperate with FHKC in investigating the Breach and in meeting FHKC's obligations under HIPAA and any other security breach notification laws. In the event of a Breach, BA and FHKC will work together in good faith to comply with any required regulatory filings due to the Breach.

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Any such report shall include the identification (if known) of each Individual whose Unsecured PHI has been, or is reasonably believed by BA to have been, Accessed, acquired, Used, or Disclosed during such Breach. BA will make the report to FHKC's Privacy Officer not more than five (5) Business Days after BA discovers such non-permitted Access, acquisition, Use, or Disclosure.

Regarding any items not known at the time of the initial report, BA will subsequently report to FHKC as answers are determined. All elements will be reported no later than thirty (30) days after the date of the initial report, or as soon as feasible, whichever is sooner.

BA shall track all Breaches and shall periodically report such Breaches in summary fashion as may be requested by FHKC, but not less than annually within sixty (60) days of each anniversary of this BAA.

3.5.2 Access of Individual to PHI and other Requests to Business Associate

If BA receives PHI from FHKC in a Designated Record Set, BA agrees to provide access to such PHI to FHKC in order for FHKC to meet its requirements under 45 CFR § 164.524. If BA receives a request from an Individual for a copy of the Individual's PHI, and the PHI is in the sole possession of the BA, BA will provide the requested copies to the Individual in compliance with 45 CFR § 164.524 and notify FHKC of such action within five (5) Business Days of completion of the request. If BA receives a request for PHI in the possession of FHKC or receives a request to exercise other individual rights as set forth in the Privacy Rule, BA shall promptly forward the request to FHKC within two (2) Business Days. BA shall then assist FHKC as necessary in responding to the request in a timely manner. If a BA provides copies of PHI to the Individual, it may charge a reasonable fee for hard copies as the regulations shall permit. If requested, BA shall provide electronic copies as required by law.

3.5.3 Recording of Designated Disclosures of PHI

BA agrees to maintain and make available information required to provide an accounting of disclosures to FHKC as necessary to satisfy FHKC's obligations under 45 CFR § 164.528. BA agrees to provide to FHKC, within fifteen (15) days and in a secure manner, information collected in accordance with this provision, to permit FHKC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and applicable state law.

3.5.4 Requests to Make an Amendment to the PHI

BA agrees to make any amendments to PHI maintained by BA in a Designated Record Set as agreed to by FHKC pursuant to 45 CFR § 164.526 or take other measures as necessary to satisfy FHKC's obligations under 45 CFR § 164.526.

3.5.5 Security and Privacy Compliance Review upon Request

BA shall make its internal practices, books, and records relating to the Access, acquisition, Use, and Disclosure of PHI available to the HHS Secretary for purposes of determining

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BA's compliance with HIPAA. Except to the extent prohibited by law, BA agrees to notify FHKC of all requests served upon BA for information or documentation by or on behalf of the HHS Secretary. BA shall provide to FHKC a copy of any PHI that BA provides to the HHS Secretary concurrently with providing such PHI to the HHS.

3.5.6 FHKC Inspection

Upon written request, BA agrees to make available to FHKC during normal business hours BA's internal practices, books, and records relating to the use and disclosure of PHI or Electronic Protected Health Information ("EPHI") received from, or created or received on behalf of, FHKC in a time and manner designated by FHKC for the purposes of FHKC determining compliance with the HIPAA Privacy and Security Requirements.

Section 4. Obligations and Activities of BA (Security Rule)

4.1 Compliance with Security Rule

BA shall ensure compliance with the HIPAA Security Standards for the Protection of EPHI, 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), with respect to EPHI covered by the Contract and this BAA. Further, at least once every three (3) years, BA shall conduct a risk analysis of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of EPHI.

4.2 Security Safeguards and Policies

BA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of FHKC as required by the Security Rule. The BA will maintain appropriate documentation of its compliance with the Security Rule. These safeguards include:

Annual training to relevant employees, contractors, and Sub-contractors on preventing improper Access, acquisition, Use, or Disclosure of PHI, updated as appropriate; Adopting policies and procedures regarding the safeguarding of PHI, updated, and enforced as necessary; and, implementing appropriate technical and physical safeguards to protect PHI, including access controls, transmission security, workstation security, etc.

4.3 Security Provisions in Business Associate Contracts

In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BA shall ensure that any Sub-contractors that create, receive, maintain, or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such information.

4.4 Reporting Security Incidents and Breaches to FHKC

BA shall track all Security Incidents and shall periodically report such Security Incidents in summary fashion as may be requested by FHKC, but not less than annually within sixty (60)

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days of each anniversary of this BAA. The BA shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for BA's operations. Notwithstanding this obligation, both parties agree that this section constitutes notice by BA to FHKC of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to FHKC shall be required. "Unsuccessful Security Incidents" means, without limitation: pings and other broadcast attacks on its firewall; port scans; attempts to log on to a system or enter a database with an invalid password or username; denial-of-service attacks that do not result in a server being taken off-line; malware (e.g. worms, viruses) that is detected and neutralized by Adobe's anti-virus and other defensive software; and any combination of the foregoing, so long as no such incident results in unauthorized access, use or disclosure of PHI.

The BA shall promptly and, with every commercially reasonable effort within 15 hours of discovery, notify FHKC's Privacy Officer of any Security Incident, including any Breach of Security under section 501.171, Florida Statutes, in a preliminary report, with a full report of the incident within five (5) Business Days of the time it became aware of the incident. The BA shall likewise notify FHKC in a preliminary report within two (2) Business Days of any unauthorized Access or acquisition, including but not limited to internal User Access to non-test records reported to BA's privacy manager, and any Use, Disclosure, modification, or destruction of PHI by an employee or otherwise authorized User of its system of which it becomes aware with a full report of the incident within five (5) Business Days from the time it became aware of the incident.

BA shall identify in writing key contact persons for administration, Data processing, marketing, information systems and audit reporting within thirty (30) days of the execution of this BAA. BA shall notify FHKC of any reduction of in-house staff during the term of this BAA, in writing, within ten (10) Business Days.

When reporting any Security Incident or Breach, BA shall use the "Notification to FHKC of Security Incident or Breach of Protected Health Information" form attached hereto.

4.5 Unsecured Protected Health Information

For all Unsecured PHI maintained or transmitted by BA or BA's Sub-contractors, BA shall notify each Individual whose Unsecured PHI has been Accessed, acquired, Used, or Disclosed in a manner not permitted under the HIPAA Privacy Rule which compromises the security and privacy of the PHI, except when law enforcement requires a delay pursuant to 45 CFR § 164.412. If BA cannot identify the specific Individuals whose Unsecured PHI may have been Accessed, BA shall notify all persons whose Unsecured PHI reasonably may have been Accessed.

On behalf of FHKC, BA shall notify such Individuals without unreasonable delay, and in no case later than sixty (60) days after discovery of the Breach. The Notice required under HIPAA shall be made as follows:

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By written Notice in plain language including, to the extent possible:

A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

A description of the types of Unsecured PHI involved in the Breach (including but not limited to items such as whether full name, social security number, date of birth, home address, Family Account number, diagnosis, disability code, or other types of information were involved);

Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

A brief description of what BA and FHKC are doing to investigate the Breach, to mitigate the harm to Individuals, and to protect against further Breaches; and

Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, website or postal address. BA must use a method of notification that meets the requirements of 45 CFR 164.404(d). Further, BA must provide Notice to the media when required under 45 CFR 164.406 and to HHS pursuant to 45 CFR 164.408.

BA also agrees to comply with any similar state laws, such as section 501.171, Florida Statutes, that govern breaches.

BA agrees to pay all costs of notification and any associated mitigation as a result of a Breach or breach of state law, including the provision of, at a minimum, two years of credit monitoring and identity theft protection for such affected Individuals. FHKC, in its sole discretion, shall determine if the Breach or breach of state law is significant enough to warrant such measures and the length of time such mitigation measures shall be offered to the affected Individuals.

In the event of the unpermitted Access, acquisition, Use, or Disclosure of Unsecured PHI, BA shall pay for and maintain a prompt mechanism on the existing toll-free telephone line, email link, and fully functioning web page to respond to any Enrollee's or Applicant's concerns about security, Breach, unauthorized Access, acquisition, Use, or Disclosure, or any credible allegations or suspicions of the above.

4.6 Additional Consumer Protections

For purposes of this paragraph, the terms and definitions set forth in section 501.171, Florida Statutes, govern over any other conflicting definitions specified in this BAA. BA understands that FHKC or its customers may be a Covered Entity (as may be BA) under the terms of section 501.171. The reporting requirements set forth in Section 4.4 of this BAA

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apply to any Breach of Security. In the event of a Breach of Security, the BA shall indemnify and hold FHKC harmless for expenses and/or damages related to the Breach of Security. Such obligation shall include, but is not limited to, the mailed notification to a governmental agency and any individual in Florida whose Personal Information is reasonably believed to have been Accessed as a result of the Breach of Security. In the event that the BA discovers circumstances requiring notification of more than one thousand (1,000) persons at one time, BA shall also notify, without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(p), of the timing, distribution and content of the Notices. Substitute Notice, as specified in section 501.171(4)(f), Florida Statutes, shall not be permitted except as approved in writing in advance by FHKC. The Parties agree that PHI includes Data elements in addition to those included described as Personal Information under section 501.171 and agree that BA's responsibilities under this paragraph shall include all PHI or EPHI. BA agrees to pay all costs of any associated mitigation as a result of a Breach of Security, including the provision of, at a minimum, one (1) year of credit monitoring and identity theft protection for such affected individuals. FHKC, in its sole discretion, shall determine if the Breach of Security is significant enough to warrant such measures and the length of time such mitigation measures shall be offered to the affected individuals.

5. Electronic Transaction and Code Sets

To the extent that the services performed by BA pursuant to the BAA involve transactions that are subject to the HIPAA Standards for Electronic Transactions and Code Sets, 45 C.F.R. Parts 160 and 162, with respect to EPHI covered by the Contract and this BAA, BA shall conduct such transactions in conformance with such regulations as amended from time to time. Without limiting the generality of the foregoing, BA also agrees that it will, in accordance with 45 C.F.R. § 162.923(c), comply with all applicable requirements of 45 C.F.R. Part 162, and require any agent or Sub-contractor to comply with all applicable requirements of 45 C.F.R. Part 162.

6. Permitted Uses and Disclosures by BA – General Use and Disclosure Provisions

6.1 Use of PHI for Operations on Behalf of FHKC

BA shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards, and /or the National Institute of Standards and Technology publications regarding cryptographic standards.

Except as otherwise limited by this BAA, BA may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, FHKC as specified in the Contract and this BAA,

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provided that such Use or Disclosure would not violate HIPAA if done by FHKC or other policies and procedures of FHKC. BA may Use or Disclose PHI as required by law. Except as otherwise provided in the Contract or this BAA, BA is prohibited from further using or disclosing any information received from FHKC, or from any other business associate of FHKC for any commercial purposes of the BA, including, by way of example, "Data mining."

BA shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purposes of the request, use or disclosure.

6.2 No Offshoring

Except as may be expressly authorized in the Contract between FHKC and BA, BA and any of its Sub-contractors and agents are prohibited from (a) performing any services under the Contract or this BAA outside of the continental U.S.; (b) sending, transmitting, or maintaining PHI or Individually Identifiable Health Information outside of the continental U.S.; or (c) allowing PHI or Individually Identifiable Health Information to be Accessed from or maintained outside the continental United States.

7. Permitted Uses and Disclosures by BA – Specific Use and Disclosure Provisions

7.1 Proper Management and Administration of BA

BA may use PHI for the proper management and administration of BA or to carry out BA's responsibilities under the Contract and/or this BAA.

7.2 Third-Party Disclosure Confidentiality

Except as otherwise limited in the Contract or this BAA, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of BA, provided that disclosures are required by law or, if permitted by law, this BAA, the Contract, and any Ancillary BAAs, provided that, if BA discloses any PHI to a third party for such a purpose, BA shall enter into a written BAA with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as required by law or for the purpose for which it was disclosed, and (b) notify BA of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached in a preliminary report within two (2) Business Days with a full report of the incident within five (5) Business Days from the time it became aware of the incident.

7.3 Data Aggregation Services

Except as otherwise limited in this BAA, BA may use PHI to provide Data Aggregation Services to FHKC as permitted by 42 CFR § 164.504I(2)(i)(B).

8. Provisions for FHKC to Inform BA of Privacy Practices and Restrictions

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8.1 Notice of Privacy Practices

FHKC shall provide BA with the Notice of Privacy Practices produced by FHKC or provided to FHKC as a result of FHKC's obligations with other organizations in accordance with 45 CFR § 164.520, as well as any changes to such Notice.

8.2 Notice of Changes in Individual's Access or PHI

FHKC shall provide BA with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect BA's permitted or required uses.

8.3 Notice of Restriction in Individual's Access or PHI

FHKC shall notify BA of any restriction to the use or disclosure of PHI that FHKC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect BA's use of PHI.

9. Term and Termination

9.1 Term

The term of this BAA is effective concurrent with the Contract and shall terminate upon completion of the Contract or as set forth in Section 9.2 BA's duties under this BAA cease once all of the PHI provided by FHKC to BA, or created or received by BA on behalf of FHKC, is destroyed or returned to FHKC; however, if it is not feasible to return or destroy PHI, the protections of this BAA shall be extended to such information until the information is destroyed.

9.2 Termination for Convenience

FHKC has the right to terminate this BAA for convenience upon 30 days' notice to BA. Notwithstanding the aforementioned, BA shall not be relieved of liability to FHKC for damages sustained by virtue of any breach of this BAA by BA.

9.3 Effect of Termination; Return of Protected Health Information

Upon termination of this BAA for any reason, except as provided in subsections below, BA shall, at its own expense, either return and/or destroy all PHI and other Individually Identifiable Health Information received from FHKC or created or received by BA on behalf of FHKC. This provision applies to all Individually Identifiable Health Information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other Individually Identifiable Health Information in the possession of Sub-contractors or agents of BA.

The BA shall consult with FHKC as necessary to assure an appropriate means of return and/or destruction of PHI and Individually Identifiable Health Information and shall notify FHKC in writing when such destruction is complete. If PHI or Individually Identifiable Health Information is to be returned, the Parties shall document when all information has been received by FHKC.

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The BA shall notify FHKC whether it intends to return and/or destroy the PHI or Individually Identifiable Health Information with such additional detail as requested. In the event BA determines that returning or destroying the PHI and Individually Identifiable Health Information received by or created for FHKC at the end or other termination of this BAA is not feasible, BA shall provide to FHKC notification of the conditions that make return or destruction not feasible, and BA shall:

Retain only that PHI and Individually Identifiable Health Information that is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities;

Return to FHKC (or, if agreed to by FHKC, destroy) the remaining PHI that the BA still maintains in any form;

Continue to use appropriate safeguards and comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI and Individually Identifiable Health Information, other than as provided for in this section, for as long as BA retains the PHI;

Not use or disclose the PHI or Individually Identifiable Health Information retained by BA other than for the purposes for which such information was retained and subject to the same conditions set out under "Permitted Uses and Disclosures by BA – Specific Use and Disclosure Provisions" which applied prior to termination; and

Return to FHKC (or, if agreed to by FHKC, destroy) the PHI and Individually Identifiable Health Information retained by BA when it is no longer needed by BA for its proper management and administration or to carry out its legal responsibilities.

10. Miscellaneous

10.1 Breach of BAA

BA's failure to perform the obligations in this BAA shall be a breach of this BAA and/or the Contract and will entitle FHKC to recover any damages it incurs arising from a failure to perform the obligations in this BAA, including any actual out-of-pocket expenses incurred by FHKC to investigate and remediate the violation, reimbursement for any assessments against FHKC by AHCA due to BA's failure, and/or to pursue injunctive relief.

10.2 Severability

If any of the provisions of this BAA shall be held by a court of competent jurisdiction to be no longer required by HIPAA, the Parties shall exercise their best efforts to determine whether such provisions shall be retained, replaced, or otherwise modified.

10.3 Cooperation

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The Parties agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with HIPAA, including procedures designed to mitigate the harmful effects of any improper Access, acquisition, Use, or Disclosure of PHI.

10.4 Regulatory Reference

Any reference in this BAA to a section in the HIPAA regulations means those provisions currently in effect or as may be amended in the future.

10.5 Modification and Amendment

This BAA may be modified only by express written amendment executed by all Parties hereto. The Parties agree to take such action to amend this BAA from time to time as is necessary for FHKC to comply with the requirements of HIPAA and applicable state law.

10.6 Survival

The respective rights and obligations of BA under "Term and Termination" of this BAA shall survive the termination of this BAA and the Contract.

10.7 Interpretation

Any ambiguity in this BAA or the Contract shall be resolved so as to permit FHKC to comply with HIPAA. Further, regarding any conflict between this BAA or the Contract, the stricter standard shall apply.

10.8 No Third-Party Rights/Independent Contractors

The Parties to this BAA do not intend to create any rights in any third party. The Parties agree that they are independent contractors and not agents of each other, except nothing herein affects whether BA is an "agent" for purposes of compliance with 42 CFR § 1001.952(d).

10.9 State Law

BA acknowledges and agrees that it has implemented and will maintain appropriate privacy and security measures to protect personal information consistent with state laws and regulations to the extent those state laws and regulations are applicable to the PHI. The confidentiality obligations hereunder are independent of and do not limit or otherwise affect the Parties' other confidentiality obligations under this BAA.

10.10 Governing Law

To the extent not preempted by federal law, this BAA shall be governed and construed in accordance with the State of Florida without regard to conflicts of law provisions that would require application of the law of another state.

10.11 Assignment, Binding Nature, and Benefits

This BAA binds and benefits the Parties, their respective successors, and their permitted assigns. BA may not assign or subcontract rights or obligations under this BAA without the

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express written consent of FHKC. FHKC may assign its rights and obligations under this BAA under this BAA to any successor or affiliated entity.

10.12 Counterparts

This BAA may be executed in multiple counterparts, which shall constitute a single BAA, and by facsimile or PDF signatures, which shall be treated as originals.

IN WITNESS WHEREOF, the Parties have caused this BUSINESS ASSOCIATE AGREEMENT to be executed by their undersigned officials as duly authorized.

FOR FLORIDA HEALTHY KIDS CORPORATION:	**FOR LAW, REDD, CRONA & MUNROE, P.A.:**
Signed: _____	Signed: _____
Name: Ryan West	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

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Attachment A: Business Associate Agreement

NOTIFICATION TO FHKC OF SECURITY INCIDENT OR BREACH OF PROTECTED HEALTH INFORMATION

Contract Information	
Contract Number	Contract Title

Contract Contact Information	
Contact Person for This Incident:	
Contact Person's Title:	
Contact's Address	
Contact's Email:	
Contact's Telephone No:	

Business Associate hereby notifies FHKC that there has been a Security Incident or Breach of Protected Health Information (collectively referred to as a "Breach" for purposes of this Notification) that Business Associate has used or has had access to under the terms of the Business Associate BAA, as described in detail below:

Detail of the Security Incident or Breach	
Date of Security Incident or Breach	Date of Discovery of Security Incident or Breach

Information about the Breach or Security Incident
Type of Breach or Security Incident: Lost or stolen laptop, computer, flash drive, disk, etc. Stolen password or credentials Unauthorized Access by an employee or contractor Unauthorized Access by an outsider Other (describe)
Detailed Description of the Breach or Security Incident

Attachment A: Business Associate Agreement

Types of Protected Health Information involved in the Breach or Security Incident (such as Full Name, SSN, Date of Birth, Address, Family Account Number, Disability Code, etc.)	
Personal Information: Name Address Date of birth Social Security number Driver's license or identification card number Financial insurance information (credit card number, bank account number, etc.) Health insurance information (insurance carrier, insurance card number, etc.) **Other Personal or Health Information (describe):**	**Health Information:** Basic information (age, sex, height, etc.) Disease or medical conditions Medications Treatments or procedures Immunizations Allergies Information about children Test results Hereditary conditions Mental health information Information about diet, exercise, weight, etc.) Correspondence between patient, or medical power of attorney Organ donor authorization

What steps are being taken to investigate the Security Incident or Breach, mitigate losses, and protect against any further Security Incidents or Breaches?

List any law enforcement agencies you've contacted about the Security Incident or Breach

Number of Individuals Impacted	If over 500, do individuals live in multiple states?	
	Yes	No

Breach or Security Incident Notification		
Have you made the Security Incident or Breach public?		If YES, when did you make it public
Yes	No	

Have you notified the people whose information was Breached or impacted?
YES. We notified them on:
Attach a copy of the letter to this form. Don't include any Individually Identifiable Health Information, other than your own contact information.
NO. Our investigation isn't complete.

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Attachment A: Business Associate Agreement

Comments

Submitted By: _____

Date of Submission: _____

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VENDOR CONFLICT OF INTEREST AND GIFT OR GRATUITY DISCLOSURE FORM

A conflict of interest arises when an employee; any member of employee's immediate family; employee's partner; or an organization that employs or is about to employ any FHKC Board member, committee member, employee, or agent, have a financial or other interest in, or a tangible personal benefit from, a person or organization considered for contract.

If Vendor does not have a real, apparent, or potential conflict of interest pertaining to any of those people, Vendor must attest to the following statement by signing and checking the box:

☐ To the best of my knowledge, no real, apparent, or potential conflicts or perceived conflicts of interest exist between Vendor and any aforementioned individuals or FHKC agents.

If a Vendor has a real, apparent, or potential conflict of interest with any of those people the Vendor must disclose the conflict of interest in the table below, adding rows as necessary.

Disclosure			
The following are relationships, business or personal, that may or could or be perceived as creating a conflict of interest that I am hereby disclosing (add rows as necessary):			
Name of Organization or Individual	Relationship (Business or Personal) & Party(ies) (Self, Immediate Family, etc.)	Position resulting in Conflict (owner, officer, majority stockholder, employee, Vendor, etc.)	Nature of Conflict or Potential Conflict (What is the benefit or perceived benefit?)

DRAFT

Attachment B: Vendor Conflict of Interest and Gift or Gratuity Disclosure Form

☐ I acknowledge that Vendor has not, nor will it offer a gift or gratuity to any FHKC employee, Board member, or Ad Hoc Committee member as part of this procurement.

_____ _____

Signature of Individual Authorized to Represent Vendor Date

_____ _____

Printed Title

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Attachment C: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of obtaining any Federal, grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, or any other award covered by 31 U.S.C. §1352.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers, including subcontracts, and that all sub-recipients shall certify and disclose accordingly.

The undersigned hereby discloses that [Respondent Name] has engaged in lobbying using non-federal funds in connection with obtaining the following Federal Award(s) (add rows as necessary):

Name of Federal Award	Federal Award Identification Number

_____ _____

Signature of Individual Authorized to Represent Respondent — Date

_____ _____

Printed Name — Title

Name of Entity and Business Address:

_____

_____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal Award must contain provisions including that a contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

In executing this Contract, Vendor certifies that neither owners, directors, officers, employees, principals, or Sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. Additionally, Vendor certifies the following:

A. Each entity whose Contract/Subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each Contract/Subcontract. Additionally, entities who audit federal programs must also sign, regardless of the Contract amount. The Florida Healthy Kids Corporation cannot contract with these types of Entities if they are debarred or suspended by the federal government.
B. This certification is a material representation of fact upon which reliance is placed when the Vendor enters into this Contract or enters into a Subcontract with a Sub-contractor. If it is later determined the signer knowingly rendered an erroneous certification, the federal government may pursue available remedies, including suspension and/or debarment.
C. Vendor shall provide immediate written notice to the Contract Manager at any time Vendor learns its or its Sub-contractor's certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
D. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Vendor may contact the Contract Manager for assistance in obtaining a copy of those regulations.
E. Vendor agrees by submitting this certification that, it shall not knowingly enter into any Subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract unless authorized by the federal government.
F. Vendor agrees by submitting this certification that it will require each Sub-contractor of this Contract/Subcontract, to submit a signed copy of this certification.

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Attachment D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

G. The FHKC may rely upon a certification of Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows the certification is erroneous.
H. This signed certification must be kept in the Contract Manager's file. Sub-contractors' certifications must be kept at Vendor's business location.

Vendor understands that failure to comply with this provision is subject to 42 CFR §438.610(d), which is incorporated by 42 CFR §457.1285.

CERTIFICATION

[**Officer's Name]** certifies, by signing this certification, that neither **[Vendor's Name**] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract by any federal agency.

Where Vendor is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this certification.

_____ _____

Signature of Individual Authorized to Represent Vendor | Date

_____ _____

Printed Name | Title

Name of Entity and Business Address:

_____

_____

DRAFT

Proposal to Provide
Audit Services for
Florida Healthy Kids Corporation

March 13, 2026

Law Redd
CPAs & Advisors

Firm Contacts:

Delia Finnerty, CPA, Partner
dfinnerty@lrcm.com

2075 Centre Pointe Boulevard, Suite 200
Tallahassee, Florida 32308
(850) 878-6189
www.lrcm.com

LAW REDD
CPAs & ADVISORS

March 13, 2026

John T. McDermott
Director of Research, Planning & Project Management
Florida Healthy Kids Corporation

Dear Mr. McDermott:

We are pleased to have this opportunity to present our credentials to provide internal audit and consulting services to Florida Healthy Kids Corporation (The Corporation). We understand the scope of services shall include internal audits, consulting services and other audit projects, related to the operations and financial management of the Corporation.

In this proposal, we describe our experience in serving similar organizations and key business reasons why the Corporation will benefit from selecting Law Redd CPAs & Advisors (Law Redd) as the best qualified firm. You can be assured that the engagement will command *immediate attention and priority service* from our engagement team. Highlights of our qualifications follow:

- Law Redd has been serving clients throughout Florida since 1978. With a total staff of nineteen, it is one of the largest firms in Tallahassee. The firm provides accounting, auditing, tax and consulting services to clients in a wide range of industries. *We have the resources to do the job effectively and efficiently. More importantly, we are committed to providing value beyond the basic services.*

- We have committed an experienced team of professionals to serve the Corporation. Our engagement team has extensive experience providing external and internal audit and consulting services to governmental and not-for-profit entities and for-profit companies, in a wide range of industries. *The experience we have gained serving similar organizations will enable us to provide the required services in the most effective manner.*

- We are currently engaged by Northwest Florida Water Management District, Suwannee River Water Management District, and the Corporation, to perform internal audit and inspector general services. We conduct our internal audits in accordance with generally accepted government auditing standards. The water management districts are required by Chapter 20.055, Florida Statutes to engage a Certified Inspector General (CIG) as part of the internal audit function. As such, we have contracted with a qualified CIG to comply with this requirement. Although the Corporation does not require the CIG element, we believe this arrangement enhances our resources and qualifications in performing our internal audit services.

Law, Redd, Crona & Munroe, P.A.· 2075 Centre Pointe Blvd., Suite 200 · Telephone (850) 878-6189
Members: American Institute of Certified Public Accountants and Florida Institute of Certified Public Accountants

- In order to adhere to the generally accepted government auditing standards, our internal audits have been subject to our triennial PEER Review, the report of which is attached. Also, since the internal audit function was new for the districts when we were first engaged, we drafted the internal audit charters for the related boards of directors' review and approval.

- Reliance on technology has various risks and we address those risks, not only in our internal audits but in every external financial and compliance audits we perform. We have a Certified Information Systems Auditor on staff with over 20 years of experience with all of the industries we serve, both large and small. We have the necessary capability and experience to serve the Corporation regarding information technology.

- We have included a list of clients classified by governmental and non-profit industries. We believe the wide range of services we have provided to such clients for over forty years clearly demonstrates the qualifications and experience of Law Redd to successfully serve the Corporation.

OUR EXPERIENCE

Law Redd has extensive experience providing professional services to organizations in a variety of industries including insurance companies, construction, manufacturing, financial services, not-for-profit and governmental entities. Law Redd's commitment to provide professional services to the public sector is demonstrated by its not-for-profit and state and local government clients. LRCM's public sector practice has a statewide presence.

Firm Clients and Engagements

Law Redd has extensive experience with not-for-profit and governmental entities. The audit environment for these entities has become increasingly technical and new rules and accounting standards are being issued at a dramatic pace. Our experience with similar not-for-profit entities will allow us to quickly determine the impact of new standards and we will work with management to assist you with any implementation issues. Below is a sample of not-for-profit and governmental clients served:

Not-for-Profit Clients Served

The Able Trust, Inc.
The Able Charitable Foundation, Inc.
American Orchid Society, Inc.
America's Second Harvest, Inc.
Apalachee Center, Inc.

Associated Industries of Florida & Related Entities
Commission for Florida Law Enforcement Accreditation
Eastside Psychiatric Hospital
Elder Care Services, Inc.
Florida Alcohol and Drug Abuse Association, Inc.
Florida Alliance for Assistive Services & Technology, Inc.
Florida Alliance for Healthy Communities, Inc.
Florida Association of Broadcasters, Inc.
Florida Association of Counties, Inc.
Florida Association of Healthy Start Coalitions, Inc. and Subsidiary
Florida Board of Professional Engineers
Florida Corrections Accreditation Commission
Florida Council for Behavioral Healthcare, Inc.
Florida Council for Community Mental Health, Inc. and Subsidiaries
Florida Court Clerks & Comptrollers
Florida Developmental Disabilities Council, Inc.
Florida Healthy Kids, Inc.
Florida Rural Water Association, Inc.
Florida Watch, Inc.
Jefferson Communities Water System
Let's Preserve the American Dream, Inc.
Mel Fisher Maritime Heritage Society, Inc.
Mental Health Corporations of America, Inc.
NAIFA-Florida, Inc.
Panacea Area Water System
School of Arts and Science
Southeastern Association of Tax Administrators
Thomasville Road Baptist Church
Wine and Spirits Distributors of Florida, Inc.

Governmental Clients Served

City of Tallahassee
Florida Clerks of Court Operations Corporation
Florida Department of Business and Professional Regulation
Florida Department of Children & Families
Florida Department of Economic Opportunity
Florida Department of Education, Office of Student Financial Assistance
Florida Department of Financial Services
Florida Department of Legal Affairs
Florida Department of Management Services
Florida Department of Revenue
Florida Engineers Management Corporation
Florida Fish & Wildlife Commission
Florida Housing Finance Corporation
The Florida Legislature
Florida Local Government Investment Trust
The Florida Bar
The Florida Bar Retiree Health Plan
The Florida Bar Building Corporation
The Florida Bar Employees' Pension Plan
The Florida Lottery
Florida Transportation Commission
Florida Utility Financing Commission
Leon County, Florida
Leon County School District
Northwest Florida Water Management District
Pinellas County License Board
Suwannee River Water Management District

Services in accounting, audit, tax and consulting provided to our not-for-profit and governmental clients include:

- Annual audits, including single audit services
- Agreed-upon procedures engagements
- Conventional and bond financings
- Feasibility studies
- Operations review
- Cost allocation plans
- Financial forecasts and projections
- Policy and procedural manuals
- Tax return preparation
- Application for tax-exempt status
- Inurement analysis
- Unrelated trade or business issues

OTHER INDUSTRIES

Construction	Health Care
Manufacturing	Employee Leasing
Property and Casualty Insurance Companies (5)	Harbor Pilots
Professional Organizations	Trade Associations
Foundations	Trusts

Audit Projects

Each project varies in scope, complexity, and the assignment of the best qualified staff to complete the project. For example, internal audit projects for the revenue cycle, payroll and HR activities, procurement, and travel are fairly routine for our audit staff and we can use staff auditors and senior staff auditors for the majority of the fieldwork. An IT or cybersecurity project would require higher level personnel such as our Certified Information Systems Auditor.

In estimating the time to complete an internal audit, our estimated fieldwork time is generally one half of the total time to complete a final report because of the time typically incurred to plan the engagement; schedule with management; follow-up on questions and findings; prepare a draft report; provide a draft report to management with an opportunity to clarify or respond with corrective action plans; and present reports to the Board. Depending on the complexity of the audit, we estimate audit cost range from $ 10,000 to $ 15,000 each.

AUDIT, REVIEW AND CONSULTING SERVICES IN THE IT ENVIRONMENT

Audits

Our external audits include assessments of IT controls to the extent necessary to support the assessment of audit risk in accordance with professional auditing standards. Our experience in this area includes IT auditing at governmental, nonprofit, insurance, health care, and manufacturing organizations. Accordingly, this has included assessing IT controls surrounding computer applications such as:

- Electronic medical records
- Medical billing to Medicaid and Insurance companies
- Insurance company underwriting, premiums, and claims systems
- Financial accounting and reporting
- Human resources and payroll
- Project management
- Licensing
- Procurement and Account Payable systems
- Accounts Receivable systems
- Property Management

The IT audits frequently involve analyzing Systems and Organization Controls (SOC) reports on external IT service organizations and, when applicable, making recommendations to client management for following up with service organization management on potentially relevant control testing exceptions disclosed in SOC reports.

Consulting

Law Redd has provided consulting services to clients for evaluating information security controls to maintain the confidentiality, integrity, and availability of data and IT resources. Example categories of security included in the scope of consulting services include:

- Security management framework and program
- Information classification and categorization
- Security risk assessments
- IT contract management
- Security awareness education and training
- Personnel screening
- Physical access and environmental controls
- Logical access controls
- Security incident detection and response
- Backup and recovery

Timeliness and efficiency are emphasized at all times. We realize that it is important to your organization that the services are delivered in a timely manner. Our record of meeting clients' required deadlines assures the Corporation of prompt service. Our staff will coordinate with key Corporation personnel regarding specific timelines for each task assigned and plan the work accordingly. Our staff will be available to attend meetings, conferences and periodic progress meetings upon request.

Thank you for considering our firm and we look forward to providing services to the Florida Healthy Kids Corporation. We trust you will find our responses to be complete; however, should you have any questions regarding this proposal or desire any supplemental information, please call Delia Finnerty at (850) 878-6189, as the authorized representative of Law Redd CPAs & Advisors.

Very truly yours,

LAW, REDD, CRONA & MUNROE, P.A.

ENGAGEMENT STAFF

Delia F. Finnerty, CPA
Engagement Partner

Florida License Number AC42986

Education

Delia graduated from Florida State University with Bachelor of Science degrees in Accounting and Finance, as well as a Master of Accountancy Degree. Her continuing professional education exceeds the requirements of *Florida Statutes* and *Government Auditing Standards*.

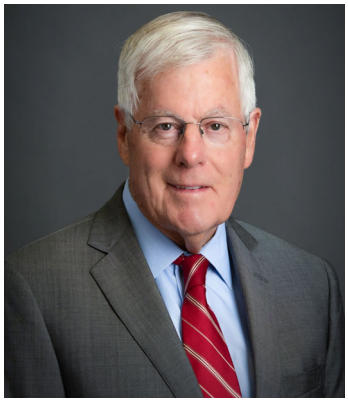
Experience

Delia has been with Law Redd CPAs & Advisors since 2004. She is experienced in accounting and assurance services to governmental, not-for-profit and for-profit entities. She provides a range of services including financial statement audits, agreed-upon procedures, financial reviews, compilations, compliance testing with federal and state single audit requirements, and outsourced accounting. Delia's responsibilities include client communications, engagement planning, internal control and fraud risk assessments, fieldwork, report preparation, issue resolution, presentation of reports to Board Members and staff supervision.

Professional and Business Affiliations

Florida Institute of Certified Public Accountants
- Tallahassee Chapter, Director and Past Chair
- Audit Committee, Former Member
- State Legislative Policy Committee, Former Member
- Council, Former Member-at-Large
- Accounting Careers and Education Committee, Former Member
- FSU Accounting Conference Planning Committee, Former Member and Past Chair
- Young CPA Committee, Former Member and Past Chair
- Membership Committee, Former Member and Past Chair

American Institute of Certified Public Accountants
Association of Government Accountants, Tallahassee Chapter
Hang Tough Foundation, Former Treasurer and Current Director



Sam McCall, PhD, CPA, CGFM, CIA, CGAP, CIG
Director

Florida License Number AC0005187

Education

Sam graduated from the University of West Florida with a Bachelor of Arts degree in Accounting. He also attended and graduated from Florida State University with a Master of Public Administration in Public Administration and Public Policy and a Doctor of Philosophy in Public Administration. His continuing professional education exceeds the requirements of *Florida Statutes* and *Government Auditing Standards*.

Experience

Sam has been affiliated with Law Redd CPAs & Advisors since 2022. Prior to joining LRCM, Sam served nine years as Chief Audit Officer for Florida State University. Prior to FSU, Sam was City Auditor for the City of Tallahassee for 13 years and prior to that Deputy Auditor General for the State of Florida for 13 of his 30 years in state government. His service to federal, state, and local government spans over 50 years.

Professional and Business Affiliations

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Institute of Internal Auditors
Association of Government Accountants
Association of Inspectors General

Geoffrey Adams, CPA. CISA, CFE
IT Audit Manager

Florida License Number AC43727

Education

Geoffrey graduated from Florida State University with a Master of Accounting degree and is a Certified Public Accountant, Certified Information Systems Auditor, and Certified Fraud Examiner. His continuing professional education exceeds the requirements of *Florida Statutes* and *Government Auditing Standards*.

Experience

Geoffrey has been affiliated with Law Redd CPAs & Advisors since 2008. He has over 20 years of IT risk assessment, analysis, control design, enhancement, and advisory experience. He has significant experience in performing governmental audits in accordance with *Government Auditing Standards*. His responsibilities include performing IT audit procedures supporting risk assessments on Law Redd external audit engagements, IT audits and other engagements for our internal audit clients, IT and cybersecurity controls consulting, and overseeing the firm's information security program.

Professional and Business Affiliations

American Institute of Certified Public Accountants
CPA exam and ISC section committees
Florida Institute of Certified Public Accountants
American Accounting Association
Information Systems Audit and Control Association
Association of Certified Fraud Examiners
Association of Government Accountants, Tallahassee Chapter

Darryl Rudell
Senior Auditor

Education

Darryl graduated from Flagler College with a Bachelor of Business Administration in Accounting and a Minor in Finance. His continuing education meets the requirements of *Florida Statutes* and *Government Auditing Standards*.

Experience

Darryl has six years of accounting and auditing experience serving not-for-profit and for-profit clients, governmental entities, and employee benefit plans. His responsibilities as an auditor include planning, field work, evaluation of internal controls, review of compliance with federal and state single audit requirements, and report preparation.

Professional and Business Affiliations

Florida Institute of Certified Public Accountants

PEER REVIEW

PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
1106 N. FRANKLIN STREET
TAMPA, FLORIDA 33602
TELEPHONE: (813) 226-6091
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

August 17, 2023

To the Shareholders of Law Redd Crona & Munroe, P.A. and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Law Redd Crona & Munroe, P.A. in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Law Redd Crona & Munroe, P.A. in effect for the year ended March 31, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Law Redd Crona & Munroe, P.A. has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

VENDOR PRICING

Florida Healthy Kids Corporation
Vendor Pricing
Audit and Consulting Services

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	$ 235.00	$ 165.00	$ 130.00	$ 105.00	$ 45.00

Hourly rates are ceiling prices.
Hourly rates will be used to develop project-based pricing.
Hourly rates do not include travel expenses.

Tab 4H

Medical Rates
Fiscal Year 2026-27

Medical Carrier Rate* Recommendations Effective July 1, 2026

	Current PMPM Rate	Carrier Requested PMPM Rate	Percent Change	Recommended PMPM	Percent Change
Aetna	$219.72	$292.05	32.92%	$275.33	25.31%
CCP	$252.89	$323.97	28.11%	$313.02	23.78%
Simply	$240.18	$289.62	20.59%	$299.04	24.51%
Total	**$231.75**	**$293.26**	**26.54%**	**$289.22**	**24.80%**

*Per Member Per Month (PMPM) values aggregated across all regions and carriers based on March 2026 enrollment

Tab 4I

Dental Rates
Fiscal Year 2026-27

Dental Carrier Rate* Recommendations Effective July 1, 2026

	Current PMPM Rate	Carrier Requested PMPM Rate	Percent Change	Recommended PMPM	Percent Change
DentaQuest	$16.95	$16.80	-0.9%	$16.80	-0.9%
Liberty	$18.63	$19.66	5.5%	$19.42	4.2%
MCNA	$21.24	$19.02	-10.5%	$19.02	-10.5%
Total	**$19.06**	**$18.29**	**-4.0%**	**$18.24**	**-4.3%**

*Per Member Per Month (PMPM) values aggregated across all regions and carriers based on January 2026 enrollment

Tab 5

Chief Operating Officer Report

FLORIDA Healthy Kids CORPORATION

a FLorida KidCare partner

Chief Operating Officer Report

April 29, 2026

Tab 5A

Medical Services and Coverage
Contract Amendments

AMENDMENT NO. 18
CONTRACT FOR MEDICAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
[PLAN]

This Amendment No. 18, entered into between the Florida Healthy Kids Corporation ("FHKC") and [Plan] ("Insurer") amends the Contract No.: 2020-01 for Medical Services and Coverage between FHKC and Insurer ("Contract").

WHEREAS, the Contract allows for amendments by mutual written consent of the Parties;

WHEREAS, Section 3-1-2 Renewal Term, of the Contract provides to up to four (4), one (1)-year Renewal Terms;

WHEREAS, on June 19, 2025, the FHKC Board of Directors approved rates effective July 1, 2025, for the 2025 – 2026 Contract Year and thereby the first optional Renewal of the Contract for the 2025 – 2026 Contract Year; and

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment, to be effective July 1, 2026.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. FHKC exercises the second optional Renewal Term for the 2026 – 2027 Contract Year.
2. Section 3-3-2 Premiums is hereby deleted in its entirety and replaced as follows:

   3-3-2 Premiums

   Effective July 1, 2026, the premium paid to Insurer shall be as follows:

Region	Title XXI Enrollee Premium	Full-pay Enrollee Premium
A		$242.50
B		$242.50
C		$242.50
D		$242.50
E		$242.50
F		$242.50
G		$242.50
H		$242.50
I		$242.50

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3. Section 21 Enrollee Services is hereby modified by deleting the fourth paragraph its entirety and replacing it as follows:

   Insurer shall provide a publicly available website with access to Florida Healthy Kids information. The publicly available website shall include:

   a. The Enrollee handbook,

   b. A printable provider directory,

   c. A searchable electronic provider directory,

   d. Insurer's preferred drug list (PDL),

   e. A link to FHKC's Florida Healthy Kids website,

   f. Publicly reported prior authorization metrics,

   g. API information required by federal law, and

   h. Any other information that may be needed by Enrollees or potential Enrollees.

4. Section 24-1 General Network Requirements is hereby amended by adding the following language after the last paragraph:

   Insurer shall provide assurances of adequate capacity and services in compliance with 42 CFR 438.207. This documentation shall include the requirements of 42 CFR 438.207(3) with the first report submitted on or after January 1, 2027.

5. Section 24-3-1 Medical Records is hereby amended by adding the following language after the last sentence:

   Insurer must comply with 42 CFR 457.730. Insurer must submit a patient access API usage report to FHKC by February 25th each year, unless requested earlier by FHKC or AHCA.

6. Section 24-4-2-1 Geographic Access Exemptions is hereby modified by deleting the second paragraph in its entirety and replacing it as follows:

   To request a geographic access exemption, Insurer must submit a written request for exemption accompanied by supporting documentation. Requests shall include:

   a. Identification of the county, Provider type, and specific standard(s) being requested;
   b. The reason for the request, including supporting documentation;
   c. A description of mitigation strategies in place to ensure Enrollees' timely access to services, including any existing patterns of care (e.g., residents of county A commonly seek care in city B, which is outside of the standard time/distance requirements);

d. Consideration of the payment rates offered by Insurer to the provider type or for the service type for which an exception is being requested;
e. A monitoring plan to ensure Insurer timely identifies and acts on any pertinent changes in the relevant area;
f. Any other information FHKC deems necessary to make a determination; and
g. A certification attesting that documentation is complete and accurate.

7. Attachment C: Performance Guarantees, PG-16 is hereby deleted and replaced with the following:

PG-16: Standard, Medical Services Prior Authorization Processing Timeliness
Insurer shall process 100 percent (100%) of all standard, medical services prior authorizations within seven (7) Calendar Days.

Reporting Frequency: Quarterly

Financial Consequences: one thousand dollars ($1,000) per percentage point below guarantee.

Calculation Methodology

- The measurement begins from the date Insurer receives the request and ends the date Insurer makes a final decision and communicates such decision to the requesting Provider.
    - Requests for prior authorization pending additional information from the requesting Provider are not included in the measurement so long as the prior authorization was extended appropriately as described in 42 CFR 438.210.
    - Prior authorizations for which Insurer extended beyond the seven (7) Calendar Days as permitted by law are excluded from this measurement.
- For purposes of determining compliance with this PG and for determining any financial consequences, Insurer shall report the percentage of prior authorizations processed within seven (7) Calendar Days. Performance reported in any other manner, including the number of Calendar Days to process one hundred percent (100%) of prior authorizations is insufficient to meet the requirements of this PG.

Related Contract Reference: Section 22

8. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.

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9. This Amendment No. 18 sets forth the entire understanding between the Parties with regard to the subject matter of the Contract and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the Parties regarding the Contract.

10. In the event of any conflict between the Contract and this Amendment No. 18, the terms of this Amendment No. 18 shall govern.

11. This Amendment No. 18 may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same document.

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 18 to be executed by their undersigned officials as duly authorized.

FOR **FLORIDA HEALTHY KIDS CORPORATION:**	**FOR** **[PLAN]:**
Signed:_____	Signed:_____
Name: Ryan West	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

DRAFT

Tab 5B

Dental Services and Coverage
Contract Amendments

AMENDMENT NO. 7
CONTRACT FOR DENTAL SERVICES AND COVERAGE BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
[PLAN]

This Amendment No. 7, entered into between the Florida Healthy Kids Corporation ("FHKC") and [Plan] ("Insurer") amends the Contract No.: 2021-300-01 for Dental Services and Coverage between FHKC and Insurer ("Contract").

WHEREAS, the Contract allows for amendments by mutual written consent of the Parties; and

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment, to be effective July 1, 2026.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.2 Renewal Term of the Contract is hereby amended by deleting section 2.2 in its entirety and substituting the following:

   2.2 Renewal Term

   FHKC may elect to renew this Contract beyond the initial term for up to three (3), one – (1) year Renewal terms. FHKC may exercise the Renewal options of the Contract either in whole or in part. The Parties acknowledge any Renewal is contingent upon satisfactory performance, as determined solely by FHKC, and subject to the availability of funds. Insurer may not charge costs associated with the Renewal of the Contract.

   FHKC extends this Contract and renewal period under the same terms and conditions with an expiration at midnight June 30, 2028, unless otherwise extended or terminated.

2. Section 2.3 Service Area and Premiums, is hereby revised by inserting the following language after the table therein:

   Effective July 1, 2026, the premium paid to Insurer shall be as follows:

Region	PMPM Premium Rate
A	
B	
C	
D	
E	
F	
G	

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H	
I	

3. Section 19 Enrollee Rights is hereby modified by deleting the last paragraph in its entirety and replacing it as follows:

   In accordance with 42 CFR 457.1220, which incorporates 42 CFR 438.100, and 42 CFR 457.1207, which incorporates 42 CFR 438.10(g)(2)(ix), an Enrollee has the right to:

   a. Receive information in accordance with 42 CFR 438.10;

   b. Be treated with respect and consideration for his or her dignity and privacy;

   c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition and ability to understand;

   d. Participate in decisions regarding his or her health care, including the right to refuse treatment;

   e. Be free from any form of restraint or seclusion as a means of coercion, discipline, convenience or retaliation, as specified in federal regulations on the use of restraints and seclusion;

   f. Request and receive a copy of his or her medical records and request that such medical records be amended or corrected;

   g. Receive health care services in accordance with 42 CFR 438.206- 438.210; and

   h. Choose between a Covered Service or setting and an available in lieu of service or setting. Enrollees retain the right to receive the Covered Service or setting on the same terms as would apply if an in lieu of service or setting were not an option.

4. The last two paragraphs in section 21 Enrollee Services are hereby deleted and replaced as follows:

   Insurer shall provide a publicly available website with access to Florida Healthy Kids information. The publicly available website shall include:

   a. The Enrollee handbook,

   b. A printable provider directory,

   c. A searchable electronic provider directory,

   d. A link to FHKC’s Florida Healthy Kids website,

   e. Publicly reported prior authorization metrics,

   f. API information required by federal law, and

   g. Any other information that may be needed by Enrollees or potential

Enrollees.

Insurer's publicly available website is subject to FHKC approval.

5. The fifth paragraph in section 21.3 Enrollee Materials is hereby modified by deleting it in its entirety and replacing it as follows:

   Insurer shall provide a notice of nondiscrimination and taglines explaining the availability of written or oral translation in the prevalent non-English languages in the Service Area as required by law.

6. Section 22.5 Value-Add Services is hereby deleted and replaced in its entirety as follows:

   22.5 Value-add Benefits and In Lieu of Services or Settings

   A. Value-add Benefits

      Insurer may offer value-add benefits at no cost to FHKC or the Enrollees. Insurer shall offer any value-add benefits proposed during the ITN and listed in Attachment A.

      Insurer shall submit any proposed value-add benefits, including a description of the eligible population and any limitations, to FHKC for approval.

      Insurer must request and receive FHKC approval to discontinue any value-add benefits. Value-add benefits shall be offered for at least one (1) complete Contract Year and shall not be discontinued during a Contract Year. Any value-add benefits proposed during the ITN and included in this Contract are considered material to the competitive ITN process. As such, Insurer shall not discontinue these value-add benefits without replacing the value-add benefit with an equivalent value-add benefit, subject to FHKC approval. An equivalent value-add benefit must be relevant to the Florida Healthy Kids population and must be expected to fulfill similar needs for Enrollees regarding the number of Enrollees potentially impacted and the level of care. Requests for changes to value-add benefits shall be submitted to FHKC for consideration annually on July 1. Insurer shall provide Enrollees with notice of any value-add benefit changes at least ninety (90) Calendar Days in advance of such changes.

      Insurer shall include all value-add benefits in Insurer's Enrollee handbook.

   B. In Lieu of Services and Settings

      If Insurer chooses to provide in lieu of services and settings, as defined by section 42 CFR 438.2, Insurer must meet the requirements of 42 CFR 438.16, as required by 42 CFR 457.1201(c). FHKC approval is required prior to Insurer offering any in lieu of service or setting.

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7. Section 24.1 General Network Requirements is hereby amended by adding the following language after the last paragraph:

   Insurer shall provide assurances of adequate capacity and services in compliance with 42 CFR 438.207. This documentation shall include the requirements of 42 CFR 438.207(3) with the first report submitted on or after January 1, 2027.

8. Section 24.4 Medical Records is hereby amended by adding the following language after the last sentence:

   Insurer must comply with 42 CFR 457.730. Insurer must submit a patient access API usage report to FHKC by February 25th each year, unless requested earlier by FHKC or AHCA.

9. Section 24.9.2 Geographic Access Exemptions is hereby modified by deleting the second paragraph in its entirety and replacing it as follows:

   To request a geographic access exemption, Insurer must submit a written request for exemption accompanied by supporting documentation. Requests shall include:

   a. Identification of the county, Provider type, and specific standard(s) being requested;
   b. The reason for the request, including supporting documentation;
   c. A description of mitigation strategies in place to ensure Enrollees' timely access to services, including any existing patterns of care (e.g., residents of county A commonly seek care in city B, which is outside of the standard time/distance requirements);
   d. Consideration of the payment rates offered by Insurer to the provider type or for the service type for which an exception is being requested;
   e. A monitoring plan to ensure Insurer timely identifies and acts on any pertinent changes in the relevant area;
   f. Any other information FHKC deems necessary to make a determination; and
   g. A certification attesting that documentation is complete and accurate.

10. Section 24.10 Physician Incentive Plans is hereby modified by adding the following paragraphs after the first paragraph:

    Insurer's incentive payment contracts with Providers must:

    - Have a defined performance period that can be tied to MLR reporting periods;
    - Be signed and dated by all appropriate parties before commencement of the performance period;
    - Include clearly-defined, objectively measurable, and well-documented clinical or quality improvement standards that the Provider must meet to receive the incentive payment; and

- Specify a dollar amount or a percentage of a verifiable dollar amount that can be clearly linked to successful completion of the metrics defined in the contract, including a date of payment.

Insurer must maintain documentation to support the incentive payments in a manner that is consistent with generally accepted audit standards. Insurer may not rely upon Subcontractors or any third parties to maintain such documentation. Insurer must directly maintain such documentation. Such documentation must be made available to FHKC, or FHKC's authorized representative, upon request, or, if FHKC should choose to establish routine reporting, by the dates required by FHKC. In accordance with 42 CFR 457.1285, which incorporates 42 CFR 438.608(e), attestations are not acceptable supporting documentation.

11. Section 24.12.3 Provider Overpayments is hereby modified by deleting it in its entirety and replacing as follows:

    Insurer must maintain policies and procedures relating to Provider overpayments which shall include a:

    i. Mechanism for a Provider to report in writing to Insurer that an overpayment has been received and the reason why the overpayment was received; and

    ii. Requirement that Providers return any overpayments to Insurer within sixty (60) Calendar Days after the date on which the overpayment was identified.

    Insurer shall provide a report listing all overpayments to Providers identified or recovered, including overpayments made related to Fraud, Waste and Abuse and all other overpayments, within 30 Calendar Days. Such report shall be routinely due on the first of each month, beginning July 1, 2026.

    Insurer shall provide an annual report listing all overpayments to Providers identified or recovered, including overpayments made related to Fraud, Waste and Abuse and all other overpayments.

12. Attachment C: Performance Guarantees, PG-16 is hereby deleted and replaced with the following:

PG-16: Standard Prior Authorization Processing Timeliness

Insurer shall process 100 percent (100%) of all standard prior authorizations within seven (7) Calendar Days.

Reporting Frequency: Quarterly

Financial Consequences: one thousand dollars ($1,000) per percentage point below guarantee. Calculation Methodology

- The measurement begins from the date Insurer receives the request and ends the date Insurer makes a final decision and communicates such decision to the requesting Provider.
    - Requests for prior authorization pending additional information from the requesting Provider are not included in the measurement so long as the prior authorization was extended appropriately as described in 42 CFR 438.210.
    - Prior authorizations for which Insurer extended beyond the seven (7) Calendar Days as permitted by law are excluded from this measurement.
- For purposes of determining compliance with this PG and for determining any financial consequences, Insurer shall report the percentage of prior authorizations processed within seven (7) Calendar Days. Performance reported in any other manner, including the number of Calendar Days to process one hundred percent (100%) of prior authorizations is insufficient to meet the requirements of this PG.

Related Contract Reference: Section 24

13. Except as expressly amended hereby, the Contract shall remain in full force and effect in accordance with its provisions.
14. This Amendment No. 7 sets forth the entire understanding between the Parties with regard to the subject matter of the Contract and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the Parties regarding the Contract.
15. In the event of any conflict between the Contract and this Amendment No. 7, the terms of this Amendment No. 7 shall govern.
16. This Amendment No. 7 may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 7 to be executed by their undersigned officials as duly authorized.

FOR **FLORIDA HEALTHY KIDS CORPORATION:**	**FOR** **PLAN: [PLAN]**
Signed:_____	Signed:_____ Name: _____

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Name: Ryan West_____ Title: _____

Title: Chief Executive Officer_____ Date: _____

Date: _____

DRAFT

Tab 5C

KPMG Contract Amendment

AMENDMENT NO. 5
AGREEMENT FOR MANAGEMENT CONSULTING SERVICES BETWEEN
FLORIDA HEALTHY KIDS CORPORATION AND
KPMG LLP

This Amendment No. 5, entered into between the Florida Healthy Kids Corporation ("FHKC") and KPMG LLP ("Vendor") (collectively the "Parties"), and effective upon signing, amends the Agreement for Management Consulting Services ("Agreement") between FHKC and Vendor, dated July 25, 2022.

WHEREAS, pursuant to Section 2.2 of the Agreement the Parties desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 3.2, Compensation, is replaced in its entirety as follows:

   FHKC agrees to compensate Vendor upon receipt of an FHKC-approved monthly report. Monthly compensation shall be the product of the state term contract hourly rate multiplied by the number of hours worked (see Table 1). FHKC shall compensate Vendor $81,807.12 (which is included in "Testing Support" of Table 2) for the End-to-End Testing Completion Report upon receipt and approval of such report.

Table 1: Hourly Rates

Role	State Term Contract Hourly Rate
Executive Project Director	$305.00
Project Director	$305.00
Junior Consultant	$175.00

Table 2: Not to Exceed Cost by State Fiscal Year

State Fiscal Year	Core Team	Testing Support	Not To Exceed Total Cost
2022 - 2023	$281,600.00	$0	$281,600.00
2023 - 2024	$307,200.00	$134,487.68	$441,687.68
2024 - 2025	$461,200.00	$192,705.20	$653,905.20
2025 - 2026	$461,200.00	$117,078.00	$578,278.00
2026 - 2027	$461,200.00	$108,011.12	$569,211.12
Total	**$1,972,400.00**	**$552,282.00**	**$2,524,682.00**

No additional compensation shall be allowed unless specifically agreed upon in writing by the Parties.

2. All provisions of the Agreement being modified and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform with this Amendment, effective as if the date of last execution of this Amendment by both Parties.

3. All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the Agreement.

4. This Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute the same document.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 5 to be executed by their undersigned officials as duly authorized.

FOR **FLORIDA HEALTHY KIDS CORPORATION:**	**FOR** **KPMG LLP:**
Signed:_____	Signed:_____
Name: Ryan West	Name: Chad Poppell
Title: Chief Executive Officer	Title: Principal, Advisory
Date: _____	Date: _____

Tab 5D

Quality Reports
Part Two: Network Adequacy

FLORIDA Healthy Kids CORPORATION

Annual External Quality Review Organization Reports

April 29, 2026

Annual Quality Reports

- ✓ Compliance Assessment
- ✓ Performance Measure Validation
- **Network Adequacy Validation**
- Performance Improvement Projects

Network Adequacy

- Point in time assessment: March 2025
- Time and distance standards for urban and rural areas
- Detailed provider types: 13 for health and 3 for dental
- Appointment availability, including communication to members and providers

Appointment Availability Standards

- **Emergency care**: immediate
- **Urgently needed care**: within 24 hours
- **Routine care**: within seven calendar days
- **Follow-up care**: as medically appropriate

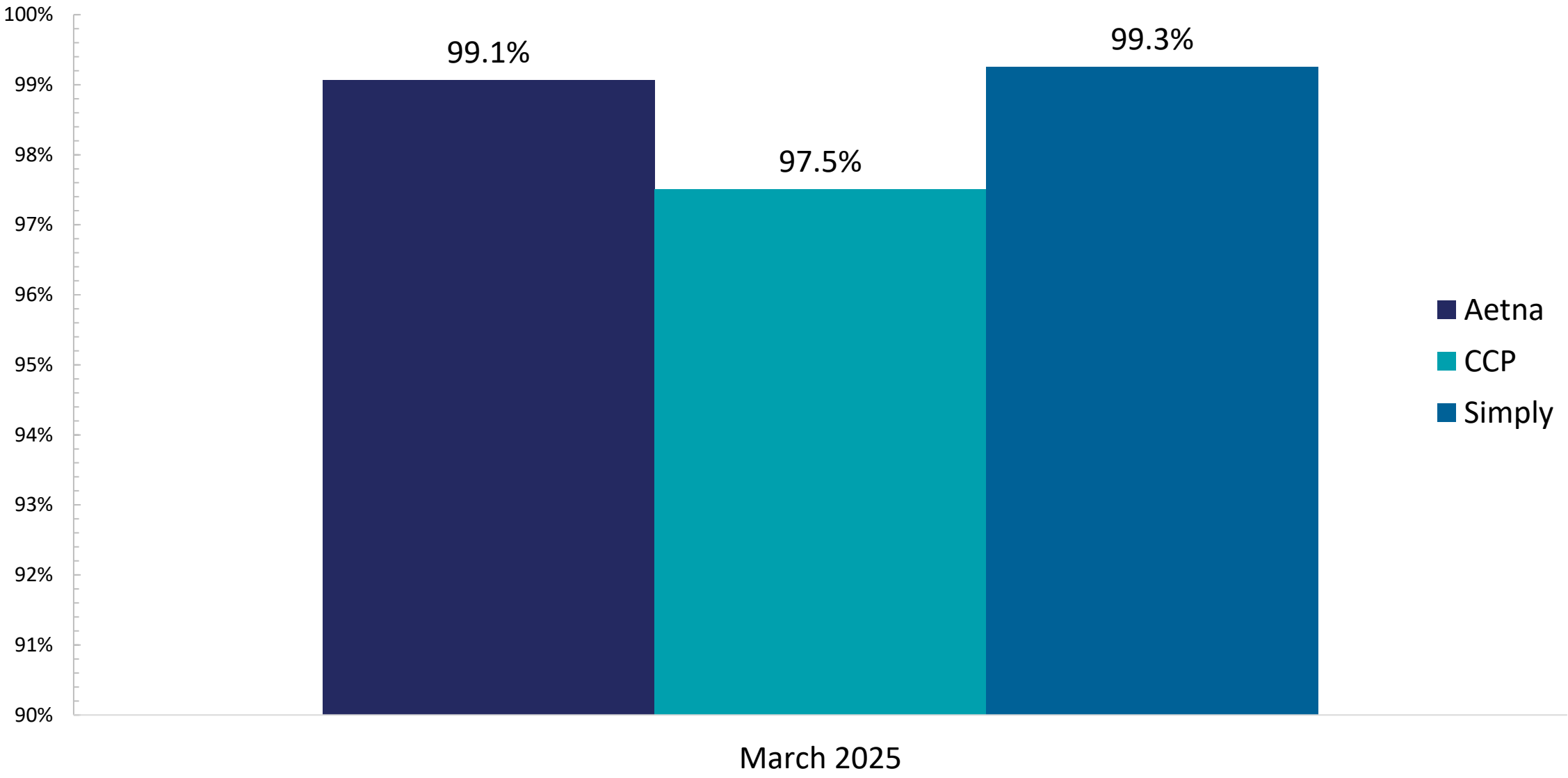
- **Well-child visits**, as recommended by the American Academy of Pediatrics: within four weeks

- **Routine dental examinations**: within four weeks

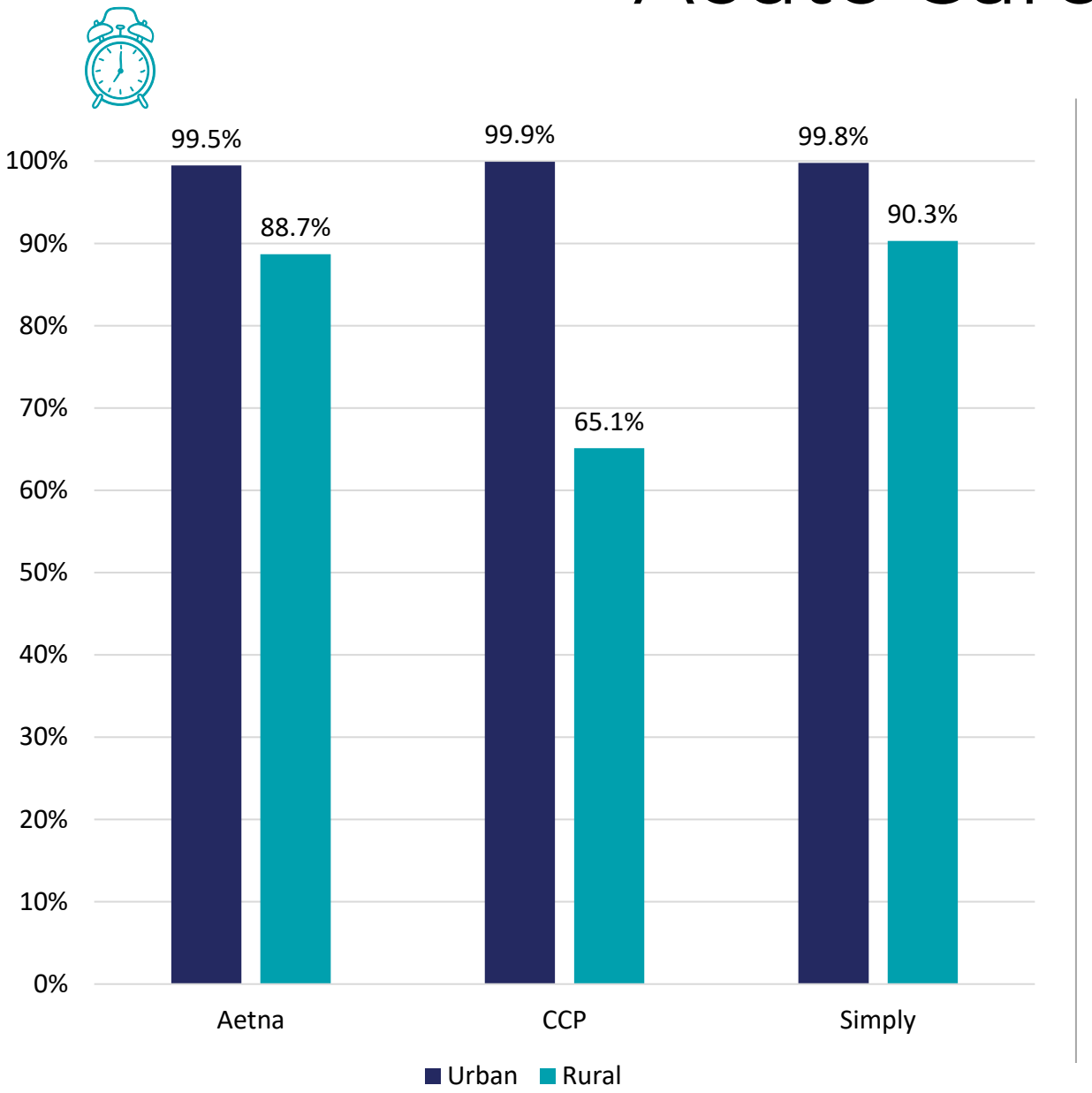
Health Network Adequacy Standards

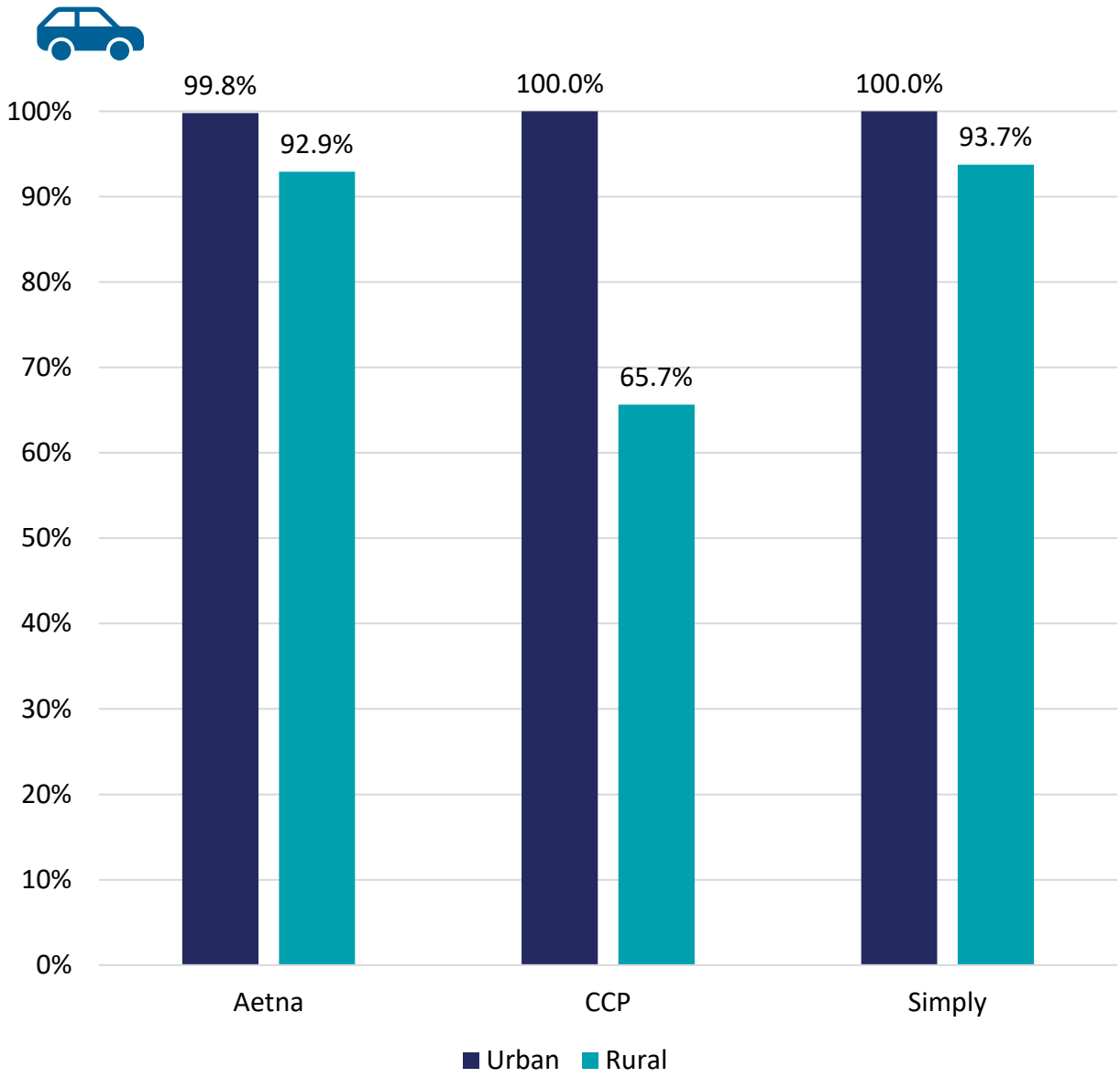
	Time Standards in minutes		Distance Standards in miles	
Provider Type	**Urban**	**Rural**	**Urban**	**Rural**
Primary Care Provider (PCP) – Family Medicine	20	20	20	20
PCP – Pediatrics	20	30	20	30
Allergy & Immunology	30	60	30	45
Dermatology	30	60	30	45
Obstetrics & Gynecology	30	30	30	30
Optometry	30	60	30	45
Otolaryngology (ENT)	30	60	30	45
Behavioral Health – Pediatric	30	60	30	45
Behavioral Health – Other	30	60	30	45
Specialist – Pediatric	20	40	20	30
Specialist – Other	20	20	20	20
Hospital	30	30	20	30
Pharmacy	15	15	10	10

Health Overall Weighted Network Adequacy Scores

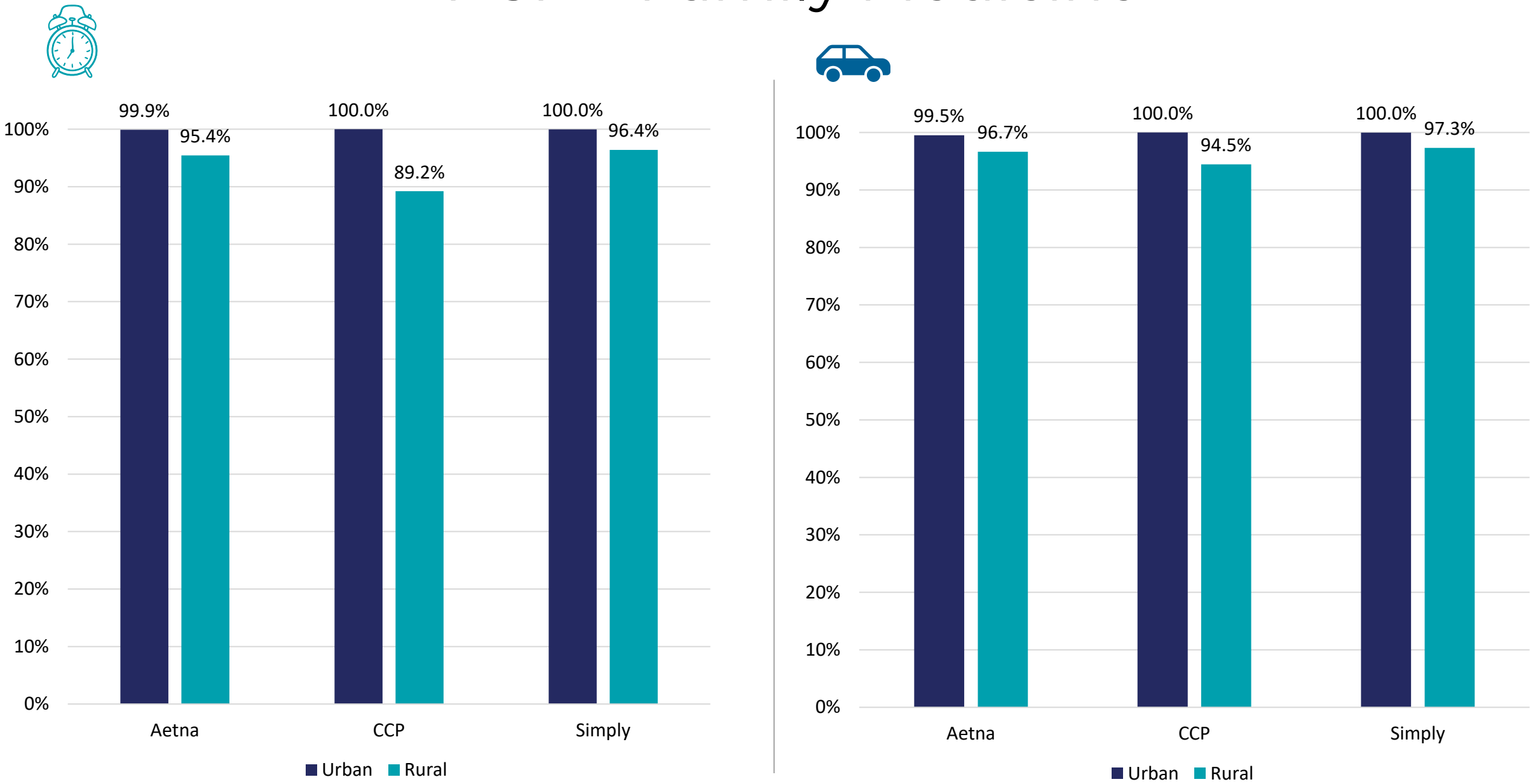


Acute Care Hospitals

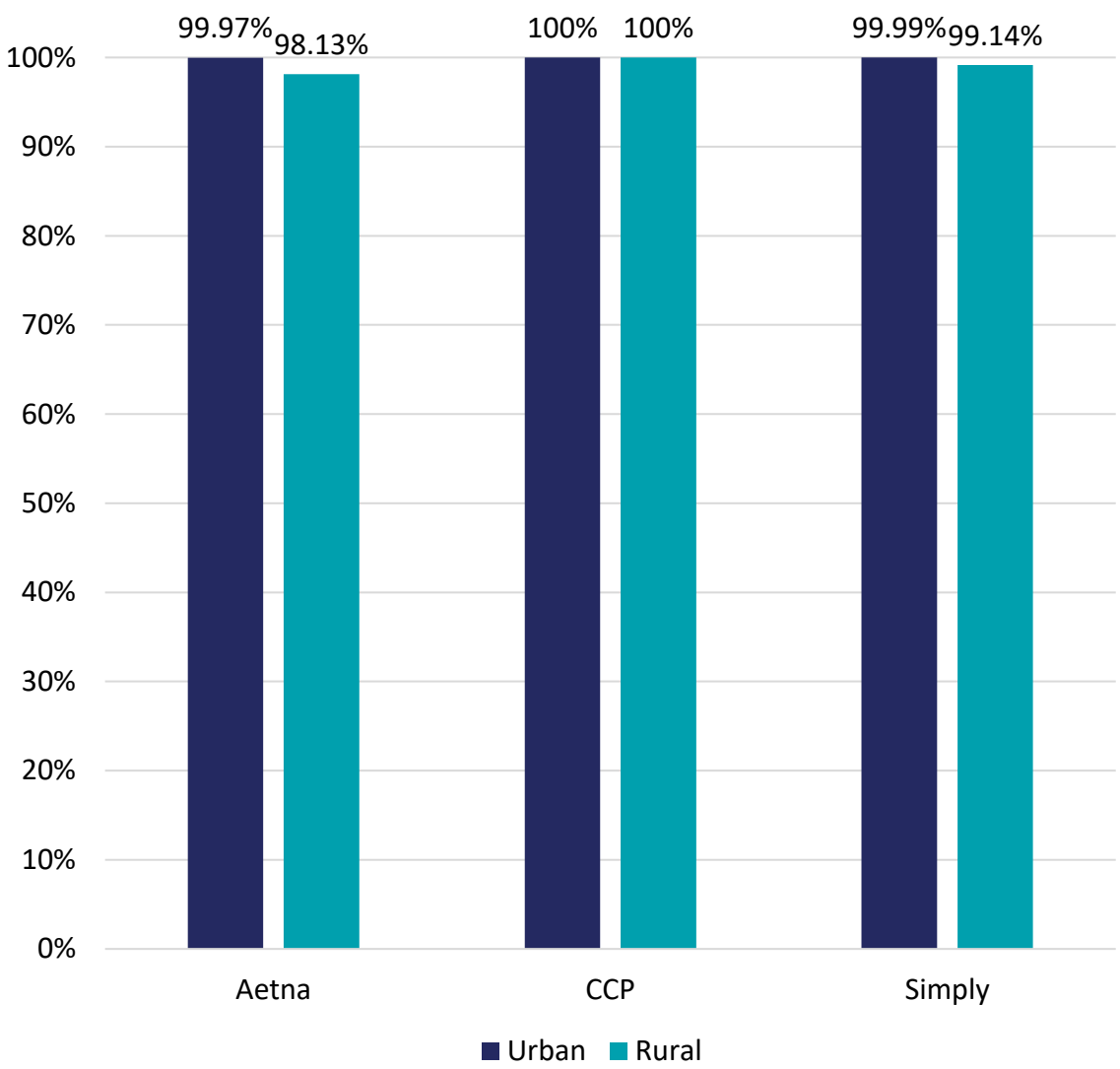


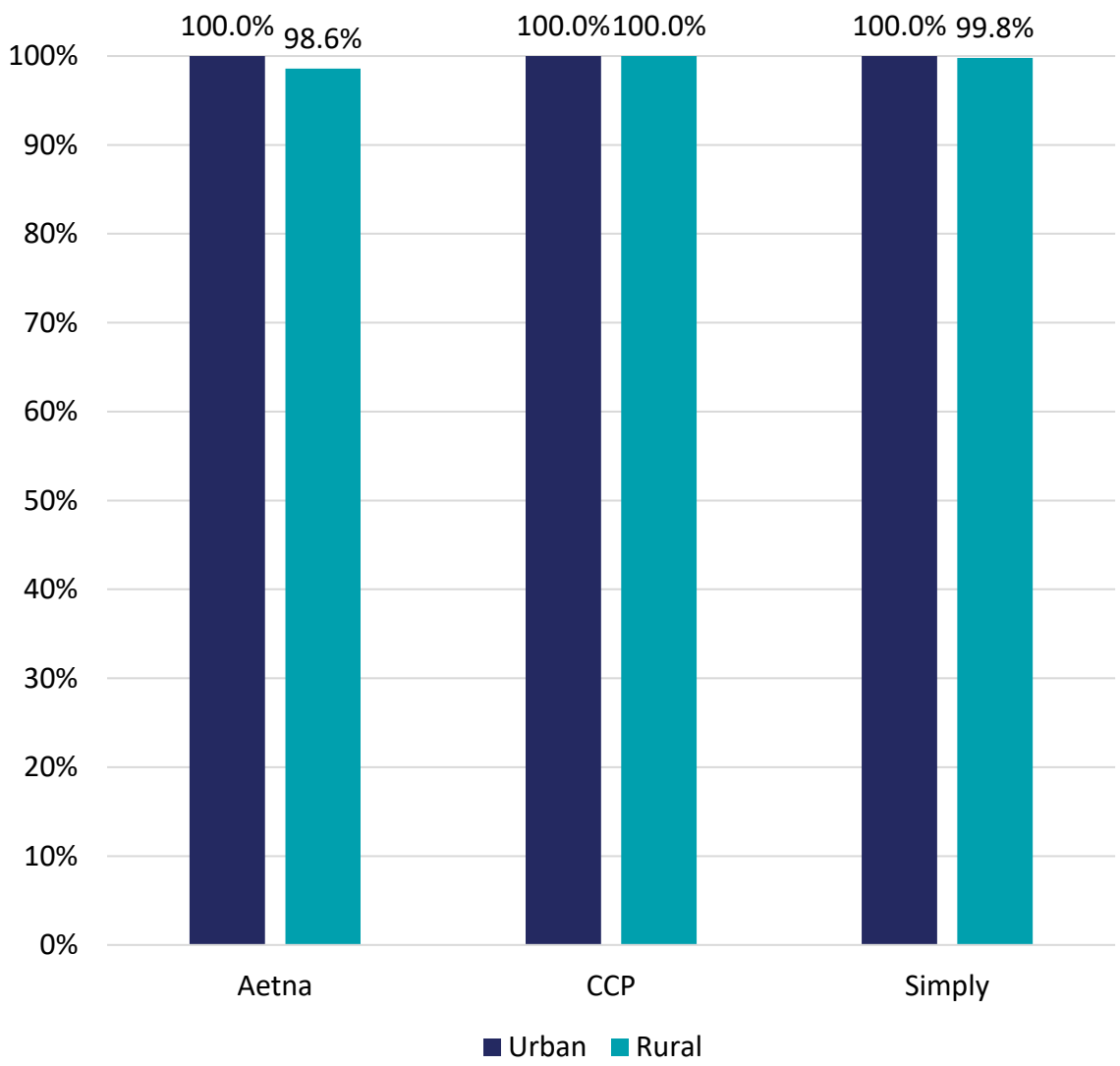


PCP – Family Medicine

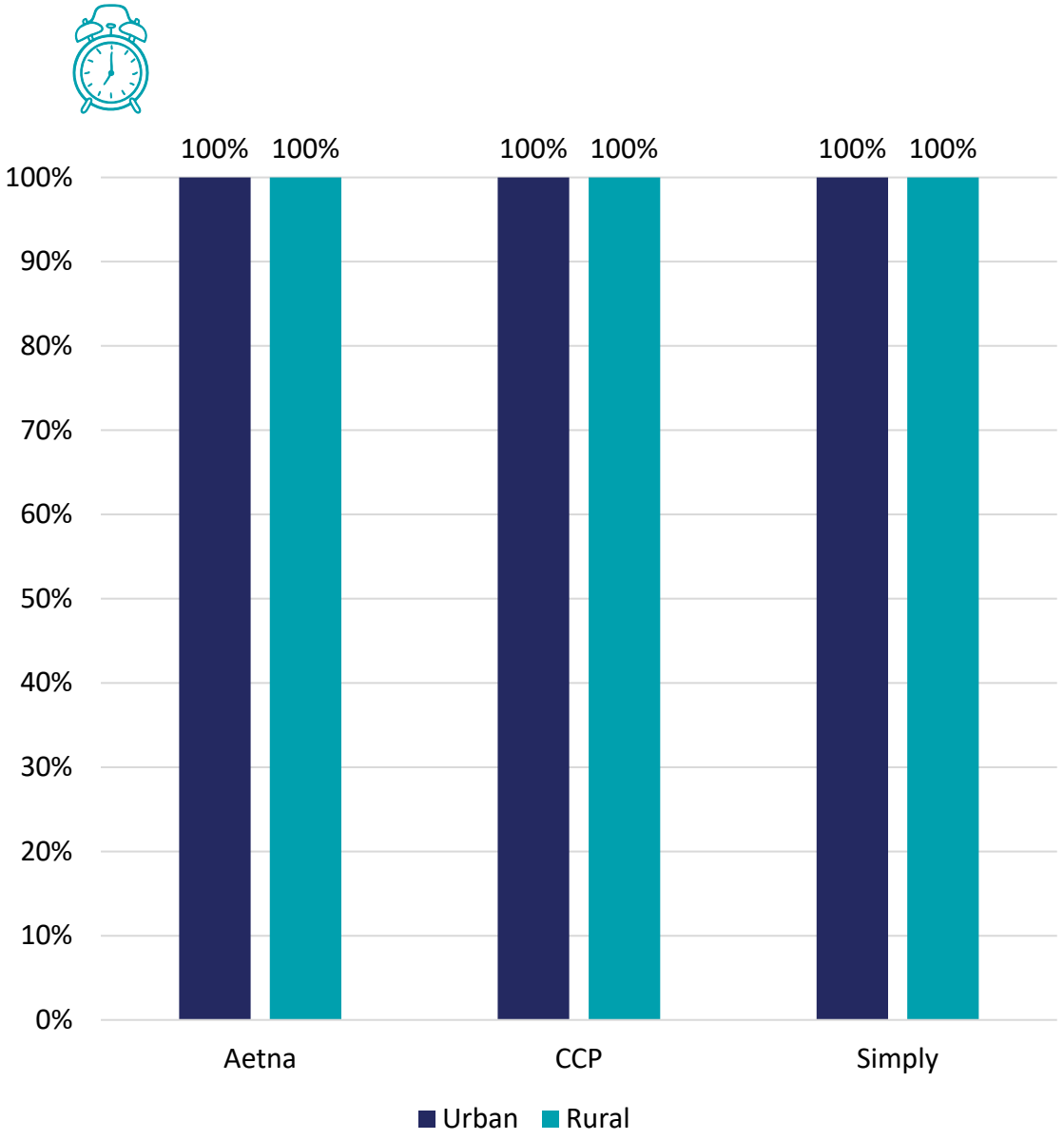


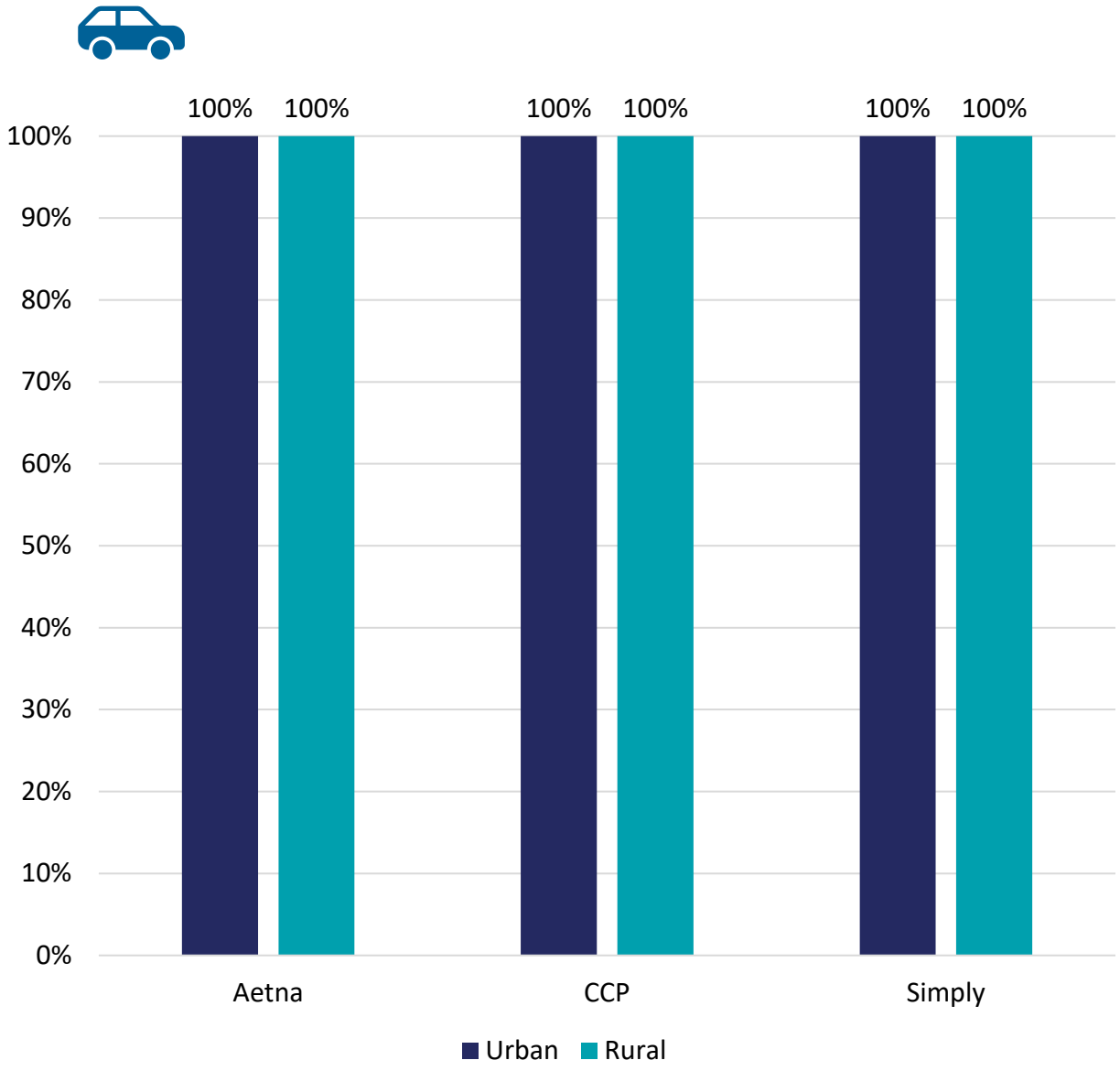
PCP – Pediatrician



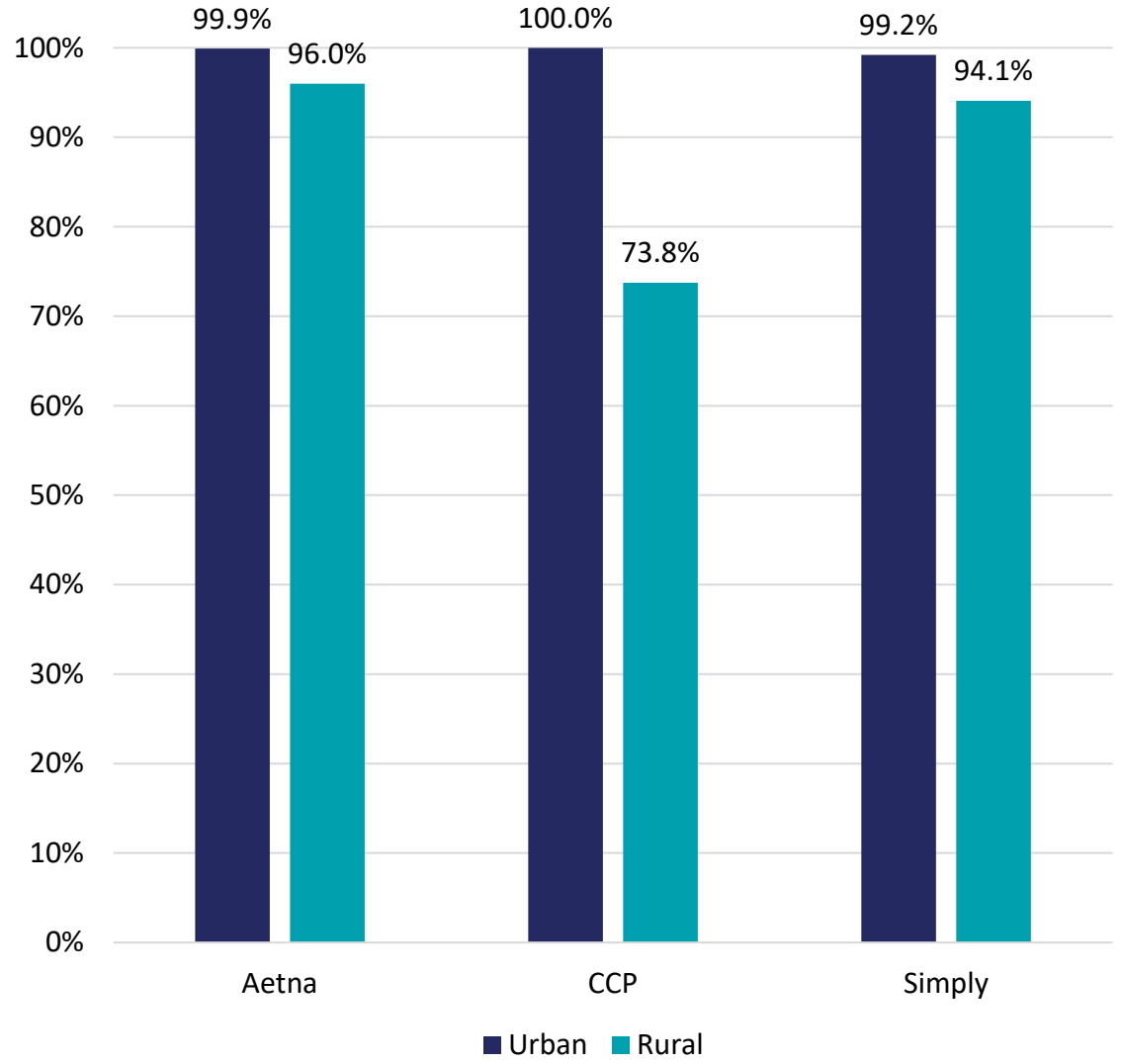


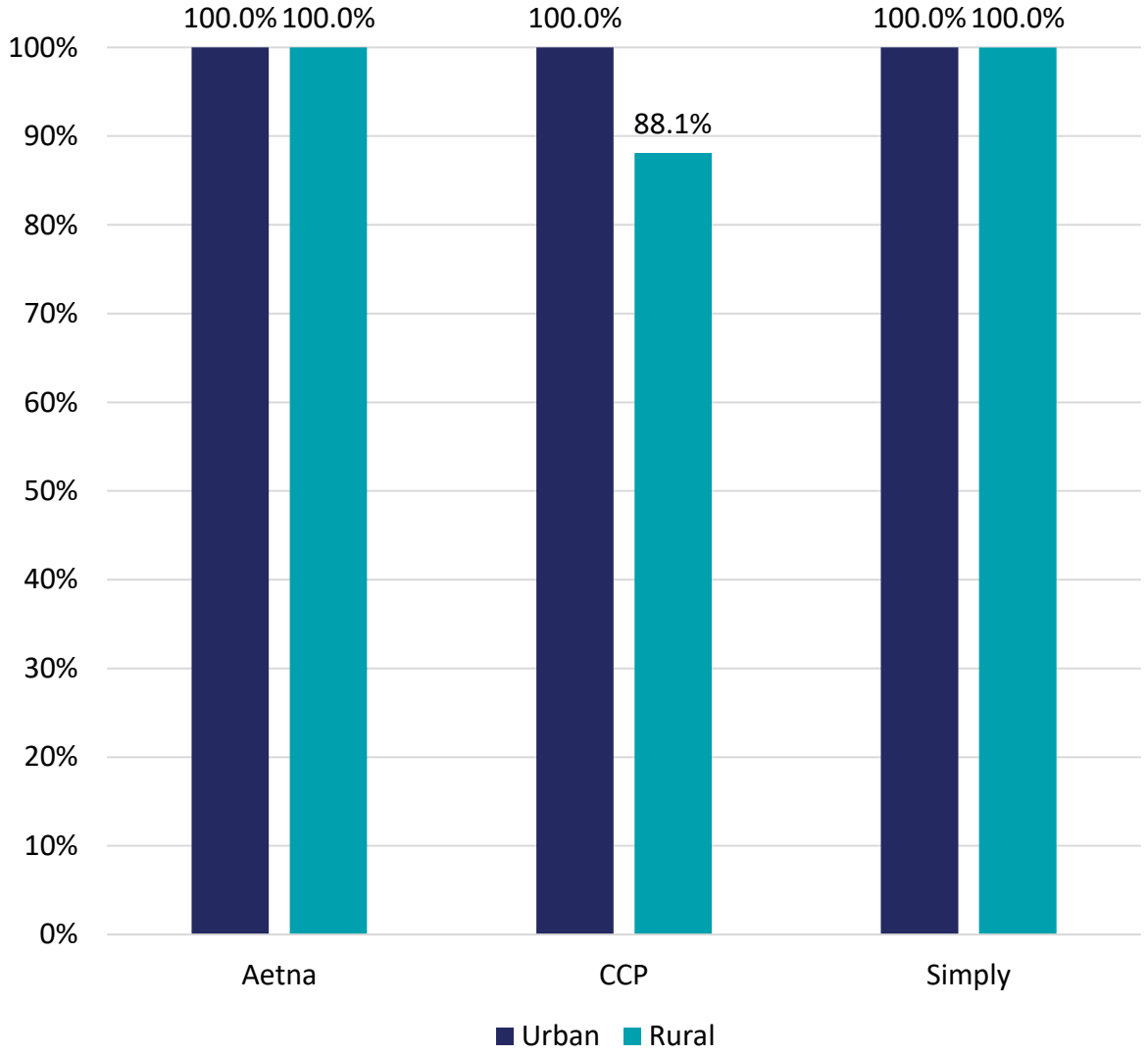
Behavioral Health – Other (Psychiatry, Psychology and Social Work)





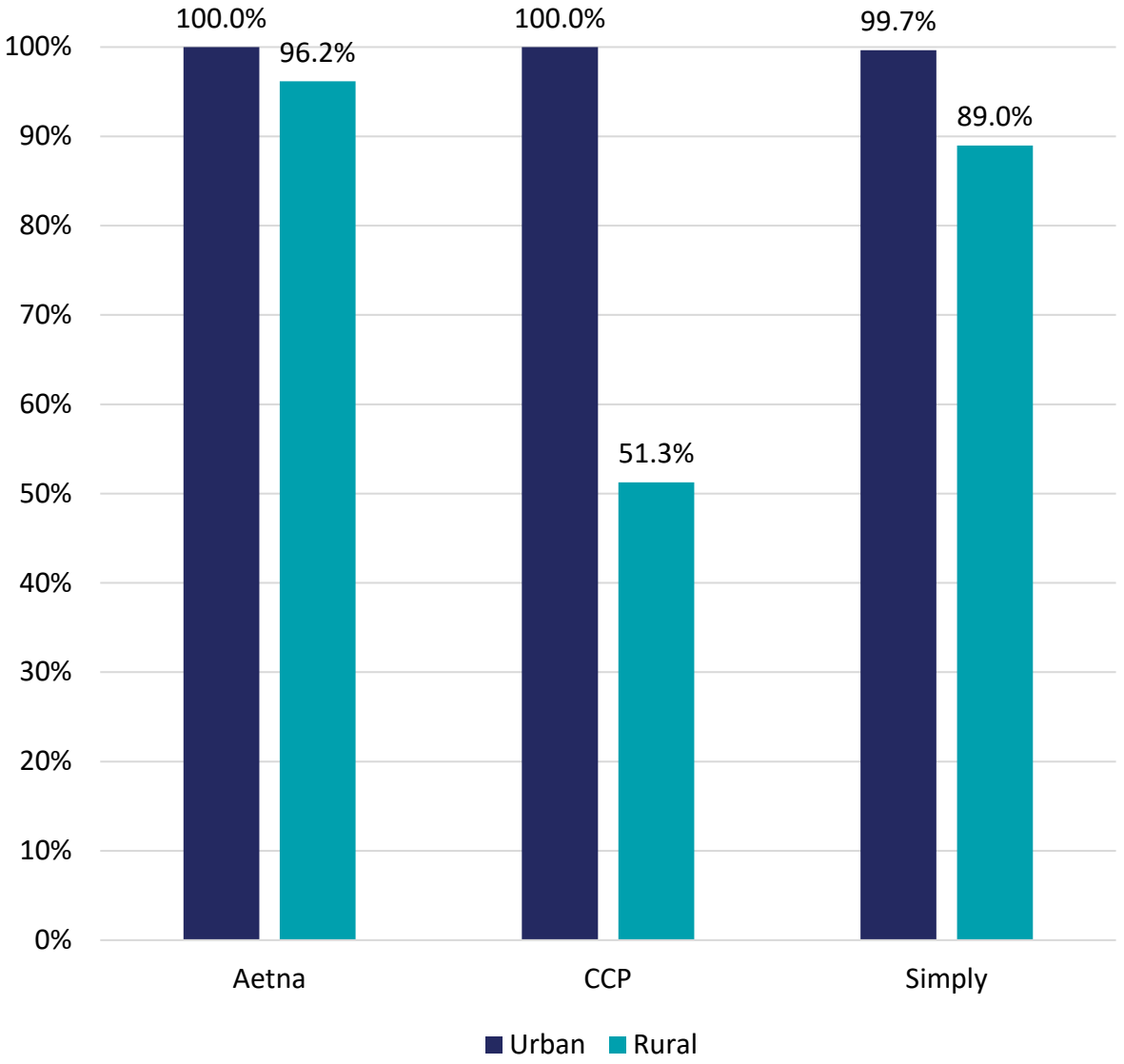
All Specialists – Pediatric and Other*

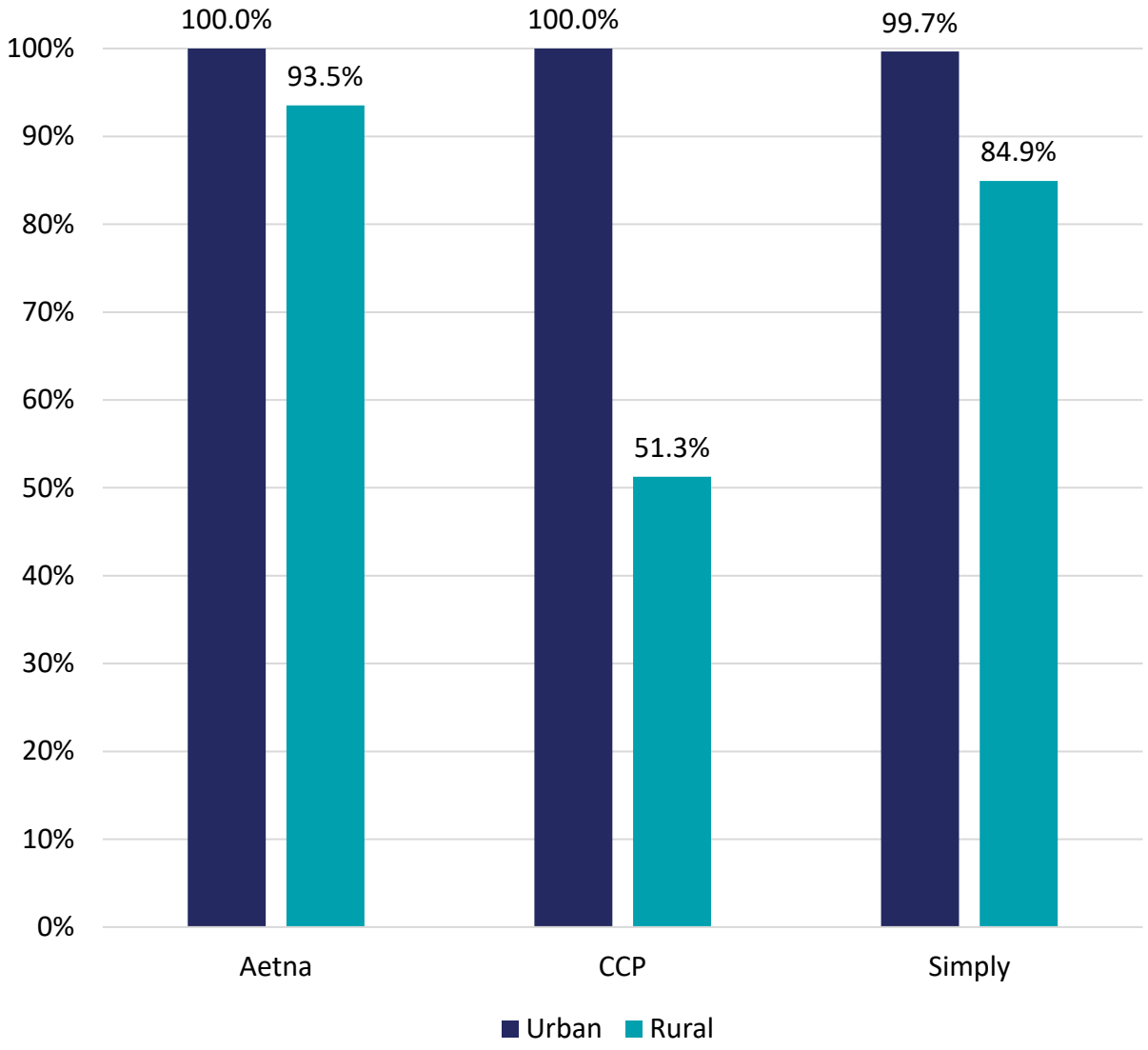




* “Pediatric specialists” are providers dedicated to children, while “other specialists” serve a broader population. The “All Specialists” measure combines both groups.

Otolaryngology (ENT)

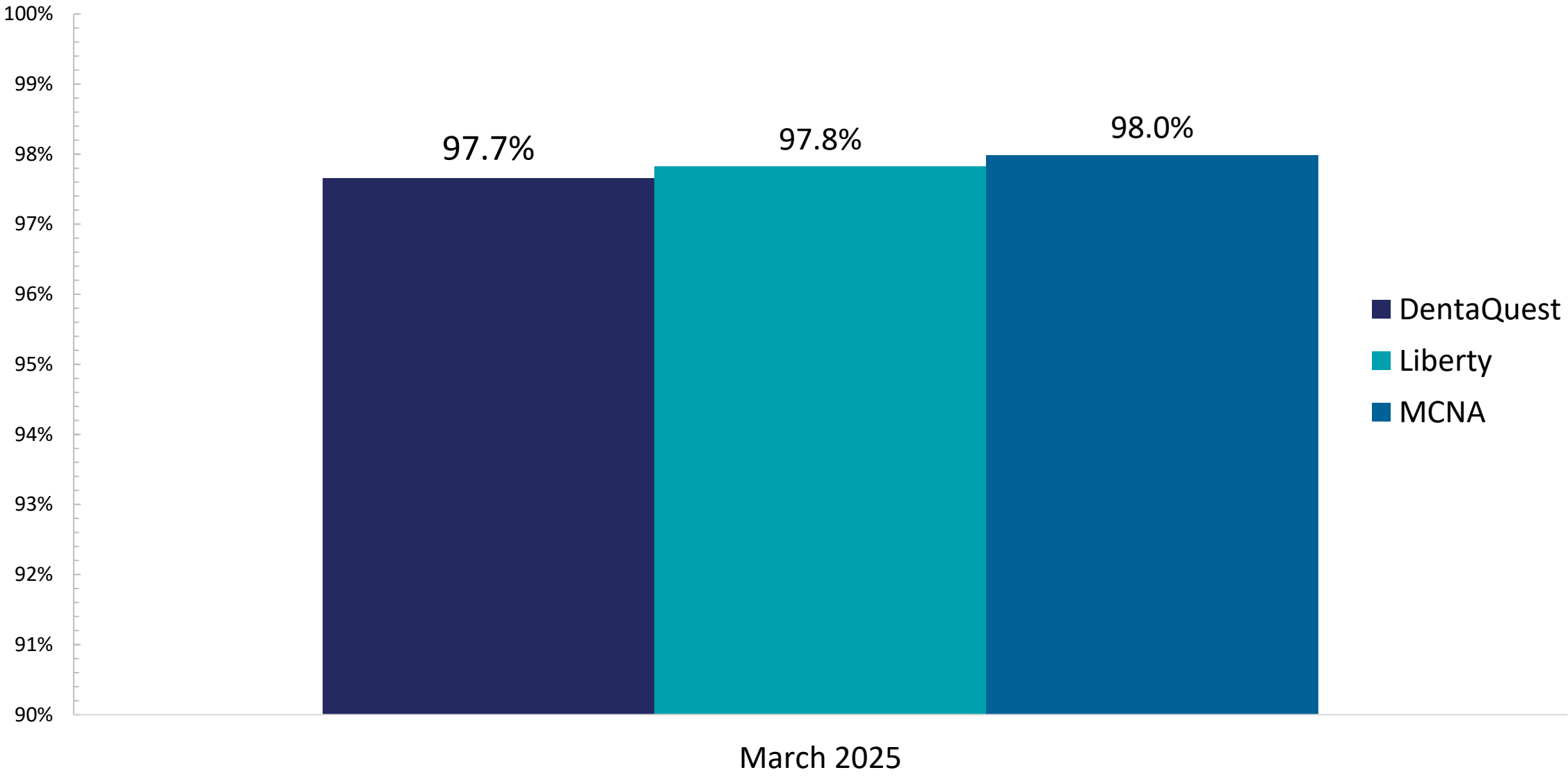




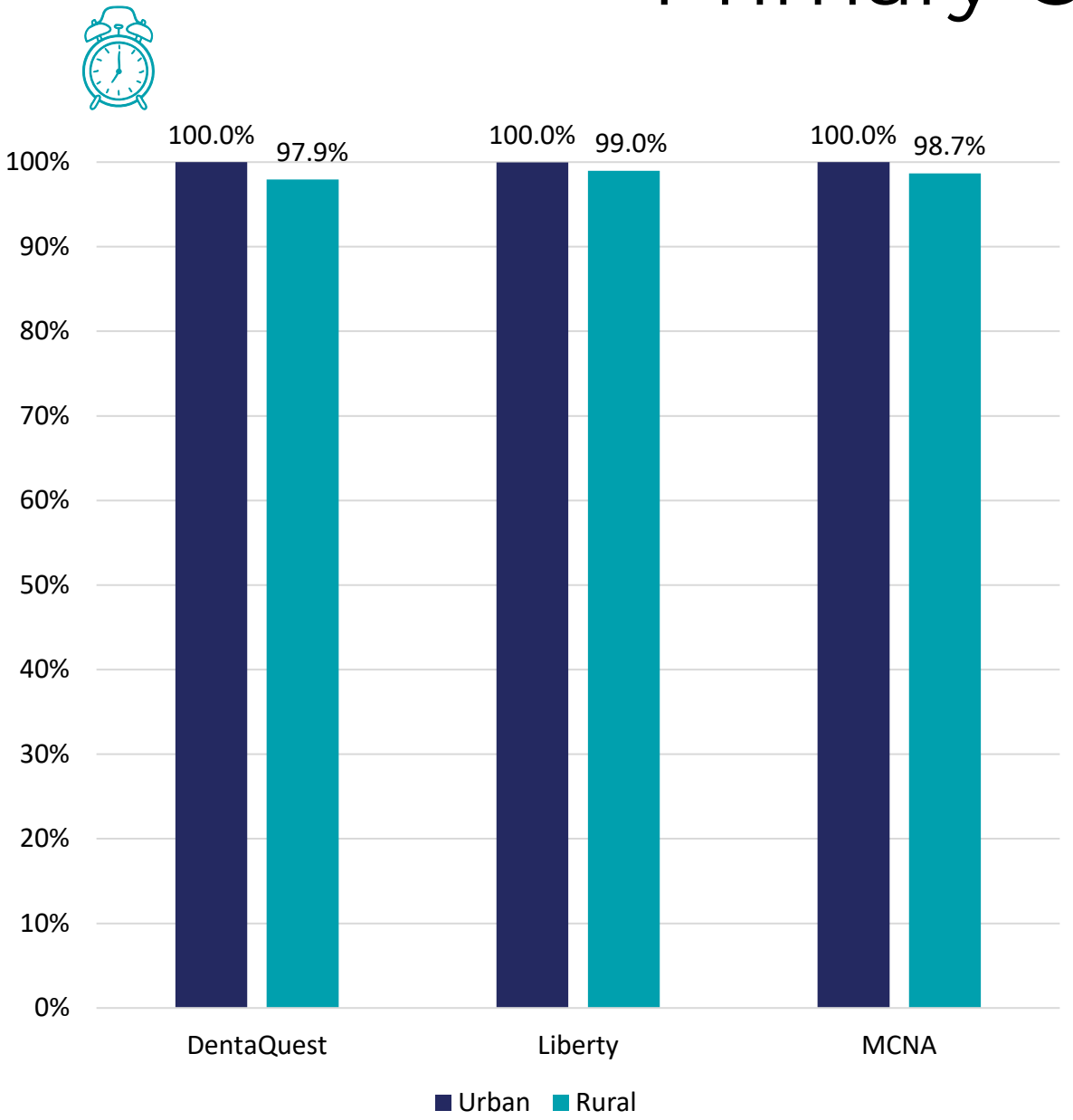
Dental Network Adequacy Standards

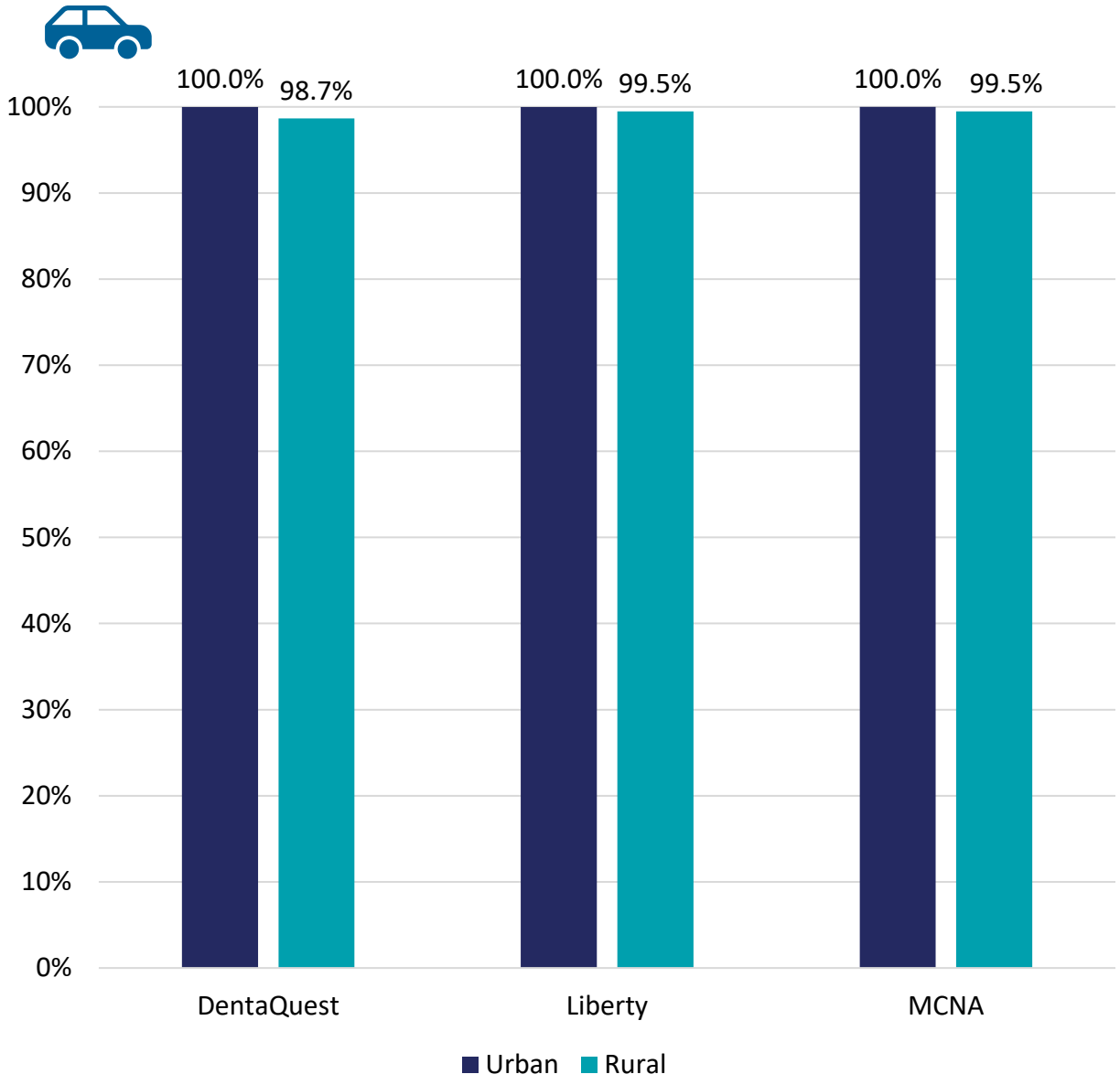
	Time Standards in minutes		Distance Standards in miles	
Provider Type	**Urban**	**Rural**	**Urban**	**Rural**
Primary Care Dentists	20	30	20	30
Dental Specialists	20	40	20	30
Orthodontists	30	70	20	50

Dental Overall Weighted Network Adequacy Scores

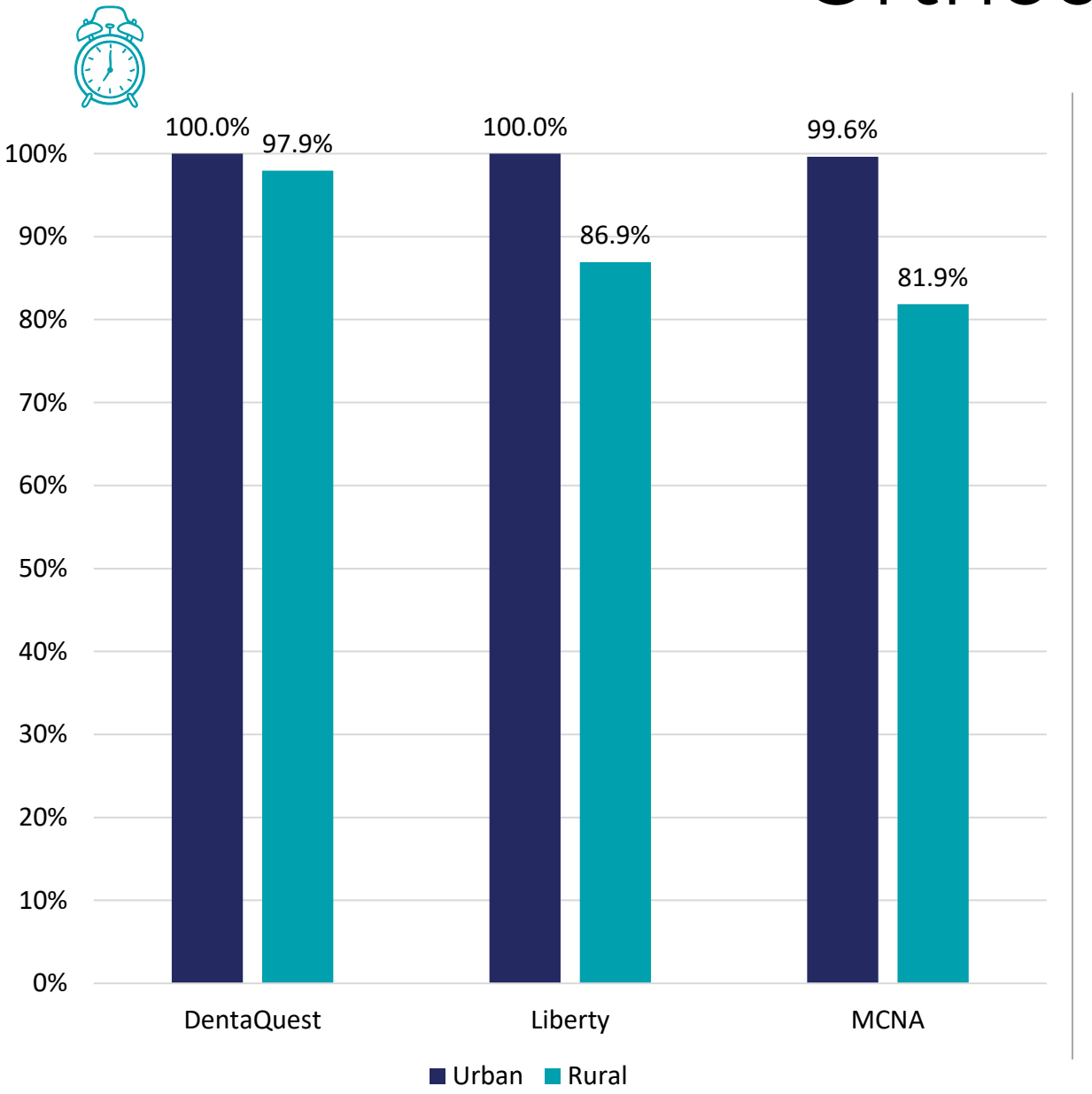


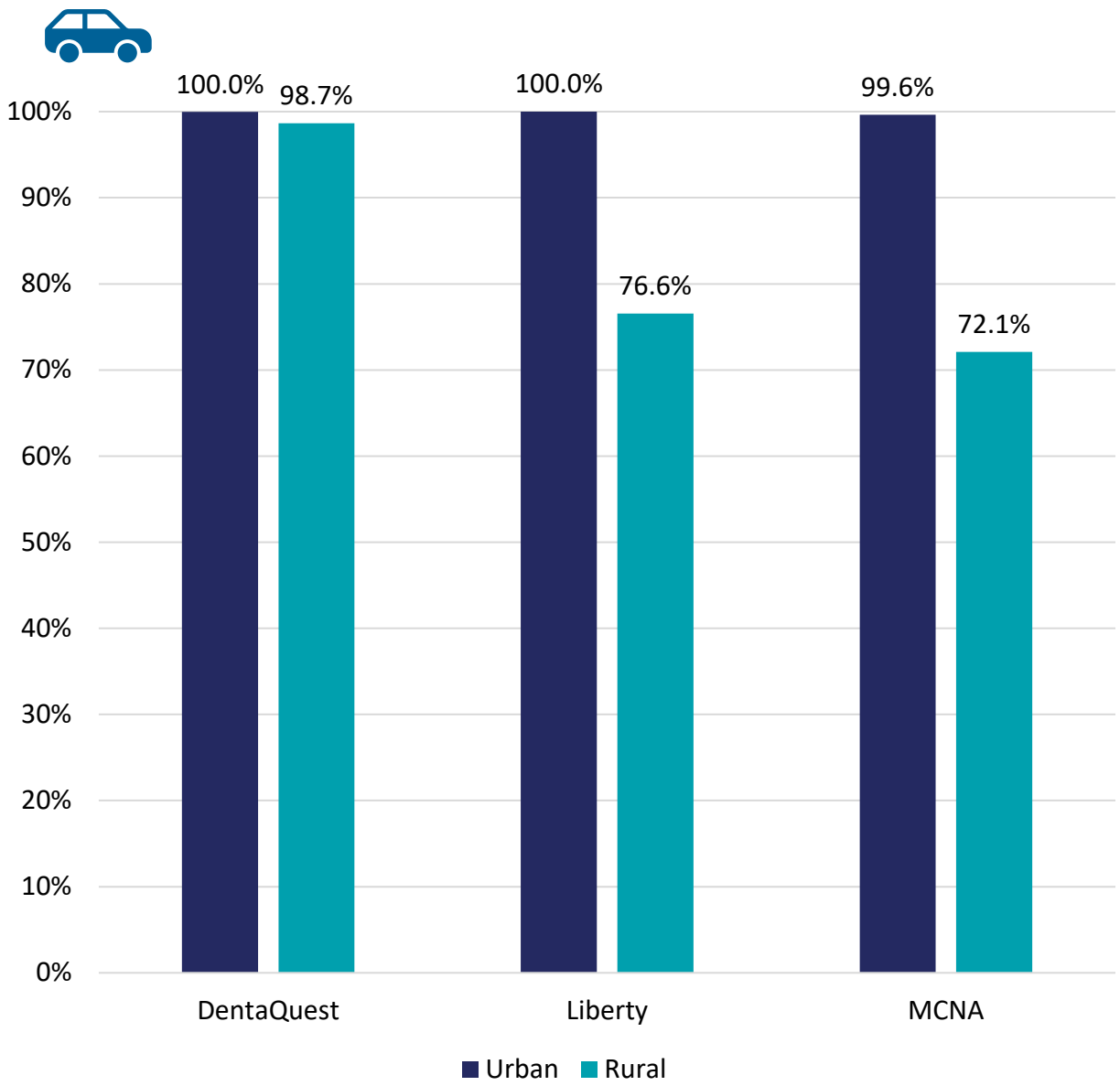
Primary Care Dentists



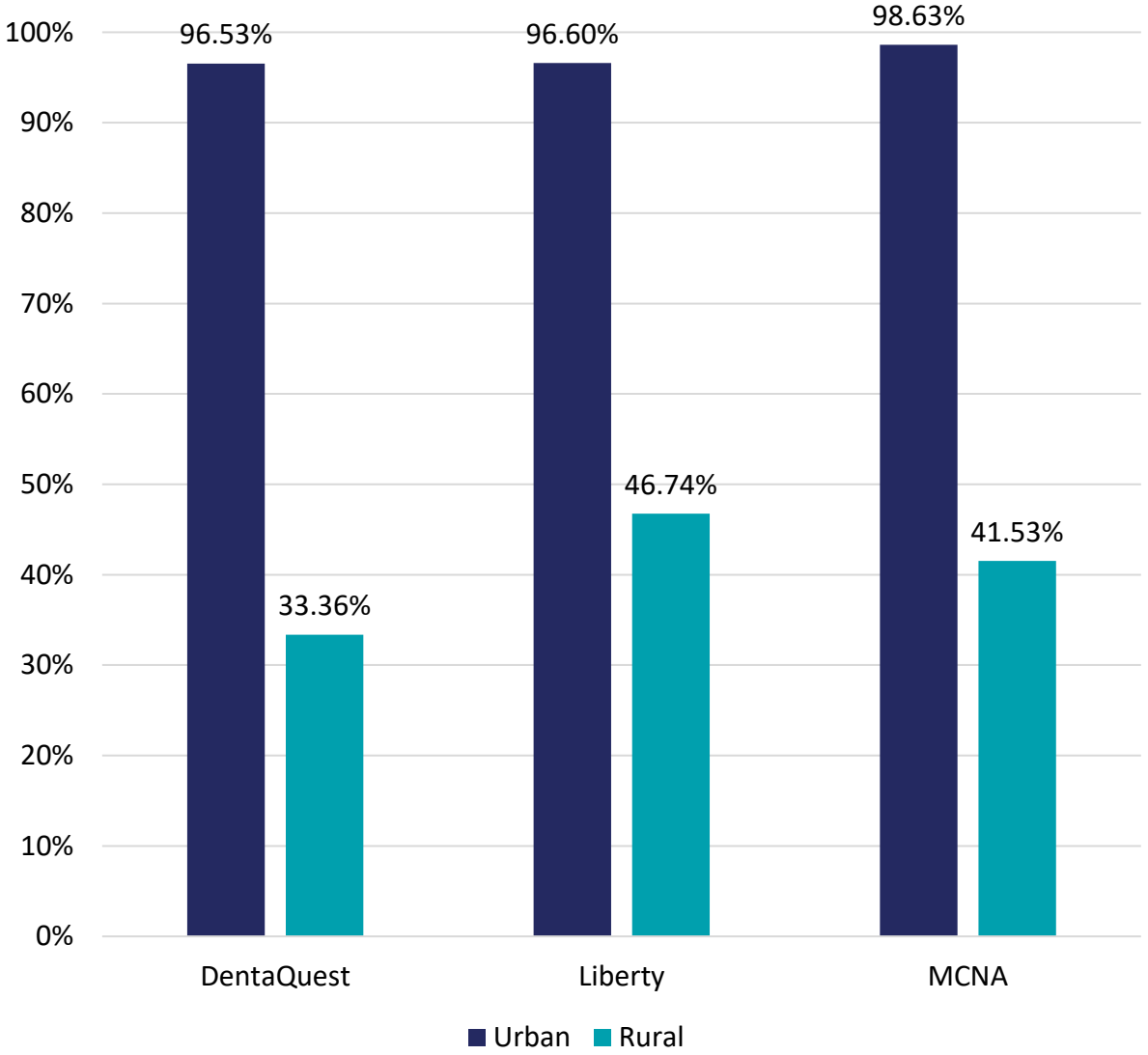


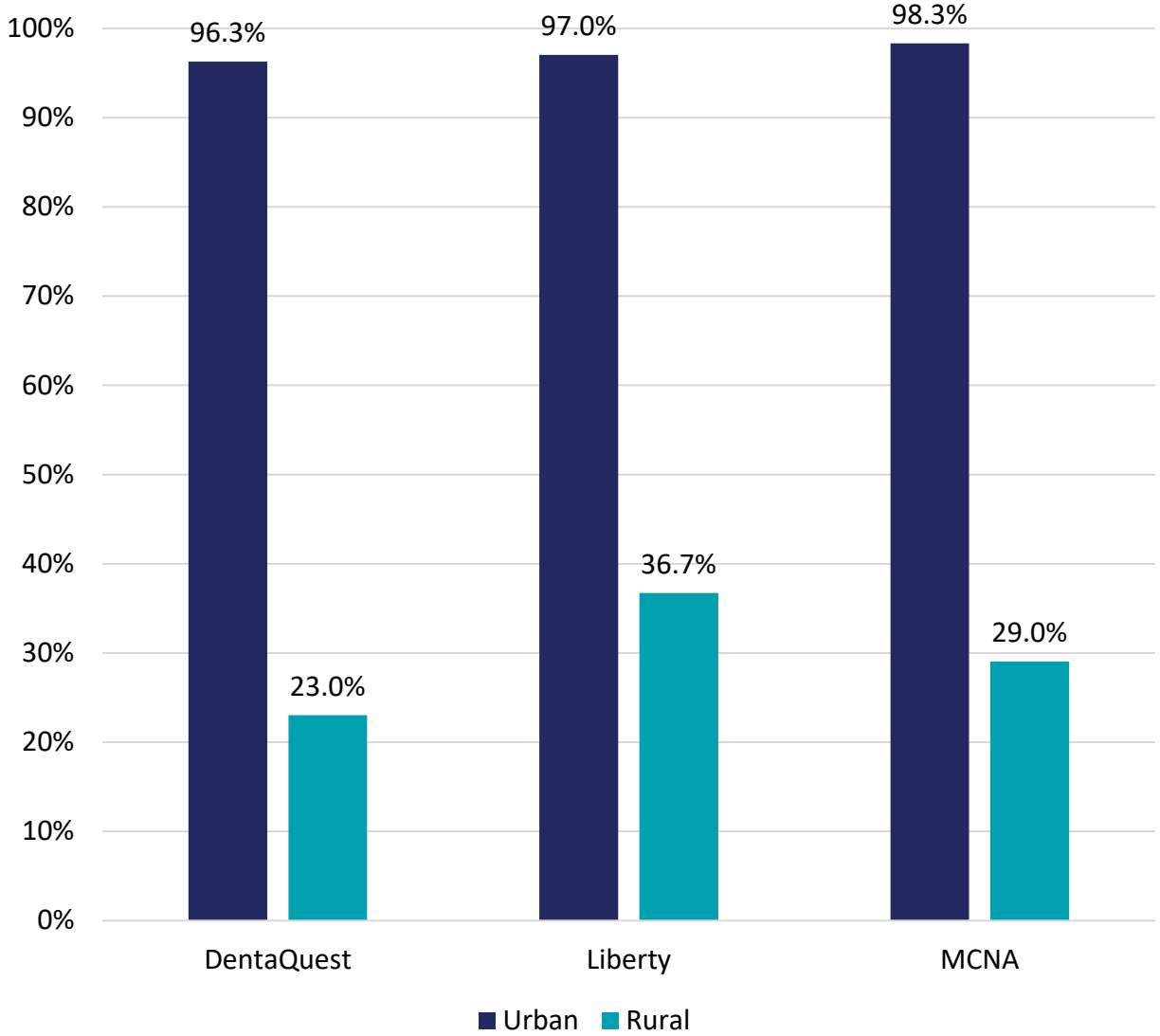
Orthodontists





Dental Specialists*





* Includes Endodontists, Oral Surgeons, Periodontists, Prosthodontists

Tab 5E

Maximus

Maximus

- Implementation
- Performance Standards

2025 Performance Standards

Maximus - Call Center

84.9%

Incoming Calls Answered

80% answered within 60 seconds

100%

Response to Contacts from Customers

100% answered within 2 business days

1.7%

Abandoned Call Rate

No more than 5% of calls abandoned

95.5%

Average Monitoring Score

90% for tenured agents

0.0%

Blocked Call Rate

No more than 1% of incoming calls blocked

99.1%

First Call Resolution

86% of initial calls are addressed during the first call

2025 Performance Standards

Maximus - Eligibility Processes

100%

Applications Processing

100% within 7 business days

99.7%

Outgoing Correspondence

100% mailed within 1 business day, 2 business days for web letters

99.5%

Eligibility Processing Accuracy

97% of application eligibility accuracy

100%

Outgoing Correspondence Accuracy

97% processed accurately

100%

Incoming Correspondence

100% linked and processed within 4 business days

100%

Returned Mail Processed

100% within 3 business days of receipt

2025 Performance Standards

Maximus - Financial

100%

Premium Payment Processing

100% within one business day of receipt

100%

Accounts Refund Processing

100% submitted to FHKC by the 20th day of each month

100%

Payment Transaction Accuracy

99% error-free

100%

Account Refund Accuracy

99% error-free

100%

NSF Payments Processing

100% within two business days of receipt

100%

Account Financial Balance Accuracy

100% of financial account balances are error-free

2025 Performance Standards

Maximus – Technical and Other

98.1%

File Transmission Timeliness

99% transmitted within the agreed time

99.5%

Report Accuracy

99% of reports delivered are error free

100%

File Transmission Accuracy

99% of file transmissions imported and exported without errors

100%

FHKC Research Requests

100% within 3 business days

99.1%

Report Delivery Timeliness

100% of required reports delivered on the due date

100%

System Availability

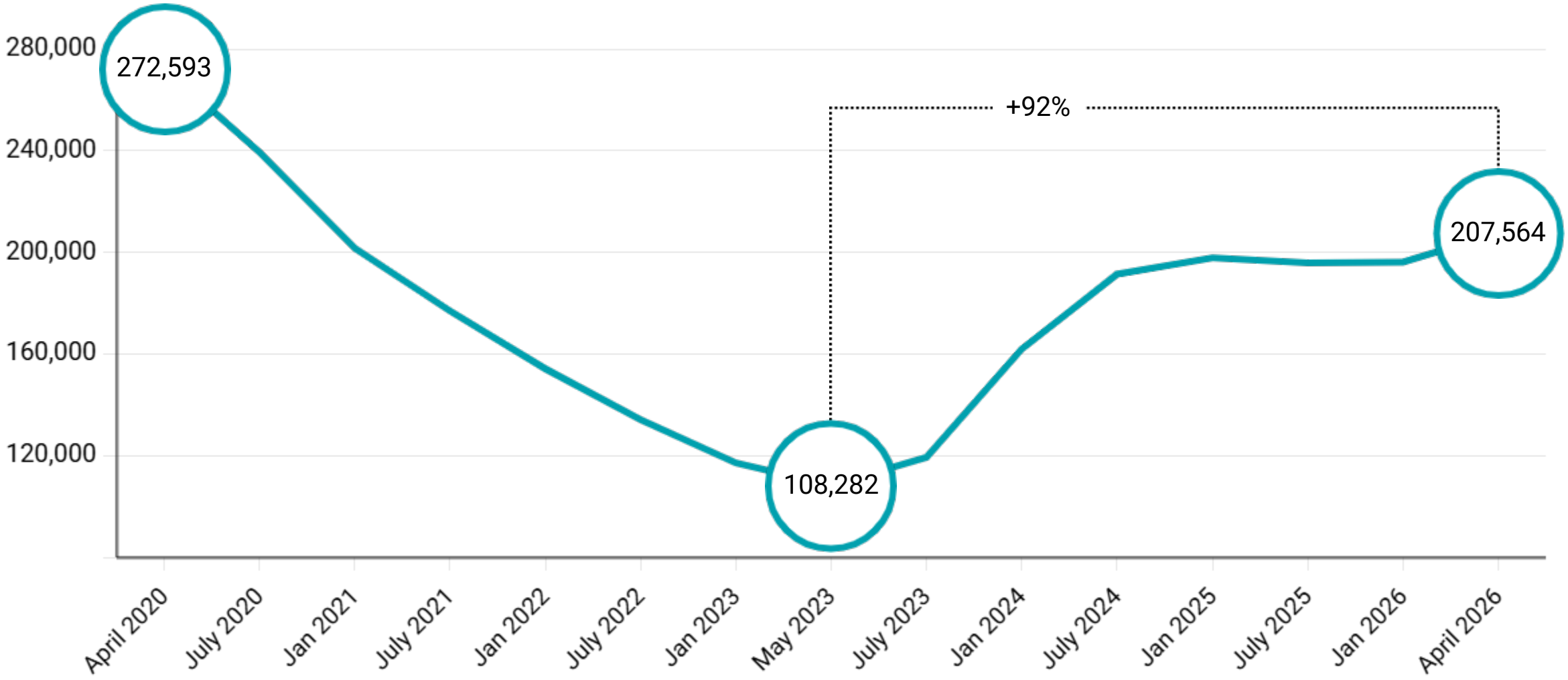
System accessible at least 99% of the month

Tab 5F

Florida KidCare Enrollment

KidCare Enrollment

CMS Plan CHIP, Healthy Kids CHIP and Full Pay, MediKids CHIP and Full Pay



Presentation

Sources

Slides 16-32
- Qsource 2025 Annual Network Adequacy Report

Slides 34-37
- Maximus 2025 Monthly RP38 Reports

Slide 38
- Maximus Final Expenditures Report, April 2026

Tab 6

Chief Marketing Officer Report

HealthyKids™

a FLorida KidCare partner

Chief Marketing Officer Report

April 29, 2026

Tab 6B

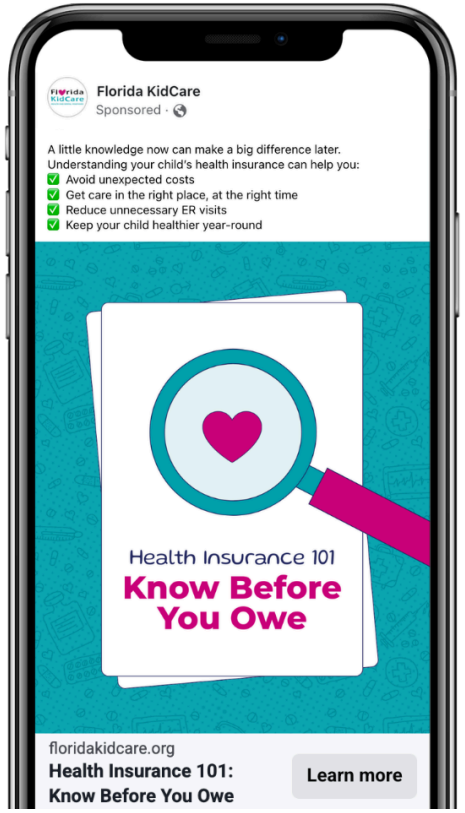
2026 Back-to-School Campaign

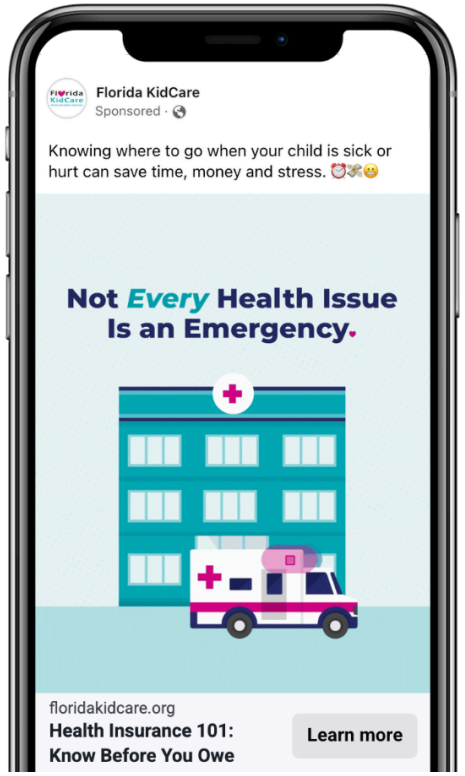
Currently Running: Health Insurance 101

Know Before You Owe

March - May 2026

- Medical debt & high deductible plans
- Targeted digital advertising campaign
- Custom landing page with:
  - Key terms and tips
  - Interactive quiz
  - Educational videos
- Community partner toolkit



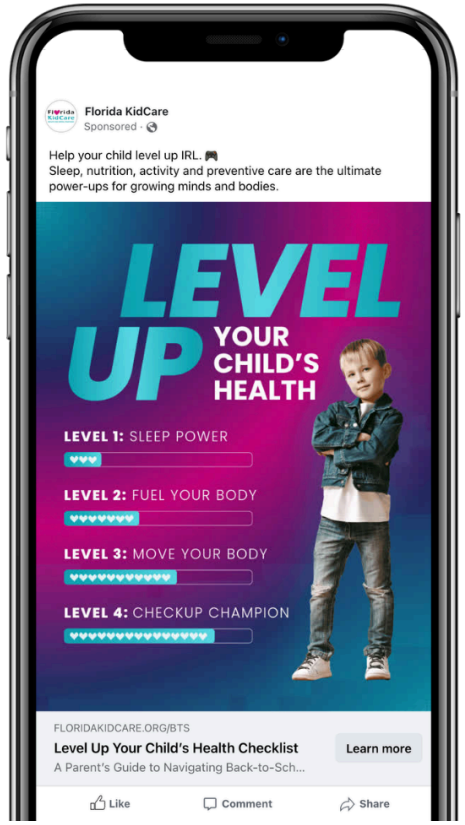


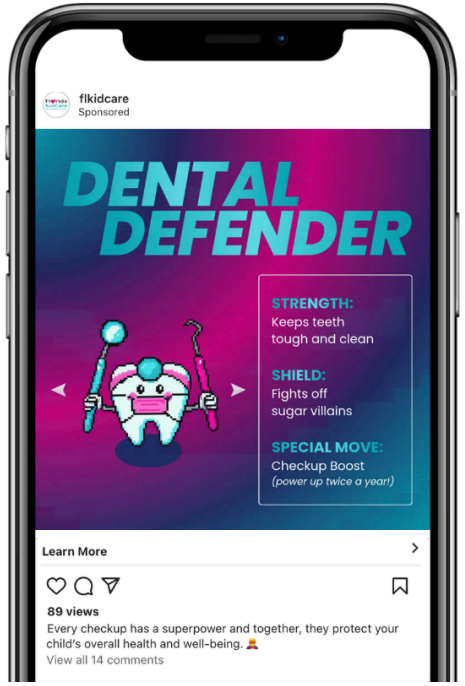
Upcoming: Back-to-School Campaign

Power Up With a Checkup

July - September 2026

- Encouraging checkups, screenings and healthy habits before returning to school
- Targeted digital advertising campaign
- Influencer partnerships
- Custom landing page
- Community partner toolkit





2026 Back-to-School Outreach

Back-to-School Initiative

- Targeted, community-based partnership initiative to promote Florida KidCare during the back-to-school season
- Contract period June 15 - Sept. 30

Consortium of Florida Education Foundations Partnership

- Statewide, school-based partnership designed to support families and teachers, and connect them with valuable resources
- Contract period June 1 - Dec. 31

Tab 6C

2026 Back-to-School
Mini-Grants

Back-to-School Proposal Timeline

April 20
Email sent to interested parties

April 30
Questions about proposals due

May 11
Responses to questions due

May 15
Proposals due

May 22
New back-to-school partners announced

June 15
Contracts begin

Tab 6D

Fiscal Year 2026-27
Community Outreach and
Marketing Budget

Chief Marketing Officer 2026-2027 Budget Overview

Strategic Partnerships and Outreach Services

Description	Amount
New Outreach Partner Initiatives: *Funding for new partner collaborations providing application assistance, enrollment, training and/or brand awareness for Florida KidCare, to include back-to-school partners, as well as new year-round partners such as: health centers, food banks, hospitals and schools*	$124,100
Existing Outreach Partner Initiatives: *Funding to continue collaborations with existing outreach partners in key parts of the state providing application assistance and enrollment for Florida KidCare along with training and brand awareness in health centers, hospitals and schools with a focus on counties with the highest uninsured populations*	$240,500
Sponsorships: *Continued funding for sponsorships to strategically identified partners and events/conferences that can effectively promote and increase awareness of Florida KidCare*	$26,000
Printing and Promotional Costs: *Continued funding for promotional materials to be used for community and educational outreach opportunities, as well as corporate sponsorship purposes. Continued funding for printed materials, including applications, postcards, brochures, income guidelines, legislative handouts, etc.*	$83,000
Segment Total	**$473,600**

Advertising and Creative Services

Description	**Amount**
Traditional and Digital Advertising: *Increased funding for Florida KidCare digital and traditional advertising and continued emphasis on enhancing enrollment in the FHK full-pay plan. Complementary digital, television and print advertising campaigns to run year-round with a focus on the five counties with the highest uninsured populations: Miami-Dade, Broward, Palm, Beach, Hillsborough and Orange*	$378,333
Graphic Design, Production and Consulting: *Continued funding for public relations, design and consulting services*	$181,667
Correspondence Costs: *Funding to cover costs related to correspondence with current and prospective Florida KidCare enrollees, including mass email and texting services, and translation costs*	$16,400
Segment Total	**$576,400**

2026-2027 Total Budget	***$1,050,000***