Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

CONTRACT
FOR
THIRD PARTY ADMINISTRATIVE SERVICES FOR
PPO HEALTH INSURANCE
DMS-22/23-073
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

Table of Contents

ATTACHMENTS:

ATTACHMENT 1: ADMINISTRATIVE REQUIREMENTS
ATTACHMENT 2: PERFORMANCE GUARANTEES
ATTACHMENT 3: COST REPLY/PRICE SHEET
ATTACHMENT 4: DEPARTMENT SELECTED PORTIONS OF ATTACHMENT B - TECHNICAL
ATTACHMENT 5: DEPARTMENT SELECTED PORTIONS OF ATTACHMENT C - NETWORK
ATTACHMENT 6: LIST OF DEPARTMENT APPROVED SUBCONTRACTORS
ATTACHMENT 7: DEPARTMENT SELECTED PORTIONS OF THE VENDOR'S BAFO
ATTACHMENT 8: PRIVACY, SECURITY, AND CONFIDENTIALITY BUSINESS ASSOCIATE AGREEMENT

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Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.(Contractor), with offices at 4800 Deerwood Campus Pkwy, Jacksonville, Fl 32246 each, a "Party" and collectively referred to herein as the "Parties".

WHEREAS, the Contractor responded to the Department's Invitation to Negotiate (ITN) No. DMS-22/23-073 for Third Party Administrative Services for Preferred Provider Organization (PPO) Health Insurance and was selected for award; and

WHEREAS, the Parties enter into this Contract in accordance with the terms and conditions of the solicitation.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

SECTION 1 DEFINITIONS

The following capitalized terms used in this Contract (including the Attachments and any attachments thereto) have the meanings ascribed below:

"Benefits Document" means the document approved by the Florida Legislature in accordance with section 110.123(5), Florida Statutes, describing the scope of coverage, benefits available, limitations, restrictions and exclusions of the plan, and the conditions under which Service Provider will pay claims. The Benefits Document is subject to modification by the Florida Legislature and the Department at any time. The covered and excluded services in the Benefits Document will be equivalent to those set forth in the Benefits Document, together with any additional services expressly approved by the Department.

"Business Day" means any day of the week excluding weekends and holidays observed by State agencies pursuant to subsection 110.117(1)(a)-(j), Florida Statutes.

"Calendar Day" means any day in a month, including weekends and holidays.

"Claim(s)" means an application for payment of or reimbursement for health care expenses, including prescription drugs, incurred by Participants, which is filed in accordance with the Benefits Document and the Service Provider's and/or Department's requirements.

"Confidential Information" means information in the possession or under control of the State or Vendor that is exempt from public disclosure pursuant to section 24, Article I of the Constitution of the State; the Public Records Law, Chapter 119, Florida Statutes; or to any other Florida law, federal law or regulation that serves to exempt information from public disclosure.

"Contract" means this agreement between the Department and Contractor consisting of, in order of precedence, the following documents:

1. This agreement and its attachments, in the following order of precedence:

    a. Attachment 8: Privacy, Security, and Confidentiality Business Associate Agreement;

b. Attachment 1: Administrative Requirements;
c. Attachment 2: Performance Guarantees;
d. Attachment 3: Cost Reply / Price Sheet
e. Attachment 4: Department Selected Portions of Attachment B – Technical
f. Attachment 5: Department Selected Portions of Attachment C – Network
g. Attachment 6: List of Department approved Subcontractors
h. Attachment 7: Department selected portions of the Vendor's BAFO

In the event of conflict between this document and the Attachments, this document will control.

2. The General Contract Conditions - PUR 1000 form, which is incorporated by reference, and available at the weblink listed below. The Parties agree that the following provisions of the PUR 1000 are not applicable to this Contract: 2-13, 17, 20-23, 26-29, 31-32, 34-35, 38-39, 42, 45.

   https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

"Contract Administrator" means the person designated pursuant to subsection 10.5 of this Contract.

"Contract Manager" means those persons designated pursuant to subsection 10.6 of this Contract.

"Data" or "State of Florida Data" means a representation of information, knowledge, facts, concepts, computer software, or computer programs or instructions (including any that it is exempt; confidential; or Protected Health Information protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. §§ 160 and 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and the regulations promulgated thereunder, or section 110.123(9), Florida Statutes), that is received by the Contractor, or created by the Contractor, in the performance of the Services under the Contract. State of Florida Data may be in any form including, but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. State of Florida Data includes the original form of the State of Florida Data and all metadata associated with the State of Florida Data.

"Department" means the Florida Department of Management Services or its designee, which may include a third-party administrator contracted to assume responsibility for the Department's administration of this Contract pursuant to section 110.123(3)(d)1., Florida Statutes.

"Deliverables" mean those services, items and/or materials provided, prepared, and delivered to the Department in the course of performance under this Contract by the Contractor.

"Division" means the Department's Division of State Group Insurance.

"Effective Date" means the date the Contract is fully executed by all Parties.

"Eligible Dependent" means a Dependent of a Subscriber, as defined by the Florida Administrative Code and statutes.

“Implementation Date” means January 1, 2024, at 12:00 A.M., Eastern Time (EST).

“Implementation Plan” means the written description provided by Contractor, as approved by the Department, of the schedule of actions necessary to implement the services and begin fulfilling the Contract in a timely manner.

“Member” means those persons defined as a “health plan member” in subsection 110.123(2)(e), Florida Statutes.

“Notice” means written notification from one Party to the other Party regarding performance under the Contract.

“Performance Guarantees” means specific measurement indicators assigned to Contract tasks representing timeliness and quality of task output.

“Plans” means any of the insurance coverages offered through the Department, as authorized in section 110.123, Florida Statutes.

“Plan Year” means the calendar year from January 1 to December 31.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

“Program” means the State Group Insurance Program defined in sections 110.123(3) and 110.12315, Florida Statutes.

“Protected Health Information” is defined in HIPAA at 45 CFR 160.103, and as used in this Agreement also refers to the term “Protected Health Information,” as defined in the HITECH Act.

“Rural Area” means less than 1,000 persons per square mile.

“Secretary” means the Secretary of the Department or his or her designee.

“Services” means services to be performed by Contractor as specified in this Contract, including the requirements of the Attachments to this Contract. The term “Services” includes, but is not limited to, all Deliverables and any unspecified service that is inherent in proper delivery of a specified service or Deliverable. During the term of the Contract, the Department will have the right to add or delete services and products. If the Department elects to add services or products, the Contractor and the Department will negotiate a mutually agreed amendment to the Contract.

“State” means the State of Florida.

“Standard Reporting” means periodic reports as described in Attachment 1: Administrative Requirements.

“Subcontractor” means the Contractor’s subcontractors and agents that deliver the Services required by this Contract. The term “Subcontractor” does not include health care providers.

“Subscriber”, “Enrollee”, “Member”, or “Participant” means the enrolled employee, retiree, surviving spouse, or Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) participant that is the primary insured, as defined in Florida law.

“Suburban Area” means between 1,000 to 3,000 persons per square mile.

“Urban Area” means greater than 3,000 persons per square mile.

SECTION 2 CONTRACT DOCUMENTS

2.1 Rules of Interpretation

The following rules of interpretation shall apply, unless otherwise indicated:

a. Reference to, and the definition of, any document (including any attachments) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified;
b. The table of contents and section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning or interpretation of the text;
c. Defined terms in the singular shall include the plural and vice versa and the masculine, feminine or neutral-genders shall include all genders;
d. The words “hereof,” “herein,” “hereunder,” and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;
e. The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation”;
f. Any reference to a governmental entity or person shall include the governmental entity’s or person’s authorized successors and assigns; and
g. The words “quarterly,” “on a quarterly basis,” “quarterly meeting” or other similar terms mean, unless otherwise stated herein, once every three (3) months, beginning January 01, 2024.

SECTION 3 TERM, SCOPE, AND PAYMENTS

3.1 Term

3.1.1 Initial term

The initial Contract term is three (3) years and Services will commence on the Effective Date and end December 31, 2026, unless extended, terminated, or renewed as provided herein. The Parties acknowledge that the Plan will not be administered under this Contract until January 1, 2024. While implementation services will be required, premium payments from Enrollees will not be collected until December 2023, for coverage effective January 1, 2024.

3.1.2 Renewals

At its sole option and discretion, the Department may renew the Contract for up to three (3) additional one (1) year renewal terms. Such renewal will be binding on the Contractor and may be in one (1) year or multiple year increments at the Department’s sole option. Renewal in whole or in part shall be at the sole discretion of the Department. The Department shall also consider whether the Contractor has been subject to any performance violations and/or liquidated damages in complying with any of the Contract requirements. Any renewal shall be in writing and signed by both Parties.

The Contractor shall not charge any fees and/or costs for renewing the Contract.

Pursuant to section 287.057(13), Florida Statutes, this Contract may be extended if the failure to meet the criteria set forth in the contract for completion of the Contract is due to events beyond the control of the Contractor, as determined by the Department.

3.2 Department's Right to Terminate for Convenience

The Department, by sixty (60) Calendar Days advanced written notice to Contractor, may terminate the Contract for any reason or no reason at all when the Department determines in its sole discretion that it is in the Department's best interest to do so. The Contractor shall not perform any Services after the effective date of the termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any lost profits, consequential, special, punitive, or indirect damages, or any other damages other than the payment amounts due for performance until the effective date of termination. If this Contract is terminated for convenience prior to January 1, 2024 the Department shall reimburse Contractor for direct costs actually incurred for Services authorized by the Department and satisfactorily performed prior to receipt of the notice of termination.

3.3 Scope of Work

The Contractor will provide all labor, materials, and supplies necessary to provide the Services as described in this Contract. Contractor agrees to periodic reviews by the Department on Contractor's performance to improve delivery of the scope of work. Corrective work to comply with the requirements of this Contract will be performed by the Contractor at its expense, and the Contractor will not be entitled to any compensation for such corrective work.

3.4 Modifications and Changes

The Department, by written change order, may unilaterally require changes altering, adding to, or deducting from the Services, products, or Contract specifications, provided that such changes are within the general scope of the Contract. If Services or products are added, the Contractor and the Department will negotiate a mutually agreed amendment to the Contract. The Department may make an equitable adjustment in the Contract price or delivery date if changes to Contract specifications affect the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If the Parties fail to agree to an equitable adjustment, such dispute must be resolved pursuant to the Dispute Resolution procedures identified in section 10.7.

The Contract, including its Attachments, contains all the terms and conditions agreed upon by the Parties, which shall govern all transactions under the Contract. Other than as specified above, the Contract may only be modified or amended upon mutual written agreement of the Department and Contractor. No oral agreements or representations shall be valid or binding upon the Department or Contractor. Contractor may not unilaterally modify the terms of the Contract by incorporating terms onto Contractor's order or fiscal forms or other documents forwarded by Contractor for payment. The Department's acceptance of Service or processing of documentation on forms furnished by Contractor for approval or payment will not constitute amendment to this Contract or waiver of a default.

3.5 Department's Right to Suspend Work

The Department may in its sole discretion suspend any or all Services under the Contract, at any time, when in the best interests of the Department to do so. The Department will provide Contractor written Notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency or other like circumstances. After receiving a suspension Notice, the Contractor will comply with the Notice.

3.6 Department's Obligation to Supply Data to Contractor
The Department shall supply all eligibility and personnel data and information necessary for Contractor to provide the Services.

3.7 Bills for Travel
Bills for travel expenses are not permitted under this Contract.

3.8 Payments
The Contractor agrees to perform all Services for the compensation and financial arrangements set forth in Attachment 3: Cost Reply/Price Sheet. No additional compensation will be allowed.

3.9 Specific Appropriation
The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The following is the specific state funds from which the state will make payment under the Contract:

2023-24 GAA Line item(s) # 2924 - Special Categories: Administrative Services Only Contract for Health Insurance from State Employees Health Insurance Trust Fund: 72 7275 73 2 668003 72750200 00, Appropriation Category Code: 101520, Organization Code: 7275 02 00 801. Budget Entity – 72750200, Fund – 2668.

3.10 Non-Exclusive Contract
Nothing herein is intended to assure the Contractor that it is the only vendor providing these Services to the State, nor does it prohibit the State from procuring these services from additional vendors during the term of the Contract.

SECTION 4 CONTRACT ADMINISTRATION

4.1 Ownership of Deliverables and Retention of Records
All Deliverables, papers, documents, materials, work, and other items prepared by the Contractor and provided to the State for purposes of the Contract are the property of the Department and shall be available to the Department at any time. The Department has the right to use the same without restriction and without payments to Contractor other than that specifically provided by the Contract. Data deemed proprietary, trade secret or confidential shall be subject to compliance with Florida Statutes and federal laws and regulations.

Contractor shall retain sufficient documentation to substantiate Claims for payment under this Contract, and all other records, electronic files, papers, and documents, which were made for purposes of the Contract. Such records shall include magnetic tapes, CD-ROM, diskettes, or other electronic media files maintained by the Contractor directly relating to the Services, including file labels, complete file layouts, data element descriptions and detailed processing logic to assist the Department auditor in processing or utilizing files. Contractor shall retain all such records, papers, and documentation in compliance with record retention schedules published by the State of Florida Department of State.

4.2 Contractor Obligations

4.2.1 General
Contractor will provide any and all labor, materials and supplies necessary to perform the Services in the manner prescribed by this Contract. The Contractor will meet or exceed the Minimum Service Requirements set forth in Attachment 2: Performance Guarantees.

4.2.2 Major Organizational Changes

The Parties agree that in order for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party. Each Party agrees to promptly notify the other in the event of any material change in personnel, address, or phone number.

The Contractor recognizes and agrees that award of the Contract was predicated upon features of Contractor's business organization as represented by the Contractor in their response to the ITN. If the Contractor transfers or sells fifty percent (50%) or more of its equity shareholder interests (whether in a single transaction or series of transactions) or allows a sale of substantially all of its assets, the Contractor shall notify the Department in writing no less than thirty (30) Calendar Days prior to such transfer or sale.

4.2.3 Subcontractors

Contractor is responsible for the acts or omissions of all Subcontractors, if any, it uses in the provision of the Services during the term of the Contract. The Department will have no liability of any kind for Subcontractor demands, loss, damage, negligence, or any expense relating, directly or indirectly, to Subcontractors.

Contractor will not subcontract any of the Services or enter into any subcontracts or change approved Subcontractors as listed in Attachment 6: List of Department approved Subcontractors (including their key personnel and/or location of processes for the Services) without providing the Department prior Notice of at least sixty (60) Calendar Days or, in case of an emergency, as soon as practicable and receiving approval from the Department. Each approved Subcontractor will be subject to the same terms and conditions as outlined in this Contract.

4.2.4 Background Screening and Record Retention

All of Contractor's employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

4.2.4.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for each of its employees, Subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor represents and warrants that all Persons will have passed the background screening described herein prior to, but no longer than five (5) years before, they gain access to State of Florida Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

"Access" means to review, inspect, access, approach, instruct, communicate with,

store data in, retrieve data from, transmit, or otherwise make use of any data, regardless of type, form, or nature of storage or the ability 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 system or network includes local and remote access.

“Data” or “State of Florida Data” is as defined in section 1 of this Contract.

The minimum background check process must include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners, the National Committee for Quality Assurance, or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

  The Contractor agrees that each Person has been screened as a prior condition for performing services under the Contract or having access to State of Florida Data.

The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain, or cause to be maintained, documentation of the screening in the Person’s employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations, or ordinances. The Department may require the Contractor to exclude the Contractor’s employees, agents, representatives, or Subcontractors based on the background check results.

The Department may refuse access to, or require replacement of, any Contractor, employee, Subcontractor, or Subcontractor employee, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Department’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

4.2.4.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court’s determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

(a) Computer-related crimes;

(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records;
(k) Felony theft; and
(l) Identity Theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing Services under the Contract or have Access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file.

The Contractor shall require all Persons to self-report within three (3) Business Days of adjudication to the Contractor any adjudication of guilt as described above for the Disqualifying Offenses. The Contractor shall immediately disallow that Person Access to any State of Florida Data or from directly performing Services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that he or she has not received an adjudication of guilt as described above for the Disqualifying Offenses and shall maintain that certification in the employment file.

4.2.4.3 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

4.2.4.4 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written Notice to the Contractor during the term of the Contract. Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

4.2.4.5 Record Retention

The Contractor shall retain a list of all Persons with Access to State of Florida Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State of Florida Data, including a policy and procedure for Access to State of Florida Data.

The Contractor shall document and record, with respect to each instance of Access to State of Florida Data:

1) The identity of all individual(s) who Accessed State of Florida Data in any way, whether those individuals are authorized Persons or not;
2) The duration of the individual(s)' Access to State of Florida Data, including the time and date at which the Access began and ended;
3) The identity, form, and extent of State of Florida Data accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State of Florida Data, read-only versions of State of Florida Data, or editable versions of State of Florida Data; and
4) The nature of the Access to State of Florida Data, including whether State of Florida Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities as defined in subsection 4.2.4 of this Contract. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of $10,000 per event, for each breach of this subsection.

4.2.5 Data Security

4.2.5.1 Work Locations, No Offshoring of Data

Contractor, including its employees, Subcontractors, Subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons operating under their direction, are prohibited from (i) performing any of the Services under the Contract outside of the U.S., or (ii) sending, transmitting, or accessing any State of Florida Data outside of the U.S. The Parties agree that a violation of this provision will:

(a) result in immediate and irreparable harm to the Department, entitling the Department to immediate injunctive relief, provided, however, this shall not constitute an admission by the Contractor to any liability for damages under subsection (c) below or any claims, liability, or damages to a third party, and is without prejudice to the Contractor in defending such claims.
(b) entitle the Department to a credit of $50,000 per violation, with a cumulative total cap of $500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs of investigations and audits of the transmittal of State of Florida Data outside the U.S.
(c) entitle the Department to recover damages, if any, arising from a breach of this subsection and beyond those covered under subsection (b).

The credits in subsection (b) are a reasonable approximation of the internal costs for investigations and audits from a violation. The credits are in the nature of liquidated damages and not intended to be a penalty on the Contractor. By executing this Contract, Contractor acknowledges and agrees the costs intended to be covered by subsection (b) are not readily ascertainable and will be difficult to prove. Contractor agrees that it will not argue, and is estopped from arguing, that such costs are a penalty or otherwise unenforceable. For purposes of determining the amount of credits due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) shall be treated as a single violation. The credits will be applied against the monthly invoices submitted by the Contractor, and are exclusive of any other right to damages.

4.2.5.2 Contractor's Responsibility to Notify Department for a Breach

For purposes of subsection 4.2.5.3 of this Contract, the following definitions apply:

"Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or State of Florida Data, or unauthorized access of State of Florida Data in electronic form containing personal information. Additional requirements related to breaches of HIPAA information are covered in Attachment 8: Privacy, Security, and Confidentiality Business Associate Agreement.

"Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur.

4.2.5.3 Notice of Breach

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events immediately upon discovering any Breach or Incident regarding State of Florida Data; any unauthorized access of State of Florida Data (even by persons or companies with authorized access for other purposes); any unauthorized transmission of State of Florida Data; or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one Member or the entire population. The notification shall be clear and conspicuous and include a description of the following:

(a) The Breach or Incident in general terms.

(b) The type of personal information that was subject to the unauthorized Access and acquisition.

(c) The number of individuals who were, or potentially have been, affected by the Breach or Incident.

(d) The actions taken by the Contractor to protect the State of Florida Data information from further unauthorized Access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the Breach.

Upon becoming aware of an alleged Breach or Incident, the Contractor shall set up a conference call (via a telephone call and email) with the Department's Contract Manager and any necessary parties. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a Breach or Incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager as soon as possible, and in all events, within twenty-four (24) hours.

The Contractor's failure to perform the obligations in this subsection shall also be an Event of Default, and will entitle the Department to recover any other damages it incurs arising from a failure to perform the obligations in this subsection (including any actual out-of-pocket expenses incurred by the Department to investigate and remediate the violation) and/or to pursue injunctive relief.

4.2.5.3.1 Contractor's Responsibility to Notify Members

The Contractor shall, at Contractor's sole expense, notify all Members whose State of Florida Data was accessed by any Breach, unauthorized access or transmission is determined by the Department to have been caused by the Contractor or its Subcontractors no later than thirty (30) Calendar Days after the determination of a Breach or reason to believe a Breach occurred. If the Contractor cannot identify the specific persons whose data may have been accessed, such notice shall be provided to all persons whose data reasonably may have been accessed. The Department shall pay all costs to notify such persons related to any Breach determined by the Department to not have been caused by the Contractor or its Subcontractors. Nothing in this subsection will alter or replace the application of section 501.171, Florida Statutes, as to the Contractor's obligations and liability for Breaches concerning confidential personal information.

4.2.5.3.2 Credit Monitoring and Notification

The Contractor shall include credit monitoring services at its own cost for those Members affected or potentially affected by an alleged Breach for no less than a period of one (1) year following the Breach.

The Contractor shall provide the Department of Legal Affairs written notice of a Breach that affects 500 or more Members as soon as practicable, but not later than thirty (30) Calendar Days after the determination of the Breach or reason to believe a Breach has occurred. The Contractor shall provide the Department a copy of the written notice to the Department of Legal Affairs. If a Breach impacts more than 1,000 Members at a single time, the Contractor shall notify, without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined in the Fair Credit Reporting Act, 15 U.S. Code Section 1681a (p), of the timing, distribution, and content of the notices required pursuant to Contract subsections 4.2.5.2 ("Contractor's Responsibility to Notify Department") and 4.2.5.3.1 ("Contractor's Responsibility to Notify Members") of this Contract.

4.2.5.4 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such State of Florida Data or State of Florida Data that is otherwise visible. The Contractor will also comply with all state and federal rules and regulations, as well as industry standards, related to security of information and cybersecurity . This includes, but is not limited to, Chapter 282, F.S., Rule Chapter 60GG-2, F.A.C., and all requirements set forth in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and their implementing regulations, as amended. The Contractor agrees to cooperate with the Department and perform all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under Chapters 60FF and 60GG of the Florida Administrative Code, as applicable. State of Florida Data cannot be disclosed to any person or entity that is not directly approved to participate in this Contract.

4.2.5.5 Loss of Data

In the event of loss of any State of Florida Data or record where such loss is due to the negligence of Contractor or any of its Subcontractors or agents, Contractor shall be fully responsible for recreating such lost State of Florida Data in the manner and on the schedule set by the Department, in addition to any other damages the Department may be entitled to by law or this Contract. Contractor shall bear the full cost for recreating any lost State of Florida Data and will not be entitled to any compensation by the Department for those costs. This subsection shall survive termination of this Contract.

4.2.6 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired

employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, Florida Statutes, and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, Florida Statutes, specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), Florida Statutes. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), Florida Statutes.

4.2.7 Scrutinized Companies – Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4.2.8 Employment of State Workers

During the term of the Contract, Contractor shall not knowingly employ, subcontract with or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.312(15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, Florida Statutes.

4.3 Acceptance of Deliverables

The Department will conduct its acceptance review in a manner so as to identify whether the Deliverables fail to conform to the Contract. The Department shall notify the Contractor in writing of failures of a Deliverable to conform to the Contract and specify how the Deliverable failed to meet the requirements of the Contract. Within five (5) Business Days of such notice, Contractor will give written notice of one of the following:

- The correction of the nonconformity and the details of the correction;
- A written corrective action plan for correcting the nonconformity; or
- Its disagreement as to the nature or scope of the nonconformity and the reasons therefore.

The Department will either accept or reject the Contractor's reply (with or without modifications from the Department) and provide notice of the Department's decision and proposed remedy, if any.

4.4 Warranty

Generally. Contractor warrants that the Services shall be delivered in a professional workman-like manner in accordance with the standards and quality prevailing among first-rate nationally recognized firms in the industry and in accordance with this Contract and this warranty will remain in effect for a period of three hundred, sixty-five (365) Calendar Days following delivery of the Services ("Warranty Period").

Remedies. In the event that the Department discovers that the Services are not delivered in accordance with the foregoing warranties during the Warranty Period, the Department will provide Notice to the Contractor, and the Contractor will promptly correct, cure, replace or otherwise remedy such performance at no cost to the Department.

This subsection 4.4 (Warranty) shall survive termination of this Contract.

SECTION 5 AUDIT RIGHTS

The Department has the right to conduct performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors activities related to this Contract. The Department may at any time enter and inspect the Contractor's physical facilities where operations required under this Contract are performed, within reasonable notice. Except in emergency situations, reasonable notice will be provided for audits conducted at Contractor's premises, which notice will not be less than 10 (ten) Business Days. Audits may include, but not be limited to, audits of procedures, computer systems, claims files, provider contracts, service records, accounting records, internal audits, quality control assessments, and any and all applicable provider contracts, including contracts with pharmaceutical manufacturers, and service programs related to this Contract. Contractor will cooperate and work with any representatives selected by the Department to conduct said audits and inspections, including but not limited to, other state agencies. The Contractor will make available all data and information requested by the Department in furtherance of any audit. Prior to the commencement of this audit, the Contractor may request to enter into a mutually agreeable confidentiality agreement with any third-party auditor. However, no such agreement shall limit the Department's access to this audit report or any other document, and must be consistent with section 10.4 of this Contract, Article 1, section 24 of the Florida Constitution, and Chapter 119, Florida Statutes.

The Contractor recognizes and acknowledges that release statements from its healthcare providers are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract.

The right of the Department to perform audits and inspections will survive the expiration or termination of this Contract. The Department will use reasonable efforts to minimize the number and duration of such audits or inspections conducted and to conduct such audits and inspections in a manner that minimizes disruption to Contractor's business operations.

This provision does not operate to limit the rights of the Inspector General (as required by section 20.055, Florida Statutes) or other state agencies or officers, such as the state's Chief Financial Officer and the Office of the Auditor General, to perform audits and inspections. Contractor shall be responsible for any taxes or any other liabilities imposed as a result of such audits and inspections. The Department will be responsible for the independent third-party auditor costs associated with any audit performed on the Department's behalf.

Any disputes regarding the audit findings of the Department or its designated auditor shall be resolved in accordance with section 10.7 (Dispute Resolution, Governing Law and Venue) of this Contract.

SECTION 6 DIVERSITY

It is the policy of the State that Minority Business Enterprises, Woman-Owned Business Enterprises, and Service-Disabled Veteran Business Enterprises (as those terms are defined by Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any State agency. Contractor will carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient Contract performance by reasonably considering such business enterprises as Subcontractors for the Services. Contractor further agrees to comply with all controlling laws and regulations respecting the participation of such business enterprises in the provision of the Services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of Contractor's compliance with this section.

SECTION 7 LIQUIDATED DAMAGES

7.1 Generally

Time is of the essence in performing the Contract; this is true generally and particularly with respect to providing Services on the Effective Date and meeting the Performance Guarantees. Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. The Parties acknowledge that liquidated damages are contemplated and required by subsection 110.123(3)(d)3, Florida Statutes.

7.2 Implementation Delays

Untimely Implementation of Services. If Contractor fails to meet deadlines set forth in the Department approved Implementation Plan, it shall pay liquidated damages of $10,000 per Calendar Day for each unmet deadline, unless any such delay is due to the Department's failure to comply with the defined timeline. Contractor will pay this amount of liquidated damages for every full or partial Calendar Day until a deadline set forth in the Department approved Implementation Plan has been met.

7.3 Failure to Meet Performance Guarantees

a. Contractor agrees to payment of liquidated damages if it fails to meet the Minimum Service Requirements set forth in Attachment 2: Performance Guarantees.
b. Liquidated damages are intended only to cover the Department's internal staffing and administrative costs and the diminished value of the Services provided under the Contract. In accepting any form of liquidated damages, the Department does not waive its right to pursue other remedies provided for under this Contract for other breaches.
c. Notwithstanding anything in the Contract to the contrary, the total of any and all liquidated damages paid or to be paid by Contractor pursuant to this Contract for any calendar quarter will not exceed one hundred percent (100%) of the payment due under subsection 3.8 of this Contract.
d. Upon mutual agreement of the Parties, Performance Guarantees may be suspended from time to time for special circumstances. Suspension of a Performance Guarantee will not excuse Contractor from accumulating data relevant to that Performance Guarantee and reporting such data to the Department as part of the management reports delivered pursuant to this Contract.
e. Contractor will provide the Department with a Performance Guarantee report showing Service levels as set forth in Attachment 2: Performance Guarantees. The Department

may, at its option, provide Contractor with a Performance Guarantee report template, which must be used. For each Performance Guarantee that the Contractor fails to meet, the Contractor will remit the applicable Performance Guarantee payment to the Department within forty-five (45) Calendar Days of the Department's written approval of the Contractor's Performance Guarantee report. The Department is not required to Notice or invoice the Contractor for payment.

f. The Department may require the Contractor to propose and implement a reasonable corrective action plan to address and correct the root cause of any missed Performance Guarantee.
g. The inclusion of the Performance Guarantees in this Contract is intended to address unsatisfactory performance in the context of ongoing operations without resort to the default provisions set forth in Section 9: Events of Default and Remedies. However, if Contractor's performance falls below the minimum level of performance for the same Performance Guarantee for three consecutive (3) quarters, or reporting periods, and such failure is not otherwise excused, then the Department may declare an Event of Default and pursue alternative remedies in lieu of accepting Performance Guarantees.
h. Contractor will be excused for failing to meet any Performance Guarantee to the extent such failure is caused by the Department not performing any of its obligations under the Contract.
i. Contractor will advise the Department in writing as soon as possible of any circumstance or occurrence which could excuse or affect Contractor's ability to achieve any of the Performance Guarantees. In all such cases, Contractor will cause to make all reasonable efforts to achieve the Performance Guarantees.

SECTION 8 INSURANCE

8.1 Insurance Coverage

During the Contract term, Contractor will, at its sole expense, continuously maintain commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract and as required by law. Providing and maintaining adequate insurance coverage is a material obligation of Contractor and performance may not commence on this Contract until such time as insurance is secured by the Contractor and is approved by the Department. The Department will not unreasonably withhold or delay such approval. The limits of coverage under each policy do not limit Contractor's or Subcontractor's liability and obligations under the Contract. Unless otherwise agreed in writing by the Department, all insurance policies must be through insurers authorized or eligible to write policies in Florida. The Contractor shall notify the Department immediately if the Contractor loses any liability insurance coverage.

a. Commercial General Liability. The Contractor must continuously maintain commercial general liability insurance (inclusive of any amounts provided by an umbrella or excess policy) in the face amount of at least five million dollars ($5,000,000) per annual aggregate.
b. Business Interruption Insurance. Contractor must continuously maintain business interruption insurance coverage in the face amount of at least five million dollars ($5,000,000) per annual aggregate.
c. Workers' Compensation Insurance. The Contractor shall continuously maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all Subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each Subcontractor to

provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

d. Professional Indemnity Insurance. The Contractor must continuously maintain professional indemnity insurance that must cover professional liability and error and omissions in the face amount of at least five million dollars ($5,000,000) per annual aggregate. Contractor will indemnify, defend and hold harmless the Department and its employees and agents, from and against any third-party claims, demands, loss, damage or expense caused by Contractor in connection with the performance of the Services related to professional liability and error and omissions. Contractor will also indemnify the Department and Enrollees for any financial loss caused by Contractor's failure to comply with the terms of this Contract in accordance with section 110.123(5)(f), F.S. Each insurance certificate for such policy must include an agreement that the insurer will provide thirty (30) Calendar Days prior written Notice to the Department of cancellation for any coverage.

8.2 Performance Bond

In accordance with subsection 110.123(3)(d)2, Florida Statutes, prior to execution of the Contract, Contractor will deliver to the Department's Contract Manager, without additional cost to the Department, a performance bond or irrevocable letter of credit in the amount not to exceed twenty percent (20%) of the annual Contract amount as determined by the Department. The bond or letter of credit shall be used to guarantee at least satisfactory performance by Contractor throughout the term of the Contract (including renewal years). The bond shall be maintained throughout the term of the Contract and shall be in effect for two (2) years thereafter, issued by a reliable surety company, which is licensed to do business in the State of Florida, as determined by the Department, and must include the following conditions:

1) Obligee: The Department shall be named as the obligee/beneficiary of the bond. Contractor's bond will provide that the insurer or bonding company shall be obliged to provide performance or payment remuneration directly to the Department.
2) Notice of Attempted Change: The Contractor shall provide Department with thirty (30) Calendar Days prior written Notice or immediate Notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the required bond or of the Contractor's failure to pay bond premiums.
3) Premiums: The Department shall not be responsible for any premiums or assessments on the bond.
4) Purpose of Bond: The bond is to protect the Department and the State against any loss sustained through failure of the Contractor or any of its employees, officers, directors, agents and representatives to accurately perform the Services required by the Contract for the entire term of the Contract.

No compensation shall be due to the Contractor until the performance bond is in place and approved by the Department in writing.

Upon execution of the Contract and by the start of each Plan Year following the Effective Date, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the bond is valid and has been renewed for an additional year.

As an alternative to the surety bond described in this subsection, the Contractor may use an irrevocable, letter of credit on an annually renewable basis, which in the reasonable judgment of the Department, provides substantially equivalent protection.

SECTION 9 EVENTS OF DEFAULT AND REMEDIES

9.1 Contractor Events of Default

Any one (1) or more of the following events by Contractor, which is not cured within ten (10) Calendar Days after receipt of notice thereof by the Department, may constitute an "Event of Default" on the part of Contractor:

(a) Contractor fails to pay any sum of money due hereunder;
(b) Contractor fails to provide the Services required under this Contract;
(c) Contractor knowingly employs an unauthorized alien in the performance of any work required under this Contract;
(d) Contractor fails to correct work that the Department has rejected as unacceptable or unsuitable;
(e) Contractor discontinues the performance of the work required under this Contract;
(f) Contractor fails to resume work that has been discontinued within the time prescribed by the Department in its notice;
(g) Contractor abandons the project;
(h) Contractor becomes insolvent or is declared bankrupt;
(i) Contractor files for reorganization under the bankruptcy code;
(j) Contractor commits any other action towards the initiation of bankruptcy or insolvency proceedings, either voluntarily or involuntarily;
(k) Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due the Department, State or federal government;
(l) Contractor makes an assignment for the benefit of creditors without the approval of the Department;
(m) Contractor makes or has made a material misrepresentation or omission in any materials provided to the Department;
(n) Contractor commits any material breach of this Contract;
(o) Contractor transfers ownership in violation of the Contract;
(p) Contractor fails to furnish and maintain the performance bond;
(q) Contractor fails to procure and maintain the required insurance policies and coverages required by this Contract;
(r) The Department determines that the surety company issuing a bond securing Contractor's performance of its obligations hereunder becomes insolvent or unsatisfactory;
(s) Contractor utilizes a Subcontractor in the performance of the work required by this Contract, which has been placed on the State's Convicted Vendor List, Discriminatory Vendor List, or the Antitrust Violator Vendor List;
(t) Contractor is suspended or is removed as an authorized Contractor by any State or federal agency; or Contractor is convicted of a felony; is placed on the State's Convicted Vendor List, Discriminatory Vendor List, Suspended Vendor List, or the Antitrust Violator Vendor List; or has its license suspended or revoked;
(u) Contractor refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract and not otherwise deemed confidential, proprietary or a trade secret;
(v) Contractor refuses to allow any access required to comply with the audit provisions of the Contract;
(w) Violation of subsection 4.2.5.1,Work Locations, No Offshoring of Data of this Contract, or Contractor's permitting State of Florida Data to be transmitted, viewed, or accessed outside of the United States;
(x) Contractor's change of Subcontractors in violation of section 4.2.3, Subcontractors, of the Contract;

(y) The Contractor, upon discovery or notice thereof, fails to notify the Department within seven (7) Calendar Days of problems or issues impacting provision of Services or compliance with the terms of the Contract not already subject to a shorter notification timeframe set forth herein;
(z) For any other cause whatsoever that Contractor fails to perform in accordance with the Contract, including, but not limited to, failure to meet performance standards and/or pay associated guarantees;
(aa) Failure to meet the same Performance Guarantee for at least three (3) consecutive performance periods.

9.2 Department Remedies in the Event of Default

Upon the occurrence of an Event of Default on the part of Contractor, the Department is entitled at its sole discretion, to any one or all of the following remedies:

(a) To terminate this Contract for cause, in whole or in part, if Contractor commits an Event of Default under section 9.1, of this Contract. If the Contract is terminated for cause, the Contractor shall be liable for any re-procurement costs. The Contractor shall continue work on any part of the Contract not terminated. Except for an Event of Default of Subcontractors, Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of Contractor. If the failure to perform is caused by the Event of Default of a Subcontractor, and if the cause of the Event of Default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and convenience of the Parties shall be the same as if the termination had been issued for the convenience of the Department;
(b) To institute legal proceedings against Contractor to collect payment of any damages or sums owed by Contractor hereunder, including liquidated damages and the costs of re-procurement, and such equitable relief as is appropriate; and

(c) Upon notice to Contractor, to perform the Services (or cause the Services to be performed) on behalf of, and at the reasonable expense of, Contractor. If, at any time and by reason of such default, the Department is compelled to pay, or elects to pay, any sum of money or do any act, which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums (with a rate of interest if not established herein then as statutorily set by the State's Chief Financial Officer) will be promptly repaid by the Contractor to the Department upon receipt of a bill from the Department.

The rights and remedies of the Department in section 9 are in addition to any other rights and remedies provided by law or under the Contract.

9.3 Department Events of Default

Any one (1) or more of the following events shall, after the required Notice(s) and opportunity to cure, except as otherwise provided below, constitute an Event of Default on the part of the Department:

The Department fails to timely pay all non-disputed amounts. The cure period for failure to pay shall be forty-five (45) Calendar Days from receipt of Notice of failure to pay, unless State law allows a longer period to pay; or

The Department breaches any other material obligations under this Contract. The cure period for a material breach by the Department shall be forty-five (45) Calendar Days from receipt of Notice of material breach.

9.4 Contractor Remedies in the Event of Default

Upon occurrence of an "Event of Default" on the part of the Department, Contractor is entitled to any one (1) or all of the following remedies.

(a) Equitable Relief. Contractor is entitled to seek equitable relief as may be permitted by law or in equity.
(b) Monetary Damages. Contractor is entitled to recover any compensation due under subsection 3.8, Payments, of this Contract for Services provided in accordance with the Contract but not paid by the Department. Contractor is not entitled to, and will not seek, any other reimbursement or payment, or damages, including but not limited to lost profits, consequential, indirect, or punitive r damages or other costs, fees, or expenses. Contractor shall only be entitled to direct damages. Prior to the Department's payment to Contractor as the result of termination, Contractor will have satisfied all undisputed obligations to third parties relating to the Contract.

9.5 Rights Cumulative, No Waiver

The rights and remedies provided and available to the Department and Contractor 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 (1) remedy shall not be construed as a waiver of any other remedy.

SECTION 10 GENERAL PROVISIONS

10.1 Advertising

(a) Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to, mentioning the Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the State or the Department in any material published, either in print or electronically, to anyone except Enrollees, network health care providers, or potential or actual Subcontractors. Within a reasonable time after the Effective Date, the Parties may issue a mutually agreeable joint press release regarding the Contract and the Services to be provided hereunder.
(b) Contractor will not use the State seal, name or logo of the Department or State, or Contractor's relationship to the Plan, for any purpose without the prior written consent of the Department.
(c) Contractor will not publish or release the results of its engagement without prior written approval from the Department. However, Contractor may refer to the Contract as an experience citation with other customers without prior approval.

10.2 Assignment, Acquisition by Third Party

The Contractor shall not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior consent of the Department. In the event of any proposed sale, transfer or assignment, the Contractor shall notify the Department in writing no less than thirty (30)

Calendar Days prior ro such transfer or sale. The Department may agree to enter into a novation of the Contract with the proposed purchaser, assignee, or transferee at its sole discretion. No change in Contractor's organization, if any, will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under this Contract.

10.3 Change of Statute or Regulation or Governmental Restrictions

In the event Contractor knows or should have known that any federal or state policies, operating procedures, laws, rules, or regulations applicable to its performance under the Contract have been or will be changed, created, or otherwise modified so as to materially change or impact, either directly or indirectly, the Services, Plan, this Contract, or the responsibilities of the Parties (herein referred to as "Changes"), Contractor will promptly notify the Department, indicating the specific law, rule, regulation, draft or pending legislation, and/or policies and procedures.

10.4 Compliance with Laws, Including HIPAA

(a) Generally: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, section 110.123 of the Florida Statutes and Chapter 60P of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, Contractor shall comply with the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination. The Contractor shall notify the Department immediately if the Contractor loses any licenses.

(b) Anti-Kickback Statute: Each Party certifies that it will not violate the following laws with respect to the performance of its obligations under this Contract: the federal anti-kickback statute, set forth in 42 U.S.C. 1320a-7b(b); Florida's Anti-Kickback Law, set forth in section 409.920, Florida Statutes; the federal Stark law, set forth in 42 U.S.C. 1395nn; the Patient Self-Referral Act of 1992, set forth in section 456.053, Florida Statutes; the Patient Brokering Act, set forth in section 817.505, Florida Statutes; and the Florida False Claims Act, set forth in sections 68.081 – 68.092, Florida Statutes.

(c) Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its rules and regulations, including but not limited to the provisions governing the privacy and security of records as well as administrative simplification. Contractor shall commit to implementation and compliance by the statutory deadlines set forth in the statute and associated regulations. Contractor shall assist the State in implementing its compliance with this legislation as it relates to employee health benefits including, but not limited to, executing Attachment 8: Privacy, Security, and Confidentiality Business Associate Agreement.

(d) Internal Revenue Service Reporting: Contractor will make all necessary reports to the Internal Revenue Service regarding benefit payments made to health care Contractors as required by law.

(e) Equal Employment Opportunity: Contractor will not discriminate in its employment practices based on race, color, religion, age, sex, marital status, political affiliation, national origin or handicap, except as provided by law.

10.5 Contract Administrator

The Department will name a Contract Administrator during the term of this Contract whose responsibility will be to maintain this Contract. As of the Effective Date, the Contract Administrator is:

Andrew Fier
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Suite 260
Tallahassee, FL 32399-0950
Telephone: 850-410-0102
Email: dms.purchasing@dms.myflorida.com

The Department will provide Notice to Contractor of any changes to the Contract Administrator; provided, such changes will not be deemed Contract amendments.

10.6 Contract Managers

Each Party will designate a Contract Manager during the term of this Contract who will oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Implementation Date, the Department's Contract Manager is:

Marta Leyva
State Group Insurance
Department of Management Services
4050 Esplanade Way, Suite 215.3X
Tallahassee, Florida 32399-0950
Telephone: (850) 921-1643
Email: marta.leyva@dms.fl.gov

Contractor's Account Manager is:

Erikka Roberts
Sr. Manager, State Employee Market
Blue Cross and Blue Shield of Florida, Inc.
4800 Deerwood Campus Pkwy
Jacksonville, Florida 32246
Telephone: (904) 412-9582
Email: erikka.roberts@bcbsfl.com

Each Party will provide prompt written Notice no later than five (5) Business Days to the other Party of any changes to the Party's Contract/Account Manager or his or her contact information. Such changes will not be deemed Contract amendments.

10.7 Dispute Resolution, Governing Law and Venue

Any dispute concerning performance of the Contract shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy to the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby

waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

This section shall survive termination of this Contract.

10.8 Entire Contract

This Contract constitutes the full and complete Contract of the Parties hereto and supersedes any prior contracts, arrangements and communications, whether oral or written, with respect 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.

10.9 Further Assurances

The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

10.10 Defense of Third-Party Claims

10.10.1 Notice of Claims

Contractor shall promptly, and in no event later than five (5) Business Days, notify the Department of any Plan-related legal actions or proceedings brought or initiated against Contractor, the Department, or the Plan, of which Contractor becomes aware. The Department shall promptly notify Contractor of any Plan-related legal actions or proceedings, brought or initiated against Contractor, the Department, or the Plan, of which the Department becomes aware.

10.10.2 Department as Real Party in Interest

If a Member files suit against Contractor regarding eligibility, enrollment or coverage that is the legal administrative responsibility of the Department without previously requesting an administrative hearing pursuant to Chapter 120, Florida Statutes, Contractor shall file a motion to dismiss or any other appropriate motions and shall notify the Department of its action. Contractor shall, when possible, notify the Department prior to the filing of such motion and shall notify the Department no later than seven (7) Business Days after the filing of any such motion. Prior to filing any such motions, Contractor shall, when possible, advise the party filing the suit, as appropriate, that issues regarding eligibility, enrollment, or coverage that is the legal administrative responsibility of the Department require the exhaustion of administrative remedies and/or in such instances the real party in interest is the Department. In reference to legal proceedings regarding eligibility, enrollment, or coverage that is the legal administrative responsibility of the Department, the Department may support Contractor's motions, as specified in this subsection, to drop Contractor and/or to substitute the Department, if the Department is not already a party to the lawsuit, as the real party in interest when requested by Contractor. If the Department is a codefendant in any such lawsuit, the Department may support any appropriate motion(s) to drop Contractor from the lawsuit.

10.10.3 Contractor as Real Party in Interest

In the event a lawsuit is filed against Contractor, which raises a recognized cause of action or claim for relief based on Contractor's own policies or procedures to the administration of the Plan, Contractor shall, at its expense, defend such lawsuit. Contractor shall support

the Department in any motion filed to drop the Department from any lawsuit where the damages sought by the filing litigant allegedly arise out of the policies and procedures of Contractor that do not concern eligibility, enrollment, or coverage that is the legal administrative responsibility of the Department.

10.10.4 Cooperation in the Defense of Administrative and/or Legal Actions
The Parties shall, upon request, cooperate fully with each other concerning any administrative or legal proceeding brought or initiated against them individually or jointly by Plan Enrollees or other persons relating to the administration of the Plan or Contract. In this regard, the Parties shall use their best efforts to keep each other apprised of any significant developments relating to such litigation or proceedings and the status of such legal matters as may be requested by their respective attorneys. In all administrative or legal proceedings, Contractor shall make available all files and documents requested by Department and Contractor attorneys, investigate the facts related to allegations raised in the proceedings, and make available, as required by the Department, and at no additional cost, witnesses for depositions, administrative hearings, and/or trial in any such proceedings.

10.10.5 Administrative Proceedings
The Department, as an agency of the State, shall be responsible, in accordance with State law, for handling and defending any administrative actions or proceedings brought by Members in accordance with sections 120.569, 120.57 or 120.574, Florida Statutes. Upon request, Contractor shall promptly provide the Department with all records, including but not limited to, materials, available data, schedules, guidelines, audit trail, protocols, or other materials that are necessary for the preparation of the defense in such proceedings.

10.10.6 Support and Communication with Contractor's Legal Affairs Department
Contractor shall, upon request of the Department, assist attorneys representing the Department by providing information and support in administrative and legal proceedings being contested by Members. Contractor shall advise the Department in writing within thirty (30) Calendar Days after the Effective Date of the Contract of the representative who will assist the Department's attorneys.

Subsection 10.10 shall survive termination of this Contract.

10.11 Right of Setoff

The State may, in addition to other remedies available to it at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

Premium must be paid per the policy. The setoff of any liabilities of other Contractor entities may not be applied toward premiums for this agreement.

10.12 Independent Contractor Status
Contractor, together with its agents, Subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent Contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. Contractor remains responsible for all applicable federal, State, and local taxes and all FICA contributions.

10.13 Inspection at Contractor Site

The Department reserves the right to inspect, at any reasonable time with prior Notice, the equipment or other facilities of a Contractor or Subcontractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

10.14 Intellectual Property

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, or blueprints developed exclusively by Contractor's personnel in connection with this Contract will be the exclusive property of the Department as part of delivering the required Services. Any joint or future software development effort will be subject to a separate agreement signed by Department and Contractor, wherein all ownership and license rights to such developed product shall be specified in detail. In the absence of such agreement, each Party shall maintain sole ownership of its own protectable proprietary materials, which are developed or owned solely by Department or Contractor, respectively.

10.15 Notices

All Notices between the Parties regarding this Contract shall be in writing as follows:

To the Department by certified mail, return receipt requested, by reputable courier service or delivered personally to:

Marta Leyva
State Group Insurance
Department of Management Services
4050 Esplanade Way, Suite 215.3X
Tallahassee, Florida 32399-0950
Email: marta.leyva@dms.fl.gov

To the Contractor by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

Erikka Roberts
Sr. Manager, State Employee Market
Blue Cross and Blue Shield of Florida, Inc.
4800 Deerwood Campus Pkwy.
Jacksonville, Florida 32246
Email: erikka.roberts@bcbsfl.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. All Notices and other communications under this Contract shall be in writing and shall be deemed duly given either when delivered in person to the recipient named above, upon confirmation of courier delivery to the intended recipient; or three (3) Business Days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

10.16 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

10.17 Public Record

Any and all records produced or used regarding this Contract are subject to Florida's public records law, as set forth in Chapter 119 of the Florida Statutes. Service Provider must comply with all applicable provisions of Florida's public records law. Violation of this section shall constitute grounds for termination of the Contract.

10.17.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

10.17.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential 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, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

10.17.3 Request for Redacted 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 that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to materials, which Contractor has identified as confidential, pursuant to section 10.17.2 of this Contract, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Contractor 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.

10.17.4 Indemnification

The Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to

the Department in answer to a public records request or other lawful request for these records.

10.17.5 Contractor as Agent

Solely for the purposes of this section, the Contract Manager is the agency's custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

a) Keep and maintain public records required by the public agency to perform the service.
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 reasonable time and 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 are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.
e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

10.18 Rights to Records

Contractor agrees that all documents and materials prepared by Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without payments to Contractor other than that specifically provided by this Contract.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after

the request is made.

10.19 Organizational Conflicts of Interest

By executing this Contract, Contractor represents that either it has disclosed all Organizational Conflicts of Interest to the Department in writing, or no Organizational Conflicts of Interest exist. The term "Organizational Conflicts of Interest" means the existence any past, present or currently planned interests of Contractor that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) relates to the Services and which may diminish Contactor's capacity to give impartial, technically sound, objective assistance and advice, or may give Contractor unfair negotiating advantage with respect to the Department.

10.20 Best Pricing Clause

Contractor acknowledges and recognizes that the State wants to take advantage of any improvements in premium pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is the guaranteed maximum price.

The Contractor's premium pricing under this Contract will not exceed the Contractor's pricing for substantially the same Plan(s) provided to any other substantially similar clients. During the term of the Contract, if Contractor provides substantially the same Plan(s) to any other substantially similar clients, whether a public or private entity, with pricing terms more favorable than the premium pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and the Department and Contractor may execute an amendment of this Contract to adopt the equivalent pricing terms if determined acceptable to the Department. In addition, Services and programs not currently part of the benefits offered to Participants, but offered to substantially similar clients, shall be proposed for the Department's consideration to offer to Participants for the same or lower price. This does not include or apply to other Plan Design offerings.

10.21 Convicted Vendor,Discriminatory Vendor, Antitrust Violator Vendor, and Suspended Vendor Lists

Pursuant to sections 287.133, 287.134, and 287.137, Florida Statutes, the following restrictions are placed on the ability of persons placed on the State's Convicted Vendor List,the Discriminatory Vendor List, or the Antitrust Violator Vendor List:

1) A person or affiliate who has been placed on the State's Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the State's Convicted Vendor List.
2) An entity or affiliate who has been placed on the State's Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

3) A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

10.22 Section 508 Compliance

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), Florida Statutes, states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency."

10.23 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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

DEPARTMENT OF MANAGEMENT SERVICES

Signature: DocuSigned by: Pedro Allende C94713929499485...

Print Name and Title: Pedro Allende, Secretary

Date: 9/20/2023 | 9:53 PM EDT

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

Signature: DocuSigned by: Jon Urbanek 800624AF1BE5403...

Print Name and Title: Jon Urbanek SVP Commercial Insurance Markets

Date: 9/14/2023 | 9:22 AM PDT

DMS-22/23-073
THIRD PARTY ADMINISTRATIVE SERVICES FOR HMO HEALTH SERVICES
PRIVACY, SECURITY, AND CONFIDENTIALITY
BUSINESS ASSOCIATE AGREEMENT

This Privacy, Security, and Confidentiality Business Associate Agreement ("Agreement") is between the State of Florida, Department of Management Services ("Agency"), and Blue Cross and Blue Shield of Florida, Inc. ("Business Associate"), with an effective date of the last date of execution below.

WHEREAS, Business Associate has agreed to perform services for or on behalf of the Division of State Group Insurance ("Covered Entity"), a division of the Agency;

WHEREAS, such services may involve the use or disclosure of Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and the regulations promulgated thereunder; and section 110.123(9), Florida Statutes; and

WHEREAS, this Agreement is intended to satisfy the requirements for Business Associate contracts under 45 C.F.R. § 164, subparts C and E, and the HITECH Act, and to address the confidentiality requirements of section 110.123(9), Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, Covered Entity hereby agrees to provide certain information to Business Associate, and Business Associate hereby agrees to comply with this Agreement; the applicable provisions of 45 C.F.R. §§ 160 and 164; the HITECH Act; and sections 110.123(9) and 501.171, Florida Statutes; and to assist Covered Entity with its compliance therewith, as follows:

1. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as defined in 45 C.F.R. §§ 160 and 164 and/or the HITECH Act.

(a) "Agency" means the Department of Management Services, an executive agency of the State of Florida, which includes the Division of State Group Insurance, with its principal place of business at 4050 Esplanade Way, Tallahassee, FL 32399-0950.

(b) "Agreement" means this Privacy, Security, and Confidentiality Business Associate Agreement.

(c) "Breach" when referring to a breach of PHI means the acquisition, access, use, or disclosure of PHI that is not permitted by 45 C.F.R. § 164, subpart E, which compromises the security or privacy of PHI.

(d) "Business Associate" refers to Blue Cross and Blue Shield of Florida, Inc., which hereby agrees to provide services to the Covered Entity as a business associate, as that term is defined in 45 CFR §160.103.

(e) "Business Day" refers to the ordinary business hours of 8:00 a.m. until 5:00 p.m. E.T., Monday through Friday, inclusive, excluding holidays observed pursuant to section 110.117, Florida Statutes.

(f) "Covered Entity" shall generally have the same meaning as the term "covered

entity" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the Division of State Group Insurance, a division of the Agency.

(g) "Contract" means the contract awarded to the Business Associate pursuant to DMS-22/23-073.

(h) "Health Insurance Portability and Accountability Act of 1996" ("HIPAA") means 45 C.F.R. §§ 160 and 164.

(i) "Health Information Technology for Economic and Clinical Health Act of 2009" (the "HITECH Act") means 42 U.S.C. §300jj et seq.; §§17901 et seq.; and any regulations promulgated thereunder.

(j) "Individual" has the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(k) "Parties" mean collectively the Agency and Business Associate. A "Party" means either the Agency or Business Associate.

(l) "Protected Health Information" ("PHI") means individually identifiable health information as defined in 45 C.F.R. § 160.103, whether secured or unsecured, and in any format.

(m) "Plans" means the insurance coverages offered through Covered Entity, as authorized in section 110.123, Florida Statutes.

(n) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. § 160 and 45 C.F.R. § 164, subparts A and E, as amended.

(o) "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

(p) "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304, which currently reads, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

(q) "Security Rule" means the security provisions set forth in 45 C.F.R. § 160 and § 164, subparts A and C, as amended.

(r) "Standard Transaction" has the same meaning as the term "standard transaction" in 45 C.F.R. § 162.103.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Comply with all applicable provisions of 45 C.F.R. §§ 160 and 164, subparts A, C, and E; the HITECH Act; sections 110.123(9) and 501.171, Florida Statutes; and the terms of this Agreement.

(b) Not use or disclose PHI other than as permitted or required by this Agreement or

as required under federal or Florida law.

(c) Ensure the confidentiality, integrity, and availability of all PHI Business Associate creates, receives, maintains, or transmits.

(d) Ensure that every agent and subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to and complies with the restrictions, conditions, and requirements contained in this Agreement, HIPAA, and the HITECH Act.

(e) Make any amendment(s) to PHI in a designated record set that Covered Entity or an Individual directs or agrees to pursuant to 45 C.F.R. § 164.526 in a prompt and reasonable manner and to take other measures as necessary to satisfy Covered Entity's obligation(s) under 45 C.F.R. § 164.526.

(f) Create and retain all records necessary to determine compliance with HIPAA, the HITECH Act, and any other applicable federal or Florida law.

(g) Make its internal practices, books, and records available to the Secretary in a time and manner designated by Covered Entity or the Secretary, for purposes of determining compliance with HIPAA and the HITECH Act.

(h) Cooperate with any investigations by the Secretary to determine compliance with HIPAA and the HITECH Act.

(i) Document disclosures of PHI and provide to an Individual, at the request of Covered Entity or an Individual, an accounting of such disclosures in accordance with 45 C.F.R. § 164.528. Business Associate shall assist Covered Entity in complying with HIPAA regulations relating to the required disclosure, amendment, and accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.

(j) Certify that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the "Electronic Data Interchange ("EDI") Standards," in accordance with 45 C.F.R. § 162; and the annual guidance as issued by the Secretary pursuant to section 42 U.S.C. § 17931. Business Associate further agrees to ensure that every agent and subcontractor that conducts Standard Transactions on its behalf agrees to comply with the EDI Standards and the annual guidance.

(k) Use the Minimum Necessary type and amount of PHI required to perform services in accordance with 45 C.F.R. § 164, subpart E.

(l) Comply with all requirements of 45 C.F.R. § 164, subpart E, that apply to Covered Entity to the extent Business Associate carries out any obligations(s) of the Covered Entity under 45 C.F.R. § 164 subpart E.

3. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

(a) Use to Provide Contract Services. Business Associate may use or disclose PHI as necessary and required for the purpose of performing its obligations for Covered Entity pursuant to the Contract.

(b) Disclosure to Third Parties. Except as expressly permitted in this Agreement or the Contract or as required by law, Business Associate shall not divulge, disclose, or communicate PHI to any third party without prior written approval from Covered Entity.

(c) Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Compliance with Subpart E. Business Associate must comply with 45 C.F.R. § 164, subpart E, and may not use or disclose PHI in violation of 45 C.F.R. § 164, subpart E.

(e) Reporting Violations of Law. Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(f) Use for Management and Administration. Business Associate may use and disclose PHI for Business Associate's proper management and administration, provided that: (1) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the person notifies Business Associate of any instances of the Breach of PHI for which it is aware. Business Associate also may make disclosures that are required by law. Business Associate's use of PHI as described in this paragraph is subject to and limited as described in 45 C.F.R. § 164.504(e)(2) and (4).

(g) Limited Data Sets. Business Associate may create a Limited Data Set pursuant to 45 C.F.R. § 164.514 only as necessary and required for the purpose of performing its obligations and services for Covered Entity, provided that Business Associate complies with the provisions of this Agreement.

(h) Disclosure to the Secretary. Business Associate shall disclose PHI when required by the Secretary to investigate or determine Covered Entity's or Business Associate's compliance with 45 C.F.R. § 164, subpart E.

(i) Designated Record Sets. Business Associate shall provide access to PHI in a designated record set as required under 45 C.F.R. § 164.524.

(j) Disclosure to Covered Entity and Individual. Business Associate shall, upon request by Covered Entity or Individual, disclose PHI to Covered Entity, Individual, or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §§ 164.502(a)(4)(ii), 164.524(c)(2)(ii), and 164.524(c)(3)(ii) with respect to an Individual's request.

4. OBLIGATIONS OF COVERED ENTITY

Covered Entity agrees to:

(a) Notify Business Associate, upon request, of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent

that such limitation(s) may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, authorization by an Individual or his or her personal representative regarding the use or disclosure of PHI, if such changes affect Business Associate's use or disclosure thereof.

(c) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, if such restriction may affect Business Associate's use or disclosure thereof.

(d) Not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to provide the services and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform the services in the form of a Limited Data Set, in accordance with 45 C.F.R. § 164.504(e)(3)(iv).

(e) Not request that Business Associate use or disclose PHI in any manner that would violate HIPAA, the HITECH Act, or applicable federal or Florida law.

(f) Obtain all authorizations necessary for any use or disclosure of any PHI as contemplated under the Contract.

5. PHI SECURITY REQUIREMENTS

(a) Protection of PHI. Business Associate shall protect against any reasonably anticipated threats or hazards to the confidentiality, security, or integrity of PHI and protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under 45 C.F.R. § 164, subpart E. Business Associate shall implement policies and procedures to prevent, detect, contain, and correct security violations.

(b) Security of PHI. Business Associate shall develop, implement, maintain, and use administrative, technical, and physical safeguards to prevent security violations and the unpermitted acquisition, access, use, or disclosure of PHI in accordance with 45 C.F.R. § 164, subpart C.

(c) Business Associate's Due Diligence. Business Associate shall make a good-faith effort to identify any unpermitted acquisition, access, use, or disclosure of any type of PHI or unauthorized acquisition, access, use, or disclosure of information or interference with system operations in an information system.

(d) Compliance. Business Associate shall ensure that its agents and subcontractors comply with 45 C.F.R. § 164, subparts A, C, and E, and all applicable standards relating to all PHI.

(e) Compliance Date. Business Associate certifies compliance with this section of the Agreement on or before the date on which its representative signs this Agreement as set forth in the signature blocks at the end of this document.

6. NOTIFICATION AND REPORTING REQUIREMENTS

(a) Reporting of Security Incidents. Within two (2) Business Days of discovery, Business Associate shall report to the Covered Entity any Security Incident that

involves the (1) unpermitted acquisition, access, use, or disclosure of PHI; (2) modification or destruction of PHI; (3) interference with system operations in an information system containing PHI. For any other type of Security Incident, Business Associate shall report such incident to Covered Entity upon request. Such reports shall include a description of the incident, identification of any Individuals affected, and the types of PHI involved (if any). The day the Security Incident is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first Business Day of the reporting period.

(b) Notification to Covered Entity Regarding a Breach of PHI. Within two (2) Business Days of discovery, Business Associate shall notify Covered Entity of any Breach of unsecured PHI in accordance with 45 C.F.R. § 164.410. The notice pursuant to this subparagraph shall comply with the notification requirements of 45 C.F.R. § 164.410(c), including the identification of each affected Individual, the types of PHI involved in the Breach, and a description of the incident. The day the Breach is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first Business Day of the reporting period.

(c) Notification to Individuals. In the case of a Breach of unsecured PHI, Business Associate shall first notify Covered Entity of the details of the Breach within two (2) Business Days of discovery of the Breach. Upon approval by Covered Entity, Business Associate shall notify each Individual whose unsecured PHI was Breached in accordance with 45 C.F.R. § 164.404. Notification shall be in writing and delivered by first-class mail to the Individual, the Individual's personal representative, or the Individual's next of kin (if the individual is deceased) at the last known address of the Individual, next of kin, or personal representative, as applicable. The notification may be delivered by e-mail if requested by the recipient. When there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written or electronic notification, a substitute form of notice shall be provided. When there are ten (10) or more Individuals for whom there is insufficient or outdated contact information, Business Associate shall place a conspicuous posting on its website or run the notice in major print or broadcast media, including major media in the geographic areas where the Individuals likely reside. In any case deemed by Business Associate to require urgency due to possible imminent misuse of unsecured PHI, Business Associate may also provide information to Individuals by telephone or other means, as appropriate.

(d) Notification to Media. When Business Associate reasonably believes there has been a Breach of unsecured PHI involving more than 500 persons, after prior approval by Covered Entity, Business Associate shall provide notice to prominent media outlets serving the state or the relevant portion of the state involved, in accordance with 45 C.F.R. § 164.406.

(e) Notification to the Secretary. Business Associate shall cooperate with Covered Entity to provide notice to the Secretary of the Breach of unsecured PHI in accordance with 45 C.F.R. § 164.408. When Business Associate reasonably believes that there has been a Breach of Unsecured PHI involving 500 or more individuals, such notice must be provided immediately. If the Breach was with respect to fewer than 500 individuals, Business Associate may maintain a log of

the Breach and annually submit such log to Covered Entity so that it may satisfy its obligation to notify the Secretary of Breaches.

(f) Content of Notices. All notices must comply with the minimum notice provisions set forth in 45 C.F.R. §§ 164.404, 164.406, 164.408, and 164.410, and section 13402(f) of the HITECH Act, as applicable, except that any references therein to a "covered entity" shall be read as references to Business Associate.

(g) Financial Responsibility. Business Associate shall be responsible for reasonable costs related to the notices required under this Agreement.

(h) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate regarding the access, acquisition, use, modification, destruction, or disclosure of any type of PHI not permitted by this Agreement.

(i) Florida Law. The requirements related to notification and reporting of breaches pursuant to section 501.171, Florida Statutes, are addressed in the Contract.

7. SECURITY AND CONFIDENTIALITY UNDER FLORIDA LAW

(a) Section 110.123(9), Florida Statutes, Requirements. Business Associate agrees to observe the confidentiality requirements of section 110.123(9), Florida Statutes. In general, the referenced statute provides that patient medical records and medical claim records of state employees, former state employees, and their covered dependents are confidential and exempt from the provisions of section 119.07(1), Florida Statutes. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes.

(b) Subpoena. These confidentiality requirements protect the disclosure of all Covered Entity's records and information, in whatever form, including the copying or verbally relaying of confidential information. If Business Associate is served with a subpoena requiring the production of Covered Entity's records or information, Business Associate shall immediately contact the Agency's Office of the General Counsel, at (850) 487-1082.

A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

i. Appear at a deposition to give sworn testimony and/or require that certain records be brought to be examined as evidence.

ii. Appear at a hearing or trial to give evidence as a witness and/or require that certain records be brought to be examined as evidence.

iii. Produce certain records for examination.

(c) Agents and Subcontractors. Business Associate acknowledges that the confidentiality requirements herein apply to all its agents and subcontractors.

(d)

(e) Data Access and Storage. Unless otherwise agreed to in writing, Business Associate shall not allow any PHI to be accessed or stored outside of the United States.

8. TERM AND TERMINATION OF AGREEMENT

(a) Term. This Agreement shall commence as of the Effective Date of this Agreement and will naturally terminate when (i) the Contract terminates or expires, or (ii) all of the PHI in Business Associate's possession, custody, or control is destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provision in this section, whichever is later.

(b) Termination for Cause. Without limiting any other termination rights of the Parties, Covered Entity may terminate this Agreement and the Contract if Covered Entity determines Business Associate has violated a material term of the Agreement. Covered Entity may provide Business Associate an opportunity to cure the breach or end the violation. If the Business Associate does not cure the breach or end the violation within a reasonable time as specified by Covered Entity, Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Return or Destruction of PHI Upon Termination. Upon termination or expiration of the Contract, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 3 of this Agreement which applied prior to termination; and

v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon notice of termination of this Agreement, Business Associate shall destroy or return to Covered Entity any and all PHI created or received by Business Associate in the same manner required for all state data under the Contract.

Within fifteen (15) calendar days of any notice of termination of this Agreement, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such PHI.

Except as provided in subsection (d), within thirty (30) calendar days of the notice of termination of this Agreement, Business Associate shall return to Covered Entity or destroy any and all PHI maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover and return or destroy, within such time period, any and all PHI in the possession of its subcontractors or agents.

If Business Associate elects to destroy PHI, Business Associate shall obtain written confirmation from Covered Entity that such actions will not violate the State of Florida's record retention policies. Upon destruction, Business Associate shall provide written certification to Covered Entity that such PHI has been destroyed. If any subcontractor or agent of Business Associate elects to destroy PHI, Business Associate shall require that such subcontractor or agent to provide written certification to Business Associate and to Covered Entity when such PHI has been destroyed.

(d) Written Explanation. If it is not feasible for Business Associate to return or destroy any PHI, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination.

If it is not feasible for Business Associate to obtain any PHI in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractor or agent to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractor's or agent's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further use or disclosure to the purposes that make the return or destruction of the PHI not feasible.

9. MISCELLANEOUS

(a) Material Breach. A violation of any provision of this Agreement shall be deemed a material breach of this Agreement and the Contract.

(b) Warranties and Representations. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or HITECH Act will be adequate or satisfactory for Business Associate's own purposes.

(c) Assignment. Except as provided in the Contract, Business Associate shall not assign either its obligations or benefits under this Agreement without the express written consent of Covered Entity, which shall be at the sole discretion of Covered Entity.

(d) Regulatory References. A reference in this Agreement to a section of HIPAA, the Privacy Rule, the Security Rule, or HITECH Act means the section as in effect or as amended and for which compliance is required.

(e) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, Standard Transactions, the security of PHI, HIPAA, or the HITECH Act; the publication of any decision of a court of the United States or any state relating to any such law; or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such Amendment, it shall notify the first Party in writing within thirty (30) calendar days' notice. If the Parties are unable to agree on an amendment within thirty (30) calendar days thereafter, then either of the Parties may terminate the Agreement on thirty (30) calendar days written notice to the other Party.

(f) Survival. The terms and conditions of this Agreement which by their nature would extend beyond the termination or expiration of this Agreement shall continue until fulfilled. This includes, but is not limited to, Business Associate's rights and obligations under Section 8 of this Agreement.

(g) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HITECH Act, and Florida Statutes.

(h) No Third-Party Beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assignees of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by applicable federal law.

(j) Venue. The exclusive venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(k) Liability and Indemnification. Business Associate's liability and indemnity requirements hereunder are the same as those required by the Contract and, for the avoidance of doubt, this Business Associate Agreement will be treated as a part of the Contract for such purposes.

(l) Independent Entities. Business Associate and Covered Entity are independent entities, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent, except as otherwise expressly provided in this Agreement.

(m) Conflicts. In the event that any terms of this Agreement are inconsistent herein or with the terms of any other contract between the Parties, the more restrictive of the terms will control.

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

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Gregory Mauldin
9F25CACC9A07474...

Director of
Division of State Group Insurance

9/14/2023 | 9:05 AM EDT
Date

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

DocuSigned by:
Jon Urbanek
800624AF1BE5403...

Jon Urbanek SVP Commercial Insurance Markets
Print Name and Title

9/14/2023 | 9:22 AM PDT
Date

Invitation to Negotiate (ITN) for the State of Florida, Department of Management

PPO Medical Self-Insured
Administrative Requirements

Respondent Name:
BCBSF

I.	Implementation
1	Awarded Respondent shall submit the final Implementation Plan to Department for approval no later than ten (10) business days following execution of the Contract. If the Implementation Plan is not determined by Department to be sufficient, Awarded Respondent will diligently work to deliver a final Implementation Plan satisfactory to Department and recognizes that time is of the essence in completing an Implementation Plan. The Implementation Plan shall fully detail all steps necessary to begin full performance of the Contract on January 1, 2024, 12:00:00 A.M., specify expected dates of completion of all such steps, and identify the persons responsible for each step. The Implementation Plan shall include, but is not limited to, the following Implementation Milestones:
	a) The Awarded Respondent shall establish an interactive website exclusive for State Participants, exclusive toll-free phone line, and Department approved communications in advance of the Fall 2023 Open Enrollment period.
	b) The Awarded Respondent shall participate in the Fall 2023 Open Enrollment benefit fairs and meetings coordinated by Department.
	c) Regular implementation status meetings with DMS Contract Manager. Awarded Respondent shall be responsible for recording detailed meeting minutes and follow up action items on behalf of all team members during implementation meetings.
	d) The Awarded Respondent shall conduct background checks in accordance with Section 4.2.4 of the Contract.
	e) The Awarded Respondent shall apply the provisions of the Benefits Document as the description of covered services, exclusions, limitations, etc.; establishing and successfully implementing any necessary edits, controls, or other functions to ensure accurate Plan coverage for Participants.
	f) The Awarded Respondent shall test eligibility files, reviewing key procedures and program process controls (i.e. approval, design, testing, acceptance, user involvement, segregation of duties, and documentation). Functional acceptance approval by Department is required.
	g) The Awarded Respondent shall conduct a pre-implementation audit of approximately 200-300 manually created claims.
	h) The Awarded Respondent shall finalize and validate billing procedures, invoice design, and other financial processes that must be approved by Department.
	i) The Awarded Respondent shall design and present to Department for approval all communication materials to be used for Plan Participants. Communication materials include but are not limited to ID Cards, brochures, explanation of benefit statement forms, paper claim (reimbursement) forms, Summary Plan Descriptions (SPDs), Summaries of Benefits and Coverage (SBCs), standard letters, system generated letters, templates, envelopes, clinical program notices and letters, and posters.
	j) The Awarded Respondent shall ensure the mailing of ID Cards and Plan education materials to Participants no later than December 15, 2023 for coverage effective January 1, 2024.
	k) The Awarded Respondent shall detail a plan to educate and enforce Plan benefits, utilization management, and other Plan specifics to all participating providers.
	l) The Awarded Respondent shall participate in all activities related to a readiness assessment prior to the Implementation Date.
	m) The development and execution of the Implementation Plan is subject to PG1 and the liquidated damages of Section 7 of the Contract for failure to meet the milestones identified therein.
2	Awarded Respondent shall be 100% operational prior to the Implementation Date of January 1, 2024, 12:00:00 A.M. Awarded Respondent is subject to the liquidated damages of Section 7 of the Contract for failure to meet this milestone.
3	Awarded Respondent shall mail ID Cards (without Social Security Numbers) to all Participants the earlier of December 15, 2023 or ten business days after the receipt of a clean and accurate Open Enrollment eligibility file subject to PG **2** ~~5~~.

II.	**Account Management**
4	Account Manager
	a.) Awarded Respondent shall assign a dedicated Account Manager and a dedicated Account Director/Executive as the a primary contact(s) for Department.
	b.) The Account Manager shall participate full-time on the Implementation Team.
	c.) If requested by Department, the Account Manager shall be replaced with one that Department is allowed to interview and approve.
	d.) The Awarded Respondent shall inform the DMS Contract Manager in advance of any planned periods of unavailability of the Account Manager
	e.) The Account Manager shall have the responsibility and authority for the vendor to manage the entire range of services discussed in the resultant Contract and must be able to respond immediately to changes in plan design, changes in claims processing procedures, or general administrative problems identified by Department or Department's third party consultant.
5	**Account Director/Executive**
	a.) Awarded Respondent shall assign a dedicated Account Director/Executive as the primary contact(s) for Department.
	b.) If requested by Department, the Account Director/Executive shall be replaced with one that Department is allowed to interview and approve.
	c.) The Awarded Respondent shall inform the DMS Contract Manager in advance of any planned periods of unavailability of the Account Director/Executive.
	e.) The Account Director/Executive shall have the responsibility and authority for the vendor to manage the entire range of services discussed in the Contract and must be able to respond immediately to changes in plan design, changes in claims processing procedures, or general administrative problems identified by Department or Department's third party consultant.
6	**Account Management Team**
	a.) Awarded Respondent shall assign a dedicated (but not necessarily exclusive) Account Management Team which shall include an executive sponsor, an account director/executive, an account manager, a customer service manager, a data/fiscal analyst, and a medical director.
	b.) Awarded Respondent agrees that the Customer Service Manager, as part of the Account Management Team, shall be dedicated.
	c.) Awarded Respondent agrees that replacement of personnel to the Account Management Team assigned to this Contract shall be subject to prior written approval by Department.
	d.) The Account Management Team shall act on behalf of the State to advance the best interests of the State through Awarded Respondent's corporate structure.
	e.) The Account Management Team shall devote the time and resources needed to successfully manage the State account, including being available for frequent telephonic, email, and on-site consultations.
	f.) The Account Management Team shall be thoroughly familiar with the Awarded Respondent's functions and operations that relate directly or indirectly to the Department and the Plan, including, but not limited to, provider networks, customer service operations, claims and eligibility systems, systems reporting capabilities, claims adjudication policies and procedures, standard and nonstandard banking arrangements, and relationships with third parties.
	g.) Awarded Respondent shall maintain a current Account Management Team organizational chart. Awarded Respondent shall promptly notify Department of any change(s) to the organizational chart and/or the Account Management Team and provide detailed information regarding new personnel including name, professional background, mailing and physical address, email address, phone numbers and an updated organizational chart.
7	Awarded Respondent shall assign a dedicated (but not necessarily exclusive) eligibility manager for Department.
8	Awarded Respondent shall assign a dedicated (but not necessarily exclusive) billing manager for Department.
	a.) Awarded Respondent shall assign a dedicated **(but not necessarily exclusive)** ~~and exclusive~~ claims supervisor for Department.
	b.) Awarded Respondent shall assign dedicated **(but not necessarily exclusive)** ~~and exclusive~~ claims processors/adjustors for Department.
	c.) Awarded Respondent shall assign a dedicated **(but not necessarily exclusive)** ~~and exclusive~~ claims facility for the Department.
9	**Background Checks**
	Awarded Respondent shall comply with the Employee and Subcontractor Security requirements, including the performance of background checks as described in Section 4.2.4 of the Contract.
	Quarterly Meeting

10	a.) Quarterly Meetings: The Account Management Team shall attend all quarterly meetings at the State offices in Tallahassee, Florida. Awarded Respondent shall not be entitled to additional compensation for meeting preparation or attendance. The meetings shall be scheduled no later than 45 calendar days following end of the quarter. The meeting to review the fourth quarter of a calendar year shall include quarterly and annual reports and deliverables. Quarterly meetings may be held in-person, telephonically, or virtually throughout the term of the contract, including the 16-month period following the termination of the Contract resulting from this ITN.
	b.) Agenda: Awarded Respondent shall provide for Department approval a draft agenda five (5) business days in advance of a meeting, allowing changes to the agenda and a reasonable opportunity to prepare for the meeting. At a minimum, during the meeting Awarded Respondent and Department will: discuss medical goals, expectations and priorities; review Awarded Respondent's quarterly reports and other issues such as performance guarantees, quality assurance, operations, network status and access, benefit and program changes or enhancements, legislative issues, audits, cost trends, utilization, program outcomes, customer service issues, future goals and planning, and other issues reasonably related to the Contract. Awarded Respondent shall address past performance and anticipated future performance and compare the Plan's experience to national trends and the Awarded Respondent's total book of business, other governmental clients, and the Awarded Respondent's "best in class."
	c.) Minutes: Within five (5) business days after any meeting, Awarded Respondent shall provide Department detailed and well-documented draft meeting minutes. Department will review and revise the draft minutes as appropriate and return to Awarded Respondent. Awarded Respondent shall provide the Department with final minutes within three (3) business days after receipt of the revised minutes. Minutes shall include a list and description of all deliverables, identify the responsible party(ies) and provide projected delivery dates.
11	Progress meetings, issue meetings, and emergency meetings shall be held as needed. Either party may call such a meeting, subject to reasonable notice. Any meeting held in person shall be at the State offices in Tallahassee, Florida. The Awarded Respondent shall not be entitled to additional compensation for meeting preparation or attendance
III.	**Support Services**
12	Benefit Fairs
	a.) Awarded Respondent shall participate in all locations of the annual Open Enrollment Benefit Fairs that are sponsored by Department or its designee. (Number and locations may vary each year, and Open Enrollment Benefit Fairs may be virtual.) Awarded Respondent representatives attending the Benefit Fairs shall be employees of Awarded Respondent (not subcontractors or temporary personnel) and adequately trained and knowledgeable about the Plan. Open Enrollment is held annually in the Fall for enrollment coverage effective the following January 1. Participation in the Open Enrollment Benefit Fairs is subject to PG 5.
	b.) Awarded Respondent shall be responsible for all costs associated with participating in Benefit Fairs including travel, and a proportionate share of facility fees, and the printing and distribution of the Benefits Document.
	c.) Awarded Respondent shall not solicit State Employees for enrollment or otherwise during the Employee's working hours or in the Employee's workplace, except during meetings which may be scheduled by Department.
13	Awarded Respondent shall not discuss with Participants or prospective Participants or in any manner allude to coverages, products, or materials other than those contained in the Plan without the permission of Department. Such prohibition shall also apply to Awarded Respondent's Plan specific website.
14	**Advertisements and Marketing Materials**
	a.) Awarded Respondent shall submit copies of any and all Plan materials to the Department for customization and prior written approval, if such material is distributed to Participants for marketing the Plan. All materials shall be approved in writing by Department prior to their use.
	b.) Awarded Respondent shall share in any expenses for the printing and mailing of State Open Enrollment materials distributed by Department, the cost for which shall be shared among all benefit plan providers including medical and prescription drug plans offered by Department.
15	**Plan Materials**
	Subject to Department's customization and prior written approval, Awarded Respondent shall be responsible, at no additional cost, for the development (including, but not limited to, the writing, printing, distributing, and mailing thereof) of all Plan related printed materials including but not limited to:
	a.) Summary Plan Description (Plan Benefits Document)
	b.) Summaries of Material Modifications
	c.) Summaries of Benefits and Coverage (SBCs)
	d.) Member educational materials
	e.) Member Identification Cards
	f.) Benefit brochures (including, but not limited to, Open Enrollment materials)
	g.) Claim forms
	h.) Provider directories, upon request

	i.) Two Benefit Statements (one year-to-date and one in conjunction with Open Enrollment, to be received no later than the first day of Open Enrollment; and one distributed no later than February 15 of each year reflecting the full prior calendar year) forall Participants. Benefit Statements must show complete claim details, including plan and member cost share, deductible, out-of-pocket maximum, etc. for claims incurred during the applicable time period.
	j.) Explanation of Benefits Statements (EOBs)
	k.) Any other materials such as notices, preformatted letters, clinical program notices, other correspondence, and similar material.
16	Awarded Respondent shall assist Department (i.e., review, clarify, edit as necessary, and confirm accuracy) as requested in the development of Department communications regarding the Plan, including, but not limited to, the annual Benefits Guide and Department's benefit website (www.mybenefits.myflorida.com).
17	Upon request of the Participant, Awarded Respondent shall provide printed materials in a medium widely accepted for the visually impaired.
18	All printed material provided by the Awarded Respondent shall be provided in electronic format with final versions submitted to Department in PDF file format.
19	Awarded Respondent shall provide Plan materials in a culturally and linguistically appropriate manner, as defined by section 2719 of the Public Health Service Act (PHSA).
20	**Provider Directory**
	a.) Awarded Respondent shall provide an online directory of network providers. The online directory available to members shall be updated and available in real time. The directory shall indicate that the list is subject to change.
	b.) Awarded Respondent shall mail provider directories to Plan Participants upon verbal or written request.
21	Membership Materials
	Awarded Respondent shall provide the following materials to new Subscribers within four (4) business days after receipt of the enrollment data file or notice from the Department or its designated agent:
	a.) Summary Plan Description (SPD) (may be provided electronically), and
	b.) Identification Card(s) (ID Card).
22	When Awarded Respondent mails the membership materials, they may include a customized greeting and form letter to new Participants. The greeting and letter are subject to Department customization and approval. This letter may include a summary of information already contained in the SPD or may highlight important Plan information
23	Summary Plan Description (SPD)
	The SPD provided by the Awarded Respondent shall include information on all covered services including, but not limited to, benefits, limitations, exclusions, copayments, coinsurance, policies and procedures for utilizing clinical and administrative services, procedures for registering complaints or filing appeals, and procedures for providing continuity of care when a provider's network status is terminated. The document shall be subject to the customization and approval of Department and may be provided electronically.
24	**ID Cards**
	a.) Awarded Respondent shall provide Participants with ID Cards either as a new Participant resulting from Open Enrollment, as an otherwise newly enrolled Participant, or when there are changes in the card's elements. The design of the ID card is subject to approval of Department.
	b.) Awarded Respondent shall mail one (1) ID Card for each individual contract and
	at least one (1) additional ID Card for each family contract.
	c.) Awarded Respondent shall provide additional ID Cards as requested by the Participant.
	d.) Awarded Respondent shall make temporary ID cards available to Participants on its Plan specific Participant website that can be downloaded and printed.
	e.) A unique Participant-identifying number that is not a SSN shall be displayed on the ID Cards. Although never displayed, the SSN shall be the number of record and maintained in Awarded Respondent’s information system. ID Cards shall be compliant with State standards, including section 627.642, Florida Statutes.
	f.) ID Cards, including those mailed in the Fall of 2023 for the 2024 coverage year, annual Open Enrollment periods or otherwise as required due to Plan or law changes, shall be mailed in accordance of provisions of PG 2.
25	**Special Post-Office Boxes**
	Awarded Respondent shall maintain dedicated and exclusive post office boxes which shall be used for the Plan and Plan Participants.
26	**Public Records Requests and Subpoenas**
	Awarded Respondent shall, upon request and at no additional cost, provide the
	Department with any necessary data, documents, etc. to enable Department to timely respond to Public Record Requests and subpoenas related to any aspect of services delivered under the Contract.
	Responding to Requests for Legislative Initiatives
	Awarded Respondent shall make available all necessary resources (including, but not

27	limited to, the Account Management Team, analytics and outcomes, research and development, actuarial support, and government relations departments) to assist Department in responding to bill analysis, legislative inquiries and requests related to any aspect of services delivered under the Contract. Awarded Respondent shall respond within the timeframe set by Department, which shall be determined at the time of the inquiry depending upon the scope and complexity of the request. All costing estimates/fiscal impacts shall be made on a PEPM (PEPM to include all Subscribers) basis unless otherwise requested by Department. Support for such legislative initiatives shall be at no additional cost to the Department.
28	Awarded Respondent shall review (and maintain) medical documentation and determine/confirm mental and/or physical disability status for Dependents of eligible Subscribers. Awarded Respondent must re-verify disability status every five years using a process approved by Department.
29	Department Inquiries, Account Service and Dispute Support Awarded Respondent shall, upon request of Department or its attorneys and at no additional cost, assist Department in responding to inquiries received by the Department from Participants, providers, or other persons related to any aspect of services delivered under the Contract.
	Such requests shall:
	1.) be given a priority status;
	2.) be subject to a method of tracking;
	3.) result in the delivery of all requested information, documentation, etc.; and
	4.) be handled or overseen by a lead customer service person. When Department is required to provide instant responses, Awarded Respondent shall immediately assist Department in preparing its reply, including providing data and documentation within the timeframes prescribed by Department at that time.
IV.	**Customer Service**
30	The Awarded Respondent shall maintain a dedicated and exclusive Customer Service Unit comprised of dedicated and exclusive employees of the Awarded Respondent (not contracted or temporary labor) that shall perform all aspects of customer service for Participants and prospective Participants regarding any and all aspects of the Plan, including, but not limited to, retail, mail, specialty pharmacy, and Medicare secondary drugs and supplies. The Awarded Respondent shall staff this dedicated and exclusive Customer Service Unit with sufficient numbers of personnel to meet or exceed related performance guarantees. the Department expects that in the event of overflow calls, a secondary call center(s) (not dedicated and exclusive) may assist Participants. The dedicated and exclusive Customer Service Unit shall include a state-of-the-art call center. The Customer Service Unite is subject to PGs 9-15.
	a. The Customer Service Unit shall have the capability to adequately provide service and issue resolution, as well as sufficient numbers of qualified personnel trained in the administration of the Plan to meet or exceed related Performance Guarantees. In the case of infrequent and unexpected overflow calls, Participants shall have access to secondary call centers and customer service units.
	b. The Customer Service Unit shall have adequately trained customer service representatives to handle calls from Participants and shall be knowledgeable of the State Plan, including but not limited to, medical plans and plan designs. Any customer service deficiencies noted by the Department shall be immediately rectified by the Awarded Respondent to the Department's satisfaction.
	c. The Customer Service Unit shall include multi-lingual staff or service to assist Participants in Spanish and any other language pursuant to the most recent Culturally and Linguistically Appropriate Services county data as defined by Section 2719 of the Public Health Service Act (PHSA). For languages other than English and Spanish, the multi-linguistic customer service function supporting the Department may be provided by personnel outside of the dedicated and exclusive Customer Service Unit (including by an approved Subcontractor).
	d. The Customer Service Unit **and secondary call center(s)** shall have staff with skills, services, and equipment to assist hearing and vision impaired Participants.
	e. The Customer Service Unit **and secondary call center(s)** shall have the ability to assist Participants who contact the unit with only their name and/or SSN.
	f. The Customer Service Unit **and secondary call center(s)** shall have a process or procedure for handling emergency Participant requests in accordance with the Plan.
	g. The Customer Service Unit shall maintain an exclusive toll-free telephone number, for use by Participants, accessible from anywhere in the United States.
	h. The Awarded Respondent shall maintain an adequate number of incoming telephone lines dedicated to servicing Participants and pharmacy/provider inquiries.
	i. The toll-free telephone line shall be supported by live dedicated and exclusive customer service representatives for at least 12 hours a day, beginning no later than 8 AM eastern, and ending no earlier than 7PM, eastern, Monday through Friday.
	j. Any automated voice-response telephone system shall provide an option for the caller to opt-out to a live representative at any time during the call.

	k. One hundred percent of all calls to Awarded Respondent's Customer Service Unit **and secondary call center(s)** or the Customer Service Centers shall be recorded throughout the term of the Contract and the Awarded Respondent shall have the ability to retrieve and deliver an audio recording to the Department of any calls requested within three (3) Business Days.
	l. All complaint types received by the Customer Service Unit **and secondary call center(s)** related to the Plan shall be documented and reported to the Department on a monthly basis which shall include Awarded Respondent's corrective action plan to address recurring complaint types.
	m. The Awarded Respondent shall make available to Department staff the ability to listen to and monitor calls to and from the dedicated and exclusive Customer Service Unit **and secondary call center(s).**
	n. The Customer Service Unit **and secondary call center(s)** shall document Participant calls (all issues, concerns of the Participant, all responses, and feedback of the Awarded Respondent) in complete detail such that Department staff with online access to Plan data can fully understand the contents of the call.
31	Awarded Respondent shall maintain a written service disruption plan or procedure to continue customer service activities when existing service is temporarily unavailable due to either scheduled or unforeseen events (e.g., relocating offices, repairing/restoring utility or power supply, upgrading phone systems, and other events). Department shall be notified as soon as possible for scheduled disruptions and other events.
32	Plan Website/Mobile Device
	Awarded Respondent shall provide and maintain a Plan specific Participant website, with 24/7 access, for medical and general health information. Design and content shall be approved in advance by Department. This website shall include links to Department website, the PBM website and other state, federal, and medical condition specific/general health websites as appropriate to make available a variety of information to participants. Such web-based access shall include the ability to, at a minimum:
	a.) access forms and brochures;
	b.) order ID Cards;
	c.) download and print ID Cards;
	d.) access preventive educational information;
	e.) access general health and chronic disease information;
	f.) track accumulator information including separate tracking for both individual and family coverage (annual deductible and annual out-of-pocket coinsurance maximum);
	g.) locate network physicians and hours of operation;
	h.) locate network facilities and hours of operation;
	i.) view claim history (3 years minimum);
	j.) communicate with a customer service representative via web chat, text messaging, and/or email;
	k.) access general plan coverage information
	l.) access SPD and SBC
	m) link to medical policy guidelines
33	Awarded Respondent shall maintain a process for Participants, their authorized representative, or their provider to contact customer service to receive a written predetermination of benefits.
34	**Subscriber Satisfaction Surveys**
	In addition to the annual Subscriber Satisfaction Survey, the Department may conduct its own Member Satisfaction survey. Department may conduct or have it conducted by an independent third party. If the survey results in unsatisfactory performance, the Awarded Respondent shall implement a corrective action plan and/or changes to processes as approved by Department.
35	Awarded Respondent shall respond to and resolve all Participant inquiries (i.e. written, including email or member website, telephonic) within the timeframes specified in PG 10-11.
36	Awarded Respondent agrees to adhere to leading industry practices in the development, implementation and application of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the protected health information that the Awarded Respondent creates, receives, maintains or transmits in the Awarded Respondent's administration of the Plan, as required by the HIPAA security standards. Records shall be retained for ten (10) years after the later of (i) the final disposition of a claim, (ii) the expiration of this Contract, (iii) the conclusion of any judicial or administrative proceedings or audits or other action. Prior to the destruction of any such claim records, Awarded Respondent shall consult with and obtain the prior written approval of Department.
37	All calls to the customer service unit shall be recorded in their entirety and easily retrieved throughout the entire term of the Contract.
V.	**Network Requirements**

38	Awarded Respondent shall provide and maintain a national comprehensive health care provider network of sufficient numbers and types of providers to provide adequate access to members. Network access shall be consistent with the minimum access standards in PGs 6 and 7.
39	Awarded Respondent shall notify Department immediately if the Awarded Respondent or provider network (owned, rented or leased) loses any accreditation, licenses or liability insurance coverage
40	If the Awarded Respondent uses any rented or leased networks, the network(s) shall be
	transparent to the membership (e.g. single ID card, single provider directory, single
	point of contact for network inquiries, etc.).
41	**Continuity of Care**
	a.) If a major provider's (facility, laboratory, imaging center or other large provider group) network status ends, the Awarded Respondent shall notify impacted Participants 30 calendar days prior to the date of the network status change or as soon as administratively possible.
	b.) The Awarded Respondent shall provide Continuity of Care as described in the Benefits Document.
42	The Awarded Respondent shall provide Department with at least 30 days prior notification and a statement of justification in the event of a major loss of network providers or disruption to the network (i.e. loss of a facility, large provider group, etc.). The statement shall include the following:
	a.) a description of how the contract action impacts the Plan participants; and
	b.) the facility or provider group's utilization by Plan members; and
	c.) a confirmation that the Awarded Respondent shall continue to maintain minimum access standards, as described in PGs 6 and 7. Awarded Respondent shall keep Department up-to-date on any contract negotiations/efforts to maintain the network status of the provider.
43	The Awarded Respondent shall solicit the top 100 non-network providers utilized in the prior year
VI.	**Data Processing and Interface Requirements**
44	**Eligibility File Transfers from Department**
	The Awarded Respondent shall maintain an information system capable of electronically
	receiving and updating Participant eligibility information. The Awarded Respondent shall
	accurately convert and load Department's eligibility files.
	a.) The Awarded Respondent shall maintain eligibility records for all Participants based on Department's eligibility file.
	b.) The Awarded Respondent agrees that Department's eligibility file shall be the official system of record. Awarded Respondent shall not overwrite, update or in any way change the eligibility information without express direction from Department or People First.
	c.) The Awarded Respondent shall accept the eligibility files in a format required by Department.
	d.) In addition to the file schedule above, the Awarded Respondent shall accept an Open Enrollment eligibility file (generally provided at the end of November following Open Enrollment) for the purpose of generating ID cards for distribution prior to the coverage effective date.
	e.) The eligibility files, excluding the Open Enrollment eligibility file, shall be processed as required in PG 30-32.
	f.) Eligibility file transfers and subsequent discrepancy reports between the Awarded Respondent and Department shall be exchanged using a method required by Department.
	g.) Eligibility updates (including manual reinstatements and terminations) from People First shall be processed, at no additional cost to Department.
45	**Paid Claims File to Department**
	The Awarded Respondent shall provide all claim data related to the Plan, including all data deemed trade secret, proprietary of confidential (including, but not limited to, all claim related financial information: charged amount, allowed amount, discount, member paid amounts, plan payment amounts, other insurance amounts; industry standard procedure codes and diagnosis codes; denied claims; and provider information including location and National Provider Identifier or TIN) to Department and/or a third-party designated by Department, in the timeframe and in the industry standard format and layout specified by Department. Failure to timely submit complete, properly formatted data shall be considered a material breach of the contract and shall be subject to PG 26.
46	**Use of Plan Data**
	The Awarded Respondent shall not sell or share the Plan's data without the prior written authorization of Department.
47	The Awarded Respondent agrees that the only compensation to be received by or on behalf of its organization in connection with this Plan shall be that which is paid directly by the State.
48	**System Upgrades, Enhancements and Problems**
	a.) The Awarded Respondent shall provide at least six (6) months prior notice of any significant planned system upgrades or changes, including but not limited to claims, customer service, eligibility, operating systems and any other changes that may materially affect the administration of the Plan. Changes shall be subject to prior written approval by Department.

	b.) The Awarded Respondent shall immediately notify Department upon the discovery of problems or issues impacting claims processing related to the Plan. Failure to timely notify Department shall be considered a material breach of the Contract resulting from this ITN.
	c.) The Awarded Respondent shall not take any corrective action related to systemic problems or issues impacting claims processing related to the Plan without the written approval of Department.
49	**Accumulator Exchange with PBM**
	On a daily basis (or more frequently as mutually agreed) the Awarded Respondent shall:
	a.) Provide a file of all Participant accumulator information to the PBM and/or other required third parties. This file shall be formatted as agreed upon by the parties and approved by Department and is subject to PG 28.
	b.) Accept a file of all Member accumulator information from the PBM and other required third-parties.
	c.) Function as the "keeper" of the Member medical and drug spend accumulator information and update the applicable Member cost shares (i.e. remaining deductible, out-of-pocket maximum, etc.) using all pertinent information as appropriate and consistent with the Plan Designs.
50	**Paid Claims Exchange with PBM**
	On a monthly basis (or more frequently as mutually agreed) the Awarded Respondent shall:
	a.) Provide a file of all paid claim activity to the PBM and/or other required third parties. This file shall be formatted as agreed upon by the parties and approved by Department and is subject to PG 27.
	b.) Accept a paid claim file from the PBM and/or other required third parties.
51	**Health Insurance Management Information System (HIMIS)**
	The Awarded Respondent shall provide all claim related data related to the Plan, including all data deemed trade secret, proprietary of confidential (including, but not limited to, all claim related financial information: charged amount, allowed amount, discount, member paid amounts, plan payment amounts, other insurance amounts; industry standard procedure codes and diagnosis codes; denied claims; and provider information including location and National Provider Identifier or TIN) to Department and/or a third-party designated by Department, in the timeframe and in the industry standard format and layout specified by Department. Failure to timely submit complete, properly formatted data shall be considered a material breach of the contract and shall be subject to PG 29.
52	**Other Data Transfers as Required**
	File transfers between the Awarded Respondent and Department and/or authorized third parties shall be exchanged using a method, format and frequency required by Department.
VII.	**Claims Processing**
53	**Claims Processing and Adjudication**
	The Awarded Respondent shall establish and perform all aspects of claims processing, coordination of benefits, claims reimbursement, point-of-sale transactions, claim adjudication and payment in accordance with the Benefits Document. The Awarded Respondent shall verify benefits and eligibility before authorizing services
54	**Standard Claims Administration Practices**
	The Awarded Respondent shall receive, process and adjudicate claims in accordance with best industry practices using nationally recognized standards.
55	The Awarded Respondent shall accommodate both a standard PPO plan and an HSA qualified High Deductible Health Plan design, as described in Department's Plan Benefits Documents.
56	The benefits to be provided are approved by the Florida Legislature and/or the General Appropriations Act. The Awarded Respondent shall strictly adhere to the coverage provisions of the Plan Benefit Document, as amended and modified by law.
57	The Awarded Respondent agrees to make available a post-COBRA fully insured conversion policy to all terminated Participants.
58	The Awarded Respondent shall process claims in accordance with PGs 19-21.
59	The Awarded Respondent shall prohibit network providers who render covered services to Plan Participants from billing such Participants for amounts in excess of the allowed amounts established by the Awarded Respondent. Network providers may bill for applicable deductibles, copayments, coinsurance, per visit/administration fees, and non-covered services.
60	The Awarded Respondent shall determine order of liability for Coordination of Benefits as prescribed by applicable state and federal law, including Medicare.
61	The Awarded Respondent shall conduct other coverage liability (OCL) verification annually.
62	**Coordination of Benefits**
	a.) As a secondary payer, the Awarded Respondent shall reimburse as specified in the Coordination of Benefits section of the Benefits Document.
	b.) As a secondary payer, the Awarded Respondent shall coordinate with Medicare and benefits shall be paid up to the lesser of 1) the covered expenses Medicare does not pay, up to the Medicare allowance; or 2) the amount this Plan would have paid if the Participant had no other coverage. Plan benefits for Participants who are eligible for Medicare Parts A and B but have not enrolled will be paid as if Medicare had paid first as the primary plan.

	Coordination with Medicare's Third-Party Administrators
63	The Awarded Respondent shall coordinate with Medicare's third-party administrators and shall ensure that claims are processed with primary and secondary payers without involving the Participant. The Awarded Respondent shall be responsible for timely responding and resolution of all Medicare Secondary payer notices to avoid offsets to the State. Awarded Respondent shall be financially responsible for its failure to accurately and timely resolve such MSP notices resulting in the offset of State funds.
64	The Awarded Respondent shall allow for and establish automatic crossover of claims directly from Medicare.
	Explanation of Benefits Statement (EOB)
65	a.) The Awarded Respondent shall furnish an Explanation of Benefits (EOB) to the Participant or Subscriber via regular U.S. Mail to the last known address following each processed claim. Such EOB design is subject to the customization and approval of Department. The EOB shall include all specific claim details including accumulative balances, as applicable. A per-claim electronic EOB is allowed in lieu of a hard copy EOB, subject to the authorization of the Participant.
	Accounting System
66	The Awarded Respondent shall maintain an accounting system and employ accounting procedures and practices conforming to generally accepted accounting principles and standards. The Awarded Respondent's accounting records and procedures shall be open to inspection by Department or its authorized representatives at any time during the Contract period and for so long thereafter as the Awarded Respondent is required to maintain such records; however, any such inspections shall be subject to confidentiality protocol requirements. All charges, costs, expenses, etc. applicable to the Contract shall be readily ascertainable from such records. Supporting documentation for all charges, fees, guaranteed savings and rebate payments shall be readily ascertainable from such records.
	Appeal Services
	a.) At no additional cost, the Awarded Respondent shall administer appeals in accordance with the appeals process described in the Benefits Document and as otherwise specifically required by Department. Such appeals include Level I appeals, medical review/assistance to Department for Level II appeals/administrative hearings, and external reviews by the Awarded Respondent's Independent Review Organization (IRO). Any and all correspondence, letters, communications, etc. related to any part of the appeals process is subject to the customization and approval of Department. PGs 22-24.
67	b.) Appeal-related Documentation and Testimony: Upon request by the Department or its attorneys and within the timeframes specified by the Department, the Awarded Respondent shall provide all documentation relative to a Plan Participant's appeal/administrative hearing(s). This documentation shall include, but not be limited to, clinical/medical policy guidelines, any notes, medical review notes or statements of medical providers and/or Awarded Respondent's medical reviewers or consulting medical providers. The Department's attorneys may request independent external review for pending litigation at no additional cost. Awarded Respondent shall make available the documentation and testimony of the Awarded Respondent's employees, physicians, nurses, consultants, independent reviewer, associates and other personnel necessary for Department's presentation of the review or appeal/administrative hearing(s), via telephone, virtual conference, or in person if required by Department, at no additional cost to Department.
68	Pursuant to ss. 110.123(5)(g), Florida Statutes, the Awarded Respondent shall provide written notice to Participants if any payment to any provider remains unpaid forty-five (45) calendar days after receipt of the claim.
	Medical Necessity Determination and Review
69	a.) Prior to any denial of an appeal as not-medically-necessary, experimental and/or investigational, the appealed claim shall be reviewed by an appropriate medical professional. Awarded Respondent shall apply the definition of "Medically Necessary," as set forth in the Benefits Document and in accordance with Awarded Respondent's medical policy guidelines then in effect. The Awarded Respondent shall create, maintain and annually update medical guidelines that are thoroughly researched using current published medical literature. Except for eligibility appeals, Department may request a medical review in any other instance.
	b.) In accordance with the Benefits Document and Florida Law, Department shall have full and final decision-making authority concerning eligibility, coverage, benefits, claims and interpretation of the Benefits Document.
	Prescription Drug Rebates
70	Awarded Respondent shall provide 100% of all prescription drug rebates collected and related to claims as part of this Plan. Such rebates are subject to quarterly report described in AR 79m.
	Fraud and Abuse Investigative Services

71	The Awarded Respondent shall develop and/or maintain protocols, procedures, and/or system edits to aggressively monitor for fraud, abuse and waste, and shall provide Department with a quarterly report of all fraud activities and discoveries relating to this Contract subject to the accuracy and timeliness provisions of PGs 16-21. The protocols, procedures and/or system edits shall be provided to the Department upon request and are subject to Department's customization and approval. The Awarded Respondent shall investigate any fraudulent, suspected fraud or suspicious activity relating to the Plan, which it believes to be fraudulent or abusive whenever detected by the Awarded Respondent or brought to the attention of the Awarded Respondent by Department or other persons. The Awarded Respondent shall timely notify Department of any fraudulent or abusive Claims or other activities relating to the Plan which it uncovers and shall fully cooperate with and assist the Department, law enforcement and State agencies in their investigations or inquiries regarding any such matters and in any related recovery efforts.
72	**Subrogation** The Awarded Respondent shall identify, to the extent possible, any claim payments for which the Plan has, or may have, a right of subrogation. The Awarded Respondent shall make a reasonable and diligent effort to enforce, in accordance with Section 768.76, Florida Statutes and the Benefits Document, any possible subrogation claim belonging to the Plan. The Awarded Respondent shall develop and implement a subrogation process subject to the approval of Department. Awarded Respondent shall pursue, settle and collect all subrogation rights allowed in the Benefits Document. If any settlement is recommended that is less than the State's full lien amount minus any cost sharing or reductions allowed by statute (s. 768.76 F.S.), Department shall approve said settlement. Additionally, the Awarded Respondent shall develop a monthly subrogation report, subject to the approval of the Department, for reporting the identification, status and resolution of all pertinent subrogation cases.
73	**Inaccurate Payments** a.) Upon discovery, notification, or recoveries as part of audits (i.e. Awarded Respondent self-audit, Department/Contract required audit, eligibility audit, provider audit) or other activities, the Awarded Respondent shall fully rectify the inaccurate payment or other situation, including but not limited to collecting overpayments or mispayments, whenever payment is made that is not in accordance with the terms of the Contract. The Awarded Respondent shall recover any overpayments and refund 100% to Department, when applicable. Such overpayments shall not be reduced by contingency fees or other fees charged by an auditor or other recovery service. b.) The Awarded Respondent shall reimburse the Participant in the event that a recovery impacts the Participant's cost share.
74	Awarded Respondent shall provide copies of medical policy guidelines upon the request of Department. Awarded Respondent shall provide Department with an active link to the medical policy guidelines.
75	**Online Reporting and Management Tools: Computer Access to Plan Data** a.) Upon Department request, awarded Respondent shall provide for unlimited users from Department, at no additional cost, online user access to its reporting and management services, systems, programs, current and historical OCL, customer service call and correspondence notes and logs. b.) Upon Department request, awarded Respondent shall provide corresponding manuals and any other printed or digital material or CDs used in connection with the systems (related documents). This online tool shall have data accumulation, claims specific and ad-hoc reporting capability. c.) Training: Awarded Respondent shall, upon request of Department, provide designated Department staff with training at Department's facilities for the online reporting and management tools. Additional training beyond the initial training following Contract implementation date may be requested from time to time as system updates occur, new Department staff is hired and need training, or other factors with all expenses to be paid by the Awarded Respondent.
VIII.	**Reporting and Deliverables**
76	The Awarded Respondent shall acknowledge all report requests within one (1) business day and shall provide an expected completion and delivery date. Such reports may include, but are not limited to, Plan-specific financial and statistical data.
77	The Awarded Respondent shall provide all required reports and/or deliverables to the Department and/or its authorized third party in a format specified by Department that provides utilization, claims reporting, and administrative services (i.e. administrative services only fees, or fees for optional clinical management programs) data both by plan (Standard or Health Investor), and by subgroup. The subgroups at a minimum are: Active, COBRA, Retirees Under 65, and Retirees 65 and Over. Note: Department anticipates that the subgroups will ultimately include variable hour (hourly) employees. The Department shall have access to these reports to provide assistance in Program Integrity inquiries.
78	The Awarded Respondent shall provide the required data and forecasts in support of the State Employee Group Program's Estimating Conference Report. Such data shall be provided in the timeframes and layout specified by Department. Data may be required on both a PEPM (PEPM to include all Subscribers) and PMPM basis.

Department requires a number of regular weekly, monthly, quarterly, semiannual and annual reports and/or deliverables. Reports shall be provided in a format subject to customization and approval of Department. Reports shall contain all such data/details as required by Department. Reports shall be delivered electronically to Department and/or its designee, and in hard copy by request. Reports that contain proprietary, trade secret and/or confidential information shall also be delivered in a redacted format at the same time as the non-redacted format; the redacted report is only required to be delivered electronically. Complete and detailed backup/supporting documentation must be provided with the submission of each Report. Backup/supporting documentation must identify the source of the material. Department may require Awarded Respondent to propose and implement a reasonable Corrective Action Plan to address the root causes of any missed Performance Standard. Any such Corrective Action Plan is due within 30 calendar days of submission of a missed Performance Standard. Each weekly, monthly, quarterly, semi-annual and annual report and/or deliverable described below shall be subject to the accuracy and timeliness provisions of PGs 33-40.
Weekly Reports include:
a) Eligibility Discrepancy Reports
i.) Duplicate records report
ii.) Reject records report
iii.) Address errors report
Monthly Reports include:
b) Paid Claims Summary Report
A paid claims summary report both by plan (Standard or Health Investor), and by subgroup.
c) Aged Claims Report
The Awarded Respondent shall provide Department with a report listing those claims that were not finalized within thirty (30) days and the status of any such claim.
d) Overpaid Claims and Recoveries Report
The Awarded Respondent shall provide Department with a report of all overpaid claims, overpayment recoveries related to the Plan. Such report shall include information related to the overpaid/underpaid claim, including but not limited to, the individual claim number, date(s) of service, date(s) of recovery and date(s) of reimbursement.
e) Subrogation Report
The Awarded Respondent shall provide Department with a Subrogation report, reporting the identification, status and resolution of all subrogation cases.
f) Issued/Cashed Checks Report
The Awarded Respondent shall provide Department with a report of the issued/cashed claim payments related to the Plan.
g) Special Claims/Surcharge Reimbursement Report
The Awarded Respondent shall provide a detailed report for each category of surcharge/special claim reimbursements.
Quarterly Reports include:
h) Network Utilization Report
A paid claims report by in and out-of-network.
i) Network Discount Guarantee Report
The Awarded Respondent shall provide a report of their actual provider discounts compared to their guaranteed provider discounts related to the Contract resulting from this ITN. Subject to PG 25.
j) Performance Guarantee Report
The Awarded Respondent shall deliver the performance standards guarantee report. Upon delivery of this report, the Awarded Respondent shall include detailed backup/supporting documentation for each performance standard (i.e. system generated call center stats/reports, etc.). Complete and detailed backup/supporting documentation must be provided with the submission of the Performance Guarantee Report. Awarded Respondent shall provide a detailed Corrective Action Plan that addresses each missed standard and that includes complete details of any proposed corrective action(s), the implementation date of such corrective action(s), the complement or validation date of such corrective action(s), and a schedule for monitoring to ensure future success of any implemented corrective action(s).
k) Key Metric Cost and Utilization Report
The Awarded Respondent shall provide comparative data on all key metrics, medical costs and utilization for book of business, public sector book of business, and best in class client(s).
l) Fraud, Abuse and Waste Report
The Awarded Respondent shall provide a report with complete details of all instances of fraud, abuse and/or waste.
m) Prescription Drug Rebate Report
The Awarded Respondent shall provide a report with details of all prescription drug rebates collected and related to claims as part of this Plan.
n) Clinician Staffed Toll-Free Service Line Report

	The Awarded Respondent shall provide a utilization report.
	o) Hospital and Physician Utilization and Cost Report
	The Awarded Respondent shall provide a utilization and cost hospital/physician report for the top 25 in-network hospitals/physicians and top 25 out-of-network hospitals/physicians.
	p) Network Provider Add/Delete Report
	The Awarded Respondent shall provide a report of all additions and deletions from the
	network by city/state, county and specialty.
	q) Appeals Report
	The Awarded Respondent shall provide a report detailing the number of appeals received during the reporting period along with the nature and final determination of such appeals.
	r) Trend Analysis Report
	The Awarded Respondent shall provide a report explaining any unusual trend results (high/low) relative to the industry, Awarded Respondent's book of business, public sector book of business, and best in class client(s).
79	**s) Clinical/Medical Management Activities and Outcomes Reports**
	The Awarded Respondent shall provide a report of the utilization, cost and savings associated with all participation in clinical programs, including, but not limited to:
	i) Case Management
	ii) Disease Management
	iii) Utilization Management
	t) Internal Audit Report
	The Awarded Respondent shall provide a report of internal audit results.
	u) Nurse helpline Statistics
	v) Emergency Room Utilization
	w) High Performance Network utilization (if applicable)
	Annual Reports include:
	x) Renewal Report
	The Awarded Respondent shall provide a rate renewal report, which shall include at least the following information:
	i) Projection of incurred claims costs for renewal year, a description of the methodology used to project incurred claims costs and justification of the use of any data not specific to the State;
	- Detailed description of the methodology used to estimate claims trend;
	ii) Estimate of IBNR at the end of current year, a detailed description of the methodology used to estimate IBNR, and up to the most recent 36 months of incurred/paid triangular claim reports for the State;
	iii) Disclosure of supporting data used in calculations, including enrollment, large claims analyses, trend analyses, demographic analyses, etc.;
	iv. Credit to the State's experience equal to the sum of all revenues received from other entities (e.g. third party liability and subrogation recoveries, etc.) as a result of the State's utilization.

	y) Network Discount Guarantee Report
	The Awarded Respondent shall provide a report of their actual provider discounts compared to their guaranteed provider discounts related to the Contract resulting from this ITN based on claims incurred during the Plan Year. This annual report would not be subject to the timeliness standard in the Performance Guarantees and is due by April 15 following end of Plan Year.
	z) Hospital Audit Report
	Based on the results of the Awarded Respondent's on-site audits, the Awarded Respondent shall provide a report detailing the audit, its findings, and financial impact to the Plan and Participants.
	aa) Subscriber Satisfaction Survey conducted by the Awarded Respondent
	The Awarded Respondent shall survey a statistically valid sample of Participants using Plan services to verify satisfaction levels relating to the Awarded Respondent's Customer Service unit, claims processing unit, provider network and other related services and to gauge satisfaction with the Plan. The survey instrument is subject to the customization and approval of Department. The results shall be reported in a format prescribed or otherwise approved in advance by Department. Awarded Respondent shall provide a detailed Corrective Action Plan that addresses each survey question where the responses were below the required standard and that includes details of the proposed corrective action(s), the implementation date of such corrective action(s), the complement or validation date of such corrective action(s), and a schedule for monitoring to ensure future success of any implemented corrective action(s). Timing of this report may be on a semi-annual basis. PG 14
	ab) Statement on Standards for Attestation Engagements 18 (SSAE 18) Report
	The SSAE 18 Report shall be subject to the provisions of AR-88.
	ac) Performance Bond and Insurance Report
	Awarded Respondent shall provide Department with verification that sufficient coverage and a sufficient bond is valid and in effect for each calendar year, subject to Section 8.2 of the Contract.
	ad) Annual IBNR Report
	Awarded Respondent shall provide Department with an estimate of IBNR as of June 30th of each calendar year. The report shall include a detailed description of the methodology used to estimate IBNR and up to the most recent 36 months of incurred/paid triangular claim reports for the State.
	ae) Annual Claims Target Guarantee Report
	Awarded Respondent shall provide Department with a report of actual paid claims incurred in each Plan Year in aggregate and on a PEPM basis (based on average actual enrollment for the Plan Year) in aggregate and for at least the following Subscriber types: active, pre-65 Medicare and COBRA. Please note that this report is not subject to the Performance Guarantee for timeliness of annual reports and shall be due 180 days after the end of each Plan Year.
	af) Wellness Reporting, if applicable, Including:
	i) Activity and participation results for all program components including Health Risk Assessment (HRA), biometric screening, coaching programs, online tools/program/portal activity, challenges, onsite programs
	ii) Population health risks by risk level (based on HRA and biometric screening results)
	iii) Population health risks by individual risk factor (based on HRA and biometric screening results)
	iv) Self-reported productivity results
	v) Year over year shifts in risk levels and readiness to change.
	vi) Goals met
	vii) Evidence based medicine compliance
	viii) Member Satisfaction
	ix) Aggregate report on HRA and biometrics screenings
	ag) Reconciliation Task
	i) Monthly Outstanding Report #1 (checks less than 90 days old that have not cashed)
	ii) Monthly Outstanding Report #2 (checks that are more than 90 days old that have not been cashed)
	iii) Monthly aged outstanding report with stop payment placed (details in-house stop payments placed on items that remain uncashed 12 months from issuance)
IX.	**Clinical Services**
80	If Department chooses to carve-out and implement an Evidence Based Medicine or Disease Management program at any point during the Contract term, Awarded Respondent shall cooperate fully with Department's chosen vendor, including coordination of care management activities or wellness initiatives and transmission of data to and from the vendor in a mutually acceptable format and at no additional cost.
81	**Clinician Staffed Toll-Free Line**
	Awarded Respondent shall make available to all Plan Participants a 24/7/365 clinician staffed toll-free line. The clinical staff shall, at a minimum, address immediate/every day health issues/concerns and distribute educational materials
	Prenatal Education and Early Intervention Program

82	Awarded Respondent shall make available to pregnant Plan Participants a prenatal education and early intervention program to screen for potential risk factors and assist in the development of a personalized educational and monitoring program, including monitoring of high-risk pregnancies.
X.	**Audits**
	Readiness Assessment.
83	Department and/or its authorized third party may conduct or have conducted a readiness assessment of specific claims or other areas of the Awarded Respondent as determined by Department prior to the Implementation Date. Such assessment may include, but shall not be limited to, procedures, computer systems, claims files, customer service records, accounting records, internal audits, and quality control assessments.
84	Awarded Respondent shall perform, no less frequently than quarterly, internal audits on a statistically valid sampling of claims and shall report results to the Department quarterly. Results shall be used to validate self-reported quarterly performance metrics for claim timeliness, processing accuracy, payment accuracy and financial accuracy
	Overpayment Recovery
85	Awarded Respondent shall reimburse Department for any and all overpayments regardless of whether the overpayment is recovered from the Plan member or provider or how the error was discovered.
	Compliance and Performance Audits
86	The State may conduct or have conducted performance and/or compliance audits, audits of specific claims or other areas of Awarded Respondent as determined by the Department. Reasonable notice shall be provided for audits conducted at the Awarded Respondent's premises. Audits may include, but shall not be limited to, audits of standard operating procedures, computer systems, claims files, provider contracts, customer service records, accounting records, internal audits, and quality control assessments. Awarded Respondent shall work with any representative selected by Department to conduct such audits. The Awarded Respondent shall make an internal audit representative available to the State and/or the State's designee throughout the audit process.
	Audit of Host Plans
87	Awarded Respondent shall provide 100% transparency and audit ability for any and all financial transactions related to claims incurred by Plan Participants in or out-of network, in or out-of-state, and submitted by a provider, member or other third party.
	SSAE 18 External Audit
88	Awarded Respondent shall, at its expense, undergo an annual audit in accordance with the AICPA Statement of Auditing Standards, A.U. Section 324-Reports on the Processing of Transactions by Service Organizations, specifically reporting on the Policies and Procedures Placed in Operation and Tests of Operating Effectiveness. The report shall cover the 12-month time period of July 1 through June 30 of each year. Reports are due to Department by October 1 each year following the 12-month time period of July 1 through June 30. The audit shall be performed by an independent accounting/auditing firm. Awarded Respondent is required to provide prior timely notice to Department of the independent accounting/audit firm conducting the audit with Department being permitted to review and comment on the audit period and the associated scope of the audit. The SSAE 18 Report shall be subject to the provisions of PG 43.
	Audits
	a.) Awarded Respondent shall provide the State, Department and the Department's third party auditor at least the following audit access, in addition to any other audit rights specified in the Contract:
	1.) To audit any data necessary to ensure Awarded Respondent is complying with all contract terms; such audit rights include but not are not limited to: 100% of claims data, approved and denied utilization management reviews, clinical program outcomes, appeals, and information related to the reporting and measurement of performance guarantees;
	2.) To audit post termination;
89	3.) To audit more than once per year if the audits are different in scope or for different services;
	4.) To perform additional audits during the year of similar scope if requested as a follow-up to ensure significant or material errors found in an audit have been corrected and are not recurring, or if additional information becomes available to warrant further investigation; and
	5.) To submit to an annual audit of contractual compliance.
	b.) Awarded Respondent shall cooperate with requests for information, which includes, but is not limited to, the timing of the audit, deliverables, data/information requests and the response time to questions during and after the process. Awarded Respondent shall also provide a response to all findings that the Awarded Respondent receives within 15 days, or at a later date if mutually determined to be more reasonable based on the number and type of findings.
	Audit Findings
90	a.) Upon the discovery of any overpayment(s) that result in financial harm to the Department, Awarded Respondent shall immediately (prior to any recovery effort) reimburse Department 100% of the total overpayment amount upon finalization of the audit. Overpayments arising from audit findings are not to be offset from claims or administration experience and must be paid separately.

	b.) If an audit finding determines that there are systematic issues affecting the adjudication of claims related to the Plan, Awarded Respondent shall coordinate with Department to develop and immediately implement a corrective action plan subject to the customization and approval of Department.
91	Awarded Respondent agrees to the additional audit provisions of Contract Section 5 Audit Rights.
92	**Hospital Audits**
	a.) Awarded Respondent agrees to perform hospital records audits (including clinical and billing issues) on each hospital admission exceeding $50,000 in paid claims. In the event that the number of claims exceeding $50,000 in paid claims represents less than 2% of all hospital admissions, Awarded Respondent shall perform additional hospital records audits on those claims less than $50,000 beginning with the highest paid amount and continuing in decreasing order until at least 2% of all hospital admissions have been audited.
	b.) Awarded Respondent agrees to report such audit results and recoveries to the State in accordance with PG 42.
93	**Quality Assurance Reviews for the Auditors**
	On a regularly scheduled basis, Awarded Respondent shall review its procedures and processes to assess quality performance on claims, suspense, adjustments, as well as customer service inquiries by phone, mail, email, etc. At the time of the audit, Awarded Respondent shall advise Department (including producing any policies and procedures) on how the following areas are handled to ensure quality:
	a.) Technical
	b.) Claim turnaround times
	c.) Financials
	d.) Call center and customer service
	e.) Mailroom operations
	f.) Imaging/record retention
	g.) Claims processing
	h.) Invoices/invoice generation
	i.) Write-offs
	j.) Recovery of overpayments
	k.) Paper claims payments and reimbursement
	l.) Any other activity related to the administration of Services under the Contract resulting from this ITN.
XI.	**Payment Specifications**
94	Awarded Respondent shall accept payments from the State processed through the State's standard transmittal process (i.e. EFT transfer to Awarded Respondent) and by State determined due dates. Awarded Respondent must complete a direct deposit authorization form as required by the Department of Financial Services.
95	Awarded Respondent shall provide any payments to the State through the normal transmittal process (i.e. electronic funds transfer from the provider) and by State determined due dates.
96	All payments to the State shall be made separately by electronic funds transfer from any payment balances due from the State. The netting of payments related to the Plan is prohibited.
97	Awarded Respondent shall remit overpayments to Department monthly by electronic funds transfer. Such overpayments shall reconcile with the monthly report required in AR-79.
98	Awarded Respondent shall conform to the following procedures for the invoicing of contracted fees.
99	**Invoicing for Contracted Fees**
	a.) Awarded Respondent shall provide Department an itemized invoice for administrative fees and charges no later than the 10th day of each month following the month services were rendered. Invoices shall be based on the last weekly eligibility file of the coverage month and shall separately include detail regarding any enrollment adjustments (i.e. to capture adds/deletes). Required detail and documentation for such invoices shall be as specified by Department and shall provide sufficient detail for pre and post audit. Invoices and supporting documentation shall be provided electronically and, upon request, via paper hardcopy.
	b.) Upon determination by Department that the invoices are satisfactory and that payment is due, Department shall process each invoice in accordance with the provisions of section 215.422, Florida Statutes. Department shall forward payment through electronic funds transfer to Awarded Respondent for the invoiced amount. If Department contests the invoice charges as submitted, additional documentation may be requested.
	c.) **Establishment of Account for Payment of Claims**
	Awarded Respondent shall establish and maintain a medical claims reimbursement demand deposit bank account for use by Awarded Respondent in assigning, reporting and providing audit controls for Department claim liability for medical claims benefit payments made solely under the Contract resulting from this ITN.
	This account shall only be used by Awarded Respondent for:
	- Requesting funding
	- Providing online detailed reconciliation data, which shall be provided within 24 hours of liability assignment

	- Detailed monthly issued/cashed reporting on medical claim payments made to or on behalf of those Participants under the Plan
	w All benefit payments made related to the Plan shall be made by Awarded Respondent on tamper resistant drafts or through secured electronic funds transfer (EFT) reimbursed through this bank account
	d.) Awarded Respondent shall cover day 1 claims liability prior to invoicing Department on day 2. Awarded Respondent shall provide daily invoice notices via email and/or facsimile to Department covering all checks presented (cleared), excluding outstanding issued checks, and EFT payments settled for the prior day and Department will wire payment to Awarded Respondent's designated demand deposit bank account previously agreed upon by Department
	e.) Awarded Respondent shall provide a minimum of 90 days' notice to Department if Awarded Respondent elects to change the bank account. Awarded Respondent shall suspend issuance of drafts or electronic funds transfers in payment of medical claims upon receipt of written notice of termination of contract to the designated
	representative of Awarded Respondent by Department.
	f.) Department shall only reimburse Awarded Respondent's daily invoices for EFT transactions and cleared checks that have been presented to Awarded Respondent's bank account; issued and outstanding checks will not be included in the reimbursement.
	g.) **Daily Written Draft Register**
	The banking contract will include, but will not be limited to, a record of electronic funds transfers and/or the transmission of a daily written drafts register by the Awarded Respondent to the bank for positive confirmation procedures. The transmission must include the draft number, draft amount, the payee's name and date of draft. The method of transmission shall be determined by mutual agreement between Awarded Respondent and Department's bank with approval by the Awarded Respondent's bank.
	i.) **Electronic Funds Transfer (EFT) for Claim Payees**
	Along with standard draft issuance, upon Department approval concerning security and any other related issues, the Awarded Respondent may, once balanced and validated, submit Electronic File Transfer (EFT) files to the established bank mailbox to be retrieved by the bank, which is separately contracted by the State. In the event of use of EFT payments, the Awarded Respondent shall reconcile and create an acceptable audit trail. The EFT files shall continue to be created in ACH format by the Awarded Respondent/s claims/financial systems.
	j.) **Fraud and Abuse Reimbursements**
	Awarded Respondent shall provide quarterly a detailed fraud and abuse report and shall reimburse Department all recoveries from fraud investigations and audits. Awarded Respondent shall report all such recoveries in a manner such that each recovery can be linked to a specific claim and Participant.
100	**Special Claims Reimbursement**
	a.) Awarded Respondent shall process expenses incurred on behalf of Plan Participants receiving services out-of-state including but not limited to surcharges and assessments required by other states.
	b.) New York Health Care Reform Act - Awarded Respondent shall process the required surcharge expense for Claims submitted directly to Awarded Respondent and shall process the monthly assessment for all Plan Participants living in the State of New York.
	c.) Massachusetts Uncompensated Care Act - Awarded Respondent shall process the required surcharge on Claims for services from acute care hospitals and ambulatory service centers located in the Commonwealth of Massachusetts.
	Awarded Respondent agrees that, upon contract termination or expiration, the cost of any work required by a new administrator to bring records in unsatisfactory condition up to date shall be the obligation of Awarded Respondent and such expenses shall be reimbursed by Awarded Respondent within thirty (30) days of receipt of an invoice from the new administrator. Department shall make final determination regarding the condition of data and Awarded Respondent's obligation under this provision.
XII.	**Post Termination**
101	Following the termination of the Contract, Awarded Respondent shall ensure that the Services required by the Contract are maintained at the required level of proficiency.
102	**Run-Out Claims**
	a.) Awarded Respondent shall be responsible for the administration of claims incurred through the Contract expiration date.
	b.) Awarded Respondent shall continue to process and adjudicate run-out claims in accordance with the terms of this Contract, and perform any related necessary claim services (including medical review) and adjustments, customer service activities, Department and Auditor General audit and support services, banking activities, and any other mutually agreed upon activity(ies) through the end of 16-months following the effective date of termination of the Contract.
	Through the end of 16-months following the effective date of termination of the
	Contract, Awarded Respondent shall continue to provide the following:
	i) Mailroom services
	ii) Appeals Services
	iii) System/technical services

103	iv) Claim entry, adjudication and adjustments based on the Plan Benefits Document
	v) Cost containment services
	vi) Coordination of Benefits
	vii) Subrogation tasks
	viii) Customer service and call center operations
	ix) Medical review as necessary
	x) Issue payments/checks and Explanation of Benefits Statements
	xi) Collection of overpayments
	xii) Banking activities
	xiii) Reports
	xiv) Department and Plan Participants shall continue to have the same current online system access to information
	xv) Other tasks as required by Department
104	All claim records, including all data elements of such electronic claim records, and eligibility data used by Awarded Respondent relating to this Contract shall remain the property of the State and shall be provided to the State immediately upon contract termination and at the end of the 16-month period following termination of the Contract.
105	Transition to Subsequent Awarded Respondent
	a.) Upon the earlier of six (6) months before the expiration of the Contract or upon any notice of termination of the Contract, Awarded Respondent shall provide transition services to Department.
	b.) Transition services shall be provided up to twelve (12) months unless otherwise waived by Department.
	c.) Transition services shall include:
	i) Continued provision of all Services until a subsequent Awarded Respondent is prepared to provide all essential Services
	ii) Awarded Respondent's cooperation with Department, its consultant or designee and the succeeding vendor designated by Department
	iii) Notification and description of current procedures
	iv) Listing of equipment and software licenses in use to provide the Services
	v) Explanation of operations
	vi) Submission of a schedule for timely transition activities
	vii)Return of all Department-owned materials
	viii) Respond to all inquiries on an as-needed basis
	d.) For the services identified in item (c.) above, the services shall (i) be provided at no additional cost if the Contract expires or is terminated by Department for cause, terminated by Department for convenience or by Awarded Respondent for cause.
	e.) In addition to the services specified in this requirement, upon termination of the Contract resulting from this ITN, the Awarded Respondent shall transfer all data related to the Plan that is requested by Department and/or the subsequent Awarded Respondent, in a format approved by the requestor, at no additional cost. Data requested shall be provided withing ten (10) business days.
XIII.	**Special Provisions**
106	Unless otherwise agreed in writing, (i) Awarded Respondent and its subcontractors and agents will not perform any of the Services outside of the United States, and (ii) Awarded Respondent will not allow any of the State data to be sent, transmitted, viewed or accessed outside of the United States, consistent with Section 4.2.5 of the Contract.
107	Awarded Respondent must own at least 80% of their proposed network within the State of Florida. Any processes, services, deliverables, etc., that are subcontracted or provided by a subsidiary or third-party (including but not limited to the provider network, clinical management, customer service, disease management vendors, printing services, etc.) shall be managed through Awarded Respondent and be seamless and transparent to both the members and Department.
108	Awarded Respondent shall notify Department immediately if the Awarded Respondent loses any accreditation, licenses or liability insurance coverage.
109	Awarded Respondent shall provide annual certification of bonds and insurance coverages, consistent with Section 8 of the Contract.
110	Awarded Respondent shall provide necessary legal defense and assistance as required in the event of litigation for services related to the performance of the Contract.
111	Awarded Respondent shall cover all costs associated with legal defense in the event of any Plan-related litigation.
112	Awarded Respondent shall absorb all costs associated with any benefit design changes.

113	Awarded Respondent agrees that responses to this ITN are based on the specified benefit design, and that deviations regarding copayments, coinsurance, enhanced benefits, etc., shall not be included and will not be considered in phase one of the ITN. However, discount programs offered to all of Awarded Respondent's commercial clients may be included if Awarded Respondent's ITN response offers it at no additional cost.

Department of MANAGEMENT SERVICES

Invitation to Negotiate (ITN) for the State of Florida, Department of Management Services (Department)
PPO Medical Self-Insured
Performance Guarantees

Respondent Name:
BCBSF

	Performance Indicator	Standard/Goal	Measurement Criteria	Measurement Frequency	Amount at Risk
Implementation					
1	Implementation Plan	Final plan including those tasks with deliverable dates, necessary to satisfactorily install the program by the Implementation Date, no later than the date specified (AR 1 - AR 3)	No later than 10 business days after contract execution	One (1) time measurement	$1,000 per day for each calendar day the final implementation timeline is not received
2	ID Cards	Implementation and annual open enrollment: ID cards shall be mailed to subscribers no later than December 15, 2023 provided that a processable eligibility file is received by Selected Respondent no later than December 1 of each plan year.	98.0% of ID cards will be mailed no later than December 15, annually	One (1) time measurement after first quarter	$1,000 per percentage point, or fraction thereof, less than 98.0%
3	Claim Readiness/Pre-Implementation Audit - For New Vendors Only	Guarantee that the pre-implementation audit to assess readiness, benefit profile and eligibility loaded on claims processing system will be completed within the timeframe specified	Completion of at least 60 days prior to January 1, 2024 as long as Department has signed off on the benefit set-up at least 120 calendar days prior to January 1, 2024.	One (1) time measurement	$30,000
Account Management					
4	Quarterly Meetings	The Account Management Team will attend and participate in all required quarterly performance meetings. (AR 10)	100% attendance, as required	Quarterly	$2,000 per meeting for which each member of the Account Management Team is not in attendance, unless pre-approved by Department.
5	Open Enrollment Benefit Fairs	Selected Respondent's employee(s) (not subcontractors or temporary personnel) will be at each annual open enrollment meeting and/or benefit fair sponsored by Department or its designee, as required. The location and number of benefit fairs vary each year. (AR 12)	100% of the benefit fairs will be staffed, as required	Annually	$20,000 for each benefit fair not staffed, as required
Network Maintenance					
Contractors are expected to utilize their best efforts to meet the access criteria identified herein. However, the Department recognizes that Contractor may be unable to fully meet the access criteria herein, despite good faith efforts. The Department reserves the right to exercise section 7.3 of the Contract (as with all performance guarantees) upon Contractor's provision of its good faith effort to meet the access criteria. The Department is under no obligation to exercise section 7.3, and anticipates that access to all Physicians herein will not decrease during the contract term.					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
6a	Access to Primary Care Physicians	Respondent will maintain a network of participating physicians to provide services under the plan.	a.) For urban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6b		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas,98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6c		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 98% of subscribers will have access to at least one (1) provider within 15 miles of their home zip code.	Annually	$5,000 for each full percentage point below 98%
6d	Access to Specialists and Obstetricians/Gynecologists	Respondent will maintain a network of participating physicians to provide services under the plan.	a.) For urban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6e		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6f		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 98% of subscribers will have access to at least one (1) provider within 15 miles of their home zip code.	Annually	$5,000 for each full percentage point below 98%
6g	Access to Pediatricians	Respondent will maintain a network of participating physicians to provide services under the plan.	a.) For urban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6h		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
6i		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 98% of subscribers will have access to at least one (1) provider within 15 miles of their home zip code.	Annually	$5,000 for each full percentage point below 98%
7a		Respondent will maintain a network of participating hospitals to provide services under the plan.	a.) For urban 98% of Subscribers will have access to at least one (1) provider within 10 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%

7b	Access to Hospitals	Respondent will maintain a network of participating hospitals to provide services under the plan.	a.) For suburban areas,98% of Subscribers will have access to at least one(1) provider within 10 miles of their home zip code	Annually	$5,000 for each full percentage point below 98%
7c		Respondent will maintain a network of participating hospitals to provide services under the plan.	b) For rural areas, 98% of subscribers will have access to at least one (1) providers within 20 miles of their home zip code.	Annually	$5,000 for each full percentage point below 98%
Member Services					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
8	Average Speed to Answer	Inbound customer calls received shall be answered by the Customer Service Unit within the specified target time thresholds. The target time threshold is measured from the time that the call is presented in the call queue for an agent and does not include any time when the caller was navigating the automated system prior to entering the call queue, if applicable (Customer Service Unit described in AR-30) **"Average Speed to Answer" means (i) the total number of seconds from the time a caller is in queue and the call is answered for all calls queued to a Member Service Representative or IVRU, divided by (ii) the total calls handled by a Member Service Representative or IVRU of the member service telephone line.**	100% of telephone calls to member services will be answered within an average speed to answer of 30 seconds or less.	Annually	$10,000 for every full second, or a fraction thereof, beyond 30 seconds for the Average Speed to Answer. For example, an Average Speed to Answer of 30.1 seconds will result in a financial consequnece of $10,000. Similarly, an Average Speed to Answer of 31.1 seconds will result in a $20,000 financial consequence.
9	Call Abandonment Rate	The percentage of calls that are terminated by a participant before live contact is achieved shall not exceed the specified rate.	Less than or equal to 3%	Annually	$10,000 per percentage point, or fraction thereof, greater than 3%
10	Participant Inquiry Response Time	Percent of telephone inquiries returned by a customer service representative	95% within two business days of the date of the participant inquiry	Quarterly	$2,000 for each full percentage point below 95%
11	Participant Inquiry Response Time	Percent of written inquiries responded to by a customer service representative	95% within ten business days of the date of the participant inquiry	Quarterly	$2,000 for each full percentage point below 95%
12	First Call Resolution	Percent of calls resolved during the first call	90% of inquiries will be resolved during the first call	Annually	$10,000 for each full percentage point below 90%
13	Participant Inquiry Resolution - Remaining Issues	Percent of inquiries resolved after first point of contact	95% of inquiries will be resolved within 10 business days	Quarterly	$2,000 for each full percentage point below 95%
14a	Member Satisfaction Survey - First Year (First-Year Vendors Only)	Measured as the percentage of selected Respondent conveying a satisfaction level in response to a Department approved Member Satisfaction Survey (AR-34)	The level of overall satisfaction will be greater than or equal to 90%	Annually	$100,000 when the overall level of satisfaction is less than 90%
14b	Member Satisfaction Survey	Measured as the percentage of selected Respondent conveying a satisfaction level in response to a Department Approved Member Satisfaction Survey (AR-34)	The level of overall satisfaction will be greater than or equal to 92%	Annually	$50,000 when the overall satisfaction is between 90 and 91.9 percent. An additional $5,000 per percentage point below 90 percent (90%). $100,000 when the overall level of satisfaction is less than 95%
15	Maintenance ID Card Turnaround	ID cards throughout the calendar year shall be mailed within the time specified following receipt of a processable eligibility file. "Maintenance ID Card Turnaround" means (i) the number of Maintenance ID Cards that are processed by Selected Respondent for Eligible Persons within four (4) Business Days, divided by (ii) the total number of Maintenance ID Cards processed by Selected Respondent for Eligible Persons	99.% of ID cards will be mailed to new members within 4 business days of receipt of clean eligibility and enrollment files.	Quarterly	$10,000 per percentage point, or fraction thereof, less than 99.0%
Claims Administration					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
16	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)	Average quarterly financial accuracy of 99.5% or more. Contractor shall submit quarterly reports	Annually	$40,000 for each full percentage point less than 99.5%
17	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 /number of claims in sample) x(number of claims in strata population/ number of claims in total population)	Average quarterly processing accuracy of 97% or more	Quarterly	$10,000 for each full percentage point less than 97%
18	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)	Average quarterly processing accuracy of 98% or more	Quarterly	$10,000 for each full percentage point less than 98%

19	Claims Processing - Clean Claims	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). For electronically submitted claims, Day 1 is the date the claim was received, irrespective of time of day and including weekends and holidays. For Paper claims, Day 1 is the date the claim was stamped upon receipt. Non investigated (clean claims) (Total number of original (clean) claims processed within 14 days / Total number of original (clean) claims processed during the quarter)	90% of all non-investigated(clean) claims will be processed in 14 calendar days. Contractor shall submit quarterly reports.	Annually	$10,000 for each full percentage point below 90%
20	Claims Processing - All Claims	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). For electronically submitted claims, Day 1 is the date the claim was received, irrespective of time of day and including weekends and holidays. For Paper claims, Day 1 is the date the claim was stamped upon receipt. All Claims (Total number of original claims processed within 30 days / Total number of original claims processed during the quarter) (AR-53)	95% of all claims will be processed within 30 business days Contractor shall submit quarterly reports.	Annually	$10,000 for each full percentage point below 95%
21	Claims Processing - Overpayment Recoveries	Measured as the amount of overpayments identified (by monthly Overpaid Claims Report) and recovered within 90 days (AR-73)	100% of all overpayments identified shall be returned to Department within 90 days.	Quarterly	$2,000 for each full percentage point below 100%
22a	Appeals - Level I	Level I Appeals shall be finalized within the specified time frame (AR-67)	98% of Level I Appeal determinations will be completed within:15 days/pre-service	Quarterly	$10,000 for each full percentage point below 98%
22b	Appeals - Level I	Level I Appeals shall be finalized within the specified time frame (AR-67)	98% of Level I Appeal determinations will be completed within: 30 days/post-service	Quarterly	$10,000 for each full percentage point below 98%
22c	Appeals - Level I	Level I Appeals shall be finalized within the specified time frame (AR-67)	98% of Level I Appeal determinations will be completed within: 72 hours/urgent	Quarterly	$10,000 for each full percentage point below 98%
23	Appeals - Level II	All information, support, documentation and/or testimony shall be provided to Department as requested for Level II Appeals and administrative hearings within the time frame specified (AR-67)	100% of requested information, support, documentation, and/or testimony shall be provided to the Department by the date assigned by Department	Quarterly	$10,000 for each full percentage point below 100%
24a	Appeals - External Independent Review Organization (IRO)	External independent review organization shall conduct Level II Appeals within the time frame specified (AR-67)	95% of IRO reviews will be completed within: 15 days/pre-service	Quarterly	$10,000 for each full percentage point below 95%
24b	Appeals - External Independent Review Organization (IRO)	External independent review organization shall conduct Level II Appeals within the time frame specified (AR-67)	95% of IRO reviews will be completed within: 30 days/post-service	Quarterly	$10,000 for each full percentage point below 95%
24c	Appeals - External Independent Review Organization (IRO)	External independent review organization shall conduct Level II Appeals within the time frame specified (AR-67)	95% of IRO reviews will be completed within: 72 hours/urgent	Quarterly	$10,000 for each full percentage point below 95%
25	Network Discount Guarantee	Average discounts are guaranteed (including any partner networks and/or rental networks, if applicable). Measured as the variance between actual annual discount reflected in an annual Network Discount Guarantee Report) and Total Network Discount	Actual discount versus guaranteed discount	Annually	$100,000 for each full percentage point that Total Network Discount exceeds actual annual discount
Data Processing					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
26	Plan Data	A complete file of all paid claims activity shall be submitted to Department and/or its authorized representative, in the timeframe and format specified by Department (AR-45)	100% of medical paid claims activity shall be delivered no later than the 25th calendar day following the reporting month	Monthly	$2,000 per day for each business day that any such data is not provided as required
27	Plan Data	A complete file of all medical paid claims activity shall be submitted to Department' PBM, within the time period specified (AR-50)	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
28	Plan Data	A complete file of all claim accumulators shall be submitted to Department' PBM, within the time period specified (AR-49)	100% of medical accumulators shall be delivered within 24 hours of being incurred	Monthly	$500 per day for each calendar day that the data is not provided
29	Plan Data	In support of a health management information system, all requested data related to the plan shall be submitted to Department, contracted vendors, and/or the vendors authorized representatives, in the timeframe and format specified by Department (AR-51)	100% of requested data shall be delivered no later than the 20th calendar day following the reporting month	Monthly	$2,000 per day foreach business day that any such data is not provided as required
30	Eligibility	Routine Updates - Eligibility files shall be accurately and timely loaded within the time specified (AR-44)	100% within two (2) business days of receipt	Quarterly	$2,000 for each day over the deadline, per incident
31	Eligibility	Non-routine Updates - Ad hoc or non-routine manual enrollment updates at the request of Department or its designee shall be completed in the time frame specified.	100% within the same business day if requested during normal business hours; otherwise, during the next business day	Quarterly	$2,000 for each day over the deadline, per incident
32	Eligibility	Eligibility Discrepancies - Eligibility discrepancies shall be reported to Department in the time frame specified (AR-79a)	100% within two (2) business days of receipt	Monthly	$2,000 for each day over the deadline, per incident
Data Reporting and Analysis					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
33	Timeliness of the Delivery of Reports and Deliverables	Reports and deliverables shall be delivered to Department and/or its designee within the time period specified (AR-78, except c and d)	Due weekly: Within 2 business days of end of the reporting week	Weekly	$500 per day for each calendar day past the due date that a report or deliverable is not received
34	Timeliness of the Delivery of Reports and Deliverables	Reports and deliverables shall be delivered to Department and/or its designee within the time period specified (AR-79, except c and d)	Due monthly: Within 20 calendar days of end of the reporting month	Monthly	$500 per day for each calendar day past the due date that a report or deliverable is not received
35	Timeliness of the Delivery of Reports and Deliverables	Reports and deliverables shall be delivered to Department and/or its designee within the time period specified (AR-79, except c and d)	Due quarterly: Within 45 calendar days of end of the reporting quarter	Quarterly	$500 per day for each calendar day past the due date that a report or deliverable is not received

36	Timeliness of the Delivery of Reports and Deliverables	Reports and deliverables shall be delivered to Department and/or its designee within the time period specified (AR-79, except c and d)	Due annually: Within 45 calendar days of the end of the reporting year	Annually	$500 per day for each calendar day past the due date that a report or deliverable is not received
37	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to de minimums errors and omissions, as determined by Department.) (AR-79, except c and d)	100% of weekly reports or deliverables shall be mathematically and otherwise accurate	Weekly	$2,000 per report or deliverable deemed inaccurate by the Department
38	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to de minimus errors and omissions, as determined by Department.) (AR-79, except c and d)	100% of monthly reports or deliverables shall be mathematically and otherwise accurate	Monthly	$2,000 per report or deliverable deemed inaccurate by the Department
39	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to de minimus errors and omissions, as determined by Department.) (AR-79, except c and d)	100% of quarterly reports or deliverables shall be mathematically and otherwise accurate	Quarterly	$2,000 per report or deliverable deemed inaccurate by the Department
40	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to de minimus errors and omissions, as determined by Department.) (AR-79, except c and d)	100% of annual reports or deliverables shall be mathematically and otherwise accurate	Annually	$2,000 per report or deliverable deemed inaccurate by the Department
Audits					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
41	Hospital Audits	Hospital records audits (including clinical and billing issues) on each hospital admission exceeding $50,000 in paid claims. In the event that the number of claims exceeding $50,000 in paid claims represents less than 2% of all hospital admissions, the Selected Respondent shall perform additional hospital records audits on those claims less than $50,000 beginning with the highest paid amount and continuing in decreasing order until at least 2% of all hospital admissions have been audited. Audit results shall be reported within the timeframe specified (AR-92)	Report results within five (5) business days of audit completion	Quarterly	$500 per day for each business day that the report is not provided to Department
42	Hospital Audits	Audit recoveries shall be delivered to Department within the timeframe specified	Delivery of 100% of recoveries within 60 calendar days of audit completion	Quarterly	$500 per day for each business day that the recoveries are not delivered to Department
43	**SSAE 18 Audits**	**Audit reports shall be delivered to Department within the timeframe specified**	**Due annually**	**Annually**	**$500 per day for each business day that the report is not delivered to Department**

Department of MANAGEMENT SERVICES

Invitation to Negotiate (ITN) for the State of Florida, Florida Department of Management Services ("Department")

PPO Medical Self-Insured
Medical Pricing

Respondent Name:
Blue Cross and Blue Shield of Florida, Inc.

Proposed Program Fees

- Fees must be provided for an initial three year contract (entirety of 2024 - 2026) plus up to three optional one year renewals (occurring in 2027, 2028 and 2029).
- Self-Insured (Administrative Services Only (ASO)) fees should be input in this tab. Below fees should assume pharmacy benefit is carved-out to a separate PBM and NO commissions are paid to any broker or consultant. Finally, note any key assumptions in "Explanation" column. Written Replies and Explanations within this excel Attachment must be limited to 400 characters or less. Written Replies and Explanations beyond 400 characters will not be evaluated.
- Base fees assuming administration of current two plan options - Standard and HDHP PPOs. See Attachment A - Administrative Requirements, Read Me First tab for additional information on how to access detailed plan designs.

Fixed Core Administrative Fees (PEPM) Please note, yellow shaded cells below are formula driven. When adding rows for additional services, please follow instructions on where to add additional rows so costs are captured in calculations. In the event the Respondent doesn't properly add necessary information in the rows as instructed, such provided information may be considered in calculating the total fixed core administration fees.	Plan Year 1/1/2024 through 12/31/2024 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)	Plan Year 1/1/2025 through 12/31/2025 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)	Plan Year 1/1/2026 through 12/31/2026 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)	Plan Year 1/1/2027 through 12/31/2027 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)	Plan Year 1/1/2028 through 12/31/2028 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)	Plan Year 1/1/2029 through 12/31/2029 (Incurred - fees to cover administering claims incurred after the effective date of the plan year, even if paid after the end of the contract)
Core Administration Fee - Includes Claims Adjudication + Customer Service + Network Access/ Management + Care Management						
<15,000 Subscribers						
15,000 - 49,999 Subscribers						
50,000+ Subscribers						
Standard Reports						
Nurse Line						
Telemedicine Service Fee for any available services from external vendor (PCP, Behavioral Health, Dermatology) Administrative fee portion of Telemedicine can be billed as part of Core fee or billed as part of claims invoice as is done today with State of Florida. Administrative fee is $.85 PEPM year 1 -3, $.95 PEPM year 4-6.						
Any Other Administrative or Carve-Out Vendor Fees (For example, radiology precertification, etc.) (Define in Explanation column) Add additional rows as necessary below this row.						
24/7/365 Domestic Customer Service cost for enrollment <15,000 subscribers. Can be carved out and maintain current customer service hours 7am-7pm M-F.						
24/7/365 Domestic Customer Service cost for enrollment 15,000 - 49,999 subscribers. Can be carved out and maintain current customer service hours 7am-7pm M-F.						
24/7/365 Domestic Customer Service cost for enrollment 50,000+ subcribers. Can be carved out and maintain current customer service hours 7am-7pm M-F.						
Any Other Service/Program Included in Core Administration Fee above (Add rows as necessary above this row)						
Total of All Fixed Core Administration Fees						
<15,000 Subscribers						
15,000 - 49,999 Subscribers						
50,000+ Subscribers						
Claims Per Subscriber Per Month						
Capitation Claim Amounts (if applicable).						
To what services do these amounts pertain?						
Do these amounts vary by any counties in FL, GA or AL? If so, describe how.						
Case Management and Utilization Management Confirm each of the below services are included in the core fee provided above.						
Asthma case management						
Back case management/discounts						
Cancer case management						
Chronic condition case management						
Congestive heart failure case management						
Diabetes case management						
Depression and anxiety case management						
Family planning case management						
Heart disease case management.						
Hypertension case management.						
Low back pain/injury case management.						
Lung conditions (except asthma) case management.						
Muscle or joint problems case management.						
Neonatal intensive case management						
Patient management						
Prenatal case management						
Rheumatoid arthritis case management						
Complex Comorbidities case management						
Catastrophic injury case management						
Hospice case management						
Behavioral health case management						
Pre-admission verification/authorization						
Pre-admission outreach						
Inpatient admission/concurrent review						
Discharge planning						
Post discharge outreach						
Retrospective review						
Outpatient surgical review/prior authorization						
Outpatient imaging review/prior authorization						
Home health care (include scope of services covered in Explanation)						
Durable medical equipment review						
Physical therapy review						

Occupational therapy review	[redacted]
Speech therapy review	
Predictive technology	
High-risk outreach	
Episodic case management	
Complex case management	
Demand management/nurse triage	
Offset to Administrative Fees	
If Respondent chooses to reply to both PPO administrative and carve-out PBM services and is awarded both medical and pharmacy benefits, is there an offset to the above administrative fees? If so, detail (as a PEPM offset) otherwise input "N/A".	
Provider Networks	
Confirm the provider network that you are proposing and basing your above quoted fees represents your broadest provider network?	
If so, what would impact be on above proposed fees should State of Florida choose to offer a broad network?	
If so, what would impact be on above proposed fees should State of Florida choose to offer a narrow network?	
If so, what approximate impact on claims under this alternative network should State of Florida expect, for the counties in which you are proposing to be offered?	
Any Additional Programs Available not Identified Above Include Fees and Any ROI Guarantees	
Biometric Screenings	
Dedicated Wellness Program Manager	
Dedicated Health Educator for Wellness Program	
Dedicated Nurse Advocate for Wellness Program	
Dedicated Data Analyst for Wellness Program	
meQuilibrium	
Wellness Contribution Provided	
Insert here and describe in "Explanation" column.	
Broker Commissions	
Confirm proposed fees are net of commissions (no commissions)	

Service Area

Confirm the service areas to which your above proposed PPO fixed core administrative fees apply.

	Administratively Operational and Available?	Acceptable Provider Network/ Care Coverage?	Explanation - note any issues, limitations, etc.
International			
United States			
All of Florida			
Are there any counties in Florida for which your service does not meet the Access requirements from a provider network perspective? *Access Requirements: for urban and suburban areas, 98% of Subscribers will have access to at least two (2) providers within 8 miles of their home zip code. For rural areas, 98% of subscribers will have access to at least one (1) provider within 15 miles of their home zip code.* If so, list such counties in "Explanation" column. (Alternatively, list those counties in FL for which your plan is operational, but be sure to note what your list represents.)			

	Cost Questions	Reply	Explanation
	Please enter your reply in the "Reply" column and any explanation in the "Explanation" column. Responses beyond 400 characters will not be evaluated.		
1	Confirm that administrative fees will be paid monthly and that the administrative cost will be assessed on a per-employee-per-month (PEPM) basis based on DMS' enrollment counts (self-bill), with no subsequent accounting or year-end reconciliation. The PEPM fee can differ by plan type but not by enrollment tier (e.g. single/family).		
2	Have you identified the costs for any services beyond those specified that you recommend Department consider that are not included in your quoted fees in the Additional Programs section in the chart above? Please outline a description of any service, the charge of said service and your best estimate of the annual cost in the Explanation column.		
3	Confirm that the pricing submitted within this Reply (as well as provider network disruption and stats exhibits provided in Attachment C- Network) is based on your broadest provider networks, both in FL and the US.		
a.	What is the name of this network?		
	Self-Insured Plan - Ongoing Services, Renewals		
4	Respondent will provide a definition of all terms and an itemization of all assumptions used including projected claims, trend factors and the formula involved, plus a complete explanation of the logic inherent in the final renewal rate/fee package.		
5	Respondent will provide annual actuarial services including estimated or actual identification of expenses, including the change in IBNR, claim administration expenses, other expenses (such as, number of transactions/EOBs), and a detailed allocation of administrative cost projections.		
	Self-Insured Plan - Guaranteed Claim Discounts		
6	Is Respondent willing to guarantee medical claim discounts off normal charges? If so, indicate below for what types of services and in the "Explanation" column describe how these guarantees will be measured - you can expand on your description in the additional Cost Explanation section below.		
a.	Hospital Inpatient Discount		
b.	Hospital Outpatient Discount		
c.	Physician Discount		
d.	Out of Network Discount		
e.	Other Services Discount - please describe		
	Self-Insured Plan - Guaranteed Claim Trend Rates		
7	Is Respondent willing to guarantee PEPM medical trend?		
a.	If so, what is Respondent's PEPM medical trend guarantee for PPO Medical Only?		
	What will Respondent's trend guarantee be if Respondent is awarded both PPO and PBM services?		
8	Provide the percentage of ASO fees the Respondent would put at risk for the guaranteed discount/medical trend guarantee.		

Department of MANAGEMENT SERVICES

#REF!

PPO Medical Self-Insured
Wellness Services

Respondent Name:
Blue Cross and Blue Shield of Florida, Inc.

Proposed Program Fees
Confirm the wellness or care management programs that are available via your proposed self-insured PPO Plan

Health Improvement Program - Please review the below programs. Please add rows for additional programs, as necessary.	Year 1 (Effective January 1, 2024)	Year 2 (Effective January 1, 2025)	Year 3 (Effective January 1, 2026)	Year 4 (Effective January 1, 2027)	Year 5 (Effective January 1, 2028)	Year 6 (Effective January 1, 2029)
Wellness Services						
Online Health Risk Questionnaire	[redacted]					
Onsite Biometric Screenings - Includes:						
Total Cholesterol (LDL & HDL)						
Glucose						
Blood Pressure						
Waist Measurement						
BMI						
Other (Add Rows as Necessary)						
Health Coaching						
Telephonic-based coaching - Includes:						
Weight Management						
Nutrition						
Smoking Cessation						
Exercise						
Healthy Pregnancy						
Back Pain						
Stress Management						
Other (Add Rows as Necessary)						
Tobacco Cessation Services						
Tobacco Cessation Program with:						
Specialized Tobacco Cessation Coaching						
Nicotine Replacement Therapy						
Prescription Medications						
Other (Add Rows as Necessary)						
Immunizations						
Organize and sponsor onsite flu shots						
Physical Activity						
Conduct team-based corporate challenges						
Weight loss discount programs						
Fitness club membership reimbursement						
Other (Add Rows as Necessary)						
Online Wellness Tools						
Personalized Portal with:						
Health scores						
Screening results						
Program recommendations						
Health library						
Other (Add Rows as Necessary)						
Online behavior change modules addressing:						
Physical activity						
Tobacco cessation						
Nutrition						
Weight management						
Stress/energy						
Sleep						
Living with a condition						
Other (Add Rows as Necessary)						
Online tracking tools for:						
Physical activity						
Healthy eating and living well						
Living well						
Other (Add Rows as Necessary)						
Telephonic-based Disease Management - Includes:						
Asthma - Adult and Pediatric						
Diabetes						
CAD						
COPD						
Heart Failure						
Chronic Low Back Pain						
Osteoarthritis						
Cerebrovascular/Peripheral Artery Disease						
Behavioral						
Low Back Pain						
Other (Add Rows as Necessary)						
Other						
Insert Here (Add Rows as Necessary)						

Invitation to Negotiate (ITN) for the State of Florida, Department of Management Services (Department)

PPO Medical

Disease Management

Respondent Name:
Blue Cross and Blue Shield of Florida, Inc.

Instructions: Enter the answer to each question in the space provided. Do not change the formatting of this worksheet including adding or deleting rows and/or columns. Be as brief as possible. We are looking for clear, concise answers. Written Replies and Explanations within this excel Attachment must be limited to 400 characters or less. **The portions of a** ~~Written Replies and Explanations beyond~~ **response exceeding the** 400 characters **limit** will not be evaluated.

	Program Component - Complete the table for each health management program to the right:	Asthma	Diabetes	CAD	COPD	Heart Failure	Chronic Low Back Pain	Osteoarthritis	Cerebrovascular/Peripheral Artery Disease	Behavioral	Low Back Pain	Other (Specify)
1	Using your BOB results, for each condition list the % of high risk members	[redacted]										
2	Using your BOB results, for each condition indicate the average participation/% of high risk members that are successfully contacted and actively participate in the ***telephonic*** condition management program.											
3	What is the target age range of members for pediatric programs, if available.											
4	Indicate whether the following are provided for members as a standard part of the program (specify if provided only for certain risk levels, i.e. biometric monitors for high risk CHF only):											
a	Welcome Letter sent to each identified potential participant											
b	Outbound calls											
c	Accept inbound calls											
d	Condition specific assessment											
e	Depression screening											
f	Functional assessment											
g	Condition specific educational materials											
h	Reminder program for routine preventive screenings, gaps, errors and omissions in care											
i	Co-morbid condition management											
j	Routine mail/telephone contact with attending physician											
k	Biometric monitoring/ telehealth devices											
l	Access to on-line condition specific information and health related tracking tools											
m	Onsite services such as condition tracking, health coaching, etc. (Describe onsite services provided)											
n	Other interventions/resources/tools - describe:											

	Please respond to the following questions regarding Respondent's Disease Management		Reply	Explanation
5	Describe Respondent's bundled (all disease states) approach to disease management?	text	[redacted]	
6	If Respondent offers a bundled approach, are you able to "turn off" certain disease states, if requested?	drop down box		
7	Please list any additional disease states that Respondent would recommend be integrated into this contract.	text		
8	Are you able to have one nurse manage all of the member's conditions in your disease management program?	drop down box		
9	Is your enrollment model opt-in or opt-out?	text		
10	How do you define active participation/engagement in your program (opt-in versus opt-out) Please be specific (e.g. individuals with identified condition vs. receiving ongoing telephonic nurse interventions).	text		
11	How do you define graduation from a disease management program?	text		
12	How will disease management coordinate with other health care management programs (e.g., utilization management, pharmacy management, behavioral health, case management)?	text		
13	Describe your methodologies for calculating and reporting cost savings related to disease management.	text		
14	What Return on Investment (ROI) have you experienced with your disease management programs? Describe the specific programs and exactly how you calculate the ROI.	text		
15	Indicate the electronic avenues used/available to communicate with participants (e.g. email, text messaging, secure chat capability with nurse coach, other).	text		
16	Do you notify and communicate/engage with the PCP/treating physician for a patient enrolled in a disease management or wellness program?	drop down box		
17	Are any of your disease management services subcontracted?	drop down box		
17a	If yes, list each outsourced service, corresponding partner and length of time providing each outsourced service.	text		
18	If biometric monitoring/telehealth devices are used, describe how members that decline or are unable to use them are managed.	text		
19	What is Respondent's approach for management of members with co-morbid conditions?	text		

20	What data elements are used to identify/stratify members for condition management? How frequently are the identification/stratification algorithms refreshed?	text	[redacted]
21	Briefly describe program outreach staff including their qualifications and role. Does the program use a primary nurse/coach model?	text	
22	What is the role of the medical director in the disease management program?	text	
23	Does Respondent's disease management program integrate pharmacy information from carve out vendors?	drop down box	
24	Briefly describe the enrollment/engagement outreach process for the disease management program. Include the process for members that are "unable to reach" or those for whom contact information is incomplete or incorrect.	text	

Department of MANAGEMENT SERVICES

#REF!

PPO Medical

Clinical Programs

Respondent Name:
Blue Cross and Blue Shield of Florida, Inc.

Instructions: Enter the answer to each question in the space provided. Do not change the formatting of this worksheet including adding or deleting rows and/or columns. Be as brief as possible. We are looking for clear, concise answers. Written Replies and Explanations within this excel Attachment must be limited to 400 characters or less. **The portions of a** ~~Written Replies and Explanations beyond~~ **response exceeding the** 400 characters ~~**limit**~~ will not be evaluated.

	Program	Does Respondent have a similar program?	Describe the program Respondent is proposing.
1	PreService/Prior Authorization Program	[redacted]	
2	Concurrent Review Program		
3	Post Service Review Program		
4	Discharge Planning/Transition Care Program		
5	Care Consultant Team		
6	High Risk Maternity Program		
7	Neonatal Intensive Care Program (NICU)		
8	Pediatric Program		

9	Complex Case Management	[redacted]
10	Physician Assessment, Treatment and Consultations at Home Services	
11	Oncology Support Program	
12	Palliative Care Program	
13	Hospice Program	
14	Chronic Condition Support Program	
15	24/7 Nurse Line	
16	Integrated Behavioral Health	
17	Rare Condition Program	
18	Transplant Case Management	
19	Obstetrical Case Management (OB)	

Additional Programs - Please include any additional programs Respondent offers and include a description of the program. Add rows as necessary.

Additional Programs	Description
meQ Program	[redacted]
Weight Management (Solera)	
Diabetes Management (Livongo)	
Onsite: Florida Blue Centers	
Avoidable Emergency Room Utilization Program	
Digital Health Management Program	

Invitation to Negotiate (ITN) for the State of Florida, Florida Department of Management Services ("Department")

PPO Medical Self-Insured

GEO Access

Respondent Name:

Blue Cross and Blue Shield of Florida, Inc.

Instructions: Please complete the below charts using the subscriber census file. Please request the census file from the Procurement Officer. Please provide access, based on your broadest provider network in Florida. Note that it is important that you follow exact parameters of the charts below. Provide a geo-access report in electronic format as well. Name the file: [Respondent's Name]_Geo Access Med_Plan Type.

Current Count of Medical Subscribers	167,047

			PPO - Broad			Supplemental - Urban / Suburban / Rural - Report					
			Access Criteria		BlueOptions (NetworkBlue) for Florida and BlueCard PPO for all other states	Access Criteria		BlueOptions (NetworkBlue) for Florida and BlueCard PPO for all other states URBAN	BlueOptions (NetworkBlue) for Florida and BlueCard PPO for all other states SUBURBAN	Access Criteria		BlueOptions (NetworkBlue) for Florida and BlueCard PPO for all other states RURAL
1		Type of Provider	Number of Providers	Miles from Residence	Percentage Meeting Access	Number of Providers	Miles from Residence	Percentage Meeting Access	Percentage Meeting Access	Number of Providers	Miles from Residence	Percentage Meeting Access
	Primary Care Provider (PCP)	Adult Physicians/Family/General Practitioner/Internists	[redacted]									
	Specialist Providers	Pediatricians										
		Obstetricians/Gynecologists										
		Anesthesiologist										
		Cardiologists										
		Neonatologist										
		Neurologists										
		Nutritionists										
		Dermatologists										
		Oncologists										
		Orthopedists										
		Ophthalmologists										
		Optometrists										
		Psychiatrists										
		Clinical Psychologists										
		Licensed Medical Social Workers										
	Facilities	Acute Care Hospitals										
		MHSA Inpatient Facilities										
		MHSA Outpatient Facilities										
		MHSA Outpatient Specialty Facilities (alternative facilities, e.g. Halfway houses, intensive outpatient treatment)										
2		Briefly describe your methodology for geo-analysis, including:										
	a.	Software used and when last updated										
	b.	Definition of distance if not driving distance										

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. SUBCONTRACTORS' LIST

Company Name	Services	Contact	Address	Telephone
[redacted]