

**CONTRACT No.: DMS 14/15-011
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
NORTHGATEARINSO, INC.**

AMENDMENT NO.: 2

This Amendment to Contract No.: DMS 14/15-011 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and NorthgateArinso, Inc. (the "Service Provider") and collectively known as the "Parties".

Therefore, the Parties agree to amend the Contract as follows:

1. **Dependent Eligibility Verification Services**. In accordance with Section 3.5.23 (C) Dependent Eligibility Verification Services, the Service Provider shall work cooperatively with the Department to assist with the third-party eligibility verification services in Fiscal Year 2017-18. Specifically, the Service Provider agrees to manually dis-enroll any dependent that is deemed ineligible, process Level I appeals, and answer calls from Participants regarding dis-enrollments and Level 1 appeals.

The Department agrees to pay the Service Provider \$94,491 in Fiscal Year 2017-18 for the above services. This payment will be divided into 12 equal monthly payments and added to the already agreed upon monthly invoice payment beginning on July 1, 2017.

2. **Dental Plan Active Enrollment**. In accordance with Section 4.11 Open Enrollment, the Department is proceeding with an active enrollment for the new dental plan offerings and the Service Provider agrees to support this initiative in addition to the standard administrative support provided for Open Enrollment. Service Provider agrees to staff at a sufficient level to meet the Performance Metrics during the Open Enrollment period (i.e., the full time equivalent of 24 additional HR Specialists for 45 days, which shall include 25 training days and 20 phone answering days). If during the standard enrollment period (October 16, 2017 through November 3, 2017), the number of calls in a day related to dental exceeds 1,252 calls, that specific day shall be excluded from Performance Metrics 2, 3, and 4 for purposes of determining whether the Service Provider met the Performance Metric standard for the month. Both Parties agree to work collaboratively to mitigate password reset calls in advance of the Open Enrollment period.

To pay for this work effort, the Department shall use 628 of its System Enhancement Hours, apply the \$43,125 prorated Fiscal Year 2016-17 year-end performance metric 6 credit, and pay the Service Provider \$117,437 in Fiscal Year 2017-18 for the above active enrollment services. This payment will be paid after the Open Enrollment period ends and shall be paid on an invoice separate from the December 2017 monthly invoice.

3. **Audited Financial Statements Due Date Modification**. In accordance with Section 3.3 Deliverables (b) Audited Financial Statements and Appendix B, the Parties mutually agree to change the annual due date from June 30 to September 30.

4. **Performance Metric 6 – Call Quality Accuracy Percentage Modification.** Amendment No. 1 to the Contract, Section 7 Performance Metric 6 – Call Quality Accuracy Percentage Modification is replaced in its entirety with the following:

Performance Metric 6 – Call Quality Accuracy Percentage

Definition: “Call Quality Accuracy Percentage” shall mean the actual total number of points scored on the Service Provider’s call quality evaluation form from the randomly sampled calls divided by the total number of possible points on the form from the randomly sampled calls.

For the purposes of this Performance Metric, random sampling shall be used to determine the call quality accuracy percentage. The Service Provider shall conduct, at a minimum, (i) a random sample of one half percent (.5%) of all answered calls to ensure that accurate information is being provided; and (ii) a random sample of 30 User I.D.s. from the answered calls (not part of the .5% random sample). During the month(s) of Open Enrollment, the number of sampled calls will not exceed the number of sampled calls in the month prior to the start of Open Enrollment.

For the 30 randomly sampled User I.D.s, the Service Provider shall review all calls made by each User over the past 12 months to ensure that the HR Specialist is providing a holistic approach in providing Services by reviewing the User’s call history and providing the correct and appropriate advice.

The Service Provider’s call quality evaluation form will have a possible 100 points. A “100” score means the HR Specialist met all the evaluation criteria that is used to rate a call. The actual number of points scored from the .5% randomly sampled calls and the 30 User ID calls shall be added together, and divided by the total number of possible points from the .5% randomly sampled calls and the 30 User ID calls to calculate the call quality accuracy percentage. For example, if the random sampling of .5% of all answered calls results in 100 calls being audited and the sample of calls for the 30 Users adds up to a total of 100 calls, the total number of calls evaluated would be 200. The total number of possible points would be 20,000 points (200 calls x 100 possible points per form). If the call evaluations result in a total of 19,000 points achieved, the call quality accuracy percentage would be 95% (19,000/20,000). The Department will review and approve the form.

The Service Provider shall provide the Department a report of all calls within the sample population where the call quality evaluation form score was less than 95%. The report shall include the HR Specialist’s name, member of the Covered Population’s name and identification number, description of the issue that caused the score to be less than 95%, and the corrective action taken. The Service Provider shall contact members of the Covered Population from the sample population to correct errors identified in call calibration and quality evaluation activities and such information shall be reported on the report as part of the corrective action taken. In addition, the Service Provider shall provide a quality report that includes a distribution of HR Specialist scores as well as a listing of the most frequently missed items from the call quality evaluation form.

For the purposes of this Performance Metric, the Covered Population calls shall include the Chard Snyder & Associates, Inc. Service Center, but the calls shall be

tabulated and evaluated separately between the People First Service Center and the Chard Snyder & Associates, Inc. Service Center, for evaluative purposes. If both of the Service Centers combined do not meet the target for this performance metric standard, the metric will be considered missed.

Standard: Greater than or equal to ninety-five percent ($\geq 95\%$)

Data Source(s): Avaya IQ and CommSoft

5. **Public Records.**

Access to Public Records

Service Provider shall comply with all applicable public records laws, including Chapter 119, F.S. Failure to comply shall be a breach of this Contract.

Redacted Copies of Confidential Information

If the Service Provider 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 Service Provider must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Service Provider claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

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 Service Provider-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Service Provider such an assertion has been made. It is the Service Provider's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Service Provider under legal process, the Department shall give the Service Provider prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Service Provider 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.

Indemnification

The Service Provider shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Service Provider's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Service Provider 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.

Compliance with Public Records Law

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

- a) Keep and maintain public records required by the public agency to perform the service.
 - b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Service Provider does not transfer the records to the public agency.
 - d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Service Provider or keep and maintain public records required by the public agency to perform the service. If the Service Provider transfers all public records to the public agency upon completion of the Contract, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Contract, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e) **IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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.**
6. **Scrutinized Companies List**. Scrutinized Companies List, Section 10.35 of the Contract, is replaced in its entirety with the following:

In executing this amendment, Service Provider, certifies that if the Contract exceeds \$1,000,000.00 in total, not including renewal years, it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473 and 215.4725, Florida Statutes, respectively, or is participating in a boycott of Israel. Pursuant to sections 287.135(5) and 287.135(3), Florida Statutes, the Service Provider agrees the Department may immediately terminate the Contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List,

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

7. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
8. This Amendment is effective on the last date signed by all Parties or July 1, 2017, whichever is later.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



David Zeckman, Chief of Staff

7/26/2017

Date

NORTHGATEARINSO, INC.


Signature

Steve Weintraub, President NA

Print Name and Title

7/25/17

Date

Dental Plan Enrollment for 2018 Plan Year

People First Service Center – Service Provider providing administrative support for Open Enrollment

- **Number of Impacted Participants.** There are 72,889 primary participants in non-grandfathered dental plans. Non-grandfathered dental plans are all being replaced and will require participants to make an active election for dental coverage.
- **Incremental Calls Estimate.** It is not possible to know how many calls will actually be received due to the dental plan changes; however, based on historical enrollment and calls to the service center, NGA estimates that:
 - There will be approximately 23,920 calls above a year when no active election is required.
 - The estimate is calculated by taking the 72,889 total dental plan participants less 18,535 dental enrollments last year to equal 54,364 incremental enrollments.
 - Last year, 44% percent of enrollments generated a call to the Service Center (36,935 calls answered divided by 83,934 total enrollments) ----- 54,364 incremental enrollments multiplied by 44% is 23,920 incremental calls.
- **Additional Agents Estimate.** Based on an average call handle time of 8 minutes per call (which includes an average talk time of 5:40 minutes and 2:20 in after-call wrap up), and assuming calls are distributed in a manner similar to last year, NGA estimates **24** additional agents will be needed to meet the demand of most days of the enrollment period. The calculation and assumptions are as follows:
 - 5 weeks of training, 3 weeks of open enrollment, and 1 week of the correction period [Note: NGA plans to retain half of this staff for each of the two weeks of the correction period] – 9 total weeks per agent
 - 9 weeks equates to 45 total days (25 training days and 20 phone answering days) or 360 hours (45 days multiplied by 8 hours total in a day)
 - 20 days multiplied 6.5 hours in a day = 130 phone answering hours per agent [note: 1.5 hours equates to work-related activities (e.g., call reviews, daily huddles, supplemental training) + 6.5 hours answering the phones = 8 total hours in a day]
 - 23,920 calls multiplied by 8 minutes per call = 191,360 total minutes
 - 191,360 minutes divided by 60 minutes in an hour = 3,189 total hours to staff
 - 3,189 hours divided by 130 phone answering hours per agent = 24 agents
- **SLAs.** Any day during the open enrollment period in which dental calls exceed 1,252 calls will be excluded from Service Level Metrics 2, 3, and 4 for the month. 1,252 was calculated by dividing the 23,920 calls by 20 days = 1,196 + 56 average dental calls last year.