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CONTRACT NO.: DMS-16/17-018D
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
UNITED HEALTHCARE INSURANCE COMPANY

AMENDMENT NO.: 2

This Amendment to Contract No.: DMS-16/17-018D (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and United Healthcare Insurance Company ("Service Provider" or "Vendor"), each a "Party" and collectively known as the "Parties."

WHEREFORE, the Parties do hereby agree to amend the Contract as follows:

1. Attachment 2: Performance Guarantees, is hereby deleted in its entirety and replaced, with the Revised Attachment 2: Performance Guarantees, as attached to this Amendment and incorporated herein by reference.
2. Exhibit 1: Renewal Administrative Services Only Fees, is hereby deleted in its entirety and replaced, with the Revised Exhibit 1: Renewal Administrative Services Only Fees, as attached to this Amendment and incorporated herein by reference.
3. This Amendment and all of its Attachments and Exhibits are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
4. This Amendment is effective on the last date of execution, whichever is later.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the Parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tami Fillyaw
9B1459A21449443...

Tami Fillyaw, Chief of Staff

1/26/2021 | 9:04 AM EST

Date

UNITED HEALTHCARE INSURANCE COMPANY

DocuSigned by:
Nicholas Zaffiris
9B4C540E69EE49B...

Signature

Nicholas Zaffiris, CEO UHC of Florida

Print Name and Title

1/26/2021 | 8:55 AM EST

Date

REVISED ATTACHMENT 2: PERFORMANCE GUARANTEES

Revised Attachment 2: Performance Guarantees, is hereby amended as follows, with the added language highlighted, and the stricken language shown with a ~~strikethrough~~.

A. SELF-INSURED

VARIABLE AMOUNTS AT RISK WILL BE BASED ON AVERAGE ENROLLMENT FOR THE QUARTER REVIEWED

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
I. Implementation					
PG-1	Final Implementation Plan	a.) Vendor shall provide the final Implementation Plan, inclusive of all the details described in **HMO ITN section 6**, to the Department no later than the date specified.	Delivery no later than ten (10) Business Days following Contract execution	One time measurement	$1,000 per day for each Calendar Day past the due date that the final Implementation Plan, inclusive of all details, is not received by the Department
PG-2	Quarterly Meetings	The Account Management Team will attend and participate in all required quarterly performance meetings.	One hundred percent (100%) attendance as required	Quarterly	$2,000 per meeting in which each member of the Account Management Team is not in attendance unless preapproved by the Department
PG-3	Open Enrollment Benefit Fairs	Vendor shall have vendor employees at each annual open enrollment meeting and/or benefit fair sponsored by the Department or its designee in the counties	One hundred percent (100%) of benefit fairs will be staffed as required	Annually	$10,000 per benefit fair not staffed as required

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		in which Vendor provides services to members on a work or live basis.			
PG-4	Plan Performance Review	Within ten (10) Calendar Days following delivery of a performance review from the Department, Vendor shall develop and submit a corrective action plan (CAP) approved by the Department, and implement such plan within the time prescribed in the approved CAP.	Vendor shall submit an approvable CAP within ten (10) Calendar Days and implement as agreed to in the CAP. If the submitted CAP is not approved, Vendor shall revise the CAP, incorporating any feedback by the Department, and resubmit within five (5) business days. Measurement methodology shall be measured from date of delivery of the plan performance review in Calendar Days	No specified frequency	$2,500 per Calendar Day late beyond the due date(s)
PG-5	Service Level / Average Speed to Answer	Inbound customer calls received by the designated customer service unit shall be answered by a live agent within the specified target time threshold. Target time threshold is measured from time the call is presented in the call queue for an agent and does not include any time	Calls shall be answered within an average of thirty (30) seconds or less	Quarterly	2% of ASO fees

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		used to navigate the automated system upon entering the call queue, if applicable.			
PG-6	Call Abandonment Rate	The percentage of calls presented to the call center agent queue that are terminated by an Enrollee before a live person answers shall not exceed the specified rate.	Less than or equal to three percent (3%)	Quarterly	1% of ASO fees
PG-7	ID Cards	a.) Open Enrollment: ID cards shall be mailed to Members within ten (10) Calendar Days following receipt of a usable open enrollment file.	Ninety-nine percent (99%) or more will be mailed within ten (10) Calendar Days following receipt of a usable open enrollment file	Annually	1% of ASO fees
		b.) Maintenance: ID cards throughout the calendar year shall be mailed within the time specified following receipt of a usable eligibility file.	Ninety-nine percent (99%) or more will be mailed within four (4) Business Days of receipt	Quarterly	1% of ASO fees
PG-8	Member Satisfaction Survey	Measured as the percentage of members conveying a satisfaction level in response to ~~a Department approved~~ UHC's Standard Member Satisfaction Survey.	a.) Initial Contract year: The level of overall satisfaction will be greater than or equal to ninety percent (90%)	One time measurement	3% of ASO fees
			b.) Subsequent Contract years: The level of overall satisfaction	Annually	3% of ASO fees

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
			will be greater than or equal to ninety-two percent (92%)		
PG-9	Accuracy and Timeliness/First Call Resolution/ Written Inquiry Response Time	a.) Percent of callers who receive accurate information. Calls requiring additional research are excluded from the computation of this metric.	Ninety percent (90%) of callers receive accurate information. Vendor must evaluate a statistically valid sample of inquiries with reports provided quarterly.	Quarterly	2% of ASO fees
		b.) Percent of inquiries resolved during the initial call (excluding appeals, billing, errors and escalations).	Ninety percent (90%) of all inquiries resolved during initial call. Vendor must evaluate a statistically valid sample of inquiries. Reports to be provided quarterly.	Quarterly	2% of ASO fees
		c.) Percent of written inquiries responded to by a customer service representative	Ninety-five percent (95%) within ten (10) Business Days	Quarterly	2% of ASO fees
IV. Network					
PG-10	Access Rate to Primary Care Physicians	Vendor shall establish and maintain a network of participating physicians to provide services under the plan. Areas in which no appropriate provider	a.) For urban and suburban areas, ninety-eight percent (98%) of Members will have at least two (2) providers within ten (10) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%)

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		exists shall be excluded from measurement results, however, the overall access rate included in these areas shall be reported to the Department separately. Appropriate provider means a provider that passes a Vendor's accreditation process and with whom Vendor has made a good faith effort to contract with a reasonable payment agreement. Vendor must provide evidence of contracting efforts. At the request of the Department, Vendor shall provide additional documentation or explanation.	b.) For rural areas, ninety-eight percent (98%) of Members will have at least one (1) provider within fifteen (15) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%)
PG-11	Access Rate to Pediatricians	Vendor shall establish and maintain a network of participating physicians to provide services under the plan. Areas in which no appropriate provider exists shall be excluded from measurement	a.) For urban and suburban areas, ninety-eight percent (98%) of Members will have at least two (2) providers within ten (10) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if Pediatricians are not available within the

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		results, however, the overall access rate included in these areas shall be reported to the Department separately. Appropriate provider means a provider that passes a Vendor's accreditation process and with whom Vendor has made a good faith effort to contract with a reasonable payment agreement. Vendor must provide evidence of contracting efforts. At the request of the Department, Vendor shall provide additional documentation or explanation.			specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
			b.) For rural areas, ninety-eight percent (98%) of Members will have at least one (1) provider within fifteen (15) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if Pediatricians are not available within the specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
PG-12	Access Rate to Specialists and OB/GYNs	Vendor shall establish and maintain a network of participating physicians to provide services under the plan. Areas in which no appropriate provider exists shall be excluded from measurement	a.) For urban and suburban areas, ninety-eight percent (98%) of Members will have at least two (2) providers within ten (10) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if Specialists and OB/GYNs are not

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		results, however, the overall access rate included in these areas shall be reported to the Department separately. Appropriate provider means a provider that passes a Vendor's accreditation process and with whom Vendor has made a good faith effort to contract with a reasonable payment agreement. Vendor must provide evidence of contracting efforts. At the request of the Department, Vendor shall provide additional documentation or explanation.			available within the specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
			b.) For rural areas, ninety-eight percent (98%) of Members will have at least one (1) provider within fifteen (15) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if Specialists and OB/GYNs are not available within the specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
PG-13	Access Rate to Hospitals	Vendor shall establish and maintain a network of participating hospitals to provide services under the plan. Areas in which no appropriate provider	a.) For urban and suburban areas, ninety-eight percent (98%) of Members will have at least one (1) hospital within ten (10) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if a

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		exists shall be excluded from measurement results, however, the overall access rate included in these areas shall be reported to the Department separately. Appropriate provider means a provider that passes a Vendor's accreditation process and with whom Vendor has made a good faith effort to contract with a reasonable payment agreement. Vendor must provide evidence of contracting efforts. At the request of the Department, Vendor shall provide additional documentation or explanation.			hospital is not available within the specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
			b.) For rural areas, ninety-eight percent (98%) of Members will have at least one (1) hospital within twenty (20) miles of their home ZIP Code	Annually	$5,000 for each full percentage point below ninety-eight percent (98%). Financial consequences will not be imposed if a hospital is not available within the specified radius or refuse to participate in Service Provider's network despite a documented good faith offer from the Service Provider.
PG-14	Plan Data	a.) Vendor shall submit a complete file of all paid Claims activity to the Department and/or its authorized representative in the time frame and format specified by the Department.	One-hundred percent (100%) of medical paid Claims activity shall be delivered no later than the 25th Calendar Day following the reporting month	Monthly	$1,000 per day for each Business Day that any such data is not provided as required

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		b.) Vendor shall submit a complete file of all medical paid Claims activity to the Department's PBM within the time period specified.	One-hundred percent (100%) of medical paid Claims activity shall be delivered no later than the 25th Calendar Day following the reporting month	Monthly	$500 per day for each Business Day that the data is not provided
		c.) Vendor shall submit a complete file of all Claim accumulators to the Department's PBM within the time period specified.	One-hundred percent (100%) of medical accumulators shall be delivered within twenty-four (24) hours.	Monthly	$500 per day for each Calendar Day that the data is not provided
		d.) In support of a health management information system, vendor shall provide all requested data related to the plan in the timeframe and format specified by the Department.	One-hundred percent (100%) of requested data shall be delivered no later than the 20th Calendar Day following the reporting month	Monthly	$1,000 per day for each Business Day that any such data is not provided as required
PG-15	Eligibility	a.) Routine Updates: Eligibility files shall be accurately and timely loaded within the time specified.	One-hundred percent (100%) within two (2) Business Days of receipt of a usable eligibility file	Quarterly	0.5% of ASO fees for each occurrence where not met (up to 2% annually)
		b.) Non-routine Updates: Ad hoc or non-routine manual enrollment updates at the request of the Department or its designee shall be	One-hundred percent (100%) within the same Business Day if requested during normal business hours; otherwise, during the next Business Day	Quarterly	0.5% of ASO fees for each occurrence where not met (up to 2% annually)

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		completed in the time frame specified.			
		c.) Eligibility Discrepancies: Eligibility discrepancies shall be reported by vendor to the Department and eligibility vendor in the time frame specified.	One-hundred percent (100%) within two (2) Business Days of receipt	Monthly	2% of ASO fees for each occurrence where not met
PG-16	Claims Timeliness	Measured from the date the Claim is received in the office (Day 1) to the date the processed Claim reaches final action determination (including weekends and holidays). Medicaid Reclamation Claims shall be subject to this Claims Timeliness performance guarantee.	a.) The average quarterly Claims payment turnaround time will not exceed fourteen (14) Calendar Days for ninety percent (90%) of all non-investigated (clean) Claims	Quarterly	2% of ASO fees
			b.) ~~One hundred percent (100%)~~ **Ninety-eight and a half percent (98.5%)** of all Claims will be paid within thirty (30) Calendar Days All Claims (total number of original Claims received within the measured quarterly end and processed within thirty (30) days / total number of original Claims received within the measured quarter end and processed during the quarter)	Quarterly	2% of ASO fees

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-17	Financial Accuracy	Measured as the absolute value of financial errors divided by the total paid value of audited dollars paid based on quarterly internal audit of statistically valid sample. The measurement methodology shall be: (Amount of Claims dollars in sample paid correctly / amount of Claims dollars paid in sample) x (strata population dollars / total population dollars) Medicaid Reclamation Claims shall be subject to this Claims Financial Accuracy performance guarantee.	Average quarterly financial accuracy of ninety-nine and a half percent (99.5%) or more	Quarterly	3% of ASO fees
PG-18	Processing Accuracy	Measured as the percent of Claims processed without non-financial error. The measurement methodology shall be: (Number of Claims in strata sample without an administrative error /	Average quarterly processing accuracy of ninety-six percent (96%) or more	Quarterly	2% of ASO fees

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		number of Claims in sample) x (number of Claims in strata population / number of Claims in total population) Medicaid Reclamation Claims shall be subject to this Claims Processing Accuracy performance guarantee.			
Pg-19	Payment Accuracy	Measured as the percent of Claims processed without financial payment error. The measurement methodology shall be: (Number of Claims in sample paid accurately / number of Claims in sample) x (number of Claims in strata population / number of Claims in total population) Medicaid Reclamation Claims shall be subject to this Claims Payment Accuracy performance guarantee.	Average quarterly financial accuracy of ninety-eight percent (98%) or more	Quarterly	2% of ASO fees

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-20	Overpayment Recovery	Measured as the number (count) of overpayments identified by monthly Overpaid Claims Report and paid to the State (not an offset of Claims) within ninety (90) Calendar Days. Medicaid Reclamation Claims shall be subject to this Claims Overpayment Recovery performance guarantee.	One hundred percent (100%) of all confirmed overpayments identified shall be recovered and returned to the Department within ninety Calendar Days.	Annually	0.5% of ASO fee for each full percentage below one hundred percent (100%) (up to 2% annually)
PG-21	Appeals	a.) Vendor shall finalize Level I Appeals within the specified time frame.	Ninety-five percent (95%) of Level I Appeal determinations will be completed within: • fifteen (15) days/pre-service • thirty (30) days/post-service • seventy-two (72) hours/urgent	Quarterly	$2,500 per calendar day beyond the due date per appeal
		b.) Vendor shall provide information, support, documentation and/or testimony to the Department as requested for Level II Appeals and administrative hearings within the time frame specified.	One-hundred percent (100%) of requested information, support, documentation, and/or testimony will be provided to the Department by the date assigned by the Department.	Quarterly	$2,500 per calendar day beyond the due date per appeal

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		c.) Vendor's external independent review organization shall conduct such reviews within the time frame specified.	Ninety-five percent (95%) of IRO reviews will be completed within: • forty-five days (45) days/pre-service • forty-five days (45) days/post- service • seventy-two (72) hours/urgent	Quarterly	$2,500 per calendar day beyond the due date per review
PG-22	Network Discount Guarantee	Vendor's average discounts are guaranteed (including partner networks and/or rental networks, if applicable). Measured as the variance between actual annual discount (reflected in the annual Network Discount Guarantee Report) and Total Network Discount.		Annually	Amount at risk equal to amount proposed by bidder, subject to a minimum of $100,000 for each full percentage point that exceeds Total Network Discount
VI. Reporting and Deliverables					
PG-23	Timeliness of the Delivery of Reports and Deliverables	Reports and Deliverables shall be delivered to the Department and/or the Department's designee within the time period specified in this PG, or by a later date, if requested by the Department.	a.) Due weekly: Within two (2) Business Days of receipt of the enrollment file	Weekly	$250 per day for each Business Day past the due date that a report or Deliverable is not received
			b.) Due monthly: By the due date specified in the Minimum Service Requirements	Monthly	$250 per day for each Calendar Day past the due date that a report

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		Note: the amount at risk applies to each report outlined in ITN section 6: Minimum Service Requirements.			or Deliverable is not received
			c.) Due quarterly: Within forty-five (45) Calendar Days of end of the reporting quarter or otherwise specified in the Minimum Service Requirements	Quarterly	$250 per day for each Calendar Day past the due date that a report or Deliverable is not received
			d.) Due annually: Within forty-five (45) Calendar Days of the end of the reporting year or as otherwise specified in the Minimum Service Requirements	Annually	$250 per day for each Calendar Day past the due date that a report or Deliverable is not received
PG-24	Accuracy of Reports and Deliverables	Reports and Deliverables that are delivered to the Department shall be accurate. (This Performance Guarantee does not apply to de minimum errors and omissions, as determined by the Department.) Note: the amount at risk applies to each report outlined in ITN section 6: Minimum Service Requirements.	a.) One-hundred percent (100%) of weekly reports or Deliverables shall be mathematically and otherwise accurate	Weekly	$1,000 per report or Deliverable
			b.) One-hundred percent (100%) of monthly reports or Deliverables shall be mathematically and otherwise accurate	Monthly	$1,000 per report or Deliverable
			c.) One-hundred percent (100%) of quarterly reports or Deliverables shall be mathematically and otherwise accurate	Quarterly	$1,000 per report or Deliverable

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
			d.) One-hundred percent (100%) of annual reports and Deliverables shall be mathematically and otherwise accurate	Annually	$1,000 per report or Deliverable
VII. Audits					
PG-25	Hospital Audits	Vendor shall report audit results and deliver and recoveries to the Department within the time frame specified.	a.) Report results within forty-five (45) Calendar Days of the end of the reporting quarter	Quarterly	$500 per day for each Calendar Day that the report is not provided
			b.) Delivery of one-hundred percent (100%) of recoveries within sixty (60) Calendar Days of the final determination date of the overpayment amount	Quarterly	$2,000 per percentage point below one hundred percent (100%)
PG-26	SSAE 16 Report	Vendor shall provide SSAE 16 reports within the specified timeframe in Minimum Service Requirement	Report results by October 1st each year	Annually	$500 per day for each Business Day until received

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REVISED EXHIBIT 1: RENEWAL ADMINISTRATIVE SERVICES ONLY FEES

Alternate Renewal Option

Confidential/Trade Secret - Exempt from Public Disclosure

Administrative Services Only (ASO) Fees Per Enrollee Per Month (PEPM)	**2021 -2023 Renewal Admin Fees**		
Enrollment Bands (Active & Medicare Employees/Retirees)	**2021**	**2022**	**2023**
< 2,501			
2,501 - 7,500			
7,501 - 15,000			
15,001 - 22,000			
22,001 - 35,000			
>35,000+