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Rick Scott, Governor

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**Attachment A**  
**DRAFT CONTRACT**  
**FOR**  
**GROUP DENTAL INSURANCE**  
**DMS 16/17-016**  
**BETWEEN**  
**STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**[Contractor]**

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**ATTACHMENTS:**

[Attachment A: Minimum Service Requirements](#)

[Attachment B: Performance Guarantees](#)

[Attachment C: Plan Design](#)

[Attachment D: Subcontractors](#)

[Attachment E: Eligibility and Enrollment File Layout](#)

[Attachment F: Affidavit Layouts](#)

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## **Contract**

This Contract is entered between [Contractor] (“Contractor”), with its principal corporate offices at [location], and the Florida Department of Management Services (“Department”), with its principal offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950 (each, a “Party” and collectively, the “Parties”).

## **Recitals**

WHEREAS, the Department issued Request for Proposal No. DMS 16/17-016 to solicit firms interested in providing group dental insurance; and

WHEREAS, Contractor responded to the RFP, and after the procurement process the Department awarded a contract to Contractor.

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

## **Section 1      Definitions**

### **1.1    Definitions**

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

“Access” means 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.

“Account Management Team” means the following individuals employed by Contractor: **[TBD]** Changes to the individuals listed above shall be sent to the Department in writing, and will not require a Contract amendment.

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

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

“Claim(s)” means an application for payment of or reimbursement for benefit payment incurred by Members, which is filed in accordance with Contractor’s requirements.

“Confidential Information” means information in the possession or under control of the State or Contractor 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 or federal law or regulation that serves to exempt information from public disclosure.

“Contract” means this agreement between the Department and Contractor including Attachments A-F.

“Contractor” means **[TBD]**.

“Contract Administrator” means the person designated pursuant to subsection 11.5 of this Contract.

“Contract Manager” means those persons designated pursuant to subsection 11.7 of this Contract.

“Data” or “State of Florida Data” means representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, Protected Health Information that are 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; and section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. 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. Data includes the original form of the Data and all metadata associated with the Data.

“Department” means the Florida Department of Management Services.

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

“Division” or “DSGI” means the Department’s Division of State Group Insurance.

“Effective Date” means January 1, 2018 at 12:00 A.M., Eastern Time, the first date Services are provided to Members.

“Eligible Dependents” means enrolled dependents of Enrollees, as defined by the Florida Administrative Code and statutes.

“Enrollee” means those persons as defined in subsection 110.123(2)(b), Florida Statutes.

“Implementation Date” means the date the Contract is fully executed by all Parties.

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

“RFP” means Request for Proposals No. DMS 16/17-016, Group Dental Insurance.

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

“Notice” means written notification from one Party to the other Party regarding performance under the Contract pursuant to section 11.23 of this Contract.

“Performance Guarantees” means specific measurement indicators assigned to Contract tasks representing timeliness and quality of task output, as set forth in **Attachment B: Performance Guarantees**.

“Plan” and “Plan Design” means the group dental insurance benefits, as set forth in **Attachment C: Plan Design**.

“Plan Year” is based on the calendar year from January 1 to December 31.

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

“Subcontractor” refers only to Contractor’s subcontractors and agents that deliver Services required by this Contract. The term “Subcontractor” does not include dental care providers or other health care providers.

“State” means the State of Florida.

## **1.2 Rules of Interpretation**

In this Contract, unless otherwise indicated or otherwise required by the context, the following rules of interpretation shall apply:



- 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;
- 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;
- Defined terms in the singular shall include the plural and vice versa and the masculine, feminine or neutral-genders shall include all genders;
- 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;
- The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation”;
- Any reference to a governmental entity or person shall include the governmental entity’s or person’s authorized successors and assigns; and
- 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, 2018.

### **1.3 Hierarchy of Documents**

If the Contract terms are inconsistent with the Plan Design or statute, then the Plan Design or statute will prevail.

## **Section 2 Term, Scope of Services and Payments**

### **2.1 Term**

#### **2.1.1 Initial term**

The initial Contract term is two (2) years, and Services will commence on the Effective Date and end after 11:59:59 P.M., on December 31, 2020, unless extended, terminated or renewed as provided herein. The Parties acknowledge that the Plan will not be implemented and administered under this Contract until January 1, 2018. While pre-implementation Services will be required, payment will be made only in accordance with subsection 2.4.2 of the Contract.

#### **2.1.2 Renewals**

At its sole option and discretion, the Department may renew the Contract for up to three (3) additional one (1) year renewal terms at the same, or lower, prices than those specified in this Contract. Such renewal will be binding on Contractor and may be in one (1) year or multiple-year

increments at the Department's sole option. If Contractor agrees to pricing concessions or is obligated to provide alternate pricing terms pursuant, the renewal will specify the adjusted price. Renewal in whole or in part shall be at the sole discretion of the Department and shall be contingent upon the Department's determination that Contractor has satisfactorily performed its obligations under the Contract. The Department shall also consider whether 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.

Contractor shall not charge any costs for renewing the Contract. The renewal is subject to appropriations by the legislature and is contingent upon the availability of funds.

### **2.1.3 Department's Right to Terminate for Convenience**

Upon Notice to Contractor, the Department 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 interest to do so. Contractor shall not perform any Services after the effective date of the termination as set forth in the Notice, except as necessary to complete the remaining portion of the Contract, if any. Contractor will not be entitled to recover any lost profits, consequential 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, 2018, the Department shall reimburse Contractor for direct costs actually incurred for authorized Services satisfactorily performed prior to the Notice of termination.

### **2.2 Scope of Work**

Contractor will provide all labor, materials and supplies necessary to provide the Services as described in this Contract, including but not limited to, providing all reports listed in **Attachment A: Minimum Service Requirements** in the prescribed format and frequency, as well as to the intended recipient by the due date. Contractor agrees to periodic reviews by the Department regarding Contractor's performance in order to improve delivery of the Services.

Corrective work to comply with the requirements of this Contract will be performed by Contractor at its expense, and Contractor will not be entitled to any compensation for such corrective work.

The Department, by written change order, may unilaterally require changes altering, adding to or deducting from the Services, provided that such changes are within the general scope of the Contract.

### **2.3 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 the Department determines it is in its best interests to do so. The Department will provide Contractor Notice in accordance with subsection 11.23 of this Contract, outlining the particulars of suspension. After receiving a suspension Notice, Contractor will comply with the Notice.

### **2.4 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.

#### **2.4.1 Bills for Travel**

Bills for travel expenses are not permitted under this Contract.

#### **2.4.2 Payments and Plan Pricing**

Contractor agrees to perform all Services for the compensation and financial arrangements set forth in this Contract. No additional compensation will be allowed.

The Parties agree that payments under this Contract shall be made monthly in accordance with the enrollment information maintained by People First, the State's self-service, secure, web-based human resource information system and enterprise-wide suite of human resource services. Contractor shall not invoice or bill the Department. Payments will be made to Contractor via electronic funds transfer (EFT) and by State-determined due dates. Contractor must complete a direct deposit authorization form. Payments from Contractor to the State shall be made via EFT and by State-determined due dates.

On a monthly basis, DSGI will verify the calculation of premium payments due to Contractor based on contracted premium rates and Member enrollment. People First maintains and updates the State's system of records and will calculate the premium due using its eligibility and enrollment system. People First will make adjustments based on updated information.

Generally, People First will forward the enrollment Data to Contractor via an eligibility and enrollment file, the layout of which is found in **Attachment E: Eligibility and Enrollment File Layout**, by the 10<sup>th</sup> day of each calendar month. DSGI will subsequently make premium payments to Contractor no sooner than the 15<sup>th</sup> day of each calendar month and no later than the 30<sup>th</sup> day of each calendar month.

Upon conclusion of the annual open enrollment period, People First will provide Contractor with enrollment data for all Members enrolled at that time for the next Plan Year's coverage to allow Contractor to meet all necessary Service requirements and Performance Guarantees.

All payments to the State shall be made separately by EFT from any payment balances due from the State. The netting of payments related to the Contract is prohibited.

Employee-paid premiums are generally deducted from the Members' paychecks. Payroll deductions must be processed as even-numbered premium amounts. If a Member's calculated monthly premium is odd, the system will add or subtract one penny from the premium deducted. Disregarding the dollar amount, if the odd numbered premium is more than 50 cents per month, one penny is added to the amount deducted. Disregarding the dollar amount, if the odd numbered premium is less than 50 cents per month, one penny is subtracted from the amount deducted. Amounts resulting from this addition or reduction will not be considered an overpayment or underpayment. Neither Contractor nor the State nor the Enrollee will collect any amount of excess premium that may accumulate from this process.

Premium rates must be valid for a minimum of one (1) Plan Year. Rate increases are subject to the approval of the Department. An appropriate premium rate adjustment may be made via Contract amendment. Without the Department's approval, the premium rates shall not be different than those specified in this subsection of the Contract.

In consideration of the Department's internal requirements and open enrollment, premium rate changes must be approved by the Department prior to July 1<sup>st</sup> of any Plan Year. Premium rate changes submitted after this date or submitted prior to this date but without time for a reasonable review period will not be considered.

Plan pricing is found on the following page:

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**Indemnity with PPO Plan**

Coverage Tier	Initial Term Plan Years		
	2018	2019	2020
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]
Coverage Tier	Renewal Term Plan Years		
	2021	2022	2023
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]

**Standard PPO Plan**

Coverage Tier	Initial Term Plan Years		
	2018	2019	2020
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]
Coverage Tier	Renewal Term Plan Years		
	2021	2022	2023
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]

**Preventive PPO Plan**

Coverage Tier	Initial Term Plan Years		
	2018	2019	2020
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]
Coverage Tier	Renewal Term Plan Years		
	2021	2022	2023
Employee Only	[TBD]	[TBD]	[TBD]
Employee + Child(ren)	[TBD]	[TBD]	[TBD]
Employee + Spouse	[TBD]	[TBD]	[TBD]
Employee + Child(ren) + Spouse	[TBD]	[TBD]	[TBD]

### **2.4.3 Appropriations**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. No Department funds will be expended on this Contract.

## **Section 3 Contract Administration**

### **3.1 Ownership of Materials and Record Retention**

All Deliverables, papers, documents, materials, work and other items prepared by 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 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 or in accordance with its corporate record retention standard or in accordance with State and federal law, whichever amount of time is greater.

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 personal health information that Contractor creates, receives, maintains or transmits in Contractor's administration of the Plan, as required by Health Insurance Portability and Accountability Act ("HIPAA") standards. Records shall be retained until the final disposition of a Claim, the expiration of this Contract, the conclusion of any judicial or administrative proceedings or audits or other action, the timeframe required by any State Record Retention Schedules, the timeframe required by Contractor's corporate record retention schedule, or the timeframe required by State or federal law, whichever time is greater. Records may be retained in a digital imaging format.

## **3.2 Contractor Obligations**

### **3.2.1 General**

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

### **3.2.2 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 writing in the event of any material change in personnel, address or phone number.

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

### **3.2.3 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 (including their key personnel and/or location of processes for the Services) without the express written consent of the Department. Prior to engaging the services of any Subcontractor, Contractor must complete **Attachment D: Subcontractors** and submit to the completed form to the Department. . Each approved Subcontractor will be subject to the same terms and conditions as the Contract.

### **3.2.4 Employee and Subcontractor Security Requirements**

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

### **3.2.5 Background Screening, Record Retention and Warranty of Security**

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

#### **3.2.5.1 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 warrants that all Persons will have passed the Background Screening described herein before they have Access to 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.

The minimum background check process will 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 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 will be screened as a prior condition for performing Services 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 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.

#### **3.2.5.2 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:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony 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.

### **3.2.5.3 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.

### **3.2.5.4 Annual Certification**

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

### **3.2.5.5 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 Data or Data that is otherwise visible. The Contractor will

also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity that is not directly approved to participate in the scope of work set forth in this Contract.

### **3.2.5.6 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.

### **3.2.5.7 Record Retention**

The Contractor shall retain a list of all Persons with Access to 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 Data, including a policy and procedure for Access to Data.

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

- 1) The identity of all individual(s) who Accessed Data in any way, whether those individuals are authorized Persons or not;
- 2) The duration of the individual(s)' Access to Data, including the time and date at which the access began and ended;
- 3) The identity, form, and extent of Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the Access to Data, including whether 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 3.2.5.6. 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 **\$5,000** for each breach of this subsection.

#### **3.2.5.8 Indemnification**

The Contractor agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period of time following the breach.

#### **3.2.5.9 Contactor's Responsibility to Notify Department**

Notwithstanding any provision of this Contract to the contrary, within one (1) Business Day of discovering that any State of Florida Data is breached, any unauthorized Access of Data occurs (even by Persons or companies with authorized Access for other purposes), any unauthorized transmission of Data, or any credible allegation or suspicion of a material violation of the above, Contractor shall provide Notice to the Department. This Notice is required whether the event affects one Member or the entire population. The Notice shall be clear and conspicuous and include a description of the incident in general terms; the type of personal information that was subject to the unauthorized Access, transmission or breach; the number of individuals who were, or potentially have been, affected by the breach; and the actions taken by Contractor to protect the Data from further unauthorized Access, transmission or breach. However, the description of those actions in the Notice may be general so as not to further increase the risk or severity of the unauthorized Access, transmission or breach.

Upon becoming aware of an alleged breach, unauthorized Access of Data, or unauthorized transmission of Data, Contractor shall set up a conference call (via a phone call and email) with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 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. Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. Contractor shall provide the Department with final documentation of the incident including all actions that took place. If Contractor becomes aware of a security breach or security incident outside of normal business hours, Contractor shall provide Notice thereof to the Department within one (1) Business Day.

#### **3.2.5.10 Vendor's Responsibility to Notify Participants**

Contractor shall pay all costs to notify all persons whose Data was accessed by any breach, unauthorized Access, or transmission caused by Contractor or its subcontractors or agents no later than thirty (30) days after discovery. If 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. Contractor shall pay all costs to notify such persons related to any breach unless the breach was caused by the Department or the Department's contractors or agents. 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.

In the event of a breach and upon the Department's request, Contractor shall pay for and maintain a prompt mechanism on its existing toll free telephone line, e-mail link, and fully functioning web page to respond to any person's concerns about security and any breach, unauthorized access or transmission, or any credible allegations or suspicions of the above. If requested by the Department, Contractor shall pay for and provide written notification to affected persons via first class U.S. Postal Service (USPS) mail. Contractor shall provide all staff necessary to perform these functions.

#### **3.2.6 Work Locations, No Offshoring of Data**

Unless otherwise agreed to in writing, Contractor will not perform any Services, in whole or in part, outside the United States and will not allow any State of Florida Data to be transmitted,

Accessed or stored outside of the United States. No Subcontractors will perform any Services, in whole or in part, outside the United States.

Contractor agrees that a violation of this section will result in immediate and irreparable harm to the Department and will entitle the Department to liquidated damages of **\$50,000** per violation, with a total cap of **\$500,000** per event. This is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages 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) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

### **3.2.7 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

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.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) days of Contract execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five (5) days to the Contract Manager identifying the new hire with its E-Verify case number.

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or

if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

### **3.2.8 Monitoring by the Department**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

### **3.2.9 Preferred Pricing Affidavit**

Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee.

Contractor's fee under this Contract will not exceed the Contractor's total fees then in effect for substantially the same services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing with more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and the Department and Contractor will execute a amendment of this Contract. The Contractor shall submit to the Department, a completed Preferred Pricing affidavit form annually.

### **3.2.10 Removal or Replacement of Employees and Subcontractors for Cause**

The Department may refuse Access to or require replacement of any Contractor employee, Subcontractor 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 action shall not relieve 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 Contractor's employees, Subcontractors or agents.

### **3.2.11 Employment of State Workers**

During the term of the Contract, Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by subsection 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.

### **3.2.12 Duty to Defend**

Contractor shall, at no additional cost to the Department, defend the Department, the State and/or Members against any litigation brought by participating network dental care providers seeking payment for covered services in excess of the applicable payment negotiated by Contractor. Contractor agrees to pay all resulting damages awarded or settlement amounts in any such litigation, provided that the Department, the State and/or the affected Enrollees provided timely written notification to Contractor of such litigation and provided that Contractor had sole control of the defense of such litigation and any related settlement negotiations.

### **3.3 Acceptance of Services**

The Department will conduct its acceptance review in a manner so as to identify whether the Services materially fail to conform to the Contract. Upon determining that Contractor has materially failed to provide Services as required under this Contract, the Department shall provide Notice thereof to the Contractor (“Notice of Nonconformity”) in accordance with subsection 11.23 of this Contract, specifying how the Service materially fails to meet the requirements of the Contract. Within five (5) Business Days of Notice of the Nonconformity, Contractor will give Notice in accordance with subsection 11.23 of this Contract of either:

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

Within ten (10) Business Days of Notice of Contractor’s reply, the Department will either accept or reject Contractor’s reply (with or without modifications from the Department) and provide Notice in accordance with subsection 11.23 of the Department’s decision and proposed remedy, if any.

### 3.4 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, Contractor will promptly correct, cure, replace or otherwise remedy such performance at no cost to the Department.

This section shall survive termination of this Contract.

## Section 4 Audit Rights

The Department has the right to conduct performance and/or compliance audits related to this Contract regarding any and all Services provided by Contractor and/or Subcontractors approved in conformity with subsection 3.2.3 of this Contract. Such Services are further defined in **Attachment A: Minimum Service Requirements** and **Attachment B: Performance Guarantees**. The Department may at any time enter and inspect Contractor’s or Subcontractor’s physical facilities where operations required under this Contract are performed, with reasonable written notice. Except in emergency situations, reasonable written notice will be provided for audits conducted at Contractor’s or Subcontractor’s premises. Audits may include, but are not limited to, audits of procedures, computer systems, Claims files, provider contracts, service records, accounting records, internal audits, quality control assessments, any and all applicable dental care provider contracts, and service programs related to this Contract. Contractor and/or Subcontractor will cooperate and work with any representative selected by the Department to conduct said audits and inspections, including but not limited to, other State agencies. Contractor and/or Subcontractor will make available all data or information requested by the Department in furtherance of an audit.

Contractor recognizes and acknowledges that released statements from its dental care providers are not required for the Department or its designee to conduct compliance and performance audits on any of 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 operation.

This provision will not limit the rights of 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 independently of, or in conjunction with, the Department.

## **Section 5      Diversity**

It is the policy of the State that Certified 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 6      Liquidated Damages**

### **6.1      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.

## 6.2 Implementation Delays

Untimely Implementation of Services. If Contractor fails to fully implement Services by the Effective Date, it shall pay liquidated damages of **\$25,000** per Calendar Day, not to exceed **\$500,000**, 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 Services are fully implemented.

## 6.3 Failure to Meet Performance Guarantees

Contractor agrees to payment of liquidated damages if it fails to meet the Service requirements set forth in **Attachment B: Performance Guarantees**.

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 Section 6.2, above.

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 reports delivered pursuant to this Contract.

Contractor will provide the Department with a Performance Guarantee report showing Service levels as set forth in **Attachment B: 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 Contractor fails to meet, Contractor will remit appropriate payment to the Department within fifteen (15) days after submitting the Performance Guarantee report to the Department or by the timeframe specified by the Department should the Department choose to invoice or otherwise notify Contractor in writing.

The Department may require Contractor to propose and implement a reasonable corrective action plan to address and correct the root cause of any missed Performance Guarantee.

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 8. However, if Contractor's performance falls below the minimum level of performance for the same Performance Guarantee for three (3) quarters and such failure is not otherwise excused, then the Department may declare an event of default.

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.

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 7 Insurance**

### **7.1 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 under this Contract may not commence until such time as insurance is secured by 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. Contractor shall notify the Department in writing immediately if Contractor loses any insurance coverage.

Commercial General Liability. Contractor must continuously maintain commercial general liability insurance (inclusive of any amounts provided by an umbrella or excess policy) in the face amount of five million dollars.

Business Interruption Insurance. Contractor must continuously maintain business interruption insurance coverage in the face amount of five million dollars.

Professional Indemnity Insurance. Contractor must continuously maintain professional indemnity insurance that must cover professional liability and error and omissions in the face amount of five million dollars. 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. 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.

Contractor will provide all certifications of insurance as proof of insurance including renewed or replacement evidence of coverage at least thirty (30) Calendar Days prior to the expiration or termination of any insurance policy or otherwise in accordance with the relevant Minimum Service Requirements and Performance Guarantees.

## **7.2 Performance Bond**

In accordance with subsection 110.123(3)(d)2, Florida Statutes, prior to execution of this Contract, Contractor will deliver to the Department's Contract Manager a performance bond or irrevocable letter of credit in the amount of five hundred thousand dollars. 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 four (4) 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:

**Obligee:** The Department shall be named as the beneficiary of the bond. The insurer or bonding company shall be obliged to cover the full cost of performance loss suffered by the State of Florida.

**Notice of Attempted Change:** Contractor shall provide Department prior written notice or immediate written 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 Contractor's failure to pay bond premiums.

**Premiums:** The Department shall not be responsible for any premiums or assessments on the bond.

**Purpose of Bond:** The performance bond is to protect the Department and the State against any loss sustained through failure of Contractor to perform the Services in accordance with the Contract. No payments shall be made to Contractor until the performance bond is in place and approved by the Department in writing.

Upon execution of the Contract and by Contract year start each year following the Effective Date, 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 section, 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 8 Events of Default and Remedies**

### **8.1 Contractor Events of Default**

Any one or more of the following events by Contractor, which is not cured within ten (10) Calendar Days after receipt of Notice thereof provided by the Department, shall constitute an event of default:

- Contractor fails to pay any sum of money due hereunder;
- Contractor fails to provide the Services required under this Contract;
- Contractor employs an unauthorized alien in the performance of any work required under this Contract;
- Contractor fails to correct work that the Department has rejected as unacceptable or unsuitable;
- Contractor discontinues the performance of the work required under this Contract;
- Contractor fails to resume work that has been discontinued within a reasonable time after written notice by the Department to resume work;
- Contractor abandons the project;
- Contractor becomes insolvent or is declared bankrupt;
- Contractor files for reorganization under the bankruptcy code;
- Contractor commits any action of bankruptcy or insolvency, either voluntarily or involuntarily;
- Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due the State or federal government;
- Contractor makes an assignment for the benefit of creditors without the approval of the Department;
- Contractor made or has made a material misrepresentation or omission in any materials provided to the Department;
- Contractor commits any material breach of this Contract;
- Contractor fails to furnish and maintain the performance bond;
- Contractor fails to procure and maintain the required insurance policies and coverages required by this Contract;
- The Department determines that the surety issuing a bond securing Contractor's performance of its obligations hereunder becomes insolvent or unsatisfactory;
- 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;

- Contractor is suspended or is removed as an authorized Contractor or vendor by any State or federal agency; is convicted of a felony; or is placed on the State's convicted vendor list;
- 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;
- Contractor refuses to allow auditor access as required by the Contract;
- Contractor's license to provide Services in the State is suspended or revoked;
- Contractor violates subsection 3.2.6, or Contractor's State of Florida Data is transmitted, stored, or Accessed outside of the United States;
- Contractor engages or changes Subcontractors in violation of subsection 3.2.3, of the Contract;
- Contractor fails to provide written notice to the Department of problems or issues impacting provision of Services within seven (7) Calendar Days of (i) the discovery thereof or (ii) when discovery should have been reasonably discovered;
- For any other cause whatsoever that Contractor fails to perform in an acceptable manner; and
- Failure to meet the same Performance Guarantee for three measurement periods (i.e., month, quarter, etc.).

## **8.2 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 one or both of the following remedies:

- Termination of this Contract; and
- Institution of 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.

In the event of Contractor's default, all State agencies will be advised to not do business with Contractor without written approval from the Department's Division of State Purchasing until such time as Contractor reimburses the State for all re-procurement and transition costs.

## **8.3 Department Events of Default**

Any one or more of the following events by the Department, except as otherwise provided below, constitutes 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.

#### **8.4 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 or all of the following remedies:

- a. Equitable Relief.
- b. Monetary Damages. Contractor is entitled to recover any compensation due under Section 2 of this Contract for Services actually provided in accordance with the Contract but not paid by the Department. Contractor is not entitled to, and will not seek, any other reimbursement, payment or damages, including but not limited to lost profits, consequential or indirect costs 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.

#### **8.5 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 remedy shall not be construed as a waiver of any other remedy.

## **Section 9 Termination for Cause**

### **9.1 Termination for Cause**

The Department may terminate the Contract if Contractor commits an event of default under subsection 8.1 of this Contract. Contractor shall be liable for any re-procurement costs. Contractor shall continue work on any work not terminated. Except for an event of default(s) resulting from the actions 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 Contractor and the Subcontractor,

and without the fault or negligence of either, 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 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 pursuant to subsection 2.3.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

### **9.2 Exclusive Remedy**

Contractor agrees that the provisions of section 9 shall be its exclusive remedy for termination and that Contractor is not entitled to, and will not seek, any other reimbursement, payment, claim or damages, including but not limited to lost profits, consequential or indirect damages, home office overhead, or costs for accelerating performance.

### **9.3 State's Right to Cure Provider's Default**

If Contractor commits an event of default in the performance of any term, provision, covenant or condition of this Contract, the Department may, upon Notice to Contractor and after the expiration of the ten (10) Calendar Day curative period, perform the same for the account and at the reasonable expense of Contractor. As a result, if the Department pays any sum of money, does any act that will require the payment of any sum of money, or incurs any expense in the enforcement of its rights hereunder or otherwise, Contractor will, upon request of the Department, promptly pay to the Department any such sum(s), with a rate of interest as statutorily set by the State Comptroller (or successor) or as otherwise set forth herein.

## **Section 10 Transition Services**

In the event of termination or expiration of the Contract, Contractor shall work with the Department in good faith to transition or phase out the Services of the Contract.

Transition Services shall be provided for up to twelve (12) months, unless otherwise waived by the Department, and such Services shall include:

- Continued provision of specified, identifiable Services;
- Contractor's cooperation with the Department and/or another Contractor designated by the Department in connection with the transfer of Services to such other Contractor;
- Notification of current procedures;
- Listing of equipment and software licenses then used to provide the Services;



- Explanations of operations to new Contractor;
- Submission of a schedule for transition activities; and
- In post-migration status, answering reasonable questions on an as-needed basis.

The transition Services rendered during the term of the Contract shall be provided at no additional cost.

Contractor recognizes that the Services under the Contract are vital to the Department and must be continued without interruption and that, upon Contract expiration or termination, a successor may continue them. Contractor's failure to cooperate with a succeeding contractor in providing continuity of Services is a breach of this Contract and an event of default, which shall entitle the Department to damages. Contractor shall provide experienced personnel during the Contract completion period to ensure that the Services are maintained at the same required level of proficiency, subject to the required Performance Guarantees, and to furnish phase-out training to either the Department or another contractor.

Upon Notice, Contractor shall furnish phase-out Services for up to six (6) months after the Contract terminates and negotiate in good faith a plan with a successor to determine the nature and extent of required phase-in or phase-out Services. The plan shall specify a training program, subject to Department approval, necessary to avoid interruption of the Services.

Within thirty (30) Business Days from the date of termination or expiration of the Contract, Contractor shall deliver all related files, records or other documentation, in any form, to the Department. Attorney-client and work product privileged information and proprietary and competitively sensitive trade secret information belonging to Contractor shall not be subject to this provision.

This section shall survive termination of this Contract.

## **Section 11      General Provisions**

### **11.1 Advertising**

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 dental 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.

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.

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.

### **11.2 Assignment, Acquisition by Third Party**

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract. In the event of any proposed sale, transfer or assignment, 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 Contractor from its liability for the prompt and effective performance of its obligations under this Contract.

### **11.3 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 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 provide Notice to the Department of any Changes, indicating the specific law, rule, regulation, draft or pending legislation, and/or policies and procedures.

Contractor will implement all requirements arising from Changes. Such Changes will not entitle Contractor to any extension of time, term or increase in compensation, except for those Changes that materially cause an increase in the Services or the scope of work. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to Contractor. The Parties may renegotiate the relevant portions of the Contract to the extent reasonably necessary to ensure that the Services comply with such Changes and the original intent of the Parties, to the extent permitted by law.

### **11.4 Compliance with Laws, Including HIPAA**

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 examples, chapter

110.123, Florida Statutes, and chapter 60P, Florida Administrative Code, govern the Contract. By way of further non-exhaustive examples, 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 an event of default and a breach of this termination. Contractor provide immediate Notice to the Department if Contractor loses any licenses.

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.

Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with 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 Services including but not limited to properly executed Business Associate Agreement, as set out herein.

Public Entity Crimes: A person or affiliate who has been placed on the "convicted vendor list" following a conviction for a "public entity crime," as those terms are defined in section 287.133, Florida Statutes, may not submit a bid or proposal on a contract to provide any goods or services to a public entity; may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or proposals 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 Category Two threshold amount provided in section 287.017, Florida Statutes, for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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.

### **11.5 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:

Maureen Livings, Purchasing Analyst  
Departmental Purchasing  
4050 Esplanade Way, Suite 335.2Y  
Tallahassee, FL 32399-0950

The Department will provide written notice to Contractor of any changes to the Contract Administrator, and any such change will not be deemed an amendment to this Contract.

### **11.6 Department of State, Corporate Status Certificate**

Contractor and all Subcontractors must provide the Department with conclusive evidence under section 607.0127, Florida Statutes, that the Contractor or Subcontractor maintains a certificate of status or a certificate of authorization, as applicable, from the Florida Department of State under section 607.0128, Florida Statutes. Such certificate of status or certificate of authorization must not be subject to any qualification. Contractor and all Subcontractors must maintain a certificate of status or a certificate of authorization, as applicable, without qualification throughout the life of the Contract.

### **11.7 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:

Greg Mauldin  
Division of State Group Insurance  
4050 Esplanade Way, Suite 215  
Tallahassee, FL 32399-0950

Contractor's Account Manager is:

[TBD]

[TBD]

Each Party will provide prompt written notice no later than two (2) 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.

### **11.8 Dispute Resolution**

The Parties acknowledge that efforts should always be made to avoid Disputes through good communication and prompt requests for clarification and information. If a Dispute arises under this Contract (a "Dispute"), the Parties agree that the following procedures shall be the sole and exclusive procedures for resolution.

Negotiations. The Parties will attempt in good faith to resolve any Dispute. Managers of the Department and Contractor who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of the Services at issue will promptly enter into negotiations to settle the Dispute. To the extent permitted by law, all negotiations shall be treated as confidential settlement negotiations for purposes of discovery and admissibility in any later legal action.

Legal Action. The Parties will allow for at least thirty (30) Calendar Days of executive-level negotiations, commencing on the date the aggrieved Party provides Notice of the Dispute to the other Party. If a Dispute is not resolved within this timeframe, either Party may bring an action in the State court in Leon County, Florida.

This section shall survive termination of this Contract.

### **11.9 Venue**

The sole and exclusive venue of any legal action that arises out of or relates to the Contract shall be the State court in Leon County, Florida. In any such action, Florida law shall apply. This section shall survive termination of this Contract.

### **11.10 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, for its own purposes and not for the benefit of any third party.

### **11.11 Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **11.12 Force Majeure, Notice of Delay and No Damages for Delay**

Contractor shall not be responsible for delay resulting from its failure to perform if neither (i) the fault nor the negligence of Contractor or its employees or agents contributed to the delay and (ii) the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar causes wholly beyond Contractor's control, or for any of the foregoing that affect Subcontractors or suppliers if no alternate source of supply is available to Contractor. In the case of any delay Contractor believes is excusable under this section, Contractor shall provide written notice to the Department of the delay or potential delay either within (i) ten (10) Calendar Days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (ii) if the delay or potential is not reasonably foreseeable, within five (5) Calendar Days after the date Contractor first had reason to believe that a delay or potential delay could result. The written notice shall specifically describe the cause of the delay or potential delay. No claim for damages shall be asserted against the Department, and Contractor shall not be entitled to payment of any kind from the Department for direct; indirect; consequential; or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising due to delay, disruption, interference or hindrance from any cause whatsoever. If Services are suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, Contractor shall perform once the causes have ceased to exist and at no increased cost; however, if the Department determines, in its sole discretion, that the suspension or delay will significantly impair the value of the Contract to the State, the Department may accept allocated Services from Contractor, provided that Contractor grants preferential treatment to the Department with respect to Services subjected to allocation and/or purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the delayed or suspended Services. The Department may deduct any purchases from the Contract quantity and/or terminate the Contract in whole or in part.

THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing written notice in strict accordance with this paragraph is a condition precedent to such remedy.

### **11.13 Changes**

The Department may unilaterally require, by written order, changes altering, adding to or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld.

### **11.14 Further Assurances**

The Parties will, subsequent to the Implementation 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.

### **11.15 Indemnification**

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify, defend and hold harmless the State, and its officers, agents and employees, from suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury or wrongful death, damage to real or personal tangible property, or any other action alleged to be caused in whole or in part by Contractor, its agents, employees, partners or Subcontractors; provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State.

Further, Contractor shall fully indemnify, defend and hold harmless the State from any suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right. If any Service is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of a suit, Contractor may at its sole expense procure for the State the right to continue using the Service or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure the State the right to continue using the Service, Contractor shall remove the Service and refund the State the amounts paid in excess of a reasonable rental for past use. The State shall not be liable for any royalties.

Contractor's obligations under the preceding two paragraphs with respect to any legal actions are contingent upon the State giving Contractor Notice of any action or threatened action, the opportunity to participate in the defense of and settle any such action at Contractor's sole expense, and assistance in defending the action at Contractor's sole expense. Contractor shall

not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

Contractor shall also indemnify, defend and save harmless the Enrollees for any financial loss caused by the failure of Contractor, its officers, directors or agents to comply with the terms of this Contract.

This section shall survive termination of this Contract.

### **11.16 Defense of Third-Party Claims**

#### **11.16.1 Notice of Claims**

Contractor shall promptly provide written notice to the Department regarding 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 provide written notice to Contractor regarding any Plan-related legal actions or proceedings brought or initiated against Contractor, the Department or the Plan, of which the Department becomes aware.

#### **11.16.2 Department as Real Party in Interest**

If an Enrollee files suit against Contractor regarding eligibility or enrollment 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 in writing of its action. Prior to filing any such motions, Contractor shall, when possible, advise the party filing the suit, as appropriate, that issues regarding eligibility or enrollment that is the legal administrative responsibility of the Department (i) require the exhaustion of administrative remedies and/or (ii) that the Department is the real party in interest for such disputes. Regarding legal proceedings involving eligibility or enrollment that is the legal administrative responsibility of the Department, the Department may support Contractor's motions to drop Contractor and/or to substitute the Department 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. Contractor shall, when possible, notify the Department in writing prior to the filing of any motion or pleading and shall notify the Department in writing no later than seven (7) Business Days after the filing of any such motion.



**11.16.3 Contractor as Real Party in Interest**

In the event a lawsuit is filed against Contractor that raises a recognized cause of action or claim for relief based on Contractor's professional practices and/or application of its 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 opposing party allegedly arise out of the professional practices and the policies and procedures of Contractor and do not concern eligibility, enrollment or coverage disputes that are the legal administrative responsibility of the Department.

**11.16.4 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 Members or other persons relating to the administration of this 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.

**11.16.5 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.

**11.16.6 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 Enrollees. 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.

#### **11.17 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.

#### **11.18 Inspection at Contractor Site**

The Department reserves the right to inspect, at any reasonable time with prior written 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.

#### **11.19 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.

#### **11.20 Lobbying and Integrity**

Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty, or offer, give, or agree to give to anyone any Gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this provision, "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind. Upon request of the Department's inspector general or other authorized State official, Contractor shall provide any type of information the inspector general deems relevant to Contractor's integrity or responsibility. Such

information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or relate to the Contract. Contractor shall retain such records for the longer of three (3) years after the expiration of the Contract or the period required by the general records schedules maintained by the Florida Department of State. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the inspector general or other authorized State officials for investigations of Contractor's compliance with the terms of this Contract or any other agreement between Contractor and the State that results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible to the Department for any costs of investigations that do not result in Contractor's suspension or debarment.

#### **11.21 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 Data and will not be entitled to any compensation by the Department for those costs. This section shall survive termination of this Contract.

#### **11.22 Modifications of Terms**

The Contract contains all the terms and conditions agreed upon by the Parties, which shall govern all transactions under the Contract. 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 shall not constitute amendment to this Contract or waiver of a default.

#### **11.23 Notices**

As used in this subsection and throughout this Contract, "Notice" means written notification from one Party to the other Party regarding performance under the Contract by certified mail, return receipt requested, by reputable courier service or delivered personally as follows:

To the Department:

Department of Management Services  
Division of State Group Insurance  
Dental Plan Contract Manager  
4050 Esplanade Way, Suite 215  
Tallahassee, FL 32399

To the Contractor: [TBD]

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.

Such Notices shall be provided for circumstances described in this Contract or as otherwise determined by the Department to be material.

#### **11.24 Public Records**

##### **11.24.1 Public 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.

##### **11.24.2 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 Confidential Information 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.

### **11.24.3 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 the Confidential Information, the Department will notify the Contractor in writing 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 Department shall give the Contractor prompt written notice of the demand prior to releasing the information labeled “Confidential” (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

### **11.24.4 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 response 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.

### **11.24.5 Contractor as Agent**

Solely for the purposes of this subsection, the Contract Manager is the agency 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:

- Keep and maintain public records required by the public agency to perform the service.
- 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.
- 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.

- 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.

**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.**

#### **11.25 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.

#### **11.26 Taxes**

The State does not pay federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Contractor or for any taxes levied on employees' wages.

#### **11.27 Waiver**

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

### **11.28 Warranty of Authority**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract.

### **11.29 Warranty of Ability to Perform**

Contractor shall provide the Department appropriate documentation demonstrating that Contractor is in good standing and legally authorized to transact Services business in Florida. Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish Contractor's ability to satisfy Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other State or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

### **11.30 Severability**

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **11.31 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 Contractor's capacity to give impartial, technically sound, objective assistance and advice, or may give Contractor unfair negotiating advantage with respect to the Department.

### **11.32 Best Pricing Clause**

During the Contract term, if Contractor provides substantially the same Plan(s) at lower pricing to any other substantially similar clients, then Contractor shall immediately reduce the pricing to the lowest price for this Contract. In addition, Services and programs not currently part of the benefits offered to Members, but offered to substantially similar clients, shall be proposed for the Department's consideration to offer to Members for the same or lower price. This does not include or apply to other plan designs. New offerings shall not be added or incorporated under

this provision. Contractor agrees to annually submit to Department an affidavit from an authorized representative attesting that Contractor is in compliance with this requirement. The affidavit will be submitted to the Department by December 31<sup>st</sup> each year.

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

**DEPARTMENT OF MANAGEMENT SERVICES**

**Signature:** \_\_\_\_\_  
Erin Rock, Chief of Staff

**Date:** \_\_\_\_\_

**[CONTRACTOR]**

**Signature:** \_\_\_\_\_

**Print Name  
and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Attachment A: Minimum Service Requirements**

Contractor shall comply with and provide Services in accordance with the Minimum Service Requirements (MSRs).

Contractor agrees to provide documentation evidencing compliance with these MSRs. Should Contractor become aware at any time that they are not in compliance with any MSR, Contractor will notify the Department's Contract Manager immediately in writing. Contractor will also provide a corrective action plan detailing the steps Contractor will take to either become in compliance with the MSR and/or avoid future non-compliance.

### **I. Implementation**

1. Contractor shall submit the final Implementation Plan to the Department for approval no later than ten (10) Business Days following full execution of the Contract. If the Implementation Plan is not determined to be sufficient by the Department, Contractor will diligently work to deliver a final Implementation Plan satisfactory to the Department, recognizing 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, 2018, specify the dates of completion of all steps and identify the person(s) responsible for each step. The Implementation Plan shall include, but is not limited to, the following implementation milestones:
  - a. Establish an approved website exclusively for State of Florida Members, toll-free customer service phone line(s) and Department-approved communications three (3) weeks in advance of the start of the fall Open Enrollment period.
  - b. Participation in the fall Open Enrollment benefit fairs coordinated by the Department.
  - c. Conduct regular implementation status meetings with the Department's Contract Manager. Contractor shall be responsible for recording detailed meeting minutes and follow-up action items on behalf of all team Members during implementation meetings.
  - d. Conduct background checks in accordance with subsection 3.2.5 of the Contract.
  - e. Prior to Open Enrollment, mail an announcement/welcome letter to all potential Enrollees for the first year of the Contract.

- f. Apply the provisions of the Plan design, including but not limited to the covered Services, exclusions and limitations, and establish and implement any necessary system edits, controls or other functions to ensure Plan design is accurately administered to Plan Enrollees.
  - g. Test enrollment files, review key procedures and program process controls (i.e. approval, design, testing, acceptance, user involvement, segregation of duties and documentation). Functional approval by the Department is required.
  - h. Design and present to the Department for approval all communication materials to be used for Plan Enrollees. Communication materials include, but are not limited to, ID cards, brochures, paper Claims (reimbursement) forms, standard letters, system generated letters, templates, envelopes, posters and any other materials used to communicate with Plan Enrollees.
2. Contractor shall be 100 percent operational prior to the Effective Date of January 1, 2018. Contractor is subject to Section 6 of the Contract for failure to meet this milestone.
  3. Contractor shall mail ID cards without Social Security numbers to all Plan Enrollees no later than December 20, 2017.

## **II. Account Management**

4. Contractor shall assign a Contract Manager as the primary contact for the Department. If requested by the Department, the Contract Manager shall be replaced with one that the Department may interview and approve.
5. Contractor shall assign an Account Management Team, as identified in subsection 1.1 of the Contract. The Account Management Team shall include an executive sponsor and a Contract Manager.
6. The Account Management Team shall devote the time and resources necessary to successfully manage the State of Florida account, including being available for telephonic, email and on-site consultations.
7. The Account Management Team shall be thoroughly familiar with Contractor's functions and operations related 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, Claim adjudication policies and procedures, banking arrangements and relationships with third parties.

## 8. Meetings

The Account Management Team (excluding the executive sponsor) shall attend all quarterly meetings at the State offices in Tallahassee, Florida, or via conference call, as determined by the Department. Contractor shall not be entitled to additional compensation for meeting preparation or attendance. The meetings shall be held no later than sixty (60) Calendar Days after the end of each reporting quarter. The meeting to review the fourth quarter of a calendar year is both a quarterly and year-end meeting.

Contractor 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, Contractor and Department will discuss goals, expectations and priorities; review Contractor's quarterly reports; and address other issues such as Performance Guarantees, quality assurance, operations, benefit and program changes or enhancements, legislative issues, audits, trends utilization, program outcomes, customer service issues, future goals and planning and other issues reasonably related to the Contract. Contractor shall address past performance and anticipated future performance and compare the Plan's experience to national trends and Contractor's total book of business, other similar governmental clients and Contractor's "best in class."

Within five (5) Business Days after any meeting, Contractor shall provide the Department detailed and well-documented draft meeting minutes. The Department will review and revise the draft minutes as appropriate and return to Contractor. Contractor shall provide the Department final meeting minutes within five (5) Business Days after receipt of the revised minutes. Minutes shall include a clear and detailed account of the meeting, a list and description of any deliverables, identify the responsible Parties and provide projected delivery dates.

Progress meetings, issue meetings and emergency meetings shall be held as needed. Either Party may call such a meeting, subject to reasonable written notice. Any meeting held in person shall be at the State offices in Tallahassee, Florida. Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

## III. Support Services

9. Contractor shall participate in all locations of the annual Open Enrollment benefit fairs that are sponsored by the Department or its designee, including the 2017 fairs for the 2018 plan year. Contractor representatives attending the benefit fairs shall be adequately

trained and knowledgeable about the Plan. Contractor shall be responsible for all costs associated with participating in benefit fairs including, but not limited to, travel and a proportionate share of facility fees.

10. No promotional, educational or any other materials or written communications related to the Plan may be distributed or otherwise communicated without the prior review and written approval of the Department. The Department shall be provided the opportunity to customize all such communications. The final materials used by Contractor must not differ in form or utility from those approved by the Department before dissemination or other use.

Upon request of the Enrollee, Contractor shall provide printed materials in a medium widely accepted for the visually impaired.

All printed material shall be provided in electronic Microsoft Word or Adobe PDF format with final versions submitted to the Department in PDF file format.

11. Contractor shall provide Members with ID cards either as a new Member or when there are changes in the card's elements, at no additional cost to the Members or the Department. The design of the ID card is subject to the approval of and customization by the Department.

Contractor shall mail one (1) ID card for each Member. Contractor will provide additional ID cards upon request by a Member.

A unique Member ID number assigned by Contractor will be printed on each ID card. The Member's Social Security number will never be printed on the ID card.

12. Contractor shall, upon request and at no additional cost, provide the Department with any necessary data, documents or other items to enable the Department to timely (as defined by the Department) respond to public record requests and subpoenas.

13. When inquiries come from individuals or organizations other than the Department, Members, prospective Members or dental providers, Contractor shall notify the Department immediately in writing of such inquiries. Any response or material responding to such an inquiry shall be submitted to the Department for approval prior to dissemination by Contractor.

14. Contractor shall, upon request of the Department or its attorneys and at no additional cost, make available all necessary resources to assist the Department in responding to

any aspect of Services delivered under the Contract, including but not limited to Departmental inquiries or those received by the Department from Enrollees, providers, or any other persons or entities. Such requests shall be given a priority status, shall be subject to a method of tracking, shall result in the delivery of all requested information or documentation, and shall be overseen by a lead staff person specific to the subject matter area. When the Department is required to provide immediate responses to inquiries, Contractor shall immediately assist the Department in preparing its reply, including providing data and documentation within the timeframes prescribed by the Department at that time.

15. Contractor shall make available all necessary resources to assist the Department in responding to bill analysis, legislative inquiries and requests related to any aspect of Services delivered under the Contract, at no additional cost. Contractor shall respond in the timeframe set by the Department, which shall be determined at the time of inquiry depending on the scope and complexity of the request.
16. Mail returned to Contractor as undeliverable shall be held for thirty (30) Calendar Days, during which time Contractor shall search for an updated address on the subsequent enrollment file. After thirty (30) days, if no updated address information is provided via the subsequent enrollment file, Contractor may destroy the returned mail.
17. Contractor's system must indicate type or topic of the written correspondence and corresponding dates that individual mailings are provided to specific Enrollees.

#### **IV. Customer Service**

18. Contractor shall develop and maintain formal and informal grievance/appeal procedures designed to fairly and expeditiously resolve problems related to the Plan. This information shall be provided to the Department upon request, at no additional cost. Contractor shall maintain a record of all grievances from Enrollees and shall provide a summary of grievances to the Department quarterly, or more frequently upon request.
19. Contractor shall maintain a customer service unit, comprised of employees of Contractor (not contracted or temporary labor) to perform all aspects of customer service to assist Members, prospective Enrollees, providers and other persons regarding all aspects of the Plan. Calls to this unit shall be accepted and answered promptly by a live customer service representative between the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, every Business Day.

20. 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.
21. Contractor shall maintain an adequate number of incoming lines dedicated to servicing Enrollees and provider inquiries to meet or exceed related Performance Guarantees.
22. Contractor shall provide an online directory of all available network providers that shall be made available to the public without requiring registration. The directory shall be available 24/7. The directory shall indicate that the list is subject to change and list the last update date. Contractor shall update the online directory within 24 hours of the service effective date of a new dental provider contract or after receipt of network termination notice from a dental provider. The online directory shall be searchable by address and by ZIP code. The online directory shall have the option to search for providers within a 30 mile radius of the address or ZIP code. The online directory shall list the hours of operation for each provider. The online directory shall note whether a provider is accepting new patients or not accepting new patients.
23. Contractor shall provide and maintain a Plan-specific Enrollee website with 24/7 access for general information. Design and content shall be approved in advance by the Department. This website shall include links to the Department websites, Contractor (non-Enrollee) website, and others as appropriate to provide information to Enrollees. Such web-based access shall include, at a minimum, the ability to:
  - a. Access forms and brochures. Access to forms and brochures must be available to Members and nonmembers and must not require individuals to sign-up for or log-in to the site. Forms and brochures must be available to print directly from the individual's computer.
  - b. Order ID cards
  - c. Download and print ID cards
  - d. Locate network providers and hours of operation. Access to network providers must be available to Members and nonmembers and must not require individuals to sign-up for or log-in to the site.

## **V. Network**

24. Contractor shall provide and maintain a national comprehensive provider network sufficient to meet or exceed related Performance Guarantees.
25. Contractor shall provide written notice to the Department of anticipated Material changes to the network which may impact Plan Enrollees. Such written notice shall be provided at least ninety (90) Calendar Days in advance or as soon as feasible if the terminating provider gives Contractor less than 90 Calendar Days' notice.
26. If a provider withdraws from Contractor's network, Contractor shall provide impacted Enrollees ninety (90) Calendar Days' written notice thereof, or as soon as feasible if the terminating provider gives Contractor less than ninety (90) Calendar Days' notice. For the purposes of this requirement, Enrollee shall mean an Enrollee who has seen a terminating provider within the last three hundred sixty-five (365) Calendar Days.
27. Contractor shall, at no additional cost to the Department, defend the Department, the State and/or Enrollees against any litigation brought by participating network providers seeking payment for Covered Services in excess of the applicable payment negotiated by Contractor. Contractor agrees to pay all resulting damages awarded or settlement amounts in any such litigation, provided that the Department, the State and/or the affected Enrollees provided timely written notification to Contractor of such litigation and provided that Contractor had sole control of the defense of such litigation and any related settlement negotiations.

## **VI. Data and Interface**

28. Contractor shall be fully capable of accepting and implementing eligibility and other data files via a secure file transfer protocol (SFTP) on or before October 30, 2017.
29. Contractor shall not use or otherwise disseminate, sell, copy or make available to any person or entity any data relating to any aspect of performance of the Services without prior written authorization of the Department. This requirement shall survive the termination of the Contract.
30. Contractor shall maintain an information system capable of electronically receiving and updating Enrollee eligibility information (e.g., eligibility, name, address, coverage code). Contractor shall accurately convert and load the Department's enrollment files.

31. Contractor shall maintain enrollment records for all Enrollees based on the Department's enrollment files submitted to Contractor.
32. The maintenance of eligibility records shall be compliant with the required Health Insurance Portability and Accountability Act (HIPAA) standards.
33. The Department's enrollment file shall be the official system of record and Contractor shall not overwrite, update or in any way change the eligibility information without express direction from the Department.
34. Contractor shall accept the enrollment files in a format and frequency as required by the Department.
35. In addition to routine enrollment files, Contractor shall accept an Open Enrollment 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. The Open enrollment file shall not be loaded into production by Contractor.
36. The enrollment files shall be processed as required by the Performance Guarantees.
37. File transfers with other entities shall be exchanged in a secure method and approved by the Department.
38. Contractor shall develop, implement and maintain a disaster recovery plan which shall be reviewed by the Department on or before the Effective Date of the Contract. At a minimum, Contractor shall maintain backup of State files/data and shall be fully operational within 24 hours of a disaster.

## **VII. Reporting and Deliverables**

39. Contractor shall prepare and provide, at no additional cost, ad hoc reports in formats required by the Department. Contractor shall provide the Department with priority positioning for delivery of ad hoc report requests made by the Department or its designee regarding Plan-specific financial and statistical files, Enrollee Services, network adequacy, patient management and utilization reports. Contractor shall acknowledge report requests within one (1) Business Day and shall provide an expected timeline for completion and delivery.
40. The Department requires a number of regular monthly, quarterly and annual reports and/or deliverables. Reports that provide utilization and Claims reporting data by Plan



and by subgroup shall be provided in a format subject to customization by and approval of the Department. The subgroups at a minimum are Active, OPS and COBRA. Reports shall contain all such data/details as required by the Department. Reports shall be delivered electronically to the 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.

41. Complete and detailed backup/supporting documentation must be provided with submission of each report. Backup/supporting documentation must identify the source of the material.
42. Each report and/or deliverable shall be subject to PG-18.

#### **Monthly Reports**

- a. Eligibility discrepancy reports. Contractor shall deliver eligibility discrepancy reports based on the monthly enrollment file, indicating, where applicable, duplicate records, reject records and address errors.

#### **Quarterly Reports**

- b. Network adds/deletes report. Contractor shall deliver a network provider summary that includes the number of provider adds/deletes, geographic information and net impact to the network.
- c. Top providers report. Contractor shall provide a summary of top providers by volume of incurred Claims. The report shall indicate the name, location and network status of all listed providers.
- d. Claims experience report. Contractor shall provide a summary by month of enrollment, premium collected, Claims paid in the month, Claims incurred in the month and incurred loss ratio. The report shall provide subtotals for the reporting period(s) and the Plan Year.
- e. Utilization report. Contractor shall provide a paid Claims report by service and provider type.
- f. Benchmark utilization report. Contractor shall provide benchmark utilization data for clients of similar size and complexity.

- g. Performance Guarantees summary report. Contractor shall deliver the Performance Guarantee report as developed and provided by the Department (or as developed by Contractor if one is not provided by the Department) at least three (3) Business Days prior to each quarterly meeting.
- h. Internal audit report. Based on the results of Contractor's internal audits as specified in section IX: Audits of the Minimum Service Requirements, Contractor shall provide a report detailing the audit, its findings and financial impact on the Plan and Enrollees.

### **Annual Reports**

- i. Member satisfaction survey report. Contractor shall annually survey a sample of Enrollees to verify satisfaction levels relating to Contractor's customer service unit and other related Services and to gauge satisfaction with the Plan. Contractor will provide a copy of the survey instrument and results to the Department. The survey instrument and results reporting format shall be prescribed, or otherwise approved in advance, by the Department.
- j. Performance Bond and insurance report. Within thirty (30) Calendar Days of executing the Contract, Contractor shall provide the Department with verification that a sufficient bond is valid and will remain in force for the calendar year as prescribed in subsection 7.2 of the Contract.
- k. No Offshoring Affidavit. By the Effective Date and by December 31<sup>st</sup> of each year, Contractor shall provide the Department with an executed Affidavit of No OffShoring from an authorized representative.
- l. Warranty of Security Affidavit. By the Effective Date and by December 31<sup>st</sup> of each year, Contractor shall provide the Department with an executed Affidavit of Warranty of Security from an authorized representative.
- m. Best Pricing Affidavit. By the Effective Date and by December 31<sup>st</sup> of each year, Contractor shall provide the Department with an executed Affidavit of Best Pricing from an authorized representative attesting that Contractor is not providing substantially the same Services at a lower cost to other substantially similar clients as prescribed in subsection 11.32 of the Contract.

### **Renewal Report**

- n. By May 1, 2020, and annually by May 1 thereafter, Contractor shall submit to the Department a rate renewal report prepared and signed by an actuary with an FSA designation, subject to the Department's approval, to establish premiums for the renewal term. The report shall include at least the following information:
- (1) Projection of incurred Claim costs for the 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 of Florida;
  - (2) Detailed description of the methodology used to estimate Claims trend;
  - (3) Disclosure of the targeted loss ratio used in the renewal calculation;
  - (4) Disclosure of previous and current Plan Years' loss ratios; and
  - (5) Disclosure of supporting data used in calculations, including but not limited to enrollment, Claims analysis, trend analysis and demographic analysis.

Upon the Department's approval of the renewal report, an appropriate premium rate adjustment may be made via Contract amendment. Without the Department's approval and an amendment to the Contract, the premium rates shall not exceed those specified in the subsection 2.4.2 of the Contract.

### **VIII. Claims Processing**

43. Contractor shall establish and perform all aspects of Claims processing, Claims reimbursement, adjudication and payment in accordance with the Plan design. Pursuant to subsection 110.123(5)(g), Florida Statutes, Contractor shall provide written notice to Enrollees if any payment to any provider remains unpaid thirty-five (35) Calendar Days after receipt of the Claim. Contractor shall provide the Department with a monthly report listing those Enrollees having Claims not finalized within the thirty-five (35) day timeframe and the status of any such Claims.
44. Contractor shall maintain an accounting system and employ accounting procedures and practices conforming to generally accepted accounting principles and standards. Contractor's accounting records and procedures shall be open to inspection by the Department or its authorized representatives at any time during the Contract period and for so long thereafter as Contractor is required to maintain records, and such inspections

shall be subject to confidentiality protocol requirements. All charges, fees expenses and other costs applicable to the Contract shall be readily ascertainable from such records. Supporting documentation for all charges, fees, expenses and other costs shall be readily ascertainable from such records.

45. Contractor shall prohibit network providers who render covered Services to Plan Enrollees from billing such Enrollees for amounts in excess of the allowed amounts established by Contractor. Network providers may bill for applicable cost shares (as allowed by the Plan Design) and non-covered Services.
46. Prior to any denial of a Claim as not medically necessary, the Claim shall be reviewed by an appropriate medical professional. Contractor shall create, maintain and annually update related medical necessity policy guidelines. Contractor shall provide copies of any and all clinical and/or medical necessity policy guidelines upon the request of the Department.

#### **IX. Audits**

47. Contractor shall give the Department full access rights to perform audits or have audits performed by a third party, as determined necessary or required to ensure and validate that premiums are being expended timely, efficiently and within compliance of all governing Florida Statutes and the Contract. The Department's audit rights are further specified in the Contract.
48. Contractor shall make a designated, internal audit representative available to the Department or its designee throughout the entire audit process.
49. Contractor shall research discrepancies identified during the audit and report the results within ten (10) Business Days of the identification of the discrepancies.
50. Contractor shall review draft audit reports and provide written responses within ten (10) Business Days of receipt. Contractor's response will be included in final report.
51. Contractor shall provide one (1) non-redacted response to the audit and one redacted response to the audit in the event confidential or proprietary information is contained within the report. Only confidential or proprietary information may be redacted.
52. Contractor shall provide a corrective action plan to address all audit findings in the manner and timeframe designated by the Department. All audit findings are to be completely remediated (system corrections, financial impact analyses and

reimbursement – where applicable) within sixty (60) Calendar Days of the issuance of the audit report.

53. Contractor shall reimburse impacted Enrollees for any financial findings identified during the audit within twenty (20) Calendar Days of written notification from the Department as to the final amount due.
54. Contractor shall perform, no less frequently than quarterly, internal audits on a statistically valid sample of Claims and shall report results to the Department quarterly.

#### **X. Payment Specifications**

55. Contractor shall accept payments from the State through the State's standard transmittal process (i.e. electronic funds transfer (EFT) to Contractor) and by State determined due dates. Contractor must complete a direct deposit authorization form (currently form number DFS-AI-26E rev 6/2014.) The form can be accessed at <http://www.myfloridacfo.com/division/aa/forms/DFS-A1-26E.pdf>. Contractor shall provide any payments to the State through the normal transmittal process (i.e. EFT transfer from Contractor) and by State-determined due dates. All payments to the State shall be made separately by EFT from any payment balances due from the State. The netting of payments related to the Plan is prohibited.

#### **XI. Special Provisions**

56. Contractor shall immediately provide Notice to the Department if Contractor loses any accreditation, licenses or insurance coverage.
57. 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 Plan, as required by HIPAA. Records shall be retained for ten (10) years after the final disposition of a Claim, the expiration of this Contract, or the conclusion of any judicial or administrative proceedings or audits or other action, whichever is later. Records may be retained in a digital imaging format.

**Attachment B: Performance Guarantees**

It is critical to the success of the State’s benefits plans that the quality and timeliness of Services are maintained and that Contractor operates in a reliable manner. It would be impracticable and difficult to repair the actual damage sustained by the State in the event of certain delays or failures on scheduled Services and the provision of Services to Members served by this Contract. The Department and Contractor, therefore, agree that in the event of certain delays and failures, the amount of financial penalty that will be sustained will be the amounts set forth in this attachment.

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-1	Final Implementation Plan	a.) Contractor shall provide the final Implementation Plan, inclusive of all the details described <b>Attachment A</b> of this Contract, to the Department no later than the date specified.	Delivery no later than ten (10) Business Days following Contract execution	One time measurement	\$500 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	\$500 per meeting in which each member of the Account Management Team is not in attendance unless pre-approved by the Department

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-3	Open Enrollment Benefit Fairs	Contractor shall guarantee vendor employees at each annual open enrollment meeting and/or benefit fair sponsored by the Department or its designee.	One-hundred percent (100%) of benefit fairs will be staffed as required	Annually	\$1,000 per benefit fair not staffed as required
PG-4	Plan Performance Review	Within ten (10) Calendar Days following delivery of a performance review from the Department, Contractor shall develop and submit a corrective action plan (CAP) approved by the Department, and implement such plan within the time prescribed in the approved CAP.	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.  Measurement methodology shall be measured from date of delivery of the plan performance review in Calendar Days	No specified frequency	\$1,000 per Calendar Day late beyond the due date(s)

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-5	Service Level / Average Speed to Answer	Inbound customer calls received by the dedicated 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-nine percent (99%) of calls shall be answered within an average of thirty (30) seconds or less	Quarterly	\$500 per percentage point less than ninety-nine percent (99%)
PG-6	Call Abandonment Rate	The percentage of calls presented to the call center agent queue that are terminated by an Enrollee before a live person answers shall not exceed the specified rate.	Less than or equal to three percent (3%)	Quarterly	\$500 per percentage point, or fraction thereof, greater than three percent (3%)
PG-7	ID Cards	a) Open Enrollment: ID cards shall be mailed to Members no later than December 20 following receipt of a usable open enrollment file.	Ninety-nine percent (99%) or more will be mailed no later than December 20 <sup>th</sup> .	Annually	\$500 per percentage point less than ninety-nine percent (99%)
		b) Maintenance: ID cards throughout the calendar year shall be mailed within the time specified following receipt of a usable eligibility file.	Ninety-nine percent (99%) or more will be mailed within four (4) Business Days of receipt	Quarterly	\$500 per percentage point less than ninety-nine percent (99%)



Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		c) 100 percent of the information on the Member ID cards shall be accurate upon initial distribution to Members as compared to the enrollment file from which the Member ID cards were created.	Contractor, or Contractor's Subcontractor, shall conduct an internal audit on a statistically valid sample to determine the percentage of ID card accuracy.	Quarterly	\$500 per percentage point below 100 percent (100%).
PG-8	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	<ul style="list-style-type: none"> <li>• Scores ranging from 85.0% to 89.9%: \$5,000</li> <li>• Scores ranging from 80.0% to 84.9%: \$10,000</li> <li>• Scores ranging from 75.0% to 79.9%: \$15,000</li> <li>• Scores ranging from 70.0% to 74.9%: \$20,000</li> <li>• Scores 69.9% or lower: \$30,000</li> <li>• Failure to conduct survey - \$50,000</li> </ul>

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-9	First Call Resolution	Percent of telephone inquiries resolved by a customer service representative when a member calls. Calls requiring additional research are excluded from the computation of this metric.	Ninety percent (90%) of total calls resolved during initial point of contract from member	Quarterly	\$500 for each full percentage point below ninety percent (90%)
PG-10	Written Inquiries	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-11	Access Rate to General Dentists	Percent of Enrollees with access to a general dentist. Each of the three (3) plan designs shall be measured and reported independently.	At least 90.0 percent of all Enrollees shall meet the following minimum access requirements for general dentists: <ul style="list-style-type: none"> <li>• Urban: two providers within five miles of home ZIP code</li> <li>• Suburban: two providers within 10 miles of home ZIP code</li> <li>• Rural: two providers within 15 miles of home ZIP code</li> </ul>	Quarterly	\$2,000 per percentage point, or fraction thereof, below 90 percent.

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-12	Access Rate to Specialists	Percent of Enrollees with access to a dental specialist. Each of the three (3) plan designs shall be measured and reported independently.	<p>At least 85.0 percent of all Members shall meet the following minimum access requirements for specialists:</p> <ul style="list-style-type: none"> <li>• Urban: one provider within five miles of home ZIP code</li> <li>• Suburban: one provider within 10 miles of home ZIP code</li> <li>• Rural: one provider within 15 miles of home ZIP code</li> </ul>	Quarterly	\$2,000 per percentage point, or fraction thereof, below 85 percent.
PG-13	Eligibility Files	a) Routine Updates: Eligibility files shall be accurately and timely loaded within the time specified.	One-hundred percent (100%) within two (2) Business Days of receipt	Quarterly	\$500 for each day over the deadline, per incident

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
		<p>b) Non-routine Updates:  Ad hoc or non-routine manual enrollment updates at the request of the Department or its designee shall be completed in the time frame specified.</p>	<p>One-hundred percent (100%) within the same Business Day if requested during normal business hours; otherwise, during the next Business Day</p>	Quarterly	<p>One-hundred percent (100%) within the same Business Day if requested during normal business hours; otherwise, during the next Business Day: \$500 for each day over the deadline, per incident</p>
		<p>c.) Eligibility Discrepancies:  Eligibility discrepancies shall be reported by Contractor to the Department and eligibility vendor in the time frame specified.</p>	<p>One-hundred percent (100%) within four (4) Business Days of receipt</p>	Monthly	<p>\$500 for each day over the deadline, per incident</p>
PG-14	Claims Timeliness	<p>Measured from the date the Claim is received in the office (Day 1) to the date the processed Claim reaches final action determination (including weekends and holidays).</p> <p>For electronically submitted Claims, Day 1 is the date the Claim</p>	<p>a) The average quarterly Claims payment turnaround time will not exceed fourteen (14) Calendar Days for ninety percent (90%) of all non-investigated (clean) Claims</p>	Quarterly	<p>\$1,000 for each full percentage point below ninety percent (90%)</p>

		<p>was received, irrespective of time of day and including weekends and holidays.</p> <p>For Paper Claims, Day 1 is the date the Claim was stamped upon receipt.          The measurement methodology shall be:</p> <p>Non-investigated (clean Claims):</p> <p>(total number of original (clean) Claims received within the measured quarter end and processed within fourteen (14) days) / (total number of original (clean) Claims received within the measured quarter end and processed during the quarter)</p> <p>All Other Claims:</p> <p>(total number of original Claims received within the measured quarterly end and processed within thirty (30) days) / (total number of original Claims received within the measured quarter end and processed during the quarter)</p>	<p>b) One-hundred percent (100%) of all Claims will be paid within thirty (30) Calendar Days</p>	<p>Quarterly</p>	<p>\$1,000 for each full percentage point below one-hundred percent (100%)</p>
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Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-15	Financial Accuracy	<p>Measured as the absolute value of financial errors divided by the total paid value of audited dollars paid based on quarterly internal audit of statistically valid sample. The measurement methodology shall be:</p> <p>(Amount of Claims dollars in sample paid correctly / amount of Claims dollars paid in sample) x (strata population dollars / total population dollars)</p>	Average quarterly financial accuracy of ninety-nine percent (99%) or more	Quarterly	\$1,000 for each full percentage point below ninety-nine (99.0%)
PG-16	Processing Accuracy	<p>Measured as the percent of Claims processed without non-financial error. The measurement methodology shall be:</p> <p>(Number of Claims in strata sample without an administrative error / number of Claims in sample) x (number of Claims in strata population / number of Claims in total population)</p>	Average quarterly processing accuracy of ninety-seven percent (97%) or more	Quarterly	\$1,000 for each full percentage point below ninety-seven percent (97%)

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
PG-17	Payment Accuracy	<p>Measured as the percent of Claims processed without financial payment error. The measurement methodology shall be:</p> <p>(Number of Claims in sample paid accurately / number of Claims in sample) x (number of Claims in strata population / number of Claims in total population)</p> <p>Medicaid Reclamation Claims shall be subject to this Claims Payment Accuracy performance guarantee.</p>	Average quarterly financial accuracy of ninety-eight percent (98%) or more	Quarterly	\$5,000 for each full percentage point below ninety-eight percent (98%)
PG-18	Timeliness of Delivery of Reports/Deliverables	Reports and deliverables are due to the Department and/or the Department’s designee by the specified deadline	a) Monthly: delivered within 10 Calendar Days of the end of the reporting month.	Monthly	\$250 per day for each Calendar Day beyond the 10 <sup>th</sup> Calendar Day the report/deliverable is not received.
			b) Quarterly: delivered within 45 Calendar Days of the end of the reporting quarter.	Quarterly	\$250 per day for each Calendar Day beyond the 45 <sup>th</sup> Calendar Day the report/deliverable is not received.

Performance Indicator	Standard/Goal		Measurement Criteria	Measurement Frequency	Amount of Risk
			c) Annually: delivered by December 31 of each year.	Annually	\$1,000 per day for each Calendar Day after December 31 that a report/deliverable is not received.
PG-19	Network Provider Directory	Contractor shall provide a publically accessible online network directory. Changes to the provider network shall be reflected on the network provider directory within 24 hours of the occurrence or notification of the change.	100% of all provider network changes shall be reflected.	Quarterly	\$500 for each noncompliance per provider per day.



## **Attachment C: Plan Design**

Standard plan design provisions used to provide Services to Members that are not included in this attachment, or otherwise included in this Contract, and that do not conflict with the same may be used in relation to the Plan. If such provisions are normally set out in the insurance policy or certificate of coverage, Contractor must include them in the policy and/or certificate documents provided to the Department and Plan Members. If such provisions are technical in nature or generally relate to Contractor's internal practices or systems and are not typically found in the policy or certificate of coverage documentation, Contractor is not required to include these provisions in those documents, but must be able to explain and document any decisions resulting from such processes upon request from the Department.

The insurance policy that is issued to the Department for this Plan must be offered by a business entity domiciled in the State of Florida.

### **I. Eligibility**

Group dental benefits are guaranteed.

#### **A. Eligible Enrollees**

- i. Salaried employees, whether full-time or part-time, and full-time OPS employees.
- ii. COBRA participants.

#### **B. Eligible Dependents**

- i. Legal spouse.
- ii. Dependent child. This includes biological children, adopted children, children placed in the home for the purpose of adoption in accordance with State and federal laws, stepchildren, foster children and children the Enrollee has legal guardianship of in accordance with an Order of Guardianship. Dependent children are eligible through the end of the calendar year in which they turn age 26.
- iii. Disabled child. A dependent child who is mentally or physically disabled and chiefly dependent upon the Enrollee for support and maintenance is eligible to continue coverage after the end of the calendar year in which the child turns age 26. The employee must provide adequate documentation validating disability to Contractor prior to 60 Calendar Days of termination of the dependent's coverage. Coverage will be continuous.

Contractor is responsible for determining whether the dependent meets total disability criteria.

## **II. Enrollment**

The State's People First system is the system of record. Contractor shall accept effective and termination dates as set forth in the eligibility file. This does not preclude the investigation or correction of errors. Coverage is considered to begin on the Effective Date at 12:00 a.m. and considered to be in effect on the termination date until 11:59:99 p.m.

### **A. Election of Coverage**

The effective date of coverage is always the first day of the month. Eligible employees may enroll in coverage during the following timeframes:

- i. New hire period. Eligible employees have 60 Calendar Days from the date of hire to enroll in benefits. Coverage elected during the new hire period begins the first day of the month following receipt of a full month's premium.
- ii. Open Enrollment. Eligible employees may elect coverage during the annual Open Enrollment period. Coverage elected during Open Enrollment begins on January 1 of the new calendar year.
- iii. Qualifying Status Change events. Certain Qualifying Status Change (QSC) events allow employees to elect coverage. These QSC events, allowable elections associated with the QSC events and the timeframes employees have to make coverage changes due to the QSC events are included on the State of Florida Qualifying Status Change Event Matrix. The State of Florida Qualifying Status Change Event Matrix is incorporated in this Contract by reference. Changes and revisions to the State of Florida Qualifying Status Change Event Matrix are occasionally made and shall not constitute an amendment to the Contract.

### **B. Changes to Coverage**

Generally, once an election is made, the selected coverage remains in effect for the duration of the calendar year; however, such an election made during open enrollment will generally remain in effect for the entirety of the following plan year. Changes to coverage are always effective the first of the month. Employees enrolled in coverage may make changes to their coverage during the following timeframes:

- i. Open Enrollment.

- ii. Qualifying Status Change events.

### **C. Coverage Termination**

Coverage terminations always become effective on the last day of the month. Termination of a Member's coverage may occur as a result of the following:

- i. Open Enrollment. Eligible employees may cancel coverage during the annual Open Enrollment period. Coverage terminations due to cancellations made during Open Enrollment are effective on December 31 of the same calendar year.
- ii. Qualifying Status Change events.
- iii. Determination of ineligibility other than as described in the QSC event matrix (e.g., divorce).

### **III. Participating Providers**

Contractor shall maintain a provider network in compliance with the requirements the Minimum Service Requirements and Performance Guarantees. Participating providers associated with the provision of Services for this Contract:

- i. Must not charge an office visit copay;
- ii. Must complete Claim forms on behalf of the Member, unless the Member requests otherwise;
- iii. Must submit to Contractor a request for a cost estimate, or pre-treatment estimate, at the request of the Member; and
- iv. Must maintain accurate records with Contractor. This includes, but is not limited to, office address and telephone records, hours of operation, and whether or not the provider is accepting new patients.

### **IV. Plan Designs**

#### **A. Indemnity with PPO**

##### **i. Calendar Year Deductible**

Type I services: No deductible applies.

Type II and Type III services:

Employee Only	\$50
Employee + Spouse	\$100
Employee + Child(ren)	\$100
Employee + Family	\$150

Type IV services: No deductible applies

**ii. Calendar Year Maximum**

The calendar year maximum is the maximum dollar amount Contractor will pay toward the cost of dental services under this plan in a Plan Year. The calendar year maximum applies to type I, II, and III services, but does not apply to type IV services.

The calendar year maximum for this plan is \$2,000 per covered individual.

**iii. Orthodontia Lifetime Maximum**

The orthodontia lifetime maximum is the maximum dollar amount Contractor will pay toward the cost of orthodontic services for an individual covered by this Plan.

The orthodontia lifetime maximum for this plan is \$2,500.

**iv. Benefits**

Contractor will pay Claims in accordance with the chart below. Percentages are based on usual, customary and reasonable fees.

	<u>Participating Provider</u>	<u>Non-Participating Provider</u>
Type I Services	100 percent	100 percent
Type II Services	80 percent	80 percent
Type III Services	50 percent	50 percent
Type IV Services	50 percent	50 percent

There is no waiting period for Type IV services. There are no age limitations for Type IV services.

**B. Standard PPO**

**i. Calendar Year Deductible**

Type I services: No deductible applies.

Type II and Type III services:

Employee Only	\$50
Employee + Spouse	\$100
Employee + Child(ren)	\$100
Employee + Family	\$150

Type IV services: No calendar year deductible applies.

**ii. Lifetime Deductibles**

Type I, II, III services: No lifetime deductible applies.

Type IV services: \$50 per individual receiving services

**iii. Calendar Year Maximum**

The calendar year maximum is the maximum dollar amount Contractor will pay toward the cost of dental services under this plan in a Plan Year. The calendar year maximum applies to type I, II, and III services, but does not apply to type IV services.

The calendar year maximum for this plan is \$1,500 per covered individual.

**iv. Orthodontia Lifetime Maximum**

The orthodontia lifetime maximum is the maximum dollar amount Contractor will pay toward the cost of orthodontic services for an individual covered by this Plan.

The orthodontia lifetime maximum is \$2,000 when the Member receives services from a participating provider and \$1,500 when the Member receives services from a non-participating provider.

**v. Benefits**

Contractor will pay Claims in accordance with the chart below. Percentages are based on usual, customary and reasonable fees.

	<u>Participating Provider</u>	<u>Non-Participating Provider</u>
Type I Services	100 percent	80 percent
Type II Services	80 percent	50 percent
Type III Services	50 percent	30 percent
Type IV Services	50 percent	30 percent

There is a one year waiting period for Type IV services. Contractor will apply creditable coverage toward the waiting period. There are no age limitations for Type IV services.

**C. Preventive Plan PPO**

**i. Calendar Year Deductible**

Type I services: No deductible applies.

Type II services:

Employee Only	\$50
Employee + Spouse	\$100
Employee + Child(ren)	\$100
Employee + Spouse + Child(ren)	\$150

**ii. Calendar Year Maximum**

The calendar year maximum is the maximum dollar amount Contractor will pay toward the cost of dental services under this plan in a Plan Year.

The calendar year maximum for this plan is \$1,000 per covered individual.

**iii. Benefits**

Contractor will pay Claims in accordance with the chart below. Percentages are based on usual, customary and reasonable fees.

	<u>Participating Provider</u>	<u>Non-Participating Provider</u>
Type I Services	100 percent	80 percent
Type II Services	80 percent	50 percent
Type III Services	No benefit	No benefit
Type IV Services	No benefit	No benefit

**THIS SPACE INTENTIONALLY LEFT BLANK**

**Attachment D: Subcontractors**

The following are Contractor’s approved Subcontractors at the time of execution of the Contract. A change to this approved Subcontractor list does not require a Contract amendment but must adhere to the requirements of subsection 3.2.3 of the Contract.

Information	Subcontractor #1
Subcontractor Name	[TBD]
Corporate address, telephone number and website address	
Office address, telephone number and website of the proposed Subcontractor that will be performing any of the required services under the Contract	
Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID)	
Occupational license number (if applicable)	
W-9 Verification	
Primary contact person’s name, address, email address and telephone number	
Brief summary of the history of the Subcontractor's company and information about the growth of the organization on a national level and within the State of Florida	
Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's	

company during the most recent five years	
List and describe the Services the Subcontractor will be responsible for in the performance of the Contract	
Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.	
What procedures does Contractor have in place to ensure Subcontractor compliance with HIPAA requirements?	
Describe the process that Contractor will implement during the Contract term to ensure that background checks (as described in the Contract) will be completed on the Subcontractor.	

The following template must be submitted with any written notice of new Subcontractor.

<b>Information</b>	<b>Subcontractor #[TBD]</b>
Subcontractor Name	
Corporate address, telephone number and website	
Office address, telephone number and website of the proposed Subcontractor that will be performing any of the required services under the Contract	
Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID)	



Occupational license number (if applicable)	
W-9 Verification	
Primary contact person's name, address, email address and telephone number	
Brief summary of the history of the Subcontractor's company and information about the growth of the organization on a national level and within the State of Florida	
Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's company during the most recent five years	
List and describe the Services the Subcontractor will be responsible for in the performance of the Contract	
Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.	
What procedures does Contractor have in place to ensure Subcontractor compliance with HIPAA requirements?	
Describe the process that Contractor will implement during the Contract term to ensure that background checks (as described in the Contract) will be completed on the Subcontractor.	

## Attachment E: Eligibility and Enrollment File Layout

The eligibility and enrollment file is an outbound monthly file sent from the People First contractor to Contractor. Changes to this section do not require a Contract amendment. The Department will dictate the file format. The schedule provided herein is for illustrative purposes only.

The eligibility and enrollment file is a fixed width text file. As of the Implementation Date, the file format is as follows:

Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
<b>Header Record</b>					
COMPANY	3	N	1	The company code for the company the file is for	[000]
FILLER	1	X	4		
COUNT	10	N	5	Count of the # records in the open enrollment file	
FILLER	1	X	15		
DATE	8	N	16	Date the enrollment file was created	Format YYYYMMDD
FILLER	1	X	24		
COV PERIOD	6	N	25	Coverage period enrollment file is for	Formatted YYYYMM
FILLER	1154	X	31		
			1185		
<b>Detail Record</b>					
COMPANY	3	N	1	The company code for the company the file is for	[000]
PRODUCT	3	N	4	The product code for the type of insurance the company is covering	103
NAME	28	X	7	Employee's name	Formatted last name, a ",", first name, a space, middle initial. Field is upper case.
SSN	9	N	35	Employee's SSN	
SEX	1	X	44	Employee's sex	1= M for male, 2 = F for female
BIRTHDATE	8	N	45	Employee's birthday	Formatted YYYYMMDD
SAMAS ORG	11	N	53	Employee's samas org code	If employee status is retired and not a teacher: 9999999999. If employee status is retired and a teacher: 88888888888.

RFP for Group Dental Insurance  
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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
					<p>If employee status is COBRA: 7777777777</p> <p>If employee is a University employee: the agency/subagency combination followed by zeros (i.e. UWF employee would have “4970000000” in this field).</p> <p>If employee is in a PSA of 002, 0003, 0004, 0005, 0006, 0010, 0022, populate field with Legacy Agency code (on ZBC_BTRTL table) and zero fill the remaining fields. Else if PSA value is 0009, convert to 0010 prior to referencing ZBC_BTRTL table.</p> <p>Else select first eleven characters of FLAIR Organization Code on infotype 9124 (NOT FLAIR ACCOUNT CODE).</p> <p>The beginning digits of the SAMAS codes are listed below. Digits after the beginning codes listed here signify detailed information (division or bureau, for example) and would be burdensome and unnecessary to list here.</p> <p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES: 43  AGENCY FOR STATE TECHNOLOGY: 7298  AGENCY FOR PERSONS WITH DISABILITIES : 67  FLORIDA STATE COURTS-OFFICE OF STATE COURTS: 22  STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY: 40  STATE OF FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR: 31  FLORIDA POLYTECHNIC UNIVERSITY: 4915  OFFICE OF LEGISLATIVE SERVICES: 1100  FLORIDA A&amp;M UNIVERSITY: 4930  THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY: 0013  THE FLORIDA STATE UNIVERSITY: 4920  FLORIDA DEPARTMENT OF THE LOTTERY: 36  FLORIDA DEPARTMENT OF CORRECTIONS: 70  STATE OF FLORIDA DEPT OF HWY SAFETY AND MOTOR VEHICLES: 76  FLORIDA DEPARTMENT OF AGRICULTURE &amp; CONSUMER SERVICES: 42  THE UNIVERSITY OF CENTRAL FLORIDA BOARD: 4940  UNIVERSITY OF NORTH FLORIDA: 4990  THE UNIVERSITY OF WEST FLORIDA: 4970  STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION: 55  UNIVERSITY OF SOUTH FLORIDA: 4950  FLORIDA FISH AND WILDLIFE CONSERVATION C: 77</p>

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Attachment A: Draft Contract  
Contract No.: DMS 16/17-016

Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
					FLORIDA AGENCY FOR HEALTHCARE ADMINISTRATION: 68 FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES: 60 FLORIDA DEPARTMENT OF CITRUS: 57 STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: 7200 - 7295; 7297 FLORIDA DEPARTMENT OF LAW ENFORCEMENT: 71 STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS: 65 FLORIDA DEPARTMENT OF VETERANS AFFAIRS: 50 DEPARTMENT OF JUVENILE JUSTICE: 80 FLORIDA DEPARTMENT OF STATE: 45 STATE OF FLORIDA-DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS: 79 FLORIDA DEPARTMENT OF EDUCATION: 4800 - 4889 STATE OF FLORIDA DEPT OF MILITARY AFFAIRS: 62 FLORIDA DEPARTMENT OF REVENUE: 73 FLORIDA PUBLIC SERVICE COMMISSION: 61 FLORIDA DEPARTMENT OF HEALTH: 64 FLORIDA COMMISSION ON OFFENDER REVIEW: 78 OFFICE OF THE ATTORNEY GENERAL - DEPARTMENT OF LEGAL AFFAIRS: 41 STATE OF FLORIDA JUSTICE ADMINISTRATIVE COMMISSION: 21 FLORIDA INLAND NAVIGATION DISTRICT: 0050 STATE BOARD OF ADMINISTRATION OF FLORIDA: 0010 UNIVERSITY OF FLORIDA: 4910 WEST COAST INLAND NAVIGATION DISTRICT: 0080 DEPARTMENT OF ENVIRONMENTAL PROTECTION: 37 FLORIDA BOARD OF BAR EXAMINERS: 0020 FLORIDA COMMISSION ON COMMUNITY SERVICE: 0014 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY: 0120 THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES: 4980 FLORIDA ATLANTIC UNIVERSITY: 4960 MIAMI DADE COUNTY EXPRESSWAY AUTHORITY: 0110 FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES: 4995 NEW COLLEGE OF FLORIDA: 4955 Florida School for the Deaf & Blind: 4890
OPTION	3	N	64	The option code the employee has chosen for the company	[000]
COVERAGE	2	N	67	The coverage code the employee has chosen for the company. This is the	Employee Only: 01 Employee + Spouse: 10

RFP for Group Dental Insurance  
Attachment A: Draft Contract  
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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values																														
				coverage tier the employee is enrolled in.	Employee +Child(ren): 11 Employee + Family: 20																														
PREMIUM DUE	7	N	69	Premium amount that is due each payroll by the employee																															
PREMIUM PAID	7	N	76	Premium amount that the employee paid																															
FAC CONTR PERIODS	2	N	83	Lets the company know if this is an university faculty employee	University employee: 16 Not a university employee: 00																														
FAC CONTR PERIODS PAID	2	N	85	Not used																															
TERMINATION DATE	8	N	87	Date the employee terminated coverage for this enrollment record. Zeroes mean the employee is still active.	Formatted YYYYMMDD																														
TRANSACTION CODE	3	N	95	Indicates Positive or Negative premium	If premium paid was a credit or correction (i.e., a negative amount): 102 If premium paid was a positive amount: 094																														
TRANSACTION DATE	8	N	98	Date of transaction; Not used.																															
EFFECTIVE DATE	8	N	106	Indicates the date that coverage became effective for this enrollment record	Formatted: MMDDYYYY																														
WARRANT DATE	8	N	114	Warrant date of the premium paid	Formatted YYYYMMDD																														
COV PERIOD	6	N	122	Coverage period for when the premium paid is for	Formatted YYYYMM																														
COUNTY	2	N	128	County where the employee lives	<table border="1"> <thead> <tr> <th>State</th> <th>County Name</th> <th>Code</th> </tr> </thead> <tbody> <tr><td>FL</td><td>Alachua</td><td>01</td></tr> <tr><td>FL</td><td>Baker</td><td>02</td></tr> <tr><td>FL</td><td>Bay</td><td>03</td></tr> <tr><td>FL</td><td>Bradford</td><td>04</td></tr> <tr><td>FL</td><td>Brevard</td><td>05</td></tr> <tr><td>FL</td><td>Broward</td><td>06</td></tr> <tr><td>FL</td><td>Calhoun</td><td>07</td></tr> <tr><td>FL</td><td>Charlotte</td><td>08</td></tr> <tr><td>FL</td><td>Citrus</td><td>09</td></tr> </tbody> </table>	State	County Name	Code	FL	Alachua	01	FL	Baker	02	FL	Bay	03	FL	Bradford	04	FL	Brevard	05	FL	Broward	06	FL	Calhoun	07	FL	Charlotte	08	FL	Citrus	09
State	County Name	Code																																	
FL	Alachua	01																																	
FL	Baker	02																																	
FL	Bay	03																																	
FL	Bradford	04																																	
FL	Brevard	05																																	
FL	Broward	06																																	
FL	Calhoun	07																																	
FL	Charlotte	08																																	
FL	Citrus	09																																	

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Attachment A: Draft Contract  
Contract No.: DMS 16/17-016

Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
				FL	Clay 10
				FL	Collier 11
				FL	Columbia 12
				FL	Miami-Dade 13
				FL	DeSoto 14
				FL	Dixie 15
				FL	Duval 16
				FL	Escambia 17
				FL	Flagler 18
				FL	Franklin 19
				FL	Gadsden 20
				FL	Gilchrist 21
				FL	Glades 22
				FL	Gulf 23
				FL	Hamilton 24
				FL	Hardee 25
				FL	Hendry 26
				FL	Hernando 27
				FL	Highlands 28
				FL	Hillsborough 29
				FL	Holmes 30
				FL	Indian River 31
				FL	Jackson 32
				FL	Jefferson 33
				FL	Lafayette 34
				FL	Lake 35
				FL	Lee 36
				FL	Leon 37
				FL	Levy 38
				FL	Liberty 39
				FL	Madison 40
				FL	Manatee 41

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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
					FL Marion 42 FL Martin 43 FL Monroe 44 FL Nassau 45 FL Okaloosa 46 FL Okeechobee 47 FL Orange 48 FL Osceola 49 FL Palm Beach 50 FL Pasco 51 FL Pinellas 52 FL Polk 53 FL Putnam 54 FL St. Johns 55 FL St. Lucie 56 FL Santa Rosa 57 FL Sarasota 58 FL Seminole 59 FL Sumter 60 FL Suwanee 61 FL Taylor 62 FL Union 63 FL Volusia 64 FL Wakulla 65 FL Walton 66 FL Washington 67 Other Out of State/Country 99
ADDRESS	30	X	130	Address where the employee lives	
CITY	20	X	160	City where the employee lives	
STATE	2	X	180	State where the employee lives	
ZIP	9	X	182	Zip code where the employee lives	

RFP for Group Dental Insurance  
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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
OPS INDICATOR	2	X	191	Indicates if the employee is an OPS employee or not	00 = Not an OPS Employee 01 = OPS Employee
WORK PHONE	10	N	193	EE phone number	Example: 5556363599 No extension number; No formatting
EVENT CODE	4	X	203	Specifies which event code made EE enroll in the plan	Not all event codes listed may be relevant.  LE00: Address Change LE05: Birth or Adoption LE06: Adoption LE10: Court Order- Add Dep LE11: Court Order- Remove Dep LE12: Court Order- Add Dep NewPl LE15: Dependent Eligibile LE16: Dependent Eligibile Entitle LE17: Dependent Ineligible LE20: Emp Gain Entitle LE21: Emp Loss Group Health LE22: Emp Loss Ent/Group Health LE23: Dependent Loss Ent/Group Health LE25: Divorce w/Child LE26: Divorce w/out Child LE30: Marriage- Add Coverage LE31: Marriage- Remove Coverage LE35: Reversion LE40: Spouse Death- Add Coverage LE41: Spouse Death- Remove Coverage LE45: Spouse EmPLY Chg- Add Cov LE46: Spouse EmPLY Chg-Remove Cov LE47: Spouse Emp Chg Cov-Add LE48: Spouse EmPLY Chg Hlth-Rm LE50: Sp FT/PF- Add Cov LE51: SP PT/FT- Rmv Cov LE55: Sp Layoff- Add Cov LE56: SP Layoff Add-Dep IE LE60: Sp Unpd LOA- Ad Cov LE61: Sp Unpd LOA Ret LE80: Decrease/Cancel Cov LE90: Cancel Optional Life LE91: HSA Changes



RFP for Group Dental Insurance  
Attachment A: Draft Contract  
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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
					OVRD: Override REFR: SAP Refresh WE00: Cancel Coverage- Non-Pay Premium WE01: Cancel Cov-Emp-Elec WE05: Death WE10: FMLA Begin WE11: FMLA Ret- No Cov WE15: FT/PT Chg-Emp WE16: PT/FT Chg-Emp WE17: PT/FT Chg-Emp No Hth WE20: Layoff Begin WE21: Layoff Ret <1y, No Cov WE22: Layoff Ret >1y, No Cov WE30: Mgmnt Change WE35: New Hire WE36: NEW Hire OPS WE40: Ret to Act Diff Yr WE41: Ret to Act Same Yr WE42: Retire-Con Enroll WE43: Reire New Enroll WE50: Sp Prog-Add WE51: Sp Prog-Remove WE55: Special Enroll WE60: Termination WE61: Trm to Rehire>1M WE62: term to Rehire>1M FSA WE70: Tran-CS to SES, SMS WE71: Trans- SES, SMS to CS WE72: Trans- OPS to FTE WE75: Unpd LOA begin WE77: Unpd LOA Ret>1MNoCov WE78: Unpd LOA Ret, Cov, QSC LE01: Dependent (Birth) LE02: Acquire Dependent ANY: Anytime changes FAM: Family Status Changes HIRE: New Hire Enrollment JOB: Job Change RELO: Relocation Change

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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
					RETI: Retirement
FILLER	17	X	207		
DEPENDENT COUNT	2	N	224	Count of # dependents for the subscriber (Enrollee)	
DEPENDENT DATA				This field occurs 15 times with the information of the rest of the fields below	
RELATIONSHIP CODE Occurrence 1	2	N	226	Relationship the dependent has to the subscriber (Enrollee)	02: Spouse 03: Natural Child 04: Legal Guardianship 05: Grandchild 06: Adopted Child 07: Foster Child 08: Step-child 09: Unborn Child
DEPENDENT SSN Occurrence 1	9	N	228	SSN of the dependent	
DEPENDENT NAME Occurrence 1	28	X	237	Name of the dependent	Formatted last name, a “,”, first name, a space, middle initial. Field is in uppercase.
DEPENDENT BIRTH DATE Occurrence 1	8	N	265	Birthday of the dependent	Formatted YYYYMMDD
DEPENDENT EFFECTIVE DATE Occurrence 1	8	N	273	Indicates date the dependent coverage became effective for this enrollment record	Formatted YYYYMMDD
DEPENDENT TERMINATION DATE Occurrence 1	8	N	281	Indicates the date the dependent coverage was terminated for this enrollment record. Zeroes mean the dependent coverage is still active	Formatted YYYYMMDD
DEPENDENT SEX Occurrence 1	1	X	289	Sex of the dependent	M for male, F for female
DEPENDENT DATA Occurrence 2-15	896		290	This field occurs 15 times with the information of the rest of the Dependent information	

RFP for Group Dental Insurance  
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Field Name	Field Length	Field Type	Position (if fixed)	Field Description	Valid Values
			1185		

RFP for Group Dental Insurance  
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2016 eligibility file schedule, for illustrative purposes only.

Coverage Month	Date file sent to Contractor from People First
Jan-16	12/28/2015
Feb-16	1/26/2016
Mar-16	2/25/2016
Apr-16	3/29/2016
May-16	4/27/2016
Jun-16	5/27/2016
Jul-16	6/28/2016
Aug-16	7/27/2016
Sep-16	8/29/2016
Oct-16	9/28/2016
Nov-16	10/28/2016
Dec-16	11/28/2016
Jan-17	12/28/2016

## **Attachment F: Affidavit Layouts**

The following documents are the layouts of the affidavits mentioned in this Contract as of the Effective Date. The affidavits are subject to change. A change to any of the affidavits in this attachment shall not constitute a Contract amendment.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**AFFIDAVIT OF NO OFFSHORING**

Regarding the Contract between

[TBD] (the "Contractor")

And

State of Florida, Department of Management Services

Contract No.: DMS 16/17-016

Pursuant to subsection 3.2.6 of the Contract, the undersigned Contractor hereby attests that neither Contractor nor any of its Subcontractors perform any Services, in whole or in part, outside the United States and that neither Contractor nor any of its Subcontractors have allowed any State of Florida Data to be transmitted, Accessed or stored outside of the United States.

**Contractor Name: [TBD]**

**Contractor's Federal Employer Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20[XX]

by \_\_\_\_\_

(Signature of Notary)

Check One:

Personally Known

Produced the following ID

**AFFIDAVIT OF WARRANTY OF SECURITY**

Regarding the Contract between

[TBD] (the "Contractor")

And

State of Florida, Department of Management Services

Contract No.: DMS 16/17-016

Effective [TBD]

Pursuant to subsection 3.2.5 of the Contract, the undersigned Contractor hereby attests that Contractor is in compliance with the Warranty of Security clause in the Contract.

**Contractor Name: [TBD]**

**Contractor's Federal Employer  
Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20[XX]

by \_\_\_\_\_

(Signature of Notary)

Check One:

Personally Known

Produced the following ID

**AFFIDAVIT OF BEST PRICING**

Regarding the Contract between

[TBD] (the "Contractor")

And

State of Florida, Department of Management Services

Contract No.: DMS 16/17-016

Effective [TBD]

Pursuant to subsection 11.31 of the Contract, the undersigned Contractor hereby attests that Contractor is in compliance with the Best-Pricing clause in the Contract.

**Contractor Name: [TBD]**

**Contractor's Federal Employer  
Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

by

\_\_\_\_\_  
(Signature of Notary)

Check One:

Personally Known

Produced the following ID