



## **INVITATION TO NEGOTIATE 2017-02**

**for**

### **External Quality Review and Consultant Services**

**Proposals Due July 28, 2017**  
**3:00 p.m. Eastern Daylight Time**

Florida Healthy Kids Corporation  
661 E. Jefferson Street, 2<sup>nd</sup> Floor  
Tallahassee, Florida 32301  
(850) 224-5437

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## I. INTRODUCTION

### A. Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested vendors to submit proposals to this invitation to negotiate (“ITN”). The purpose of this ITN is to explore the various questions identified in this ITN and to determine the preferred set of solutions to achieve the goals of this ITN.

### B. Overview of Florida Healthy Kids

FHKC is a private, nonprofit organization established in section 624.91, Florida Statutes. FHKC is mission driven, collaborating with public and private partners statewide to ensure access to affordable, high quality health and dental insurance for eligible children.

The Florida Healthy Kids, MediKids and Children’s Medical Services programs together make up Florida’s Title XXI authorized Children’s Health Insurance Program or CHIP, created in Florida pursuant to sections 409.810 through 409.821, Florida Statutes.

Florida Healthy Kids provides a subsidized plan for children age 5 through end of age 18 whose families exceed the income eligibility threshold for Medicaid (133 percent to 200 percent of the federal poverty level). FHKC contracts with health and dental Plans on a capitated rate basis to provide health, dental and vision coverage for all eligible children in the household. Currently, four health Plans are available regionally. Dental is carved out, with three statewide dental carriers providing subsidized coverage. As of May 2017, approximately 159,400 children were enrolled in Florida Healthy Kids.

For those not eligible for subsidized coverage, Florida Healthy Kids currently offers a full-pay option for which families pay the entire premium and higher out-of-pocket costs for minimum essential coverage. One insured health Plan provides this health insurance coverage statewide. The three statewide dental Plans are also available as full-pay options, in conjunction with the health coverage. As of May 2017, approximately 11,500 children were enrolled in the Florida Healthy Kids full-pay plan and 9,800 were enrolled in dental.

Both subsidized and full-pay Enrollees are part of the Florida Healthy Kids Program (“Program”). Additional information about the Program is available in Appendix A: Background Information of this ITN.

### C. Competitive Process and Award

FHKC is not subject to the State of Florida procurement requirements and has established its own competitive process for vendor selection. All interested parties must respond as required in this ITN. FHKC reserves the right to establish mandatory guidelines for vendor selection and may reject any or all proposals at its discretion. In addition, FHKC may establish minimum quality standards in its sole discretion.

FHKC expects to award at least one (1) Contract but reserves the right to award more than one (1) Contract should this be to the benefit of FHKC in its sole discretion. Respondents are not guaranteed any minimum level of Services under this ITN.

The award of any Contracts under this ITN is contingent upon the continued availability of funds for the Program and this project.

**D. Defined Terms**

Terms used in this Invitation to Negotiate (“ITN”) are defined in the same manner as in Attachment 1: Proposed Contract.

**E. Order of Precedence**

In the event of conflict in terms among the foregoing during this ITN, the following order of precedence shall apply: addenda to the ITN, if any; this ITN; all attachments and exhibits to this ITN; Attachment 1: Proposed Contract.

**F. Amendment of the ITN**

FHKC reserves the right to amend any portion of the ITN at any time prior to the announcement of Contract award. In any such event, all Respondents will be afforded an opportunity to revise their proposals to address ONLY the amendment, if in its sole discretion, FHKC determines such an amendment is necessary.

**G. Special Note – Disclosure Statement**

FHKC is a private, Florida non-profit corporation and not subject to the bid requirements of the State of Florida. FHKC may elect to consider or reject any or all responses. Information contained in any proposals received under this ITN is not available to any other respondents until the ITN process has been concluded. FHKC may award Contracts to more than one (1) Respondent. A Respondent’s response to this ITN and the submission of any subsequent formal proposal or bid indicates its agreement to this statement.

**H. Use of Reply Content**

All Respondent materials provided to FHKC through this ITN become the exclusive property of FHKC. Further, all proposals become the property of FHKC and will not be returned to the Respondent. FHKC will have the right to use any or all ideas or adaptations of the ideas presented in the proposal. Selection or rejection of a proposal for award will not affect this right.

**I. Reserved Rights after Notice of Award**

FHKC reserves the right, after posting notice thereof, to withdraw or amend its notice of intent to award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

**J. No Contract until Execution**

A notice of intent to award under this ITN shall not constitute or form any Contract between FHKC and a Respondent. No Contract shall be formed until a Respondent and FHKC formally execute a Contract with requisite written signatures.

## II. SCOPE AND GOALS OF THE ITN

### A. Scope

FHKC is soliciting proposals from qualified external quality review organizations under this ITN for its external quality review (EQR) activities and for quality improvement consultant Services. The selected external quality review organization will be responsible for meeting the requirements described in Attachment 1: Proposed Contract, section 4, Duties of EQRO.

**This ITN expressly pertains only to the Florida Healthy Kids component of CHIP and the Florida Healthy Kids full-pay component.**

### B. Goals

The FHKC intends to achieve the following goals as a result of this competitive solicitation:

1. To establish a contract promoting cost efficient and prudent administration of external quality review Services.
2. To establish a contract for creative consulting Services to help drive healthcare quality improvement for the Program.
3. To establish a flexible contract that provides the ability to effectuate potential, future policy and Program changes, e. g., changes to Plans.
4. To ensure best value for FHKC and the Program.

### III. GENERAL INSTRUCTIONS

#### A. Single Point of Contact

Respondents to this ITN and their agents may only contact the issuing officer, Tiffany Nelsen, at [nelsent@healthykids.org](mailto:nelsent@healthykids.org) during this procurement process. All contact must be in writing by email only. The subject line must contain the ITN number in the subject line of the email. No faxes or telephone calls will be accepted.

If Respondents or their agents contact any other employee of FHKC, an FHKC Board or Committee Member, including ad-hoc board members, regarding this ITN or this procurement process before the final contract awards has been made by the FHKC Board of Directors, Respondent's proposal may be disqualified at the sole discretion of FHKC.

#### B. Calendar of Events and Deadlines

An anticipated calendar of events has been established for this ITN process. This calendar is subject to change by FHKC. Any changes to the timeline will be posted to <https://www.healthykids.org/news/calendar/>.

#### Calendar of Events

Event	Anticipated Date	Time (All times Eastern)
FHKC releases this ITN	June 22, 2017	
Respondent deadline to submit questions via email to the issuing officer	July 5, 2017	3:00 p.m.
FHKC posts answers to Respondents' questions at <a href="https://www.healthykids.org/news/calendar/">https://www.healthykids.org/news/calendar/</a>	July 12, 2017	
Respondent deadline to submit Letter of Intent	July 14, 2017	3:00 p.m.
Respondent proposals due to FHKC	July 28, 2017	3:00 p.m.
Negotiations	August 16 – September 20, 2017	
Award Date	October 26, 2017 FHKC Board Meeting	
Contract Effective Date	January 1, 2018	

A recommendation on the selection of Respondent or Respondents will be made to the FHKC Board of Directors following the conclusion of the evaluation process. The FHKC Board of Directors shall determine the final award of any Contract or Contracts. Award announcements are anticipated by the October 2017 board meeting but are subject to change.

Any of the deadlines or dates may be modified in FHKC's sole discretion. Respondents who have filed a Letter of Intent will be notified of any changes in the timeline and notices will also be posted to <https://www.healthykids.org/news/calendar/>.

**C. Questions Regarding the ITN**

Respondents will submit questions during the question and answer period in writing to the issuing officer by email at [nelsent@healthykids.org](mailto:nelsent@healthykids.org). The deadline for submitting questions is in subsection III.B, Calendar of Events, of this ITN.

Respondents must submit questions in the following format:

[Respondent Company Name]				
Question #	Document (e.g., ITN, Proposed Contract)	Document Section	Document Page #	Question

Responses to all written questions received by the deadline and any resulting revisions to the ITN will be posted to <https://www.healthykids.org/news/calendar/> for all Respondents to view.

FHKC will consider questions received after the deadline on a case-by-case basis for a determination as to whether all potential Respondents would benefit from a response. Any responses will be posted to the FHKC website at <https://www.healthykids.org/news/calendar/>.

**D. Requests for Supplemental Information**

Written requests for any information not included with this ITN will be considered by FHKC. All attempts to satisfy reasonable requests for information will be made by FHKC. If FHKC determines that such information would be beneficial, the information will be posted on FHKC's website at <https://www.healthykids.org/news/calendar/>.

Once an ITN has been issued, individual public records requests for information relating to prior procurement processes and bid responses will be honored. Grading tools and procurement files from prior processes are not an indication of future processes.

Any information or responses received by interested parties or representatives verbally or through other means either before or during this ITN process are not binding on FHKC, and Respondents should not rely on such information.

Proposals received under this ITN, the grading tools and other materials developed as part of this process are not available to the public until the process has concluded.

**E. Public Records**

Respondents should be aware that, as a consequence of FHKC's contract with the Agency for HealthCare Administration, all elements of Respondent's proposals, selection criteria, scoring system and results from this ITN are subject to public inspection following the conclusion of the ITN process in accordance with Florida law.

**F. Trade Secret**

Documents, as noted above, may be deemed to be public records at the conclusion of the procurement process. Respondents may request that certain documents or elements of their submissions be deemed as “trade secrets” during this process. To properly assert that a document provided to FHKC constitutes a “trade secret,” Respondent must meet the following requirements:

1. Each page of such document or specific portion of the document claimed to be a trade secret must be clearly marked as “trade secret”;
2. All material marked as “trade secret” must be separated from all non-trade secret material, such as being submitted in a separate envelope or electronic medium clearly marked as “trade secret” and provided at the end of the section where the material was required to be submitted; and
3. When submitting “trade secret” material to FHKC under this ITN, Respondent must complete and include Attachment 2: Affidavit of Trade Secrets, certifying under oath concerning the documents claimed to be “trade secrets.”

If FHKC receives a request from a third party for a document or information that is marked and certified as a “trade secret”, FHKC will promptly notify the requesting entity or person that the document is identified as a “trade secret.” FHKC will then immediately notify the party claiming trade secret status of the request, and that he or she or his or her company has thirty (30) days following receipt of such notice to file an action in Circuit Court in Leon County seeking a determination whether the document or information in question contains trade secrets, and requesting an order barring FHKC from disclosing the document. If such action is commenced within the (30) thirty-day period, FHKC will not release the documents pending the final outcome of the legal action, including any appeals. The failure to file an action within the (30) thirty days constitutes a waiver of any claim of trade secret status of the documents in question.

FHKC may disclose a trade secret, together with the claim that it is a trade secret, to an officer or employee of any governmental agency, state or federal, whose use of the trade secret is within the scope of his or her employment.

Respondents may not mark the entirety of its response as a “trade secret” and FHKC will not attempt to discern which elements a Respondent was attempting to mark as “trade secrets” in any such wide-ranging efforts.



## IV. SUBMISSION REQUIREMENTS

### A. Overview

Respondent's proposal should provide a straightforward, concise description of the Respondent's ability to provide the solution sought by this solicitation. Respondents should thoroughly address all stated components for each designated tab. The Respondent should consult the ITN, attachments to the ITN, and the designated statutes for additional information or guidance on each of the proposal components. Properly referenced proposals may be in the form of informational materials and brochures, but must be specific to the issue raised or question asked.

Respondent is responsible for ensuring that all elements of its proposal are provided in an organized and concise fashion. FHKC is not obligated to interpret any elements not clearly labeled or described. FHKC reserves the right to review and evaluate proposals as submitted without further input or clarification from the Respondent.

When responding to specific questions, Respondent must reprint each question in its entirety in the proposal.

The Respondent's proposal may not apply any conditions or exceptions to any mandatory requirements of the solicitation.

Text must be at least 11 pt. Calibri, Arial or Times New Roman font.

### B. Submittal of Proposals

Each Respondent is responsible for ensuring that its proposal is delivered at the proper time and to the proper place. To be considered, all proposals must be submitted to the issuing officer at the address listed below in the manner prescribed in this ITN:

Tiffany Nelsen  
Strategic Initiatives Manager  
Florida Healthy Kids Corporation  
661 East Jefferson Street  
Florida Bar Annex Building, 2<sup>nd</sup> Floor  
Tallahassee, Florida 32301

Proposals must be received at or before the time and date reflected on the Calendar of Events in subsection III.B. Proposals received after this date and time may not be considered, at the sole discretion of FHKC.

Each submission must be in a sealed box(es), addressed to the attention of the issuing officer, indicate the ITN number and contain the following:

- One (1) original of the proposal in hard copy format (three-ring binders that are easily flip-able). Each notebook must be clearly marked with the Respondent's official and legal name, address and contact information in the front of each notebook; and

- Four (4) electronic copies on four (4) separate CD-ROMs or “thumb drives,” which must be clearly marked with the Respondent’s official and legal name, address and contact information. Electronic copies must be in Microsoft Word, Excel, and/or PDF format as specified in each tab and easily searchable.
- If applicable and as described in subsection III.F, one (1) electronic *redacted* copy of the entire proposal on CD-ROM or “thumb drive,” which must be clearly marked as “REDACTED COPY” with the Respondent’s official and legal name, address and contact information. The redacted electronic copy must be in PDF format as specified in each tab and easily searchable.

### C. Format of Proposal

Respondent must submit proposals in the following format and order in accordance with the instructions provided in each corresponding section of this ITN. Each proposal must be tabbed as follows below.

#### Proposal Cover Sheet and Table of Contents

The first page of the proposal should be Attachment 3: Proposal Cover Sheet completed in its entirety. This cover sheet should be followed by a table of contents for the entire proposal.

#### Tab A: Profile of Respondent

##### Tab 1: Corporate Profile

Respondent must include background information and its corporate profile, including any experience Respondent may have with conducting external quality review services for Medicaid, CHIP, or similar initiatives. Respondent should include a listing of other clients of the Respondent for whom the Respondent has conducted similar activities.

Response should be limited to ten (10) double-sided pages.

##### Tab 2: Financial Solvency

Respondent must provide documentation of the financial solvency of the organization, including audited financial statements for the organization’s two (2) most recent fiscal years. If the organization’s two (2) most recent fiscal years ended within 120 days prior to the proposal due date (in accordance with the Calendar of Events in subsection III.B) and the last audited financial statement is not yet available, FHKC will consider the two (2) immediately prior fiscal years as the most recent.

##### Tab 3: Staffing

Respondent must provide its corporate organizational chart and identify key staff members who would have responsibilities if awarded this Contract.

Respondent must provide résumés for these key staff. If certain positions have not been filled when Respondent submits its proposal, Respondent should provide a position description and the date the position is expected to be filled.

**Tab 4: Conflict of Interests**

The Respondent must review Appendix B: Board Member and Entity Listing and disclose any relationships with any members of FHKC’s Board of Directors, FHKC employees, or employees of any Plan under contract with FHKC. Respondent must complete Attachment 4: Conflict of Interest Disclosure Form in its entirety. If no such relationships exist, the Respondent should so indicate on Attachment 4.

**Tab 5: Minimum Qualifications**

Respondents must meet the minimum qualifications identified below. Respondents must copy and paste without modification both the statements and boxes for each of the numbers in this subsection into their proposals and then select either “Yes” or “No.”

1. Respondent confirms it employs staff with demonstrated experience and knowledge of at least the following:

- a. Medicaid beneficiaries, policies, data systems, and processes;
- b. Managed care delivery systems, organizations, and financing;
- c. Quality assessment and improvement methods; and
- d. Research design and methodology, including statistical analysis.

Yes    No

2. Respondent confirms it has sufficient physical, technological and financial resources to conduct external quality review (EQR) or EQR-related activities.

Yes    No

3. Respondent confirms it has other clinical and nonclinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.

Yes    No

4. Respondent confirms its independence. The Respondent and its subcontractors must be independent from the Florida Agency for Health Care Administration, the Florida Healthy Kids Corporation, and from the managed care organization (MCO), prepaid inpatient health plan (PIHP), prepaid ambulatory health plan (PAHP), or primary care case manager (PCCM) entities (described in 42 CFR 438.310(c)(2)) that they review. To qualify as “independent”:

- a. If a state agency, department, university, or other state entity:
  - i. May not have Medicaid purchasing or managed care licensing authority; and
  - ii. Must be governed by a Board or similar body, the majority of whose members are not government employees.
- b. An external quality review organization (EQRO) may not:

- i. Review any MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)), or a competitor operating in Florida, over which the EQRO exerts control or which exerts control over the EQRO (as used in this paragraph, “control” has the meaning given the term in 48 CFR 19.101) through:
  - 1. Stock ownership;
  - 2. Stock options and convertible debentures;
  - 3. Voting trusts;
  - 4. Common management, including interlocking management; and
  - 5. Contractual relationships.
- ii. Deliver any health care services to Medicaid beneficiaries;
- iii. Conduct, on the state’s behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) services, except for the related activities specified in 42 CFR §438.358;
- iv. Review any MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) for which it is conducting or has conducted an accreditation review within the previous three (3) years; or
- v. Have a present, or known future, direct or indirect financial relationship with an MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) that it will review as an EQRO.

Yes    No

5. Respondent confirms it is able to provide all required Services beginning January 1, 2018.

Yes    No

6. Respondent confirms it is authorized and registered to do business in Florida.

Yes    No

Respondent must submit proof of such registration/certification.

**Tab 6: Agreement to Terms**

Respondent must provide an affirmation attesting agreement to all terms as proposed under this ITN and in Attachment 1: Proposed Contract, which includes all its attachments. This attestation must be signed and dated by an executive officer of the Respondent on Respondent’s letterhead.

Respondent may provide revisions to Attachment 1: Proposed Contract with the proposal; however, such revisions will not be considered during the evaluation phase of this ITN process. Final Contract terms will be established with the selected Respondent(s) during the negotiation process; however, FHKC may make, at its sole discretion, an award or awards with no revisions to Attachment 1: Proposed Contract accepted.

Respondent must complete in its entirety Attachment 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion and submit it under this tab.

**Tab 7: References**

Respondent must provide at least three (3) references from current or recent (within the past two (2) years) contracts of comparable population or size using Attachment 6: Reference Form.

**Tab B: Copy of Letter of Intent**

A copy of Respondent's Letter of Intent (the "LOI") must be included under this tab.

**Only those Respondents who have filed a written LOI with the issuing officer by the deadline specified in the Calendar of Events in subsection III.B of this ITN will have their proposals considered.**

The LOI should clearly identify the responding organization, a contact name and contact information including mailing address, email address, telephone number and fax number, alternate contact name and corresponding information and the counties of interest. The LOI must be signed by an executive officer of the Respondent's organization on the organization's letterhead.

The LOI is non-binding and may be withdrawn at any time by the Respondent.

**Tab C: Compliance with HIPAA and the HITECH Act**

Describe Respondent's activities to ensure confidentiality and compliance with HIPAA.

Describe Respondent's compliance activities related to the Health Information Technology for Economic and Clinical Health (HITECH) Act.

If subcontractors or agents of the Respondent are utilized to conduct any Services under this proposal, Respondent must clearly delineate what those Services are and how Respondent will ensure that such agents or contractors will meet these requirements.

Respondent must also provide the names and work locations of all its subcontractors or agents that will conduct any work related to this Contract.

**Tab D: Disaster Recovery and Business Continuity and Recovery Plans**

Describe Respondent's approach to Disaster Recovery and its Business Continuity and Contingency plans.

**Tab E: Technical Information**

Respondent must provide a response to each of the following requests for information. Respondent should copy and paste each item into its Proposal and then respond to the item. Text should be blue and at least 11 pt. Calibri, Arial or Times New Roman font.

Respondents should limit the total number of pages to respond to all items (except #14, instructions below) to twenty (20), two-sided pages.

Failure to submit a response to any item may disqualify the Respondent from further consideration. This subsection will be scored as described in section V of this ITN.

1. Describe Respondent's experience with providing the federally mandated EQR-related activities, including reviewing CHIP plans for compliance with state standards, access to care, structure and operations and quality measurement and improvement; validation of performance improvement projects; and performance improvement projects.
2. Describe Respondent's experience with providing the optional EQR-related activities corresponding with protocols 4-8, including validation of encounter data, administration of consumer or provider surveys of quality of care, calculation of additional performance measures, conducting additional PIPs, and conducting point-in-time quality studies.
3. Describe the qualities and services that distinguish Respondent from its competitors.
4. List and briefly describe any relevant accreditations or certifications Respondent has received.
5. Describe the most common challenge(s), Respondent faces when performing EQR-related activities and how Respondent would resolve or avoid those issues if Respondent is awarded the Contract.
6. Provide samples of the documents, tools, policies and procedures used to provide Services for protocol 1, 2, and 3. Samples should be representative of the documents, tools, policies or procedures, but need not be the entirety of any document, tool, policy or procedure.
7. Describe Respondent's experience using Plan-Do-Study-Act (PDSA) components or other approaches for continuous improvement PIP cycles. Include any lessons learned and best practices when using this model. Describe how MCOs or plans responded to this model and the level of success in driving quality measures.

8. Describe Respondent's plan for developing, implementing and managing a PIP with PDSA components approach, as described in section 4 of Attachment 1: Proposed Contract, for FHKC's eight (8) Plans.
9. Recommend a schedule that includes the Respondent and Plans for reporting on PIPs with PDSA components.
10. Provide a draft transition plan to move the Plans from traditional PIPs to PIPs with PDSA components. At a minimum, include the following: timeline, communication and training needs for the Plans, the types and frequency of data reported, potential issues and solutions.
11. Describe Respondent's ability to assess and make actionable recommendations to FHKC and the Plans based on the results of the EQR validation activities. Provide an example of feedback Respondent has provided in response to the results of a PIP. This example may redact confidential or identifiable information, but otherwise should include the full text and should not be summarized or otherwise edited.
12. Describe how Respondent has handled transitions when selected as the external quality review organization for a new contract. At a minimum, include how Respondent interfaces with the previous external quality review organization, ensures all reporting is completed timely, and establishes data exchanges and communications with plans.
13. Describe how Respondent would manage the requirements of this ITN and Attachment 1: Proposed Contract if Plans were to change during Respondent's Contract term.
14. Provide a draft implementation plan. At a minimum, include deliverables, completion dates, and responsible parties. This draft implementation plan will not be used as the final implementation plan but must be complete and accurate to the extent possible given Respondent's current knowledge of FHKC and Attachment 1: Proposed Contract. Respondent may provide its draft implementation plan, clearly labeled, as a separate document at the end of this tab; the draft implementation plan does **not** count toward the overall total number of pages.
15. Describe how Respondent would communicate with Plans to ensure they are provided the feedback needed to improve quality measures.
16. Describe Respondent's experience in providing EQR-related education and training Services to Plans.
17. Describe the public speaking experience, including any professional development or training, of the account team member(s) who would be responsible for presenting to the Board as required by FHKC.
18. Describe the activities Respondent intends to have performed by subcontractors.

19. Describe how Respondent will make available all claims and encounter data to FHKC as required in Attachment 1: Proposed Contract.
20. Describe any additional activities and tools Respondent could offer to FHKC at no additional cost to improve quality performance measures or otherwise assist FHKC with monitoring and evaluating the Program.

**Tab F: Pricing Proposal**

Respondent must provide its proposed pricing as an annual amount for each year of the initial term of the Contract and for each subsequent renewal year. All costs associated with completing the required duties described in Attachment 1: Proposed Contract, section 4, must be included in the proposal.

Separately, Respondent must provide proposed pricing to complete the requirements of Protocol 4 on an annual basis. FHKC reserves the right at its sole discretion to determine whether to require Services to complete the duties described in Protocol 4.

**Tab G: Optional Response**

At the Respondent's option, the Respondent may present a supplemental proposal under Tab H that includes hourly rates for ad hoc activities beyond the duties specified in Attachment 1: Proposed Contract or a conceptual proposal to be conducted over the Contract period. Specific details for any conceptual proposal do not need to be known at the time of Respondent's submission.

This option is separate and distinct from the overall proposal and response to this subsection or a non-response will **not** impact a Respondent's score. The Respondent's ad hoc rate or focused study proposal's narrative should be covered under this Tab with pricing included.



## V. EVALUATION OF PROPOSALS

Proposals will be evaluated in a two (2) step process. First, proposals that do not offer the requested Services, fail to meet the minimum qualifications, or change the Program's objectives will be disqualified at FHKC's sole discretion.

Proposals meeting these minimum qualifications will then be evaluated as to the Services being proposed and the relative value of those Services to the cost proposed. Proposals may be evaluated by a workgroup established by the FHKC Board of Directors or a staff evaluation team. Factors taken into consideration during this evaluation process include, but may not be limited to:

- Respondent's current and recent (defined as the most recent two-year period) financial status;
- Demonstration of knowledge and understanding of CHIP;
- Experience providing similar services to comparable populations;
- Proposed work plan and services being offered compared to the objectives of the Program;
- Demonstrated ability to meet all Contract requirements in a timely manner;
- Competitiveness and value of cost proposal;
- Respondent's compliance and performance status with FHKC if a current vendor or if a previous vendor;
- Existing or previous litigation or regulatory action by or against the State of Florida or FHKC;
- Respondent is not de-barred or otherwise prohibited from contracting with FHKC, the State of Florida or from receiving federal or state funds; and
- Reference checks conducted on Respondent's performance as a vendor for comparable Contracts.

Responses to the items in subsection IV.C, Tab E, will be scored on a five-point scale, as follows:

**5 = Superior.** The response exhaustively addresses the item and demonstrates Respondent has extraordinary experience in performing the Services related to the request for information. The response indicates Respondent would provide exceptionally enhanced value to FHKC and/or to the Program. The response demonstrates the ability of the Respondent to exceed FHKC's requirement, provide outstanding quality of service levels, provide cost savings or cost avoidance, and/or implement innovative ideas.

**4 = Good.** The response extensively addresses the item and demonstrates exceptional experience in performing the Services related to the request for information. The response indicates Respondent would provide enhanced value to FHKC and/or to the Program.

**3 = Adequate.** The response adequately addresses the item and demonstrates Respondent has sufficient experience in performing the Services related to the request for information.

**2 = Poor.** The response minimally addresses the item or demonstrates Respondent has nominal experience in performing the Services related to the request for information.

**1 = Unsatisfactory.** The response inadequately addresses the item or demonstrates Respondent has very limited experience in performing the Services related to the request for information.

**0 = Inadequate.** The response is blank, does not address the item, or demonstrates Respondent has no experience in performing the Services related to the request for information.

**VI. OTHER TERMS AND CONDITIONS****A. Most Favorable Terms**

FHKC reserves the right to award a Contract without any further discussion with any Respondent regarding the proposals received. FHKC reserves the right to contact individual Respondents to clarify any point regarding their proposals or to correct minor discrepancies. FHKC is not obligated to accept any proposal modification or revision after the proposal submission date.

**B. Withdrawal of Proposals**

Respondents may withdraw any or all proposals at any time prior to execution of a Contract by submitting a written statement to the issuing officer.

**C. Conditions**

Proposals that contain conditions, caveats or contingencies for acceptance will not be considered and may be disqualified without further consideration or opportunity for modification or clarification by the Respondent.

**D. Competitive Negotiation Process**

In the final phase of the ITN, FHKC may elect to enter into negotiations with selected Respondents to select the best Respondent or Respondents for the project. FHKC reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent. At a minimum, FHKC expects the following representatives to be in attendance: the account manager, executive officer and any other individual(s) who will perform a critical role in the day-to-day administration of the Contract. The Respondent should limit its negotiation team to six (6) individuals.

Any written summary of presentations or demonstrations provided by Respondents during negotiations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, all of which shall become part of the vendor(s) reply. Failure to provide any information requested by FHKC during the negotiation process may result in termination of negotiations with the Respondent.

During the negotiation phase, the FHKC may request clarification and revisions to proposals (including best and final offers) until it is satisfied that it has achieved the best value.

At its option, FHKC may elect to execute a Contract or Contracts with a selected Respondent or Respondents without any negotiation. Therefore, proposals should be submitted in complete form, and pursuant to all terms and conditions as required in this ITN.

FHKC is the sole judge of which proposals provide the best solutions in terms of technical merits and price.

**E. Other FHKC Rights during Negotiations**

FHKC reserves the right at any time during the negotiation process to:

1. Schedule additional negotiating sessions with any or all Respondents.
2. Require any or all Respondents to provide additional, revised, or final written proposals addressing specified topics.
3. Require any or all Respondents to provide written best and final offer(s).
4. Require any or all Respondents to address Services, prices, or conditions offered by any other Respondent.
5. Pursue a Contract with one (1) or more Respondents for the Services encompassed by this ITN, any addenda thereto, and any request for additional, revised, or final written proposals or request for best and final offers.
6. Arrive at an agreement with any Respondent(s), finalize principal Contract terms with such vendor and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
7. Decline to conduct further negotiations with any Respondent.
8. Re-open negotiations with any Respondent.
9. Take any additional administrative steps deemed necessary in determining the Contract award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
10. Review and rely on relevant information contained in the proposals or other information gathered by the FHKC regardless of source.

FHKC has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, and the Respondent(s) affected.

**F. FHKC Recommendation and Award**

FHKC staff will develop a recommendation as to the award that will provide the best value. In so doing, the FHKC staff will not engage in scoring, but will arrive at its recommendation by consensus. The scores from the evaluators will not carry over into the negotiation phase, and FHKC will not be bound by those scores. FHKC staff will forward any recommendation to the appropriate FHKC Board Committees and/or the FHKC Board.

The FHKC Board will determine at its Board meeting whether to approve FHKC staff's recommendation for award.

**G. Limitations**

Respondents may not submit more than one (1) proposal under multiple entities that are affiliated and linked by shared ownership or controlling interests. FHKC shall make the final determination of such, will notify Respondents of any such situations and request that Respondent withdraw all but one (1) of the affiliated proposals, or all the Respondents' proposals from all affiliated entities may risk disqualification from the ITN process.

**H. Announcements and Press Releases**

Any announcements or press releases regarding Contracts awarded under this ITN must be approved by FHKC prior to release.

**VII. ATTACHMENTS**

Following are the attachments to this ITN:

- Attachment 1: Proposed Contract – provided as a separate document at <https://www.healthykids.org/news/calendar/>
- Attachment 2: Affidavit of Trade Secrets – included in this section
- Attachment 3: Proposal Cover Sheet – included in this section
- Attachment 4: Conflict of Interest Disclosure Form – included in this section
- Attachment 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
- Attachment 6: Reference Form – included in this section

**Attachment 2: Affidavit of Trade Secrets**

**AFFIDAVIT OF \_\_\_\_\_**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Affiant, (*Name of Officer*), after having been duly sworn, deposes and states as follows:

1. I am at least 18 years of age, a United States citizen and resident of the State of \_\_\_\_\_ . The matters stated herein are based upon my personal knowledge.

2. I am the (*Office held*) of (*Name of Company*), ("Company"), located in \_\_\_\_\_ .

3. The Florida Healthy Kids Corporation ("FHKC") has requested a copy of the Company's (*description of document or documents considered a trade secret*).

4. The Company considers this information a trade secret that has value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.

5. The Company has taken measures to prevent the disclosure of the information to anyone other than those who have been selected to have access for limited purposes, and the Company intends to continue to take such measures.

6. The information is not, and has not been, reasonably obtainable without our consent by other persons by use of legitimate means, and the information is not publicly available elsewhere.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
(Officer/Affiant)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (Officer/Affiant), who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**THE FLORIDA HEALTHY KIDS CORPORATION**

**Invitation to Negotiate 2017-02**

Page <b>1</b> of _____ pages	SUBMIT PROPOSAL TO:  <b>Tiffany Nelsen</b> <b>Florida Healthy Kids Corporation</b> <b>661 East Jefferson Street, 2<sup>nd</sup> Floor</b> <b>Tallahassee, Florida 32301</b> <b>+1-850-701-6134</b> <a href="http://www.healthykids.org">www.healthykids.org</a>
RELEASE DATE:  <b>June 22, 2017</b>	
SOLICITATION TITLE: <b>Invitation to Negotiate 2017-02 for External Quality Review and Consultant Services</b>	
PROPOSALS WILL BE OPENED: <b>3:00 p.m., Eastern Daylight Time, July 28, 2017</b>	
RESPONDENT NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)          <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE  <b>*This individual must have the authority to bind the Respondent.</b>
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	
TYPE OF BUSINESS RESPONDENT (Corporation, LLC, partnership, etc.):	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements.

**Attachment 3: Proposal Cover Sheet**

**RESPONDENT CONTACTS:** Provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

<b>PRIMARY CONTACT:</b>	<b>SECONDARY CONTACT:</b>
<b>Title:</b>	<b>Title:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone Number:</b>	<b>Phone Number:</b>
<b>Email Address:</b>	<b>Email Address:</b>
<b>Fax Number:</b>	<b>Fax Number:</b>



**Attachment 4: Conflict of Interest Disclosure Form**

**Conflict of Interest Disclosure Form**

Respondent Name: \_\_\_\_\_

The following are relationships, business and personal, that may create a conflict of interest that Respondent is hereby disclosing (add rows as necessary):

<b>Type of Relationship (Business, Personal)</b>	<b>Name of Organization or Individual</b>	<b>Status of Organization or Individual (Current Contractor, Board Member, Enrollee, etc.)</b>	<b>Term of Relationship</b>

To the best of my knowledge, no conflicts of interest exist between (Respondent Name) and any entity identified in Appendix B: Board Member and Entity Listing or any employee of Florida Healthy Kids Corporation.

Submitted By:

Date of Submission:

\_\_\_\_\_  
(Signature Above)

\_\_\_\_\_

Name: \_\_\_\_\_

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

**Attachment 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

- A. Each Respondent whose contract/subcontract equals or exceeds twenty-five thousand dollars (\$25,000) in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, entities who audit federal programs must also sign, regardless of the contract amount. The Florida Healthy Kids Corporation cannot contract with these types of Entities if they are debarred or suspended by the federal government.
- B. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- C. (Respondent Name) shall provide immediate written notice to the contract manager at any time Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms “debarred,” “suspended,” “ineligible,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
- E. (Respondent Name) agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- F. (Respondent Name) further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract whose payment will equal or exceed twenty-five thousand dollars (\$25,000) in federal monies, to submit a signed copy of this certification.
- G. The Florida Healthy Kids Corporation may rely upon a certification of (Respondent Name) that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- H. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

**CERTIFICATION**

(Officer’s Name) certifies, by signing this certification, that neither (Respondent’s Name) nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal agency.

Where Respondent is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this certification.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date Signed

**Attachment 6: Reference Form**

Provide at least three (3) contract references where Respondent has provided external quality review services to a similar population or comparable demographic. Contracts should either be current or have concluded within the last two (2) years.

	<b>1</b>	<b>2</b>	<b>3</b>
<b>Contract Name</b>			
<b>State</b>			
<b>Medicaid, CHIP or Both</b>			
<b>Contract Begin Date</b>			
<b>Contract End Date</b>			
<b>Area of Contract (Statewide, County, Regional)</b>			
<b>How Compensated Under Contract</b>			
<b>Services Provided</b>			
<b>Contract Manager</b>			
<b>Contact Phone</b>			
<b>Contact E-Mail</b>			

**VIII. APPENDICES**

Following are the appendices included in this section:

- Appendix A: Background Information
- Appendix B: Board Member and Entity Listing
- Appendix C: Enrollee Protections Relating to Managed Care Assignments

## **Appendix A: Background Information**

### **Program Eligibility**

Generally, to be eligible for the Healthy Kids program, an applicant must be uninsured at the time of application and be between the ages of five (5) and nineteen (19) years. Age eligibility is based on the child's age on the first day of the month. For example, if a child reaches the age of nineteen (19) on the first day of the month, the coverage would cancel that month; however, if the child turns nineteen (19) on the tenth of the month, the coverage would end on the last day of the month in which the child turned nineteen (19).

Other eligibility criteria may be utilized to determine whether a child is eligible for subsidized coverage in accordance with federal and state laws and regulations. Program eligibility and premium assistance calculations are not the responsibility of the Insurer. FHKC does not identify subsidy levels of its Enrollees to Plans.

Most families with household incomes at or below 200 percent of the federal poverty level ("FPL") pay a monthly premium of \$15 or \$20 per family per month to participate in the Program. A family's household size and income or any voluntary cancellation of employer sponsored coverage for the Enrollee during the prior sixty (60) day period will determine whether subsidized coverage is available. Another factor that impacts a child's ability to qualify for subsidized coverage is citizenship status. To be eligible for Title XXI federally subsidized coverage, a child must be a United States citizen or meet the definition of a qualified non-citizen. FHKC shall make these determinations in accordance with federal and state laws and regulations.

New enrollees who are not eligible for subsidy are offered the opportunity to participate in the program at a non-subsidized rate.

Once a child has been determined eligible, the child is eligible for coverage for twelve (12) months, without re-determination or re-verification of eligibility. Enrollees are required to renew their coverage once every twelve (12) months based on the month of their initial enrollment in the Program or the last renewal completion date. Each Enrollee's renewal date is provided to the Plan in the enrollment files. Plans are encouraged to implement their own initiatives to encourage families to complete the renewal process. All such efforts must be approved in writing by FHKC prior to implementation.

Eligibility for the program is determined by FHKC. The Plan must accept all Enrollees deemed eligible by FHKC. The eligibility criteria for the Healthy Kids program are subject to change during the Contract term.

## **II. Enrollment**

The current enrollment process is handled by FHKC and its Third Party Administrator ("TPA"), Maximus.

Families may complete a Family Medical Assistance application. Documentation of income is first attempted electronically and then if not able to be determined electronically, the family is asked to submit evidence of family income. Whether or not a child is currently insured is also part of the eligibility process; however, good cause exceptions do exist in state law.

## **Appendix A: Background Information**

Choice is provided to Healthy Kids enrollees in all regions. New Enrollees are auto-assigned among the plans available in the region, keeping family members together in the same plan. A copy of FHKC's policy on "Enrollee Protections Relating to Managed Care Assignments" is provided later in this Appendix for reference. After the initial year of the contract, a plan's performance under relevant HEDIS performance measures may be taken into consideration by FHKC for future auto assignment purposes, as well as other factors relevant to such decision, in FHKC's sole discretion. New Enrollees are provided a ninety (90) day "free look" period to change plans before a lock-in period begins. Plan changes may occur after this free look period under one of the good cause exceptions as provided in the policy.

Once approved for enrollment by FHKC, the Plan is responsible for the distribution of member materials, including identification cards, member handbooks and provider information to Enrollees. Enrollee information is transmitted to the Insurer in the monthly eligibility files.

Program eligibility is determined by FHKC. Should the Insurer believe that a child is no longer eligible for the Program or has other comprehensive health insurance coverage; the Plan may contact FHKC for review of the child's eligibility in accordance with the Contract. Only FHKC may disenroll or cancel a child's coverage. If FHKC determines that coverage should be cancelled, the cancellation would take effect only at the end of the month and would not be done retroactively.

The Plan will receive two (2) enrollment files (834 file) and one capitation file (820 file) each month from FHKC's TPA. The first enrollment file will be sent to the Insurer approximately seven (7) business days before the end of the month. A second (2nd) supplemental eligibility file will be sent to the Insurer after the third (3rd) business day of each month and will contain a listing of eligible participants who are eligible back to the first (1st) of the month. The second (2nd) eligibility file includes primarily Enrollees whose prior coverage has been reinstated, but also may include a small number of Enrollees who are eligible for the first time and/or some cancellations back to the first of the month. A single monthly premium payment is forwarded to the Insurer for the total new enrollment from both enrollment files. All payments to the Insurers are currently performed electronically.

Manual additions after the supplemental file must also be acceptable to the Insurer. Additional information about the enrollment file transmissions are contained in the standard Contract.

On occasion, FHKC may request that Insurer also accept second (2<sup>nd</sup>) supplemental files of Enrollees retroactive to the first (1<sup>st</sup>) of the coverage month. Such requests shall be limited to those circumstances where an error by FHKC or its TPA resulted in cancellation of coverage for eligible Enrollees.

The Insurer also must be willing to accept other authorizations from FHKC indicating that an Enrollee will be on a supplemental eligibility file prior to the Insurer's receipt of that file. It is the Insurer's responsibility to load and implement the enrollment files in a timely manner to ensure that Enrollees have access to coverage the first (1<sup>st</sup>) of each month.

### **III. Benefits**

The Healthy Kids program provides a comprehensive health services package. The minimum benefit level for this program is specified by state law, section 409.815, Florida Statutes, and cannot be modified. Comprehensive dental benefits pursuant to section 409.815(2)(q), Florida Statutes, are provided to Enrollees under separate contracts.

## Appendix A: Background Information

The Insurer must have a system for tracking each Enrollee's out-of-pocket costs to ensure no Enrollee exceeds the federal cost sharing maximums. Healthy Kids will make the final determination as to whether a family has reached its maximum, and therefore, no additional co-payments or premiums can be collected from the Enrollee for the remainder of the designated year. American Indian and Alaskan Native Enrollees are also prohibited from paying any out-of-pocket costs towards their care.

FHKC shall identify each month those Enrollees for whom no cost sharing may be collected on the monthly enrollment files. Insurer must have a mechanism for ensuring that any designated Enrollee incurs no further cost sharing for the time period designated after such notification by FHKC and that its provider network is also made aware of such policies.

### IV. Delivery of Services

Insurers must provide benefits through a network of designated plan providers. Provisions must also be made for out-of-area (including out-of-state and out-of-the-country services) emergency services and tertiary care. Providers include pediatric specialists and facilities that specialize in pediatric services. Networks are reviewed closely to determine whether sufficient access to primary care providers and specialists is available and that access and appointment standards can be met both at contract inception and throughout the contract term.

FHKC does not contract directly for services and does not intervene in contract disputes between its contracted Insurers and individual providers. FHKC expects its contracted providers to settle its disputes with its providers in accordance with any contract between the entities and any controlling federal and state laws or regulations. FHKC will not intervene in any such disputes.

It is the Insurers' responsibility to ensure an adequate service network is established and maintained that meets or exceeds contractual requirements and ensures that Enrollees' access to care is not compromised. If the Insurer does not meet the service network contractual requirements, FHKC will direct its Enrollees to seek care from any willing provider and the Insurer will be responsible for the cost of any such services that are covered under the contract.

#### A. Provider Network Standards

The network must be sufficient to provide adequate appointment access and geographic distribution in accordance with contractual standards. The network must include specialists, hospitals, tertiary facilities and other providers that will adequately address the needs of a pediatric and adolescent population and support the benefit package.

The primary care network shall include only board certified pediatricians and family practice physicians or physician extenders working under the direct supervision of a board-certified practitioner. All primary care physicians must provide immunizations to Enrollees. Primary care physicians that do not provide immunizations are not counted as an FTE. Insurer must be able to identify and assign a medical home for each Enrollee.

The adequacy of primary care providers is measured in accordance with the following:

## Appendix A: Background Information

1 Board Certified Pediatrician	= 1. 00 FTE
1 Board Certified Family Practice Physician	= 00. 25 FTE

No credit is given during the evaluation process for Internal Medicine Physicians or General Practice physicians. Additionally, only those Internal Medicine or General Practice physicians that have received a specific exemption from FHKC may be authorized to participate in Insurer's network for the Program.

An exception process for non-board certified providers has been established by FHKC. Providers previously granted exemptions by FHKC may be included in a submission if the specific date of the exemption is noted. Exemptions are valid only for the plans that received the original exemption. Except for these exemptions, non-board certified providers will not be counted in determining the adequacy of a Respondent's provider network.

### B. Facility Standards

Facilities used for Enrollees shall meet applicable accreditation and licensure requirements and meet facility regulations specified by the Agency for Health Care Administration (AHCA).

### C. Behavioral Health Care and Substance Abuse Providers

Insurers must have established standards of care for contracting with providers for behavioral health care and substance abuse services.

### D. Geographic Access

#### 1. Primary Care Providers

##### a. Medical

Geographical access to board certified family practice physicians, pediatric physicians, primary care provider experienced in child health care must be within twenty (20) minutes driving time from residence of each Enrollee to provider.

This driving time limitation may be reasonably extended in those areas where such limitation with respect to rural residence is unreasonable. In such instances, Insurer is required to provide access for urgent care through contracts with the closest available providers.

##### b. Dental

Geographical access to primary care dental providers experienced in child dental health are to be available within twenty (20) minutes driving time from Enrollee's residence to Provider. The driving time limitation may be reasonably extended in those areas where such limitation with respect to rural residences is



## Appendix A: Background Information

unreasonable. In such instances, Insurer shall provide access for urgent care through contracts with the closest available Providers.

### 2. Specialty Care Providers

Specialty medical services, ancillary services and hospital services are to be available within sixty (60) minutes driving time from Enrollee's residence to provider. The driving time may be reasonably extended or waived in those areas where such limitation with respect to rural residences is unreasonable.

### E. Appointment Standards

1. Emergency care must be provided immediately.
2. Urgently needed care shall be provided within twenty-four (24) hours of Enrollee request.
3. Routine care of Enrollees who do not require emergency or urgent care as noted above shall be provided within seven (7) calendar days of the Enrollee's request for services.
4. Routine physical examinations shall be provided within four (4) weeks of Enrollee's request.
5. Follow-Up care shall be provided as medically appropriate.
6. "Routine Dental Examinations" means the semi-annual preventive office visit including a dental cleaning and examination of an Enrollee where no specific condition has been identified.

## V. Member Services

Insurers are responsible for educating Enrollees about their benefits, how to access services and the importance of preventive care. Insurers distribute new member materials, including a member handbook and identification card within five (5) business days of the receipt of an enrollment file or notice of enrollment in the case of manual additions. These member materials and member correspondence must be pre-approved in writing by FHKC prior to distribution, be available in languages other than English and must comply with federal Title XXI regulations.

FHKC also requires the Insurer to identify, for each Enrollee, a primary care physician which shall be the Enrollee's primary source of medical care and referrals.

Insurer's grievance process must conform to all applicable state and federal laws and regulations. Any subsequent changes to the process must be reviewed and approved by FHKC prior to implementation. Quarterly reports of grievances received from Healthy Kids' Enrollees must also be provided.

Coverage offered under this Agreement is considered creditable coverage for the purposes of part 7 of subtitle B of title II of ERISA, title XXVII of the Public Health Services Act and subtitle K of the Internal Revenue Code of 1986. The Insurer is responsible for issuing a certificate of creditable coverage to those eligible Enrollees.

## Appendix B: Board Member and Entity Listing

### Florida Healthy Kids Corporation Board Member and Entity Listing

#### Board of Directors

Unlike the other Florida KidCare partners, Florida Healthy Kids Corporation is not a state agency. Rather, the Corporation is governed by a Board of Directors representing each Florida KidCare component, including the Florida Department of Financial Services, the Department of Children and Families, the Agency for Health Care Administration, the Florida Department of Health, the Florida Department of Education, physicians, a dentist, and other experts on children's health policy and medical care.

The Board of Directors is chaired by Florida's Chief Financial Officer. The CFO appoints five of the Board's members. The remaining board members are appointed by the governor.

#### Officers

- Wendy Link: Chief Financial Officer Designee, Chairperson
- Peter Claussen, D.D.S.: Florida Dental Association, Vice-Chair
- Philip Boyce: Florida Hospital Association, Secretary/Treasurer

#### Members

- Jose Armas, M.D.,: Child Health Policy Expert
- Jeri Flora Culley: Department of Children and Families
- George Hutter, M.D.: Florida Academy of Family Physicians Representative
- Beth Kidder: Medicaid Director, Agency for Health Care Administration
- Chip LaMarca: County Commissioner, Florida Association of Counties Representative
- Celeste Philip, Surgeon General and Secretary: Florida Department of Health
- Mansooreh Salari, M.D.: Children's Medical Services, Department of Health
- Tommy Schechtman, M.D.: Florida Pediatric Society
- Justin Senior: Secretary, Agency for Health Care Administration
- Penny Taylor: Department of Education

#### Ad Hoc Members

- Tami Cullens
- Steve Freedman, Ph.D.
- David Leidel
- Paul Whitfield
- Henry Martell

## Appendix B: Board Member and Entity Listing

### Entities

90 Works  
Advantage Point Performance  
Amerigroup Corporation  
Aetna Better Health of Florida (formerly Coventry)  
Argus Dental  
Bowman Promotional Specialties  
Broward County Health Department  
Central Florida Healthcare, Inc.  
DentaQuest  
Florida Community Health Centers  
Florida Dept. of Health Union Co.  
Gadsden Co. Healthy Start Coalition  
Health Council of Southeast  
Healthy Start Coalition of Jeff, Mad & Taylor  
HispanicNexo  
IMARCS  
Lee Memorial Health System  
Maximus  
MCNA Dental  
Mercer Actuaries  
Miami-Dade AHEC  
Northwest Florida Comprehensive Services for Children, Inc.  
Sachs Media Group  
Sarasota County Health Department  
St. Joseph' Children's Hospital  
Sunshine State Health Plan  
Telania  
United Healthcare of Florida  
United Way of Brevard Co.  
United Way of Central Florida  
United Way of Florida  
United Way of Marion County  
University of South Florida  
WellCare of Florida, Inc.

## Appendix C: Enrollee Protections Relating to Managed Care Assignments

### Enrollee Protections Relating to Managed Care Assignments Florida Healthy Kids Corporation Public Input Policy Process

Date Proposed: October 21, 2010 Board of Directors Meeting  
Policy Name: Enrollee Protections Relating to Managed Care Assignments  
Revisions to original policy shown as ~~strikethroughs~~ (deletes) and underlines (adds)

Effective Date: January 1, 2011

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#### Original Policy

Date Proposed: March 26, 2009 Board of Directors Meeting  
Date Approved: June 18, 2009 Board of Directors Meeting  
Effective Date: October 1, 2009

#### Policy

1. New applicants to the Healthy Kids program who reside in a county with multiple health and dental plan choices will be assigned to one of the available plans. Siblings will be assigned to the same health plan. Assignment ratios among the plans may vary by county based on factors determined by the Board.
2. Upon receipt of an application and identification of a potential Healthy Kids enrollee under that application, applicants will receive written correspondence that informs them of their choice options, the free look period and the disenrollment process described under this policy.
3. The enrollee shall have a 90-calendar day “free look” period beginning on the first day of the first month of coverage. During this free look period, the enrollee may change to another available plan without having to provide a reason for such a change. The change will become effective the first of the following month, if enrollment for that month has not already been processed. If enrollment has already been processed for the following month, the change will be effective the first of the second month.

Examples: Request received on March 10th for a plan change.  
The change will be effective with April 1st coverage month.

Request received on March 30th for a plan change.  
The change will be effective with May 1st coverage.

4. The Corporation may make available on its website the option for parents to request a plan change during the free look period.
5. After the “free look” period, the enrollee will be locked into that health or dental plan until the enrollee’s renewal period, unless the enrollee meets one of the exceptions provided in this policy.
6. The Corporation will recognize and extend the time allotted for making plan-related choices if the Corporation’s Third Party Administrator is under corrective action that includes access to the call center or delays in the review and processing of documents submitted by applicants or enrollees.
7. A request for disenrollment from a health or dental plan outside of the free look period will be granted if one of the following conditions is met:
  - A. The enrollee moves out of the area.
  - B. The plan does not, because of moral or religious objections, provide the service the enrollee seeks.

## Appendix C: Enrollee Protections Relating to Managed Care Assignments

- C. The enrollee needs related services to be performed at same time; not all related services are available within the network; and the enrollee's primary care medical or dental provider or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk.
  - D. Other reasons, including but not limited to: poor quality of care, lack of access to services or lack of access to providers experienced in providing care needed by enrollee.
  - E. The enrollee has an active relationship with a health or dental care provider who is not on the health or dental plan's network but is in the network of another participating health plan that is open to new enrollees.
  - F. The health or dental plan no longer participates in the county in which the participant resides.
8. The enrollee's health or dental plan is under a quality improvement plan or corrective action plan relating to quality of care with the Corporation.
  9. A request for disenrollment must be received by a parent or guardian listed on the account or in the case of an enrollee who is no longer a minor, from the enrollee. Requests may be received via telephone, fax or mail. Requests received via unsecured email will be reviewed and a confirmation phone call will be made to the parent or guardian to affirm the request.
  10. Requests will be reviewed and processed within three (3) business days of receipt of the request.
  11. Staff may request additional information from the requesting parent or guardian should the information provided not meet the conditions for one of the exceptions. If additional information is necessary, the review period clock will re-start for an additional three (3) day period upon receipt of the requested information.
  12. If a request is denied as not meeting one of the exceptions, the parent or guardian may request that their request be reviewed through the Corporation's Dispute Resolution Process.
  13. The Corporation may also refer the enrollee to the plan's grievance process should the reason provided for disenrollment include dissatisfaction with access to care or access to providers before considering the enrollee's plan change request. In such cases, the parent or guardian must complete the grievance process for the ~~health~~ plan before submitting a second request to the Corporation.
  14. Any action taken, approval, denial or referral to the plan's grievance process, will be communicated in writing to the family within five (5) calendar days of the date of the Corporation's decision.
  15. Renewal correspondence will be sent out at least sixty (60) days in advance of the renewal period and will inform the family of the following items:
    - 1) Their ability to change health and dental plans, if available;
    - 2) The good cause exceptions that are available under this policy for changes outside of their renewal period; and,
    - 3) How to initiate the disenrollment process outside of the renewal period opportunity.
  16. All such correspondence shall be written in a manner and format that is easily understood by applicants and potential applicants and enrollees.
  17. The effective date of this revised policy is January 1, 2011.