

a. Rule 69O-128.011, Florida Administrative Code – Disclosure of Nonpublic Financial Information to Nonaffiliated Third Parties.

b. Section 626.9651, Florida Statutes – Privacy breach.

4. NHP expressly waives a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the OFFICE, and all further and other proceedings herein to which the parties may be entitled by law or rules of the OFFICE. NHP hereby knowingly and voluntarily waives all rights to challenge or to contest this Consent Order, in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

5. NHP agrees that upon the execution of this Consent Order, it shall be subject to the following terms and conditions:

a. NHP shall, within thirty (30) days of the execution of this Consent Order, make available 5 years credit monitoring protection to the approximately 65,574 Florida policy owners affected by the disclosure of nonpublic information and pay the cost of this protection for those consumers electing this coverage.

b. NHP shall indemnify any policyholders who incur direct loss as the result of the security breach.

c. Florida consumers shall be notified of the credit monitoring protection and indemnification by correspondence remitted through the United States Postal Service.

d. NHP shall pay administrative costs to the Office of Three Thousand Dollars (\$3,000) on or before the thirtieth (30th) day after this Consent Order is executed.

e. NHP shall, within thirty (30) days of the execution of this Consent Order, provide

to the OFFICE certification signed by an officer of the Company that the corrective actions have been completed.

6. NHP is hereby placed on notice of the requirements of the above referenced section and rule of law, and agrees that any future violations of this section and rule by NHP may be deemed willful, subjecting NHP to appropriate penalties.

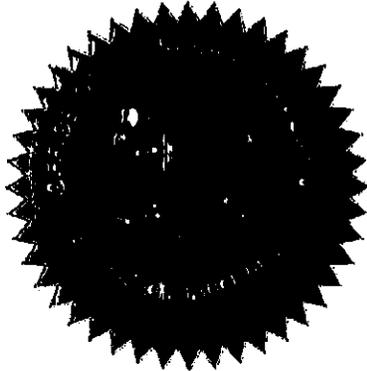
7. NHP agrees that the failure to adhere to one or more of the above terms and conditions of this Consent Order shall constitute a violation of a lawful order of the OFFICE, and shall subject NHP to such administrative action as the OFFICE may deem appropriate.

8. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

THEREFORE, the agreement between NHP and the OFFICE, the terms and conditions of which are set forth above, is APPROVED.

FURTHER, all terms and conditions above are hereby ORDERED.

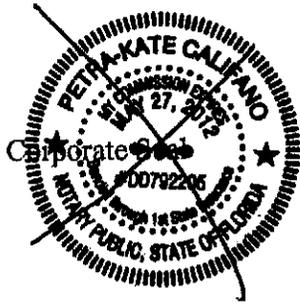
DONE AND ORDERED this 27th day of June, 2008.



Kevin M. McCarty
Commissioner
Office of Insurance Regulation

By execution hereof, NEIGHBORHOOD HEALTH PARTNERSHIP, INC. consents to entry of this Consent Order, agrees without reservation to all of 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 NEIGHBORHOOD HEALTH PARTNERSHIP, INC. to the terms and conditions of this Consent Order.

NEIGHBORHOOD HEALTH
PARTNERSHIP, INC.



By: _____
Print Name: Dan Rosenthal
Title: CEO
Date: 6-18-2008

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18th day of June 2008, by Dan Rosenthal who is personally known to me or has produced the following identification _____.



Signature of Notary _____
Petra-Kate Califano
Print or Type Name

My Commission Expires: 5/27/2012

COPIES FURNISHED TO:

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