Department of MANAGEMENT SERVICES
We serve those who serve Florida

REDACTED COPY

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

CONTRACT
FOR
HMO HEALTH INSURANCE
DMS-22/23-072A
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CAPITAL HEALTH PLAN, 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

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with office at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Capital Health Plan, Inc. (Contractor), with office at 2140 Centerville Place, PO Box 15349, Tallahassee, Florida 32317, 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-22/23-072 for Health Maintenance Organization (HMO) Health Insurance;

WHEREAS, through the ITN the Contractor was awarded the HMO contract for Region Two, which includes Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla Counites; 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:

"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 applicatioen 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.

“Plan(s)” 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 1, 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 in Region 2 (Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla Counites). 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:

Fully Insured HMO - State Employees' Health Insurance Trust Fund: 72 7275 73 2 668003 72750200 00, Appropriation Category: Payments to HMOs, Category Code: 310340, Organization Code: 72750200805, 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 its response to the ITN. A transfer or sale fifty percent (50%) or more of Contractor's equity interests (whether in a single transaction or series of transactions), or a sale of substantially all of Contractor's assets shall constitute an impermissible assignment subject to the provisions of section 10.2.

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 shall be entitled to any and all equitable relief available by law.
(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 damages or other costs, fees, expenses, losses, or 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 to 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:

Darrell Gholar
State Group Insurance
Department of Management Services
4050 Esplanade Way, Suite 217D
Tallahassee, FL 32399-0950
Telephone: 850-921-4504
Email: darrell.gholar@dms.fl.gov

Contractor's Account Manager is:

Deborah Sisk
Account Executive
Capital Health Plan Inc.
P.O. Box 15349

Tallahassee, FL 32317-5349
Telephone: 850-383-3329
Email: djsisk@chp.org

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:

Darrell Gholar
State Group Insurance
Department of Management Services
4050 Esplanade Way, Suite 217D
Tallahassee, FL 32399-0950
Email: darrell.gholar@dms.fl.gov

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

Deborah Sisk
Account Executive
Capital Health Plan Inc.
P.O. Box 15349
Tallahassee, FL 32317-5349
Email: djsisk@chp.org

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

DEPARTMENT OF MANAGEMENT SERVICES

Signature: DocuSigned by: Pedro Allende C94713929499485...

Print Name and Title: Pedro Allende, Secretary

Date: 9/20/2023 | 9:52 PM EDT

CAPITAL HEALTH PLAN, INC.

Signature: DocuSigned by: Sabin Bass 2D20FA1F83074AA...

Print Name and Title: Sabin Bass President, CEO

Date: 9/15/2023 | 2:16 PM EDT

Invitation to Negotiate (ITN) for the State of Florida, Department of
HMO Fully-Insured, Carve-Out
Administrative Requirements

Respondent Name:

Capital Health Plan

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(s), 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 the 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 PG 1: Performance Guarantees 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.
II.	**Account Management**
4	**Account Manager**
	a. Awarded Respondent shall assign a dedicated Account Manager as 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' third party consultant.
5	**Account Director/Executive**
	a. Awarded Respondent shall assign a dedicated Account Director/Executive as a 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.
	d. 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' 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.
	h. The Account Management Team may be subject to two Performance Reviews developed and conducted by Department each year. If any Performance Review score is less than the measurement criteria, an action plan must be implemented as mutually agreed to by Department and Awarded Respondent. Performance will be measured using a Report Card and such review shall be subject to the provisions of PG 4.

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 **(<u>but not necessarily exclusive</u>)** claims supervisor for Department.
	b. Awarded Respondent shall assign dedicated **(<u>but not necessarily exclusive</u>)** claims processors/adjustors for Department.
	c. Awarded Respondent shall assign a dedicated **(<u>but not necessarily exclusive</u>)** claims facility for 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.
10	**Quarterly Meeting**
	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, which may be held in-person, telephonically, or virtually, throughout the term of the contract, including the16-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, 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) for all 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.myflorida.com/mybenefits).
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 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~~ **the designated number of** days after receipt of the enrollment data file or notice from the Department or its designated agent:
	a.) Summary Plan Description (SPD) **- ten (10) business days**, and
	b.) Identification Card(s) (ID Card) **- four (4) business days**.
22	When Awarded Respondent mails the **ID cards**, 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 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. **SPDs can be provided electronically within the timeframe specified, unless a member requests a mailed copy.**
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.
27	**Responding to Requests for Legislative Initiatives**
	Awarded Respondent shall make available all necessary resources (including, but not
	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 **(but not necessarily 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 **(but not necessarily 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 **(but not necessarily 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 **(but not necessarily exclusive)** Customer Service Unit (including by an approved Subcontractor).
	d. The Customer Service Unit shall have staff with skills, services, and equipment to assist hearing and vision impaired Participants.
	e. The Customer Service Unit shall have the ability to assist Participants who contact the unit with only their name and/or SSN.
	f. The Customer Service Unit 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 **(but not necessarily 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 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 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 **(but not necessarily exclusive)** Customer Service Unit.
	n. The Customer Service Unit 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 PGs 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' eligibility file.
	b. The Awarded Respondent agrees that Department' 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. 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 19.
	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 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 15.
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.

48	**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 18
49	**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**
50	**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.
51	**Standard Claims Administration Practices**
	The Awarded Respondent shall receive, process and adjudicate claims in accordance with best industry practices using nationally recognized standards.
52	The Awarded Respondent shall accommodate both a standard **HMO** plan and an HSA qualified High Deductible Health Plan design, as described in Department's Plan Benefits Documents.
53	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.
54	The Awarded Respondent agrees to make available a post-COBRA fully insured conversion policy to all terminated Participants.
55	The Awarded Respondent shall process claims in accordance with PGs 26-29.
56	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.
57	The Awarded Respondent shall determine order of liability for Coordination of Benefits as prescribed by applicable state and federal law, including Medicare.
58	The Awarded Respondent shall conduct other coverage liability (OCL) verification annually.
59	**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.
60	**Coordination with Medicare's Third-Party Administrators**
	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.
61	The Awarded Respondent shall allow for and establish automatic crossover of claims directly from Medicare.

62	**Explanation of Benefits Statement (EOB)**
	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.
63	**Accounting System**
	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.
64	**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, 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. This does not include appeal determination letters.
	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.
65	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.
66	**Medical Necessity Determination and Review**
	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.
67	Awarded Respondent shall provide copies of medical policy guidelines upon the request of Department.
68	**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**
69	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.
70	The Awarded Respondent shall provide all required reports and/or deliverables to the Department and/or its authorized third parties 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 ensure program integrity.
71	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.
72	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 22-29.
	Weekly Reports include:
	a) Eligibility Discrepancy Reports
	i.) Duplicate records report
	ii.) Reject records report
	iii.) Address errors report
	Monthly Reports include:
	a. Paid Claims Summary Report
	A paid claims summary report both by plan (Standard or Health Investor), and by subgroup.
	b. Capitation (if applicable)
	c. Administrative/Network Fees (if applicable)
	d. Premiums (if applicable)
	e. Quarterly Reports include:
	f. Performance Standards 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 Standards 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).

g. 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).
h. Fraud, Abuse and Waste Report
The Awarded Respondent shall provide a report with complete details of all instances of fraud, abuse and/or waste.
i. Clinician Staffed Toll-Free Service Line Report
The Awarded Respondent shall provide a utilization report.
j. 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.
k. 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.
l. 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.
m. 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).
n. 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:
- Case Management
- Disease Management
- Utilization Management
o. Internal Audit Report
The Awarded Respondent shall provide a report of internal audit results.
p. Nurse helpline Statistics
q. Emergency Room Utilization
r. High Performance Network utilization, if applicable
Annual Reports include:
s. Renewal Report
The Awarded Respondent shall provide a rate renewal report, which shall include at least the following information:
• 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;
• Disclosure of supporting data used in calculations, including enrollment, large claims analyses, trend analyses, demographic analyses, etc.;
• 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.
t. 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.

	u. 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.
	v. 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
IX.	**Clinical Services**
73	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.
74	**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.
75	**Prenatal Education and Early Intervention Program**
	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**
76	**Readiness Assessment.**
	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.
77	**Compliance and Performance Audits**
	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.

78	**Audits**
	a. Awarded Respondent shall provide the State, Department and the Department' 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; 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.
79	Awarded Respondent agrees to the additional audit provisions of Contract Section 5 Audit Rights.
80	**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.
XI.	**Payment Specifications**
81	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.
82	Awarded Respondent shall provide any payments to the State through the normal transmittal process (i.e. EFT transfer from the provider) and by State determined due dates.
83	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.
	Invoicing for Contracted Fees
	a. Awarded Respondent shall provide Department an itemized invoice for 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.
84	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**
85	Following the termination of the Contract, Awarded Respondent shall ensure that the Services required by this ITN and subsequent Contract are maintained at the required level of proficiency.
86	**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.
87	Through the end of 16-months following the effective date of termination of the Contract, Awarded Respondent shall continue to provide the following:
	- Mailroom services
	- Appeals Services
	- System/technical services
	- Claim entry, adjudication and adjustments based on the Plan Benefits Document
	- Cost containment services
	- Coordination of Benefits
	- Subrogation tasks
	- Customer service and call center operations
	- Medical review as necessary
	- Issue payments/checks and Explanation of Benefits Statements
	- Collection of overpayments
	- Banking activities
	- Reports
	- Department and Plan Participants shall continue to have the same current online system access to information
	- Other tasks as required by Department
88	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.
89	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:
	- Continued provision of all Services until a subsequent Awarded Respondent is prepared to provide all essential Services
	- Awarded Respondent’s cooperation with Department, its consultant or designee and the succeeding vendor designated by Department
	- Notification and description of current procedures
	- Listing of equipment and software licenses in use to provide the Services

	- Explanation of operations
	- Submission of a schedule for timely transition activities
	- Return of all Department-owned materials
	- Respond to all inquiries on an as-needed basis
	d. For the services identified in item (c.) above, the services shall 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**
90	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.
91	Awarded Respondent must own at least 80% of their proposed network within the State. 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.
92	Awarded Respondent shall notify Department immediately if the Awarded Respondent loses any accreditation, licenses or liability insurance coverage.
93	Awarded Respondent shall provide annual certification of bonds and insurance coverages, consistent with Section 8 of the Contract.
94	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.
95	Awarded Respondent shall cover all costs associated with legal defense in the event of any Plan-related litigation.
96	Awarded Respondent shall absorb all costs associated with any benefit design changes.
97	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.

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

HMO Fully-Insured, Carve-Out

Performance Guarantees

Respondent Name:
Capital Health Plan

	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	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 the Implementation date as long as Department has signed off on the benefit set-up at least 120 calendar days prior to the implementation date.	One (1) time measurement	$30,000
Account Management					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
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 held in the Fall	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, 95% 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 95%
6b		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas, 95% 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 95%
6c		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 95% 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 95%.
6d	Access to Specialists and Obstetricians/ Gyenocologists	Respondent will maintain a network of participating physicians to provide services under the plan.	a.) For urban areas, 95% 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 95%
6e		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas, 95% 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 95%
6f		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 95% 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 95%
6g	Access to Pediatricians	Respondent will maintain a network of participating physicians to provide services under the plan.	a.) For urban areas, 95% 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 95%
6h		Respondent will maintain a network of participating physicians to provide services under the plan.	b.) For suburban areas, 95% 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 95%
6i		Respondent will maintain a network of participating physicians to provide services under the plan.	c) For rural areas, 95% 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 95%
7a	Access to Hospitals	Respondent will maintain a network of participating hospitals to provide services under the plan.	a.) For urban 95% 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 95%

7b		Respondent will maintain a network of participating hospitals to provide services under the plan.	a.) For suburban areas,95% 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 95%
7c		Respondent will maintain a network of participating hospitals to provide services under the plan.	b) For rural areas, 95% 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 95%
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 30.4 seconds wills result in a financial consequence 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 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%).
14c	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.	99.0% 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%
Data Processing					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
15	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 all paid claims activity shall be delivered no later than the 25th calendar day following the reporting month	Monthly	$2,000 per day foreach business day that any such data is not provided as required
16	Plan Data	A complete file of all medical paid claims activity shall be submitted to Department' PBM, within the time period specified (AR-49)	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
17	Plan Data	A complete file of all claim accumulators shall be submitted to Department' PBM, within the time period specified (AR-48)	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
18	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-48)	100% of requested data shall be delivered no later than the 20th calendar day following the reporting month	Monthly	$2,000 per day for each business day that any such data is not provided as required
19	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
20	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
21	Eligibility	Eligibility Discrepancies - Eligibility discrepancies shall be reported to Department in the time frame specified (AR-44)	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
22	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-72)	Due weekly: Within 2 business days of end of the reporting week	Monthly	$500 per day for each calendar day past the due date that a report or deliverable is not received
23	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-72)	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
24	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-72)	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
25	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-72)	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
26	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to deminimus errors and omissions, as determined by Department.) (AR-72)	100% of weekly reports or deliverables shall be mathematically and otherwise accurate	Monthly	$2,000 per report or deliverable deemed inaccurate by the Department
27	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to deminimus errors and omissions, as determined by Department.) (AR-72)	100% of monthly reports or deliverables shall be mathematically and otherwise accurate	Monthly	$2,000 per report or deliverable deemed inaccurate by the Department
28	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to deminimus errors and omissions, as determined by Department.) (AR-72)	100% of quarterly reports or deliverables shall be mathematically and otherwise accurate	Quarterly	$2,000 per report or deliverable deemed inaccurate by the Department
29	Accuracy of the Reports and Deliverables	Reports and deliverables that are delivered to Department shall be accurate. (Does not apply to deminimus errors and omissions, as determined by Department.) (AR-72)	100% of annual reports or deliverables shall be mathematically and otherwise accurate	Annually	$2,000 per report or deliverable deemed inaccurate by the Department
Medical Management					
	Performance Indicator	**Standard/Goal**	**Measurement Criteria**	**Measurement Frequency**	**Amount at Risk**
30	Documented Care Plan	Case management cases will have a documented care plan in place. Documented Care Plan is defined as, at a minimum, the case plan must identify one (1) short term goal, and one (1) long term goal. Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	85% of applicable cases will have a documented care plan	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
31	Preadmission Outreach Call	Documentation of an outbound call will be provided (telephone number must be in eligibility system). Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	95% of members meeting criteria for receiving a preadmission outreach will be contacted	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
32	Clinical Review	Documentation of review (or attempts) and discharge planning (telephone number must be in eligibility system). Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	95% of the admissions that meet the criteria for clinical review will receive be contacted	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
33	High-risk Outreach Call	Documentation of attempted member contact (telephone number must be in eligibility system). Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	95% of members meeting criteria for receiving a high-risk outreach will be contacted	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
34	Complex Case Management	Documentation of attempted member (telephone number must be in eligibility system) and physician contact. Those members that are reached will have a documented assessment. Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	95% of the members meeting criteria for participation in the complex case management program or the members' doctors will be contacted	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
35	High Claimant Outreach Call	Documentation of referral for outreach and two attempts to contact the member (telephone number must be in eligibility system) documented. Those members that are appropriately reached will have a documented assessment. Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	90% of the members meeting $100,000 claims threshold will be contacted	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.
36	Medical Director Review	Documentation of a referral and the Medical Director intervention. Contractor shall provide an annual statement attesting that the Contractor is utilizing best efforts to achieve the standard/goal.	95% of those cases meeting criteria for Medical Director review will be reviewed	Annually	$2,000 for failing to provide the annual attestation by December 31 of the plan year.

Department of MANAGEMENT SERVICES

#REF!

HMO Medical

Medical Pricing - Fully-Insured HMO with Carve-in / Carve-out Rx Services

Respondent Name:
Capital Health Plan

Indicate Carve-in or Carve-out
Carved-out

For pricing purposes under this contract for the initial term, the Department makes the following selections:

Medical Only with Pharmacy Carve-Out will be used for Actives, COBRA, & Early Retirees

Medical with Pharmacy Carve-In will be used for Medicare-Eligible Retirees

- Rates must be provided for the initial three year contract period (entirety of 2024 - 2026) in the chart below. The contract for this ITN includes an additional three - one or multiyear year extension (each of 2027, 2028 and 2029). Please refer to the Cost Questions towards the end of this tab to confirm any rate guarantees or caps Respondent is offering for the additional years.
- If replying to a fully-insured HMO option, premium rates should be input in this tab. Below premium should assume NO commissions are paid to any broker or consultant.
- Premiums should assume administration of current two plan options - Standard and HDHP HMOs. See Attachment A - Administrative Requirements for additional information on how to access detailed plan designs. It is assumed these plans will be used in Florida.

Instructions: Provide premium rates for those regions in which you have a full service area/robust offering and wish to submit a fully-insured proposal.

				2024							
				Monthly Premium Rates Effective for Calendar Year 2024				Monthly Premium Rates Effective for Calendar Year 2024			
				Medical with Pharmacy Carve-In Actives, COBRA, & Early Retirees		Medical with same Pharmacy Carve-In as Actives for Medicare-Eligible Retirees		Medical Only with Pharmacy Carve-Out Actives, COBRA, & Early Retirees		Medical Only with Pharmacy Carve-Out Medicare-Eligible Retirees	
Region*	**Total Coverage Tier**	**Current HMO Active/COBRA, Early Retiree Enrollment***	**Current HMO Medicare-Eligible Retiree Enrollment***	**HMO Standard Plan**	**HMO HDHP**	**HMO Standard Plan**	**HMO HDHP**	**HMO Standard Plan**	**HMO HDHP**	**HMO Standard Plan**	**HMO HDHP**
Region 1	Employee/Retiree Only	966	224								
	Employee/Retiree + Family	1,645									
Region 2	Employee/Retiree Only	9,657	5,757	[redacted]							
	Employee/Retiree + Family	14,065									
Region 3	Employee/Retiree Only	3,556	314								
	Employee/Retiree + Family	6,185									
Region 4	Employee/Retiree Only	2,604	388								
	Employee/Retiree + Family	3,879									
Region 5	Employee/Retiree Only	3,169	237								
	Employee/Retiree + Family	4,629									
Region 6	Employee/Retiree Only	4,777	405								
	Employee/Retiree + Family	7,097									
Region 7	Employee/Retiree Only	1,158	42								
	Employee/Retiree + Family	1,533									
Region 8	Employee/Retiree Only	794	26								
	Employee/Retiree + Family	1,154									
Region 9	Employee/Retiree Only	5,861	143								
	Employee/Retiree + Family	6,541									

** Based on county where Department employee resides or works. Current enrollment in HMO plans, includes enrolled COBRA participants.*

REDACTED COPY

2025							
Monthly Premium Rates Effective for Calendar Year 2025				Monthly Premium Rates Effective for Calendar Year 2025			
Medical with Pharmacy Carve-In Actives, COBRA, & Early Retirees		Medical with same Pharmacy Carve-In as Actives for Medicare-Eligible Retirees		Medical Only with Pharmacy Carve-Out Actives, COBRA, & Early Retirees		Medical Only with Pharmacy Carve-Out Medicare-Eligible Retirees	
HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP
[redacted]							

2026							
Monthly Premium Rates Effective for Calendar Year 2026				Monthly Premium Rates Effective for Calendar Year 2026			
Medical with Pharmacy Carve-In Actives, COBRA, & Early Retirees		Medical with same Pharmacy Carve-In as Actives for Medicare-Eligible Retirees		Medical Only with Pharmacy Carve-Out Actives, COBRA, & Early Retirees		Medical Only with Pharmacy Carve-Out Medicare-Eligible Retirees	
HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP	HMO Standard Plan	HMO HDHP
[redacted]							

Service Area

Confirm the service areas to which the above proposed HMO premium rates apply based on the Department defined HMO service areas. The Department allows employees to elect HMO coverage utilizing either their listed "work county" or the county in which their permanent residence is located. (Note- enrollment in a Respondent's option is limited to the regions Respondent is awarded as a result of this ITN, but a Respondent's plan access will be "opened" beyond the counties included in each awarded region. For example, a Respondent's plan is awarded HMO services for region 3 only; however, the Respondent's plan operates in every county in FL and members who reside or work in region 3 and are enrolled in the Respondent's plan may seek care from network providers in any county in the state or outside of the state when network physicians and facilities are available.)

	Regions	Confirm Access in Responding Regions	Explanation (e.g., access only available in portions of the indicated county)
Region 1	Bay	No	
	Calhoun	No	
	Escambia	No	
	Gulf	No	
	Holmes	No	
	Jackson	No	
	Okaloosa	No	
	Santa Rosa	No	
	Walton	No	
	Washington	No	
Region 2	Franklin	Yes	Eligibility in entire county for those that either live or work in this county
	Gadsden	Yes	Eligibility in entire county for those that either live or work in this county
	Jefferson	Yes	Eligibility in entire county for those that either live or work in this county
	Leon	Yes	Eligibility in entire county for those that either live or work in this county
	Liberty	Yes	Eligibility in entire county for those that either live or work in this county
	Madison	Yes	Eligibility in entire county for those that either live or work in this county
	Taylor	Yes	Eligibility in entire county for those that either live or work in this county
	Wakulla	Yes	Eligibility in entire county for those that either live or work in this county

Cost Questions

		Please enter your reply in the "Reply" column and any explanation in the "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.	Reply	Explanation
1		Confirm the replies which Respondent is submitting:	Provided	Replies for fully insured HMO for both Active/Cobra/Early Retirees and Medicare Retirees (EGWP) offered as either a medical only plan are medical with pharmacy carve-in.
	a	Fully-Insured HMO option(s) with prescription drug benefit (i.e., Rx carve-in)	Confirmed	Prescription drug benefit rates based on open formulary with broad pharmacy network.
	b	Response includes Department HMO Service Region 1?	Do Not Confirm	
	c	Response includes Department HMO Service Region 2?	Confirmed	
	d	Response includes Department HMO Service Region 3?	Do Not Confirm	
	e	Response includes Department HMO Service Region 4?	Do Not Confirm	
	f	Response includes Department HMO Service Region 5?	Do Not Confirm	
	g	Response includes Department HMO Service Region 6?	Do Not Confirm	
	h	Response includes Department HMO Service Region 7?	Do Not Confirm	
	i	Response includes Department HMO Service Region 8?	Do Not Confirm	
	j	Response includes Department HMO Service Region 9?	Do Not Confirm	
		Proposed Premiums	**Reply**	**Explanation**
2		Are above rates guaranteed and firm as of your proposal submission?	Yes	
	a	If not, when will firm rates for 2024 be available?	N/A	
3		Please confirm if the above rates for years 2024 - 2026 include a rate guarantee or rate increase caps for the additional years in which the contract may be extended:		
	a	2027? If so, describe in "Explanation" column.	Yes	We propose a minimum 95.0% medical loss ratio guarantee for the combined Commercial Standard and HDHP. In the event the actual MLR is below the target, CHP will issue a rebate to the State of Florida. The MLR, as well as the timing and amount of any rebates, will be determined in accordance with Section 2718 of the Public Health Service Act and implementing regulations.
	b	2028? If so, describe in "Explanation" column.	Yes	We propose a minimum 95.0% medical loss ratio guarantee for the combined Commercial Standard and HDHP. In the event the actual MLR is below the target, CHP will issue a rebate to the State of Florida. The MLR, as well as the timing and amount of any rebates, will be determined in accordance with Section 2718 of the Public Health Service Act and implementing regulations.
	c	2029? If so, describe in "Explanation" column.	Yes	We propose a minimum 95.0% medical loss ratio guarantee for the combined Commercial Standard and HDHP. In the event the actual MLR is below the target, CHP will issue a rebate to the State of Florida. The MLR, as well as the timing and amount of any rebates, will be determined in accordance with Section 2718 of the Public Health Service Act and implementing regulations.
4		Are you willing to update your proposed rates if Department modifies the service area on which you have initially developed your rates? Note in "Explanation" column any limitations on Department modifying this baseline service area.	Yes	We will work with the department to provide coverage in the service area supported by our network.
5		How did you select the service area in which you are proposing for your fully-insured option?		The service area is based on where we have contracted with providers and built a robust network that meets the health needs of our members.
6		Confirm that rates for Medicare Retiree plans coordinate with Medicare on the same basis as current (see Attachment A - Administrative Requirements for instructions on how to obtain details on current plan designs). Note any caveats in "Explanation" column.	Yes	The rates proposed for the Medicare Retiree plans are the current Employer Group Waiver Plans (EGWP) that are offered to retirees.
7		~~Confirm that if you have submitted rates for a fully insured HMO then you will be able to provide the State with all the data it requires to annually file for RDS.~~ This question has been removed, plase disregard.		
		Underwriting Assumptions	**Reply**	**Explanation**
8		a) Minimum enrollment assumptions?	No	The rates are not contingent on meeting a minimum enrollment threshold.
9		b) Minimum employer contribution levels?	No	The rates are not contingent on employer contribution levels.
10		d) Please disclose other caveats or assumptions for the Department's consideration in the explanation column.	N/A	There are no additional underwriting caveats or assumptions that the rates are contingent on.
		Provider Networks	**Reply**	**Explanation**
11		Confirm the provider network that you are proposing and basing your above quoted premiums represents your broadest provider network?	Confirmed	
12		Do you have an alternative (e.g., narrower) provider network that would be available? If so, describe in "Explanation" column basis/ fundamentals for this alternative.	No	
13		If proposing an alternative, what would be the impact on above proposed premiums should Department choose to offer instead?	N/A	
		Member Service	**Reply**	**Explanation**
14		Identify which of the below services are included in Member Services on which your proposal is based.		
	a	General customer service via toll free number to address questions on plan designs, provider networks, ID cards, etc.	Yes	
	b	Advocacy, including claim resolution support	Yes	
	c	Assist members in selecting quality providers within network for specific care situations, including leverage the State's cost transparency tool	Yes	
	d	Help schedule provider appointments for members	Yes	
	e	Assist with use of State's health care cost and quality tool	Yes	
	f	Provide expert medical second opinions	Yes	
	g	Offer other member services? Describe in "Explanation" column.		
	h	Offer other member services? Describe in "Explanation" column.		
	i	Offer other member services? Describe in "Explanation" column.		
	j	Offer other member services? Describe in "Explanation" column.		
		Additional Services - Not included in quoted fees	**Reply**	**Explanation**
15		Please identify any services beyond those specified that you recommend Department consider that are not included in your quoted fees. Please outline a description of any service, the charge of said service and your best estimate of the annual cost in the Explanation column.		No additional fees for additional services recommended.
	a	Additional Services (add rows as necessary)		
	b	Additional Services (add rows as necessary)		
	c	Additional Services (add rows as necessary)		
	d	Additional Services (add rows as necessary)		
		Broker Commissions	**Reply**	**Explanation**
16		Confirm proposed fees are net of commissions (no commissions)	Confirmed	No commission load applied to fees. Rates do not include the MFMP fee as requested by the Negotiation Team in email on March 29, 2023.

Department of MANAGEMENT SERVICES

#REF!

HMO Medical

Wellness Services - Fully-Insured HMO with Carve-in / Carve-out Rx Services

Respondent Name:
Capital Health Plan, Inc.

Indicate Carve-in / Carve-out
Carved-in

Proposed Program Fees
Confirm the wellness or care management programs that are available via your proposed fully-insured HMO Plan.

Health Improvement Programs - Please review the below programs and confirm if these programs are included in your fully-insured HMO Plan. Please add rows for additional programs offered, 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	Yes	Yes	Yes	Yes	Yes	Yes
Onsite Biometric Screenings - Includes:	Yes	Yes	Yes	Yes	Yes	Yes
Total Cholesterol (LDL & HDL)	Yes	Yes	Yes	Yes	Yes	Yes
Glucose	Yes	Yes	Yes	Yes	Yes	Yes
Blood Pressure	Yes	Yes	Yes	Yes	Yes	Yes
Waist Measurement	Yes	Yes	Yes	Yes	Yes	Yes
BMI	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Health Coaching						
Telephonic-based coaching - Includes:	Yes	Yes	Yes	Yes	Yes	Yes
Weight Management	Yes	Yes	Yes	Yes	Yes	Yes
Nutrition	Yes	Yes	Yes	Yes	Yes	Yes
Smoking Cessation	Yes	Yes	Yes	Yes	Yes	Yes
Exercise	Yes	Yes	Yes	Yes	Yes	Yes
Healthy Pregnancy	Yes	Yes	Yes	Yes	Yes	Yes
Back Pain	Yes	Yes	Yes	Yes	Yes	Yes
Stress Management	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Tobacco Cessation Services						
Tobacco Cessation Program with:						
Specialized Tobacco Cessation Coaching	Yes	Yes	Yes	Yes	Yes	Yes
Nicotine Replacement Therapy	Yes	Yes	Yes	Yes	Yes	Yes
Prescription Medications	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Immunizations						
Organize and sponsor onsite flu shots	Yes	Yes	Yes	Yes	Yes	Yes
Physical Activity						
Conduct team-based corporate challenges	Yes	Yes	Yes	Yes	Yes	Yes
Weight loss discount programs	Yes	Yes	Yes	Yes	Yes	Yes
Fitness club membership reimbursement	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Online Wellness Tools						
Personalized Portal with:						
Health scores	Yes	Yes	Yes	Yes	Yes	Yes
Screening results	Yes	Yes	Yes	Yes	Yes	Yes
Program recommendations	Yes	Yes	Yes	Yes	Yes	Yes
Health library	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Online behavior change modules addressing:						
Physical activity	Yes	Yes	Yes	Yes	Yes	Yes
Tobacco cessation	Yes	Yes	Yes	Yes	Yes	Yes
Nutrition	Yes	Yes	Yes	Yes	Yes	Yes
Weight management	Yes	Yes	Yes	Yes	Yes	Yes
Stress/energy	Yes	Yes	Yes	Yes	Yes	Yes
Sleep	Yes	Yes	Yes	Yes	Yes	Yes
Living with a condition	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Online tracking tools for:						
Physical activity	Yes	Yes	Yes	Yes	Yes	Yes
Healthy eating and living well	Yes	Yes	Yes	Yes	Yes	Yes
Living well	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Telephonic-based Disease Management - Includes:						
Asthma - Adult and Pediatric	Yes	Yes	Yes	Yes	Yes	Yes
Diabetes	Yes	Yes	Yes	Yes	Yes	Yes
Coronary Artery Disease	Yes	Yes	Yes	Yes	Yes	Yes
Chronic Obstructive Pulmonary Disease	Yes	Yes	Yes	Yes	Yes	Yes
Heart Failure	Yes	Yes	Yes	Yes	Yes	Yes
Chronic Low Back Pain	Yes	Yes	Yes	Yes	Yes	Yes
Osteoarthritis	Yes	Yes	Yes	Yes	Yes	Yes
Cerebrovascular/Peripheral Artery Disease	Yes	Yes	Yes	Yes	Yes	Yes
Behavioral	Yes	Yes	Yes	Yes	Yes	Yes
Low Back Pain	Yes	Yes	Yes	Yes	Yes	Yes
Other *(Add Rows as Necessary)*						
Other						
Insert Here *(Add Rows as Necessary)*						

Department of MANAGEMENT SERVICES

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

HMO Medical

Disease Management

Respondent Name:
Capital Health Plan, Inc.

Indicate Carve-in / Carve-out
Carved-in

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. 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	High: 10.65%	High: 22%	High: 13%	High: 18%	High: 1.5%	High: N/A	High: N/A	High: 2.6% (PAD)	High: 13.25%	High: 70%	High: 48%
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.	High: N/A	High: N/A	High: 50%	High: 50%	High: N/A	High: N/A	High: N/A	High: 100% evaluated by PCP in office	High: N/A	High: 100% are seen by PCP	High: N/A
3	What is the target age range of members for pediatric programs, if available.	6-10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	Yes	Yes
b	Outbound calls	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
c	Accept inbound calls	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
d	Condition specific assessment	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
e	Depression screening	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	No	No

f	Functional assessment	No	No	No	No	No	No	No	No	No	Yes	Yes
g	Condition specific educational materials	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
h	Reminder program for routine preventive screenings, gaps, errors and omissions in care	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
i	Co-morbid condition management	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
j	Routine mail/telephone contact with attending physician	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
k	Biometric monitoring/ telehealth devices	No	No	No	No	Yes	No	No	Yes	No	No	No
l	Access to on-line condition specific information and health related tracking tools	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
m	Onsite services such as condition tracking, health coaching, etc. (Describe onsite services provided)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	No
n	Other interventions/resources/tools - describe:	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes

	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**	Bundled- All disease management program interactions with patients are worked simultaneously. Patient interactions include a review of the patient's disease states and advice/interventions are discussed accordingly.	
6	If Respondent offers a bundled approach, are you able to "turn off" certain disease states, if requested?	**drop down box**	Yes	All disease management program interactions with patients are worked simultaneously. Patient interactions include a review of the patient's disease states and advice/interventions are discussed accordingly.
7	Please list any additional disease states that Respondent would recommend be integrated into this contract.	**text**	Nothing at this time.	
8	Are you able to have one nurse manage all of the member's conditions in your disease management program?	**drop down box**	Yes	Members requiring intensive nursing intervention and management are referred to Complex Case Management.
9	Is your enrollment model opt-in or opt-out?	**text**	Opt-out	
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**	As an opt-out program all members receive program information, until they notify CHP that they no longer wish to receive information. Opt-out rate is well below 1%.	
11	How do you define graduation from a disease management program?	**text**	Members are included in the DM programs as long as they meet the inclusion criteria or they request removal as indicated above.	

12	How will disease management coordinate with other health care management programs (e.g., utilization management, pharmacy management, behavioral health, case management)?	**text**	During communications with members, if needs are expressed that the DM staff is unable to address, the member is referred internally to the appropriate staff.		
13	Describe your methodologies for calculating and reporting cost savings related to disease management.	**text**	For large population cohorts like diabetics, a key method is to compare risk adjusted efficiency scores (observed versus expected costs based on illness burdens). The plan also tracks performance on relevant HEDIS indicators and levels of engagement through “opt-out” monitoring.		
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**	Results fluctuate but generally efficiency scores for our largest diabetic DM populations are favorable due to lower rates of avoidable rescue care. Engagement levels are consistently very high with less than 1% opting out.		
15	Indicate the electronic avenues used/available to communicate with participants (e.g. email, text messaging, secure chat capability with nurse coach, other).	**text**	Primary communication with members in the DM program is telephonic or mail, Secure email communication is available through the patient portal.		
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**	Yes		
17	Are any of your disease management services subcontracted?	**drop down box**	No		
17a	If yes, list each outsourced service, corresponding partner and length of time providing each outsourced service.	**text**	N/A		
18	If biometric monitoring/telehealth devices are used, describe how members that decline or are unable to use them are managed.	**text**	N/A		

19	What is Respondent's approach for management of members with co-morbid conditions?	**text**	CHP mission statement addresses evidenced based care coordinated by the PCP. The PCP is central to management of the patients most particularly , those patients with multiple chronic conditions. When patients with comorbid conditions are enrolled in the DM programs, the PCPs are notified.		
20	What data elements are used to identify/stratify members for condition management? How frequently are the identification/stratification algorithms refreshed?	**text**	Patients risk is assessed annually. The DxCG algorithms are used to identify risks. The patients with the highest risk are offered the opportunity to be evaluated in the Nancy Van Vessem, MD, Center for Healthy Aging.		
21	Briefly describe program outreach staff including their qualifications and role. Does the program use a primary nurse/coach model?	**text**	Disease Management staff include 7 RNs with multiple years of experience. Primary coach model is not used. However, one nurse may be more experienced in a particular disease state. If a member has specific issues, the nurses refer internally to the most experienced nurse of that condition.		

22	What is the role of the medical director in the disease management program?	**text**	The Associate Medical Director of Clinical Quality is involved with the Disease Management Program. Approval for new programs are discussed with her prior to implementation. She monitors outcomes of the various projects and she follows gap report closures, contacting physicians who are not demonstrating quality.		
23	Does Respondent's disease management program integrate pharmacy information from carve out vendors?	**drop down box**	Yes		
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**	Initial outreach is made by phone or letter dependent upon the disease state. Mailing lists are run through a mail program to validate addresses. If unable to reach a patient by phone, research for alternative phone numbers is conducted including contact with the member's PCP for alternative phone numbers that the PCP may have, but not contained in the enrollment file.		

DMS-22/23-072A - HMO - CAPITAL HEALTH PLAN
ATTACHMENT 5_HMO_ATTACHMENT C – NETWORK

(SEE ATTACHMENT)

TABS:

1. RX GEO ACCESS
2. COM RETAIL NETWORK
3. COMM RETAIL 90 NETWORK
4. COMM OPEN PREF. DRUG
5. COMM EXCLPREFE.DRUGLVL1
6. COMM EXCLUDED DRUGSLVL1
7. COMM EXCELPREF.DRUGLVL2
8. COMM EXCLUDED DRUGSLVL1

CAPITAL HEALTH PLAN SUBCONTRACTORS' LIST

Company Name	Services	Contact	Address	Telephone
AIM Specialty Health	Radiation Benefits Management Program	Amanda Pearson	4800 Deerwood Campus Parkway, Jacksonville, FL 32246	(224) 456-3594
Amwell, Inc.	Urgent Care, Telehealth	Daniel Galambos	75 State Street, Boston, MA 02109	(330) 990-5969
BCBS of Florida	Ble Card Network, Away From Home Care, Anti-fraud Investigation	Sabrina Vera	4800 Deerwood Campus Parkway, Jacksonville, FL 32246	(904) 905-1760
Center for Study of Services (CSS)	Conducts Surveys of Consumers	Hershal Patel	1625 K Street NW Ste 800	(202) 454-3052
Copywell Inc dba Express Printing	Printing and Mailing	Tony Shah	3927 N Monroe Street, Tallahassee, FL 32303	
Data Stat	Survey Data Collection	Allison Zapor	3795 Research Park Drive Ann Arbor, MI 48108	(734) 994-0540 x 190
HealthTrio LLC	Healthcare Information Technology	Connie Lagneaux	603 N Wilmot Road Tucson, AZ 85711	(520) 748-6176
Healthwise Inc.	Shared Medical Decision Making, Unbiased and Evidence Based Medical Science Information	Tad Amt	2601 N Bogus Basin Rd Boise, ID 83702	(208) 331-6991
Healthy People	HEDIS Audit Firm	Katharine Iskrant	774 Mays Blvd., #10-119, Incline Village, NV 89451	(858) 488-1710
Language Line Solutions	Interpretation	Vito Matuz	PO Box 202567, Dallas, Texas 75320-2564	(831) 648-5810
OptumInsight, Inc.	Subrogation	Sara Mahlik		(920) 661-6904
Payspan Inc.	Payments	Logan Hartk	771 Relfort Parkway, Ste 200 Jacksonville, FL 32256	(904) 588-7030
Preformant Recovery, Inc.	Recovery	Taylor Culberson	333 North Canyons Parkway Ste 100, Livemore, CA 94551	(303) 325-6999
Prime Therapeutics	Pharmacy Benefit Manager (PBM)	Samara Austin	10151 Deerwood Park Blvd, Bldg. 300, Ste.230, Jacksonville, FL 32256	(904) 588-7030

Primetime Medical Software Corp.	Medical Software	Matthew Ferante	3150 Rogers Road, Suite 107, Wake Forest, NC 27587	(803) 796-7980
Rapid Press, Inc.	Print and Mail	Lourdes Madsen	3626 Cagney Drive Tallahassee, FL 32309	(850) 893-7346
Target Print & Mail	Print and Mail	Tracey Cohen	2843 Industrial Plaza Drive, Tallahassee, FL 32301	(850) 701-2357
VARS LLC	Inpatient DRG and APC, Outpatient Recovery Audit	Joy Wllkie	9245 Dierra College Blvd, Ste 100, Roseville, CA 95661	(916) 294-0860

REDACTED COPY

Capital Health Plan
An Independent Licensee of the Blue Cross and Blue Shield Association

Capital Health Plan
SUPPLEMENTAL INFORMATION

Medicare carve-in rates for Standard HMO and HDHP HMO plans as requested:

2024 Pharmacy Carve-in Medicare and Carve-out Commercial

	Standard	HDHP
Medicare I	[redacted]	[redacted]
Medicare II	[redacted]	[redacted]
Medicare III	[redacted]	[redacted]

2025 Pharmacy Carve-in Medicare and Carve-out Commercial

	Standard	HDHP
Medicare I	[redacted]	[redacted]
Medicare II	[redacted]	[redacted]
Medicare III	[redacted]	[redacted]

2026 Pharmacy Carve-in Medicare and Carve-out Commercial

	Standard	HDHP
Medicare I	[redacted]	[redacted]
Medicare II	[redacted]	[redacted]
Medicare III	[redacted]	[redacted]

Also providing the carve-out rates requested in Attachment D per the instructions:

2024 Pharmacy Carve-Out Rates	Actives, COBRA, & Early Retirees		Medicare-Eligible Retirees	
	Standard	HDHP	Standard	HDHP
Employee/Retiree Only	[redacted]	[redacted]	[redacted]	[redacted]
Employee/Retiree + Family	[redacted]	[redacted]	[redacted]	[redacted]

2025 Pharmacy Carve-Out Rates	Actives, COBRA, & Early Retirees		Medicare-Eligible Retirees	
	Standard	HDHP	Standard	HDHP
Employee/Retiree Only	[redacted]	[redacted]	[redacted]	[redacted]
Employee/Retiree + Family	[redacted]	[redacted]	[redacted]	[redacted]

2026 Pharmacy Carve-Out Rates	Actives, COBRA, & Early Retirees		Medicare-Eligible Retirees	
	Standard	HDHP	Standard	HDHP
Employee/Retiree Only	[redacted]	[redacted]	[redacted]	[redacted]
Employee/Retiree + Family	[redacted]	[redacted]	[redacted]	[redacted]