

FILED

DEC 30 2019

OFFICE OF
INSURANCE REGULATION

Docketed by: _____



OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 256672-19-CO

Application for the Indirect Acquisitions of HEALTH
FIRST COMMERCIAL PLANS, INC., HEALTH
FIRST HEALTH PLANS, INC., AND HEALTH
FIRST INSURANCE, INC.,
by HEALTH FIRST FOUNDATION, INC., and by
ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION.

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by ADVENTIST HEALTH SYSTEM SUNBELT HEALTHCARE CORPORATION (“ADVENT HEALTH”) with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) of an application for the approval of the indirect acquisition of 10% or more of HEALTH FIRST COMMERCIAL PLANS, INC. (“HFCP”), HEALTH FIRST HEALTH PLANS, INC. (“HFHP”), and HEALTH FIRST INSURANCE, INC. (“HFII”), (collectively “FL DOMESTICS”), pursuant to Section 628.461 Florida Statutes. To facilitate ADVENT HEALTH’s indirect acquisition of the FLORIDA DOMESTICS, HEALTH FIRST FOUNDATION, INC. (“HFF”), has filed an application for the OFFICE’s approval of HFF’s indirect acquisition of 100% of the FL DOMESTICS, pursuant to Section 628.461, Florida Statutes (collectively, “Application”). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. ADVENT HEALTH and HFF have applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, have satisfactorily met all the conditions precedent to the granting of approval by the OFFICE of the proposed indirect acquisition of the FL DOMESTICS by HFF and ADVENT HEALTH.
3. ADVENT HEALTH is a Florida-domiciled not-for-profit corporation that was formed in 1981 and has no shareholders. The health care system operated by ADVENT HEALTH was founded in 1973, and today it is comprised of approximately 24 health system campuses in or around central Florida, including several primary care and specialty physician practices.
4. HEALTH FIRST, INC. ("HEALTH FIRST"), is a Florida-domiciled not-for-profit corporation that was founded in 1995. HEALTH FIRST is a Section 501(a)(3) entity with no shareholders, and it operates a formal system of health providers and hospitals that provides both health care services and health insurance plans to patients in the Central Florida area ("Health First System").
5. HFF is a Florida-domiciled not-for-profit corporation, and a Section 509(a)(1) and Section 170(b)(1)(A)(vi) entity with no shareholders. HFF operates as the philanthropic arm of the Health First System.
6. Both HFCP and HFHP are licensed Health Maintenance Organizations domiciled in the state of Florida and are subject to the jurisdiction and regulation of the OFFICE, pursuant to Part I of Chapter 641, Florida Statutes. HFCP and HFHP are 100% owned by HEALTH FIRST.
7. HFII is a licensed Life and Health Insurer domiciled in the state of Florida and is subject to the jurisdiction and regulation of the OFFICE, pursuant to Part III of Chapter 624,

Florida Statutes. HFII is 100% owned by HEALTH FIRST HOLDING CORP (“HFHC”), which is 100% owned by HEALTH FIRST.

8. ADVENT HEALTH has provided the OFFICE with an Acquisition of Membership Interests and Affiliation Agreement (“Acquisition Agreement”), dated June 17, 2019, whereby ADVENT HEALTH will acquire a 27% membership interest in HEALTH FIRST, resulting in an indirect acquisition of the FLORIDA DOMESTICS. The proposed transaction involves a two-step process. First, HEALTH FIRST will cause its subsidiary, HFF to become the sole owning Class A member of HEALTH FIRST, and HEALTH FIRST will convert its status from a Section 509(a)(3) to a Section 509(a)(2) entity. This conversion will allow for ADVENT HEALTH to invest directly into HEALTH FIRST. After HFF becomes the sole Class A member of HEALTH FIRST, the Trustees of HEALTH FIRST will authorize the issuance of a 27% membership interest of HEALTH FIRST, in the form of Class B Membership interests, to ADVENT HEALTH, for which ADVENT HEALTH will pay for certain capital commitments amounting to \$350,000,000 United States Dollars. Upon HFF becoming the sole Class A member of HEALTH FIRST, the incumbent trustees of HFF will be removed. The incumbent directors and officers of HEALTH FIRST then will be appointed as the officers and directors of HFF. As part of the restructuring, HEALTH FIRST will cause to be organized a new legal entity, HFF II, Inc. (“HFF II”), of which HEALTH FIRST will be the sole member. HFF II will apply for tax exempt status and, upon receipt of a positive determination letter from the Internal Revenue Service: HEALTH FIRST will appoint the then current members of the HFF Advisory Committee as the trustees of HFF II; HFF will transfer to HFF II all of the health system’s philanthropic assets; and HFF II then will serve as the foundation for the Health First System in the same manner as HFF does today. After the transaction is completed, HFF, as the sole Class A member, will own 73% of HEALTH FIRST,

and ADVENT HEALTH, as the sole Class B Member, will own 27% of HEALTH FIRST, and thereby it will also own an indirect, 27% interest in the FLORIDA DOMESTICS.

9. ADVENT HEALTH, HFF, HEALTH FIRST, and HFHC have made material representations that, except as disclosed in the Application, neither the officers and directors of ADVENT HEALTH, the officers and directors of HFF, the officers and directors of HEALTH FIRST, the officers and directors of HFHC, nor the post-acquisition officers and directors of FLORIDA DOMESTICS, have been found guilty of, or have pleaded guilty or nolo contendere to, a felony or a misdemeanor, other than a minor traffic violation.

10. ADVENT HEALTH, HFF, HEALTH FIRST, and HFHC have further represented that they have submitted complete background information on each of the individuals referenced in paragraph 8 above. If said information has not been provided to the OFFICE, or if the sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph 8 are inaccurate, any such individual shall be removed as an officer or director of said company within 30 days of receipt of notification from the OFFICE and replaced with a person or persons acceptable to the OFFICE.

11. If, upon receipt of notification from the OFFICE pursuant to paragraph 9 above, ADVENT HEALTH, HFF, HEALTH FIRST, or HFHC do not timely take the required corrective action, ADVENT HEALTH, HFF, HEALTH FIRST, and HFHC agree that such failure to act would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificates of Authority of FLORIDA DOMESTICS without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

12. ADVENT HEALTH, HFF, HEALTH FIRST, and HFHC represent that, except as disclosed in the Application, there are no present plans or proposals to make any substantive changes to the Plans of Operation of FLORIDA DOMESTICS, including liquidating them, selling any of their assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating them with any person or persons, or making any other major change in their business operations.

13. Within 10 business days after the transactions contemplated in the Application are completed, ADVENT HEALTH, HFF, or HEALTH FIRST shall submit, or cause to be submitted, to the OFFICE all documents evidencing completion of said transactions. Further, ADVENT HEALTH, HFF, or HEALTH FIRST shall notify the OFFICE within 3 business days of determining that the transactions contemplated in the Application will not occur.

14. All parties to this Consent Order agree that this Consent Order shall be deemed null and void if the transactions contemplated in the Application are not completed within 60 days of execution of this Consent Order.

15. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS will cooperate with financial and market conduct examinations conducted by the OFFICE, and make their accounts, records, documents, files, information, assets, and matters in their possession or control freely available to the OFFICE, its examiners, or its investigators, in accordance with Sections 624.318 and 641.27, Florida Statutes.

16. ADVENT HEALTH, HFF, and HEALTH FIRST agree to notify the OFFICE of any amendments to the Acquisition Agreement and to file such amendments with the OFFICE within 5 business days of the change.

17. ADVENT HEALTH, HFF, or HEALTH FIRST shall report any material changes to the information submitted in the Application filing to the OFFICE for its review during the pendency of the closing of the transactions contemplated in the Application. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS acknowledge that if the OFFICE determines that any of the reported changes would have a material negative impact to the financial condition or operation of ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS, the OFFICE may rescind its approval as granted in this Consent Order by written notice to ADVENT HEALTH, HFF, and HEALTH FIRST .

18. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS shall, no later than 15 days after the month in which all transactions contemplated in the Application are completed, file an update to their Holding Company Registration Statement, pursuant to Section 628.801, Florida Statutes, and Rule 69O-143.046, Florida Administrative Code.

19. HFCP and HFHP shall be required at all times to maintain capital and surplus as required by Sections 641.19(19) and 641.225, Florida Statutes. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS agree that failure to maintain compliance at all times with these capital and surplus requirements would constitute an immediate serious danger to the public and that the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of HFCP or HFHP without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

20. HFII shall be required at all times to maintain capital and surplus as required by Sections 624.408, and 624.4085, Florida Statutes, as required. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS agree that failure to maintain compliance

at all times with these capital and surplus requirements would constitute an immediate serious danger to the public and that the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of HFII without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

21. ADVENT HEALTH and HFF shall cause the Enterprise Risk Report required by Section 628.801(2), Florida Statutes, and any and all information necessary to evaluate the enterprise risks of FLORIDA DOMESTICS, to be furnished to the OFFICE pursuant to Section 628.461(3)(f)-(g), Florida Statutes.

22. HEALTH FIRST agrees to infuse appropriate capital to FLORIDA DOMESTICS to enable them to maintain compliance with surplus requirements in Sections 641.19(19), 641.225, 624.408, and 624.4085, Florida Statutes, pursuant to Paragraphs 19 and 20 above.

23. Any prior orders, consent orders, or corrective action plans that FLORIDA DOMESTICS have entered into with the OFFICE prior to the execution of this Consent Order shall apply and remain in full force and effect for FLORIDA DOMESTICS, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

24. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS affirm and represent that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with the Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisitions and future operations of FLORIDA DOMESTICS. ADVENT HEALTH, HFF, HEALTH FIRST,

HFHC, and FLORIDA DOMESTICS further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

25. ADVENT HEALTH, HFF, HEALTH FIRST, and FLORIDA DOMESTICS shall report to the OFFICE, Life & Health Financial Oversight, any time that one or more of them is named as a party defendant in a class action lawsuit relating to activities regulated by the Florida Insurance Code within 15 days after the class is certified. ADVENT HEALTH, HFF, HEALTH FIRST, or FLORIDA DOMESTICS, shall include a copy of the complaint at the time the class action lawsuit is reported to the OFFICE.

26. FLORIDA DOMESTICS shall each maintain an information security program for the security and protection of confidential and proprietary information under their control that complies with all applicable laws and regulations regarding information security. FLORIDA DOMESTICS agree that they shall continually monitor and enhance their information security programs in order to mitigate data security breaches. FLORIDA DOMESTICS further agree that they shall notify the OFFICE within 5 business days of identifying a data breach.

27. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. ADVENT HEALTH, HFF, HEALTH FIRST, and FLORIDA DOMESTICS shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with those individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website, <http://www.treas.gov/ofac>.

28. Within 60 days from the date of the execution of this Consent Order, ADVENT HEALTH, HFF, or HEALTH FIRST shall submit, or cause to be submitted, to the OFFICE a certification evidencing compliance with all the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be complete. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

29. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such written approval by the OFFICE is subject to statutory or administrative regulation limitations.

30. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS also hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

31. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS affirm that all requirements set forth herein are material to the issuance of this Consent Order.

32. ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS agree that, upon execution of this Consent Order, failure to adhere to one or more

of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the Certificates of Authority of FLORIDA DOMESTICS in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

33. Each party to this action shall bear its own costs and fees.

34. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signatures of the authorized representatives of ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, ADVENT HEALTH, HFF, HEALTH FIRST, HFHC, and FLORIDA DOMESTICS agree that the signatures of their authorized representatives as affixed to this Consent Order shall be under the seal of Notary Public.

WHEREFORE, subject to the terms and conditions set forth above, the Application for the Indirect Acquisitions of HEALTH FIRST COMMERCIAL PLANS, INC., HEALTH FIRST HEALTH PLANS, INC., and HEALTH FIRST INSURANCE, INC., by HEALTH FIRST FOUNDATION, INC., and by ADVENTIST HEALTH SYSTEM SUNBELT HEALTHCARE CORPORATION, pursuant to Section 628.461, Florida Statutes, is APPROVED.

All terms and conditions contained herein are hereby ORDERED,

DONE and ORDERED this 30 day of December, 2019.




David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, ADVENTIST HEALTH SYSTEM SUNBELT HEALTHCARE CORPORATION consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind ADVENTIST HEALTH SYSTEM SUNBELT HEALTHCARE CORPORATION to the terms and conditions of this Consent Order.

ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION

By: Mark Block

Print Name: Mark Block

Title: Asst Secretary

Date: 12-27-19

[Corporate Seal]

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of December 2019
by Mark Block as Assistant Secretary
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Adventist Health System Sunbelt Healthcare Corporation
(company name)



MARLENE DURAND
Commission # GG 221748
Expires May 24, 2022
Bonded Title Budget Notary Services

[Signature]
(Signature of the Notary)
Marlene Durand
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires May 24, 2022

By execution hereof, HEALTH FIRST FOUNDATION, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST FOUNDATION, INC., to the terms and conditions of this Consent Order.

HEALTH FIRST FOUNDATION, INC.

By: [Signature]

Print Name: Nicholas Romanella

Title: Assistant Secretary

Date: 12/30/19

[Corporate Seal]

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December, 2019

by Nicholas Romanella as Assistant Secretary
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Health First Foundation Inc.
(company name)



[Signature]
(Signature of the Notary)

Andrea Mastrolonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires 7/6/21

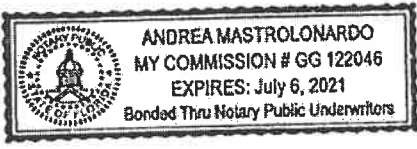
By execution hereof, HEALTH FIRST HOLDING CORP. consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST HOLDING CORP. to the terms and conditions of this Consent Order.

HEALTH FIRST HOLDING CORP.
By: [Signature]
Print Name: Nicholas Romanella
Title: Assistant Secretary
Date: _____

[Corporate Seal]

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December, 2019
by Nicholas Romanella as Assistant Secretary
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)
for Health First Holding Corp
(Company Name)



[Signature]
(Signature of the Notary)
Andrea Mastrolonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires 7/6/21

By execution hereof, HEALTH FIRST, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST, INC., to the terms and conditions of this Consent Order.

HEALTH FIRST, INC.

By: [Signature]

Print Name: Joseph G. Felkner

Title: Executive VP & CFO

[Corporate Seal]

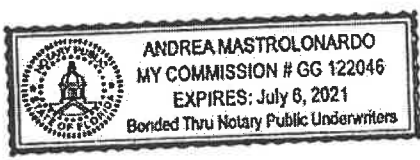
Date: 12/30/19

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December, 2019 by Joseph G. Felkner as Executive VP + CFO
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Health First, Inc
(Company Name)



[Signature]
(Signature of the Notary)

Andrea Mastrodonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires 7/6/21

By execution hereof, HEALTH FIRST HEALTH PLANS, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST HEALTH PLANS, INC., to the terms and conditions of this Consent Order.

HEALTH FIRST HEALTH PLANS, INC.

By: [Signature]

Print Name: Joseph G. Folkner

Title: Treasurer / Director

Date: 12/30/19

[Corporate Seal]

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December, 2019

by Joseph G. Folkner as Treasurer / Director
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Health First Health Plans, Inc.
(Company Name)



[Signature]
(Signature of the Notary)

Andrea Mastrodonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires 7/6/21

By execution hereof, HEALTH FIRST COMMERCIAL PLANS, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST COMMERCIAL PLANS, INC., to the terms and conditions of this Consent Order.

HEALTH FIRST COMMERCIAL PLANS, INC.

By: [Signature]

Print Name: Joseph G. Felkner

Title: Treasurer / Director

Date: 12/30/19

[Corporate Seal]

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December, 2019
by Joseph G. Felkner as Treasurer / Director
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Health First Commercial Plans Inc.
(Company Name)



[Signature]
(Signature of the Notary)

Andrea Mastrolonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires 7/6/21

By execution hereof, HEALTH FIRST INSURANCE, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST INSURANCE, INC., to the terms and conditions of this Consent Order.

HEALTH FIRST INSURANCE, INC.

By: [Signature]

Print Name: Joseph G. Felkner

Title: Treasurer / Director

[Corporate Seal]

Date: 12/30/19

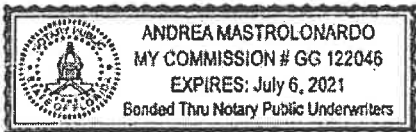
STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30 day of December 2019

by Joseph G. Felkner as Treasurer / Director
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Health First Insurance, Inc
(Company Name)



[Signature]
(Signature of the Notary)

Andrea Mastrolonardo
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires 7/6/21

COPIES FURNISHED TO:

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