

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

**AMENDMENT NO.: 3**

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".

WHEREAS, section 110.12303, Florida Statutes, requires the Department to establish a new Shared Savings Program and the Parties anticipate an enrollment increase in the existing Flexible Spending Account (FSA) / Health Savings Account (HSA) programs;

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

1. The Contract, **Appendix K - Flexible Spending Account (FSA) / Health Savings Account (HSA) System Functionality & Services** is hereby amended to add Item 16, Enrollment Increase.

For any health cost savings, a State Group Insurance enrollee may achieve through participation in products or services specifically outlined in Chapter 2017-88, Laws of Florida, the Service Provider shall make these cost savings payable to an enrollee as:

- a. A credit to the enrollee's flexible spending account;
- b. A credit to the enrollee's health savings account;
- c. A credit to the enrollee's health reimbursement account; or
- d. A payment as additional health plan reimbursement not exceeding the amount of the enrollee's out-of-pocket medical expense.

The Service Provider shall provide the appropriate staffing and training to their call center staff to answer customer questions regarding the new Shared Savings Program. The Service Provider shall also accommodate the Shared Savings Program with the establishment and implementation of any new reports and file feeds that may be required to share data associated with the Shared Savings Program with the State and the new Shared Savings Program service providers.

In the event the total enrollment in the Healthcare and Limited Purpose FSA program increases more than 5.13% above the five (5) year average enrollment increase from January 1, 2013, to January 1, 2018, in any month subsequent to the implementation of the Shared Savings program, the Service Provider shall invoice the Department at a rate of \$3.50 Per Employee Per Month (PEPM) for each enrollment above the established threshold. For example, from January 1, 2019 through December 31, 2019, the baseline FSA enrollment threshold number is 19,887. If the number of employees enrolled in an FSA is 20,000 for March 2019, the Department shall pay the Service Provider \$395.50  $((20,000-19,887) * \$3.50)$  for that month.

Table 1 depicts the enrollment threshold number that must be exceeded each month of the respective year to prompt payment.

**Table 1 – Healthcare FSA & Limited Purpose FSA Annual Enrollment Thresholds**

Plan Type	January 1 – December 31, 2019	January 1 – December 31, 2020	January 1 – December 31, 2021
Healthcare FSA & Limited Purpose FSA	19,887	20,907	21,978

In the event, the total enrollment in the HSA program increase more than 63.92% above the five (5) year average enrollment increase from January 1, 2013, to January 1, 2018, in any month subsequent to the implementation of the Shared Savings Program, the Service Provider shall invoice the Department at a rate of \$2.75 PEPM for each enrollment above the established threshold. For example, from January 1, 2019 through December 31, 2019, the baseline HSA enrollment threshold number is 7,476. If the number of employees enrolled in an HSA is 8,000 for March 2019, the Department shall pay the Service Provider \$1,441.00  $((8,000-7,476) * \$2.75)$  for that month.

Table 2 depicts the enrollment threshold number that must be exceeded each month of the respective year to prompt payment.

**Table 2 – HSA Annual Enrollment Thresholds**

Plan Type	January 1 – December 31, 2019	January 1 – December 31, 2020	January 1 – December 31, 2021
HSA	7,476	12,255	20,089

2. 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. The State of Florida’s performance and obligation to pay under this contract remains contingent upon an annual appropriation by the Legislature. Nothing contained herein shall be construed to obligate the State of Florida beyond the appropriated amount.
3. This Amendment is effective on the last date signed by all Parties.

**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~~

1/8/2019

Date

Katherine Parrish, Director of  
Finance and  
Administration

NORTHGATEARINSO, INC.



Signature

Mariana Longo

Print Name and Title

General Manager, RA

1-7-19

Date