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**ATTACHMENT C
STATEMENT OF WORK
FOR
HEALTHCARE TRANSPARENCY SERVICES ENTITY
DMS-17/18-024
INVITATION TO NEGOTIATE
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

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SECTION 1. SCOPE OF WORK

The Department of Management Services (“Department”) Division of State Group Insurance (“Division”) is seeking a qualified Contractor to provide the Department’s health insurance Enrollees and their eligible dependents with an online cost comparison tool for health care services and providers.

The purpose of the Contract is to “contract with an entity that provides online information on the cost and quality of health care services and providers, allows an enrollee to shop for health care services and providers, and rewards the enrollee by sharing savings generated by the enrollee’s choice of services or providers.” The Contractor must be able to meet the requirements set forth in section 110.12303(3)(a) – (d), F.S., and the Contract. The Department seeks to partner with a transparency vendor that is innovative and flexible in developing tools for Enrollees of the State Group Health Insurance Plan.

The Contract will have a three (3) year initial term with an option to renew for up to three (3) years. All work completed under the Contract will be considered the intellectual property of the Department.

SECTION 2. CONTRACTOR DELIVERABLES

1. The Contractor shall establish an Online Transparency Program that allows Members to shop for Eligible Services and Enrollees to share in cost savings achieved through the use of services or products (if applicable) offered through the Online Transparency Program with the State of Florida (“State”).
2. The Contractor shall provide an online transparency tool that incorporates an Online Transparency Program for Members. The transparency tool must provide Members with information on Eligible Services that are available.
3. The Contractor’s transparency tool must provide information on the price and quality of healthcare services, including, at a minimum, the average amount paid in each county for Eligible Services. The average amounts paid for Eligible Services and providers may be expressed as service bundles, which include all services or products (if applicable) associated with a particular treatment or episode of care, or for separate and distinct products and services.
4. The Contractor’s transparency tool must allow Members to shop for healthcare services, providers, and products (if applicable) using the price and quality information that is provided by the online transparency tool.
5. The Contractor must identify the savings realized to Enrollees and the State when Members choose high-quality, lower-cost healthcare services or providers, and must facilitate the sharing of these savings with Enrollees with a third party provider.
6. For each Eligible Service, the Contractor shall develop the methodology to determine the amount of savings to the State and the amount of savings to share with the Enrollee that will maximize value-based purchasing by Members.
7. The Contractor must provide outreach and education for Enrollees to learn about the Online Transparency Program.

8. The Contractor must permit a certified bargaining agent of state employees to provide educational materials and counseling to Enrollees regarding the Internet-based platform.
9. The Contractor must report monthly and annually on utilization, engagement, savings to Members, savings to the State of Florida, average savings per service or procedure, missed savings opportunities, and demographics of Members who utilize the Online Transparency Program.
10. With the exception of any deviations identified in the Contract, the Contractor shall provide all Services as specified in the Contract, including all attachments thereto. The Department authorizes the Contractor to use its standard procedures for the provision of the Services that have been designed to ensure that the administration of Services is in compliance with applicable statutes and regulations. The Contractor shall provide the Services in accordance with the framework of policies, interpretations, rules, practices, and procedures as set forth in the Contract and Florida law, and as otherwise mutually agreed upon by the Parties or as directed by the Department. In the event of any conflict between this Contract and any of the Contractor's policies and procedures, this Contract shall govern.

SECTION 3. MINIMUM SERVICE REQUIREMENTS

The Contractor must comply with the following Minimum Service Requirements ("MSRs"):

1. Online Transparency Program

Contractor shall make available to Members and shall administer the Online Transparency Program as follows:

- a. An Enrollee's eligibility for a Reward Payment is based on the Member's use of the Online Transparency Website and selection of a Lower Cost Eligible Service from a High Quality Provider.
- b. Contractor, upon approval from the Department, shall determine the methodology(ies) for determining the quality of a healthcare provider or facility, the reference-based price for Eligible Services, and the Reward Payment by utilizing Department-approved information from reliable, industry-accepted sources.
- c. Contractor shall verify whether a Member received a Lower Cost Eligible Service from a High Quality Provider.
- d. Contractor shall be responsible for determining the Reward Payment due to an Enrollee.
- e. Contractor shall notify the Department of the determined Reward Payment for each Enrollee on a frequency approved by the Department. Contractor shall exchange Reward Payment data on a frequency and in a file format approved by the Department.
- f. Contractor shall identify the savings realized by the Member and the State when the Member chooses a Lower Cost Eligible Service from a High Quality Provider.
- g. The Online Transparency Program shall include all Eligible Services and providers

that provide each Eligible Service, which shall be updated on a frequency approved by the Department and made available to Members 24 hours a day, 7 days a week, except for approved downtimes.

- h. Contractor shall be responsible for program development and management, including updating transparency cost and quality data available to Members. Contractor shall regularly monitor claims utilization and costs in order to develop, recommend, and implement program enhancements.
- i. Contractor shall make available a toll-free telephone number, website, and mobile-optimized website that Members may access to obtain information about the Online Transparency Program, including but not limited to provider-related cost information for Eligible Services and Reward Payments. Contractor's customer service hours shall be on a schedule approved by the Department.
- j. A minimum of ten percent (10%) of the Members participating in the State Group Health Insurance Plan will utilize the Online Transparency Program annually, by January 1st each year.

2. Online Transparency Website

Contractor shall provide, maintain, and update (1) a website and (2) a mobile application or a mobile-optimized website, both of which must provide 24/7 access for Members to log in and shop online for Eligible Services. The website will include data aggregated from various sources in a data file format used by all sources, including the Department and its contracted vendors.

- a. The website and mobile application or mobile-optimized website shall:
 - i. Require all users to login securely using a password;
 - ii. Contain a comprehensive list of Eligible Services;
 - iii. Display all Eligible Services and providers that provide each Eligible Service;
 - iv. Display the average amount that Members and the State pay for each Eligible Service provided by a provider or facility in each county. The average amount for Eligible Services may be expressed as service bundles or for separate and distinct services or products (if applicable);
 - v. Display a reference-based price for Eligible Services by provider or facility in a geographic region, which may be expressed in a manner other than the average amount that Members and the State pay for each Eligible Service provided by a provider or facility in each county. The reference-based price for Eligible Services may be expressed as service bundles or for separate and distinct services or products (if applicable) (This subparagraph may be satisfied by satisfying subparagraph iv., above);
 - vi. Display a quality rating for each provider and facility that offers an Eligible Service;
 - vii. Allow Members to shop by Eligible Service, average amount, or reference-based

price, the provider or facility, the provider or facility quality rating, and geographic region;

- viii. Display the Reward Payment for select Lower Cost Eligible Services from High Quality Providers;
 - ix. Link to the Department's website and other state, federal, and condition-specific websites as appropriate to make available a variety of information to Members; and
 - x. Provide self-service tools for Members including frequently asked questions and an online tutorial on using the website.
- b. The information contained on the website and mobile application or mobile-optimized website shall be updated according to a Department-approved schedule to provide Members the most up-to-date and accurate cost, quality, provider, and Reward Payment information, and shall be made available to Members 24 hours a day, 7 days a week, except for approved downtimes.
 - c. Contractor shall compare the Department's data to other available claims data to allow for benchmarking.
 - d. System Functionality
 - i. Functionality

The Online Transparency Website will be a self-service, secure, and interactive website that will contain all the elements identified in MSR #2. In addition to this base system functionality, Contractor may implement additional optimization initiatives that will enhance existing system functionality with prior approval of the Department. The Online Transparency Website shopping tool shall be based upon two (2) previous years of claims data, which Contractor shall obtain following execution of the Contract.

Contractor shall provide hardware, service pack upgrades, security patches when necessary, new versions, and other software releases through the Contract's term at no additional cost to the State. Contractor will provide the Online Transparency Website functionality throughout the term of the Contract.

Contractor shall furnish, install, operate, and maintain all property, e.g., hardware and software, upgrades, security patches, and other releases, required to perform the Contractor's obligations under this Contract at no additional cost to the Department. Contractor shall host and maintain all data from sources designated by the Department. Contractor shall maintain a single tenant server model whereby State of Florida Data is maintained and secured separately from other Contractor client data. The Department shall own all State of Florida Data regardless of where the data resides.

Contractor shall be responsible for integrating into the Department's existing single sign-on database and engine. The Online Transparency Website shall be HTML 5 compliant and support all major browsers, including but not limited to Internet Explorer, Microsoft Edge, Firefox-Mozilla, Safari, and Google Chrome.

Contractor shall provide a data interface plan including a data map and all necessary corresponding documents showing how the data is mapped and other particulars. This

information shall be deemed to be property of the State. The data interface plan shall describe all interfaces that are inbound to and outbound from the Contractor or a Subcontractor. This plan shall include at a minimum the following elements:

1. File name (technical and common);
2. File description;
3. Name of entity the file is sent to or received from;
4. Frequency of the interface;
5. File layout and detailed build / load specifications;
6. For outbound files, where the file is generated from (SAP or Data Warehouse);
and
7. For inbound files, where the file is loaded to (SAP or Data Warehouse).

Contractor shall provide the Department with access to the necessary software / license(s) at no additional cost to the Department.

Contractor shall only store or access State of Florida Data within the continental United States (U.S.). The Department reserves the right to inspect Contractor's data centers and facilities during the term of the Contract. Contractor's transition services shall include a listing of any equipment and software licenses used to provide services, submission of a schedule for transition activities, and return of Department-owned data and materials being used by the Contractor.

ii. Systems Security

Contractor shall develop and host the Online Transparency Website. The Online Transparency Website shall have Secure Sockets Layer (SSL) to establish a secure link between a Member's browser and the Online Transparency Website.

Contractor shall establish, maintain, and enforce (and Contractor shall ensure its affiliates and Subcontractors establish, maintain, and enforce) a policy that prohibits the sending of any State of Florida Data that is customarily considered to be sensitive or confidential in nature (e.g., social security number, protected health information, etc.) by electronic mail. Contractor agrees to encrypt the transmission of all State of Florida Data that is customarily considered to be sensitive or confidential in nature (e.g., social security number). Contractor shall also encrypt all State of Florida Data when that data is at rest. The Service Provider shall obtain the Department's approval for the encryption software and procedures used by Contractor.

The Online Transparency Website and Contractor's facilities shall comply with all requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Contractor shall execute and comply with all terms of a Business Associate Agreement.

Contractor agrees to notify the Department within two (2) Business Days of becoming aware of any security incident, as defined in 42 CFR §164.304, or breach, as defined in

42 CFR §164.402, of State of Florida Data that includes but is not limited to the unpermitted acquisition, access, use, or disclosure of personal health information; modification or destruction of electronic personal health information; and/or interference with system operations in an information system containing electronic personal health information.

Contractor shall develop a data security plan that describes the procedures and security measures for the protection of State of Florida Data and related information that is processed and stored by the Contractor, as well as safeguard the Contractor and Department's valuable IT resources and assets. Contractor shall provide the data security plan to the Department as part of the implementation plan.

iii. Ongoing System Maintenance and Corrections

Contractor shall have an ongoing obligation under the Contract to perform customary maintenance on the Online Transparency Website and to correct all newly identified or mutually agreed upon system defects, at no additional cost to the Department. The Parties may agree to changes to the Online Transparency Website through email between designated and authorized personnel of the Parties. For purposes of this Section, customary maintenance of the Online Transparency Website includes, but is not limited to, all work customarily performed with respect to:

- (a) adding, deleting, and updating health plans that contract with the Department;
- (b) adding, deleting, and updating Eligible Services, referenced-based prices, providers, and provider quality ratings;
- (c) implementing new and updating existing file-transfer protocols to create and send secure file transmissions on behalf of the State; and
- (d) implementing existing interface files with additional users.

iv. Scheduled System Downtime

Scheduled system releases and maintenance will be performed by Contractor and Subcontractors between 12:01 a.m. on Saturday to 11:59 p.m. on Sunday Eastern Time (ET). For system enhancements, major system projects, and for all system maintenance and releases that will occur outside the defined window, the Contractor and applicable Subcontractor shall coordinate with the Department regarding the required downtime window to minimize the impact in providing Services.

v. Quality Control and Auditing

Contractor shall document all changes made to the Online Transparency Program system, including any mapping changes from Contractor to third parties, and changes in process. Contractor shall enable tracking in order to audit the system. Online Transparency Website errors must be corrected within three (3) Business Days of discovery.

Contractor shall develop a data migration / transition plan to detail the activities that will occur in the event of Contract termination or expiration in order for the Services to be transferred back to the Department or an alternative service provider.

Contractor shall maintain all historical data received during the term of the Contract and provide a methodology satisfactory to the State for the archiving and retrieving of historical data at no additional cost to the State. All historical data shall remain the property of the State, and shall be returned to the State upon Contract expiration as detailed in the data migration/transition plan.

Contractor shall provide audit trails and footprints of any and all system users who access data, State of Florida Data or otherwise, related to the Contract, and for each claim received for an Eligible Service.

Contractor shall provide the Department with a data quality checklist. The checklist must identify and define the data quality measures used by the Contractor to validate the integrity of data submitted by the Department and its contracted vendors (health plans, PBM, and human resource third party administrator).

vi. Training

Contractor shall provide training and training materials to Department employees. Training should be provided prior to implementation on January 1, 2019. Contractor shall provide training and training materials with each new upgrade, release, or version.

v. System Upgrades, Enhancements, and Problems

Contractor shall provide at least six (6) months prior notice of any significant planned system upgrades, migrations, or other material changes, including but not limited to claims, customer service, enrollment, operating systems, and any other changes that may materially affect the administration of the Online Transparency Program. System upgrades, migrations, and other material changes shall be subject to the Department's prior written approval.

Contractor shall immediately notify the Department upon the discovery of problems or issues impacting Reward Payment processing related to the Online Transparency Program. Failure to timely notify the Department shall be considered a material breach of Contract.

Contractor shall not take corrective action related to systemic problems or issues impacting Reward Payment processing related to the program without the written approval of the Department.

3. Reward Payments

Contractor shall determine and facilitate Reward Payments to Enrollees, as follows:

- a. Contractor, upon approval from the Department, shall determine the Reward Payment methodologies, Reward Payment amounts, and the Eligible Services that are available for a Reward Payment. Reward Payment methodologies, Reward Payment amounts, and Eligible Services may only change upon approval by the Department.
- b. An Enrollee will be eligible to receive a Reward Payment if the Enrollee or his or her dependent used the Online Transparency Website and received a Lower Cost

Eligible Service from a High Quality Provider.

- c. Contractor shall determine Reward Payments to eligible Enrollees based upon a Reward Payment methodology(ies) mutually agreed upon by Contractor and the Department.
- d. Contractor shall determine the amount of each Reward Payment on a frequency approved by the Department. Contractor must confirm that the Member complied with the requirements of the Online Transparency Program and selected a Lower Cost Eligible Service from a High Quality Provider.
- e. Contractor shall notify the Department of each Reward Payment determination on a frequency approved by the Department.
- f. Contractor shall send a confirmation notice to an Enrollee for each Reward Payment that is earned.
- g. Contractor shall accept and load data from any health plan, including a health plan that severs ties with the Department, for the tracking and accurate determination of Reward Payments.

4. Online Transparency Program Materials and Communications Plan

Contractor shall develop and distribute to each Enrollee educational materials to promote the Online Transparency Program, at the sole cost and expense of Contractor. Such educational materials may require customization for the Online Transparency Program at no additional cost to the Department. Costs associated with printing, distributing, and mailing all materials shall be borne by Contractor.

- a. Contractor shall be responsible for writing, printing, and distributing (electronically or by mail) Online Transparency Program materials based on a Department-approved communications plan.
- b. Contractor shall develop a Department-approved communications plan for the Online Transparency Program. At a minimum, the communications plan shall include 1) documents educating Enrollees about the Online Transparency Program, 2) open enrollment brochures and promotional pieces, and 3) other Online Transparency Program-related printed materials (e.g., brochures, flyers, letters, and other written materials).
- c. Contractor shall provide, upon request, printed materials in a medium widely accepted for the visually impaired and comply with any and all applicable federal and state laws and regulations.
- d. All printed material shall be provided in electronic format with final versions submitted to the Department in a PDF file format.
- e. Contractor shall submit copies of all promotional and Enrollee educational materials to the Department for prior written approval. All materials shall be approved in writing by the Department prior to use.

- f. Contractor shall assist the Department (e.g., review, clarify, edit, and confirm accuracy) as requested in developing Department communications on the Online Transparency Program.
- g. Contractor shall mail the following materials to new Enrollees within four (4) Business Days after receipt of the enrollment data file or notice from the Department or its designated agent: flyer, letter, or other mailer educating the Enrollee about the Online Transparency Program, how to shop for Eligible Services, how to earn a Reward Payment, and other information applicable to the Online Transparency Program. Materials may include a customized greeting and form letter to new Enrollees. Contractor may supply new Enrollee information kits to local state agency personnel offices throughout their respective service areas. Department must pre-approve these information kits.

5. Third Party Outreach

Contractor shall use reasonable efforts to integrate with the Department's vendors, including the Department's health plans, pharmacy benefits manager, and human resource third party administrator to enable Contractor to effectively administer the Online Transparency Program and any current or future programs. Contractor shall also use reasonable efforts to integrate with any other third party, as requested by the Department.

Contractor shall utilize data provided in the format and timeframes agreed upon between Contractor and the Department.

6. Implementation Plan

Contractor shall submit the final implementation plan to the Department for approval no later than ten (10) Business Days following execution of the contract. If the Department deems the implementation plan to be insufficient, Contractor shall work diligently to deliver an updated, final implementation plan satisfactory to the Department, recognizing that time is of the essence. Implementation plan shall be based on the proposed implementation plan submitted by Contractor during the procurement process.

The implementation plan shall fully detail all steps necessary to begin full performance of the contract on January 1, 2019, 12:00:00 a.m., EST, and specifically identify due dates of all tasks with a person assigned responsibility for each task.

The implementation plan shall include the following action items:

- a. Establishment and maintenance of an interactive website, mobile app or mobile-optimized website(s), dedicated toll-free phone line, interactive voice response system, and Department-approved communications at least two (2) weeks in advance of the fall 2018 open enrollment period for the 2019 plan year.
- b. Participation in select fall 2018 open enrollment for the 2019 plan year benefit fairs, meetings, and conference calls coordinated by the Department.
- c. Scheduling regular implementation status meetings and/or conference calls with contract manager. Contractor shall appoint one of its team members to be responsible

for recording detailed meeting minutes and follow-up action items on behalf of all team members, including assignment of tasks and due dates. Minutes of decisions made and a list of action items shall be sent to contract manager within five (5) Business Days of the end of the meeting/call.

- d. Conducting background checks in accordance with Contract section 3.2.4, including subcontractors.
- e. Setting up for secure data feeds from each of the Department's health plans, pharmacy benefits manager, and the Department's human resource third party administrator.
- f. Testing enrollment and claims files, key procedures, and program process controls (e.g., approval, design, testing, acceptance, user involvement, segregation of duties, and documentation). Department must render functional acceptance prior to go live.
- g. Submission to a service delivery readiness assessment.
- h. Finalizing and validating billing procedures, invoice design, banking, reconciliation, and other financial processes, all subject to Department's prior approval.
- i. Designing and presenting to the Department for approval all communication materials to be used.
- j. Finalizing a process for tracking and responding to Member inquiries and complaints, which includes measuring and reporting turn-around time.

Contractor shall be one hundred percent (100%) operational prior to the effective date of January 1, 2019, 12:00:00 a.m., EST. Contractor pays the Amount of Risk listed in the Performance Guarantees for failure to meet this milestone.

7. Account Manager and Management Team

- a. Contractor shall assign a dedicated, but not necessarily exclusive, account manager as the primary contact for the Department. The account manager shall participate on the implementation team and coordinate, troubleshoot, advance, and track the State's interests and requests throughout the organization.
- b. Contractor shall assign a dedicated, but not necessarily exclusive, Account Management Team that may include an executive sponsor, an account manager, claims manager, and customer service manager.
- c. Contractor shall provide a written list of its Account Management Team members within ten (10) Calendar Days of contract execution. Changes to the individuals listed shall be sent to the Department in writing within ten (10) calendar days of the change.
- d. The replacement of personnel to the Account Management Team assigned to this Contract shall be subject to the Department's prior written approval, should the Department request it at the time.
- e. The Account Management Team shall be able to devote the time and resources needed to successfully manage the account including being available for frequent telephonic, email, and on-site consultations, if necessary.

- f. The Account Management Team shall be familiar with Contractor's functions and operations that relate directly or indirectly to the Department, the Online Transparency Program, and the Department's relationships with third parties.
- g. Contractor shall maintain a current Account Management Team organizational chart. Contractor shall promptly notify the Department of any changes and provide detailed information regarding new personnel including name, professional background, mailing and physical address, email address, and work and cell phone numbers along with an updated organizational chart.
- h. Department may give a plan performance review to the Account Management Team or separately to each team member. An action plan, as determined by the Department, must be implemented based on measurement criteria listed in the Performance Guarantees section.
- i. Contractor shall participate in regularly scheduled meetings or calls as mutually agreed upon by the Parties to discuss the Online Transparency Program and website administration.

8. Background Checks

Contractor shall comply with employee and Subcontractor security requirements, including performing background checks described in Contract Section 3.2.4.

9. Meetings/Conference Calls

a. Quarterly Meetings: Contractor shall attend all quarterly meetings at the State offices in Tallahassee, Florida, or by telephone conference call as directed by the Department. Contractor shall not be entitled to additional compensation for meeting preparation or attendance. Quarterly reports are due within forty-five (45) calendar days following quarter end and meetings/calls are to be held within sixty (60) calendar days following quarter end. The fourth quarter meeting shall include both quarterly and annual calendar year reports and deliverables. Requirements also include quarterly reports and meetings as required by the Department through the sixteen (16) month period or following termination of the Contract.

- i. Agenda: At the Department's request, Contractor shall provide for the Department's 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, Contractor and Department will review Contractor's quarterly reports and other issues such as performance guarantees, operations, program changes or enhancements, utilization patterns, program outcomes, customer service issues, future goals and planning, and other issues reasonably related to the Contract. Contractor shall address past performance, anticipated future performance, and compare Contractor's performance under the Contract to 1) Contractor's total book of business and 2) other governmental clients.
- ii. Minutes: Within five (5) Business Days after any meeting, Contractor shall provide the Department detailed draft meeting minutes. Department will review and revise the draft minutes as appropriate and return to Contractor. Contractor shall provide the Department with final minutes within three (3) Business Days after revised minutes. Minutes shall include a list and description of follow up Deliverables, with

assigned person and due date.

- b. Other Meetings: progress meetings, issue meetings, and emergency meetings shall be held as necessary. Either party may call such a meeting, subject to reasonable notice. Any meeting held in person shall be at the State's offices in Tallahassee, Florida. Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

10. Benefit Fairs

- a. Contractor shall participate in at least five (5) annual open enrollment benefit fair locations that are sponsored by the Department or its designee. At a minimum, Contractor shall attend the five benefit fairs that recorded the highest attendance the previous year. Contractor's representatives attending the benefit fairs shall be employees of Contractor (not subcontractors or temporary personnel) and adequately trained and knowledgeable about the Online Transparency Program and website. Contractor shall educate Enrollees on the Online Transparency Program and website benefits, services, and other tips to ensure a positive Member experience.
- b. Contractor shall be responsible for all costs associated with participating in benefit fairs, including travel.
- c. Contractor shall not discuss with Enrollees or prospective Enrollees or in any manner allude to coverage, products, or materials other than those explicitly related to the Online Transparency Program without the permission of the Department.

11. Mail

Contractor shall hold returned mail for thirty (30) calendar days, during which time Contractor shall search for an updated address with each subsequent file coming from the state's human resource administrator (People First). After thirty (30) Calendar Days, Contractor shall store copies on its document imaging system and destroy the returned mail.

12. Department Inquiries, Account Service, and Dispute Support

Contractor shall, upon request of the Department or its attorneys and at no additional cost, assist the Department in responding to inquiries received by the Department from Enrollees, Members, providers, or other persons related to any aspect of Services delivered under the Contract. Such requests shall be a) given a priority status, b) subject to a method of tracking, c) result in the delivery of all requested information, documentation, etc., and d) handled or overseen by a lead customer service person.

Contractor shall immediately assist the Department in preparing its reply when the Department requires an emergency response, including providing data and documentation within the time frames prescribed by the Department given at that time.

13. Public Records Requests and Subpoenas

Contractor shall, upon request and at no additional cost, provide the Department with any necessary data, documents, and so forth, to enable the Department to respond in a timely manner to public records requests and subpoenas related to any aspect of Services delivered under the contract.

14. Requests for Legislative Initiatives and Legislative Reports

Contractor shall make available, at no additional cost to the Department, all necessary resources to assist the Department in responding to bill analyses and legislative inquiries and requests, including but not limited to the Account Management Team, analytics and outcomes, research and development, and government relations related to any aspect of Services delivered under the Contract. Contractor shall respond within the timeframe set by the Department, which shall be determined at the time of the inquiry depending upon the scope and complexity of the request.

15. Customer Service Unit

- a. Contractor shall maintain a customer service unit dedicated, but not necessarily exclusive, to performing all aspects of Member-related customer service and shall include a call center. Calls to this unit shall be accepted and answered promptly during hours mutually agreed upon by the Parties, Monday through Friday, excluding State holidays set forth in section 110.117, Florida Statutes.
- b. Contractor shall maintain a toll-free customer service number, which will permit access anywhere in the United States. Customer service unit is subject to pertinent requirements in the Performance Guarantees section.
- c. Contractor shall record one hundred percent (100%) of all customer service calls. Audio copies of call recordings must be provided to the Department within three (3) Business Days upon request. Transcripts of call notes must be provided to the Department within two (2) Business Days upon request. Call recording and transcripts of call notes must be provided electronically.

16. Customer Service Operations

The customer service operation shall include, at a minimum, the following:

- a. Program-specific training and knowledge to assist Members, prospective Enrollees, physicians, etc., regarding the Online Transparency Program;
- b. Assistance to Members who contact Contractor's customer service unit with limiting identifying information;
- c. If applicable, maintaining of an updated enrollment file that identifies eligible Members and other pertinent information regarding Members;
- d. Processes for triaging emergency requests;
- e. Adequate and appropriate access to the customer service system for Members with disabilities (e.g. TTY and online access);
- f. Sufficient personnel available to provide multi-lingual (Spanish, at a minimum) service and the ability to provide service to the hearing and vision impaired; and
- g. Information systems capable of electronically transmitting, receiving, and updating Enrollee profile information from People First. Maintain a service disruption plan or procedure to continue customer service activities when 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). The Department shall be notified as soon as possible for scheduled disruptions and other events.

17. Member Satisfaction Surveys

Contractor shall conduct an annual Member satisfaction survey to measure overall satisfaction, subject to Section 4: Performance Guarantees of this Attachment C. Survey instrument, methodology, timing, and distribution are subject to Department approval. In addition to the Contractor's annual Member survey, the Department may conduct its own Member satisfaction survey. The Department may select the survey instrument and may either conduct or have it conducted by an independent third party. Survey results may be used, in part, to determine satisfactory performance of the contract. If the survey shows unsatisfactory performance, Contractor shall implement a corrective action plan approved by the Department.

18. Protected Health Information

Contractor 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 Contractor creates, receives, maintains, or transmits in Contractor's administration of the Contract, as required by the Health Insurance Portability and Accountability Act (HIPAA) security standards and all applicable HIPAA administrative simplification rules.

19. Use of Plan Data

- a. Contractor shall not sell or share the State of Florida Data or any health plan's data without the prior written authorization of the Department.
- b. Contractor agrees that the only compensation to be received by or on behalf of its organization in connection with this Contract shall be that which is paid directly by the State.

20. Data Transfers as Required

File transfers between Contractor and Department and/or authorized third parties shall be exchanged using a method, format, and frequency required by the Department. Contractor agrees that the Department's enrollment file shall be the official system of record. Contractor shall not overwrite, update, or in any way change the enrollment information without the express written direction from the Department or People First.

21. Records Retention

Contractor shall retain records as required by the Contract or longer, if required by state and/or federal laws or regulations.

22. Eligibility Verification

Contractor shall verify Member eligibility before authorizing a Member to select an Eligible Service.

23. Inaccurate Reward Payments

- a. Upon discovery, notification, or recoveries as part of audits (e.g., Contractor self-audit, Department audit, etc.), the Contractor shall fully rectify the inaccurate Reward Payments, including but not limited to reimbursing the Department whenever payment is made that is not in accordance with the terms of the Contract or Department-approved methodology. Contractor shall reimburse the Department one hundred percent (100%) of all identified overpayments. Such overpayments shall not be reduced by contingency fees or other fees charged by an auditor or other recovery service. Contractor must hold harmless the Enrollee for any overpayment.
- b. Contractor shall send payment of these recoveries to the State via an electronic fund transfer. The Contractor must provide to the Department a reconciliation report in a format and frequency approved by the Department.

24. Recovery Procedures for other Payments

- a. Contractor shall have procedures in place for recovery of fees and financial errors identified in all audits (e.g., Contractor self-audit, Department audit, eligibility audit, etc.). Contractor shall recover and send payment of these recoveries to the State.
- b. The Contractor shall reimburse the Department for any and all overpayments regardless of how the error was discovered. Reimbursement shall be made to the Department via an electronic fund transfer within sixty (60) days of identifying the overpayment.

25. Appeal Services

- a. Contractor shall administer appeals in accordance with the appeals process described herein and as otherwise required by the Department and state and federal law.
- b. Contractor shall establish a Level I appeal process. The appeal process shall allow the Member to supply any information or documentation to support the appeal. Contractor will review the Level I appeal and all documentation and approve or deny the appeal. Upon determining that the Level I appeal is without merit, Contractor will deny the Level I appeal in writing and provide a notification to the Member that the Member has an opportunity to file a Level II appeal with the Department. The Department will then handle all Level II appeals. Contractor will assist the Department with Level II appeals and administrative hearings, as needed.
- c. The Department must approve and may customize any and all correspondence, letters, and other communications related to any part of the appeals process. Contractor shall adhere to the standards in Section 4: Performance Guarantees of this Attachment C. Contractor shall maintain a record of all grievances/appeals from Members and shall provide a summary of grievances/appeals to the Department quarterly or more frequently, as requested. Upon request, Contractor shall provide a narrative summary of the reasons for the grievances/appeals, the disposition thereof, and any corrective action plans implemented as the result of the grievance/appeal.
- d. Upon the request of the Department or its attorneys, and within specified timeframes by

the Department, Contractor shall provide all documentation related to a Member's appeal/administrative hearings(s). This documentation shall include but not be limited to all documentation related to the Member's use of the Online Transparency Program. Contractor shall make available the documentation and testimony of Contractor's employees, consultants, associates, and other personnel necessary for the Department's presentation of the review or appeal/administrative hearings via telephone or in-person if required by the Department, at no cost to the Department.

26. Fraud and Abuse Investigations

Contractor shall develop and/or maintain protocols, procedures, and/or system edits, subject to the Department's approval and customization upon request, to aggressively monitor for fraud, abuse, and waste.

Contractor shall investigate any fraudulent, suspected fraud, or suspicious activity relating to the Online Transparency Program that it believes to be fraudulent or abusive whenever detected or brought to Contractor's attention by the Department or other persons. Contractor shall immediately notify the Department of any fraudulent or abusive activities relating to the Online Transparency Program that it uncovers and shall fully cooperate with and assist the Department, law enforcement, and State agencies in their investigations or inquiries regarding any such matters and in any related recovery efforts.

27. Report Format and Timeliness

Contractor shall electronically deliver all reports and receive all files listed in MSR No. 37 Reporting and Deliverables in the format, frequency, and timeframe and to the intended recipient noted in the list of reports or as otherwise required by the Department.

Contractor shall acknowledge report requests within one (1) Business Day and shall provide an expected timeline for completion and delivery date.

28. Redacted Copies

Reports containing proprietary, trade secret, and/or confidential information shall be delivered in a redacted format at the same time as any non-redacted report, with redacted report delivered electronically. Complete and detailed supporting documentation must be provided with the submission of each report. Supporting documentation must identify the source of the material.

29. Direct Deposit EFT

Contractor shall accept payments from the Department processed through the Department's standard transmittal process (i.e., electronic funds transfer (EFT) to the Contractor) and by Department-determined due dates. The Contractor must complete a direct deposit authorization form (currently form number DFS-A1-26E rev. 6/2014).

30. Service Payments

- a. Contractor shall provide the Department a detailed (itemized) invoice for administrative fees and charges no later than the tenth (10th) Calendar Day of each month following the month Services were rendered. Required detail and documentation for such invoices shall be as specified by the Department and shall provide sufficient detail for pre- and post-audit. Invoices and supporting documentation shall be provided in paper and

electronically.

- b. Upon determination by the Department that the invoices are complete and accurate and that payment is due, the Department shall process each invoice in accordance with the provisions of section 215.422, Florida Statutes. The Department shall forward payment through EFT to the Contractor for the invoiced amount.
- c. If the Department contests the invoice charges as submitted, Contractor may be required to provide additional documentation.
- d. Contractor agrees that the only compensation to be received by or on behalf of its organization for this Contract shall be as expressly set forth in the Contract.

31. Audits

- a. Contractor shall provide the Department and the Department's third party auditor at least the following audit access, in addition to any other audit rights specified in the ITN, the Contract, and the financial reply:
 - i. To audit any data necessary to ensure the Contractor is complying with all Contract terms. Such audit rights include but are not limited to one hundred percent (100%) of Reward Payments, appeals, and information related to the reporting and measurement of Performance Guarantees.
 - ii. To audit post termination; and
 - iii. 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.
- b. Contractor shall cooperate with requests for information, which includes, but is not limited to, the timing of the audit, deliverables, data/information requests and the time to respond to questions during and after the audit process. The Contractor shall provide a response to all audit findings within 15 business days of delivery to the Contractor, or at a later date if mutually determined to be more reasonable based on the number and type of findings.

32. Audit Findings

- a. Upon the discovery of any overpayment(s), the Contractor shall reimburse the Department one hundred percent (100%) of the total overpayment amount upon finalization of the audit.
- b. If an audit finding determines that there are systematic issues affecting the Online Transparency Program, Contractor shall coordinate with the Department to develop and immediately implement a corrective action plan subject to the customization and approval of the Department.

33. Data Remains Property of the Department

All claim records and eligibility data used by Contractor relating to this Contract shall remain the property of the Department.

34. Disaster Recovery Plan

Contractor shall develop, implement, and maintain a disaster recovery plan and shall submit a copy of such for review by the Department on or before the effective date of this Contract. Any changes to the plan throughout the term of the Contract must be sent to the Department.

35. Services after Contract Termination

Contractor shall continue to provide the following services to ensure that the contractually required services resulting from this Contract are maintained at the required level of proficiency for up to twelve (12) months following the effective date of termination of the Contract:

- a. Determination of Reward Payments for members;
- b. Determination of savings to the State of Florida; and
- c. Reports.

The Department shall continue to have the same current online system access to information.

36. Online Reporting and Management Tools

- a. Contractor shall provide to the Department online access to its reporting, Reward Payment processing information, and other management services, systems, and programs.
- b. Contractor shall provide to the Department user manuals and any other printed or digital material used in connection with the systems.
- c. Contractor shall, upon request of the Department, provide Department staff with training for the online reporting and management tools.

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37. Report and File Exchange Requirements

The Contractor shall exchange reports and files to/from the Division or third parties, as specified below. The frequency and due dates shall be determined during negotiations. Contractor shall provide ad hoc reports as requested by the Division, and in a format requested by the Division.

REPORT AND FILE EXCHANGE REQUIREMENTS					
FREQUENCY	REPORT NUMBER	REPORT / FILE NAME	DUE DATE	FILE LAYOUT	RECIPIENT
		Claims data file from health plans		Department-prescribed format will be provided during negotiation phase.	Contractor
		Provider file from health plans		Department-prescribed format will be provided during negotiation phase.	Contractor
		Accumulator data file from health plans and PBM		Department-prescribed format will be provided during negotiation phase.	Contractor
		Enrollment file		Department-prescribed format will be provided during negotiation phase.	Contractor
		Reward Payment data file		Department-prescribed format will be provided during negotiation phase.	Department
		Reward Payments Report		Department-prescribed format will be provided during negotiation phase.	Department

		Reward Overpayment Reimbursement Report		Department-prescribed format will be provided during negotiation phase.	Department
		Utilization / Member Engagement / Trends Report		Department-prescribed format will be provided during negotiation phase.	Department
		State of Florida and Member Cost Savings Report		Department-prescribed format will be provided during negotiation phase.	Department
		Administrative Fee Invoice		Department-prescribed format will be provided during negotiation phase.	Department
		Performance Guarantee Report		Department-prescribed format will be provided during negotiation phase.	Department
		Appeals Report		Department-prescribed format will be provided during negotiation phase.	Department
		Performance Bond and Insurance Report		Department-prescribed format will be provided during negotiation phase.	Department
		Program Enhancement Report		Department-prescribed format will be provided during negotiation phase.	Department

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SECTION 4. PERFORMANCE GUARANTEES

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
I. General					
PG-1	Final Implementation Plan	Contractor shall provide the final Implementation Plan, inclusive of all the details described in MSR 6, to the Department no later than the date specified.	Delivery no later than ten (10) Business Days following Contract execution.	One time measurement	\$1,000 per day for each Calendar Day past the due date that the final Implementation Plan, inclusive of all details, is not received by the Department.
PG-2	Quarterly Meetings	The Account Management Team will attend and participate in all required quarterly performance meetings.	One-hundred percent (100%) attendance as required.	Quarterly	\$1,000 per meeting at which the Account Management Team is not in attendance unless pre-approved by the Department.
PG-3	Open Enrollment Benefit Fairs	At a minimum, Contractor shall have Contractor employees at the top five most attended annual open enrollment meetings and/or benefit fairs sponsored by the Department or its designee.	One-hundred percent (100%) of required benefit fairs will be staffed as required.	Annually	\$2,500 per benefit fair not staffed as required.

PG-4	Service Level / Average Speed to Answer	Inbound customer calls received by the designated customer service unit shall be answered by a live agent within the specified target time threshold. Target time threshold is measured from time the call is presented in the call queue for an agent and does not include any time used to navigate the automated system upon entering the call queue, if applicable.	Ninety-eight percent (98%) of calls shall be answered within an average of thirty (30) seconds or less.	Quarterly	\$1,000 per percentage point below ninety-eight percent (98%).
PG-5	Call Abandonment Rate	The percentage of calls presented to the call center agent queue that are terminated by an Enrollee before a live person answers shall not exceed the specified rate.	Less than or equal to three percent (3%).	Quarterly	\$1,000 per percentage point, or fraction thereof, greater than three percent (3%).

PG-6	Member Satisfaction Survey	Measured as the percentage of members conveying a satisfaction level in response to a Department approved Member Satisfaction Survey.	The level of overall satisfaction will be greater than or equal to ninety percent (90%).	Annually	\$2,500 per percentage point below ninety percent (90%).
PG-7	Accuracy and Timeliness/ First Call Resolution/ Written Inquiry Response Time	a.) Percent of callers who receive accurate information. Calls requiring additional research are excluded from the computation of this metric.	Ninety-five percent (95%) of callers receive accurate information. Contractor must evaluate a statistically valid sample of inquiries with reports provided quarterly.	Quarterly	\$500 for each full percentage point below ninety-five percent (95%).
		b.) Percent of inquiries resolved during the initial call (excluding appeals, billing, errors and escalations).	Ninety-five percent (95%) of all inquiries resolved during initial call. Contractor must evaluate a statistically valid sample of inquiries. Reports to be provided quarterly.	Quarterly	\$500 for each full percentage point below ninety-five percent (95%).
		c.) Percent of written inquiries responded to by a customer service representative	Ninety-five percent (95%) within ten (10) Business Days.	Quarterly	\$500 for each full percentage point below ninety-five percent (95%).

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
II. Online Transparency Program					
PG-8	Reward Payments	Reward Payment based on the Member's use of the Online Transparency Website and selection of a Lower Cost Eligible Service from a High Quality Provider.	One hundred percent (100%) of Reward Payments must be based on the Member's Online Transparency Website and selection of a Lower Cost Eligible Service from a High Quality Provider.	Annually	\$1,000 for each Reward Payment that fails to meet the measurement criteria.
PG-9	Utilization and engagement	Contractor shall engage Members to utilize the Online Transparency Website to shop for Eligible Services.	A minimum of ten percent (10%) of the Member population will utilize the Online Transparency Website to shop for Eligible Services.	Annually	\$10,000 per full percentage point below ten percent (10%).
PG-10	Communications Plan	a.) Contractor shall submit a comprehensive communications plan to the Department.	Comprehensive communications plan is due to the Department by September 1, 2018.	One-time measurement	\$500 for each Business Day that Contractor fails to timely provide the communications plan.
		b.) Contractor shall be responsible for writing, printing, and distributing (electronically or by mail) Online Transparency Program materials based on a Department-approved communications plan.	One-hundred percent (100%) of all program materials must be completed and distributed in accordance with the Department-approved communications plan.	Ongoing	\$500 for every instance in which Contractor fails to comply with the Department-approved communications plan.

PG #	Standard/Goal	Measurement Criteria	Measurement Frequency	Amount of Risk	
III. Reward Payments					
PG-11	Reward Payment validation	Contractor shall determine the amount of the Reward Payment within the Department-approved timeframe.	One-hundred percent (100%) of all Reward Payments must be validated within the Department-approved timeframe.	Ongoing	\$500 per Reward Payment not validated within the Department-approved timeframe.
PG-12	Reward Payment notification to the Department	Contractor shall notify the Department of the amount of the Reward Payment within the Department-approved timeframe.	One-hundred percent (100%) of all Reward Payments must be reported to the Department within the Department-approved timeframe.	Monthly	\$500 per Reward Payment for which the Contractor does not notify the Department within the Department-approved timeframe.
PG-13	Reward Payment notification to the Enrollee	Contractor shall send a confirmation notice to Enrollee for each Reward Payment that is earned.	Contractor shall notify Enrollee of earned Reward Payments within seven (7) Calendar Days of determining that a Reward Payment is owed to an Enrollee.	Quarterly	\$1,000 per percentage point below one-hundred percent (100%).

PG #	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
IV. Online Transparency Website					
PG-14	Online Transparency Website functionality	By 12:01 a.m. on January 1, 2019, the Online Transparency Website shall allow Members to shop for Eligible Services and display all Eligible Services, average costs by county, provider, provider quality ratings, and any other referenced-based price.	Online Transparency Website shall allow Members to shop for Eligible Services and display one-hundred percent (100%) of all Eligible Services, average costs by county, provider, provider quality ratings, any other referenced-based price. by 12:01 a.m. on January 1, 2019.	Ongoing	\$1,000 per Calendar Day on or after January 1, 2019, that the website does not meet the measurement criteria.
PG-15	Online Transparency Website updates	The Online Transparency Website shall be updated on a frequency approved by the Department and made available to Members 24 hours a day, 7 days a week, except for approved downtimes.	One-hundred percent (100%) of Eligible Services, average costs by county, provider, provider quality ratings, and any other referenced-based price shall be updated on a frequency approved by the Department and made available to Members 24 hours a day, 7 days a week, except for approved downtimes.	Ongoing	\$500 per day where Contractor does not implement one-hundred percent (100%) of all updates on the day approved by the Department.

PG-16	Online Transparency Website availability	The Online Transparency Website shall be fully functional and available to Members except in scheduled downtimes.	The Online Transparency Website shall be one-hundred percent (100%) operational so Members may shop for Eligible Services and review quality ratings of providers, average costs of Eligible Services, any other referenced-based pricing, and the amount of Reward Payments.	Ongoing	\$100 per hour that Online Transparency Website is not fully functional.
PG-17	Security breaches	Contractor shall notify the Department of any security incident or breach involving State of Florida Data.	Contractor shall notify the Department within two (2) Business Days of any security incident or breach involving State of Florida Data.	Ongoing	\$5,000 per Calendar Day beyond two (2) Business Days.
PG-18	Accuracy of Online Transparency Website	The Online Transparency Website shall accurately display the Eligible Services, quality ratings of providers, average costs of Eligible Services, any other referenced-based pricing, and the amount of Reward Payments.	One-hundred percent (100%) of information displayed must be accurate.	Ongoing	\$250 per instance of any inaccurate display of information.

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V. Reporting and Deliverables					
PG-19	Timeliness of the Delivery of Reports and Deliverables	<p>Reports and Deliverables shall be delivered to the Department and/or the Department's designee within the time period specified in this PG, or by a later date, if requested by the Department.</p> <p>Note: the amount at risk applies to <u>each</u> report outlined in MSR 37.</p>	a.) Due weekly: Within two (2) Business Days of receipt of the enrollment file.	Weekly	\$250 per day for each Business Day past the due date that a report or Deliverable is not received.
			b.) Due monthly: By the due date specified in the Minimum Service Requirements.	Monthly	\$250 per day for each Calendar Day past the due date that a report or Deliverable is not received.
			c.) Due quarterly: Within forty- five (45) Calendar Days of end of the reporting quarter or otherwise specified in the Minimum Service Requirements.	Quarterly	\$250 per day for each Calendar Day past the due date that a report or Deliverable is not received.
			d.) Due annually: Within forty- five (45) Calendar Days of the end of the reporting year or as otherwise specified in the Minimum Service Requirements.	Annually	\$250 per day for each Calendar Day past the due date that a report or Deliverable is not received.
PG-20	Accuracy of Reports and Deliverables	Reports and Deliverables that are delivered to the Department shall be accurate. (This	a.) One-hundred percent (100%) of weekly reports or Deliverables shall be mathematically and otherwise accurate.	Weekly	\$1,000 per report or Deliverable.

		Performance Guarantee does not apply to de minimus errors and omissions, as determined by the Department.)	b.) One-hundred percent (100%) of monthly reports or Deliverables shall be mathematically and otherwise accurate.	Monthly	\$1,000 per report or Deliverable.
		Note: the amount at risk applies to <u>each</u> report outlined in MSR 37.	c.) One-hundred percent (100%) of quarterly reports or Deliverables shall be mathematically and otherwise accurate.	Quarterly	\$1,000 per report or Deliverable.
			d.) One-hundred percent (100%) of annual reports and Deliverables shall be mathematically and otherwise accurate	Annually	\$1,000 per report or Deliverable.

PG-21	Plan Performance Review	Within ten (10) Calendar Days following delivery of a performance review from the Department, Contractor shall submit a corrective action plan (CAP) for approval by the Department, and implement the approved plan within the time prescribed in the approved CAP.	<p>Contractor shall submit an approvable CAP within ten (10) Calendar Days and implement as agreed to in the CAP. If the submitted CAP is not approved, Contractor shall revise the CAP, incorporating any feedback by the Department, and resubmit within five (5) business days from receipt of notice that CAP was not approved.</p> <p>Measurement methodology shall be measured from date of delivery of the plan performance review in Calendar Days.</p>	No specified frequency	\$2,500 per Calendar Day late beyond the due date(s)
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SECTION 5. TRANSITION PLAN

The Department may require the Contractor to provide uninterrupted transition services as the Department deems reasonable and necessary and/or as necessary for the Department to comply with all legal requirements for establishing a new contract to continue the provision of transition services during a transition period.

Transition services shall be governed as follows:

1. Transition Period. The transition period shall be determined by the Department, and Contractor will be notified of the period in writing. The Department shall consult with the Contractor prior to making such determination. The Department reserves the right to subsequently amend the transition period upon thirty (30) days advance written notice to the Contractor.
2. Transition Plan. The Contractor must, one hundred twenty (120) days prior to the end of this Contract, or if this Contract is terminated prior to the end of its term, within the time period prescribed by the Department, provide the Department with a detailed written plan for transition which outlines, at a minimum, the tasks, milestones and deliverables associated with project transition.
3. Within fifteen (15) Business Days from receipt of the Contractor's proposed Transition Plan, the Department shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.
4. Within fifteen (15) Business Days from the Contractor's receipt of the required changes, the Contractor shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the Department.
5. The Contractor shall be responsible for transitioning the project services in accordance with the approved Transition Plan.
6. The Contractor is required to provide Contractor-related obligations and deliverables to the Department through the final financial settlement of this Contract, including but not limited to:
 - i. Provide all transition services received on or before the scheduled termination date of the Contract;
 - ii. Complete all reports, assessments, and analyses required by the Contract; and
 - iii. Agree to fully cooperate with the Department on all requirements of the Contract.