**Florida Healthy Kids Corporation**

**INVITATION TO NEGOTIATE 2018-300-01**

**for**

**Medical Services and Coverage**

**Proposals Due September 24, 2018**

3:00 p.m. Eastern Time

Florida Healthy Kids Corporation

661 E. Jefferson Street, 2nd Floor

Tallahassee, Florida 32301

****(850) 224-5437

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##### Introduction

1. Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested insurers 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 through the negotiation process the insurers best qualified to assume the underwriting risk and provide medical services and coverage through the Florida Healthy Kids Title XXI authorized Children's Health Insurance Program (“CHIP” or “subsidized”) and the Full-pay Plan (together, the “Program”).

FHKC is a private, non-profit corporation created by the Florida Legislature in section 624.91, Florida Statutes. FHKC is not subject to the procurement requirements applicable to State of Florida agencies.

1. Responsiveness and Respondent Agreement

To be considered responsive, Respondents submitting proposals to this ITN must comply with all instructions, requirements for information and documentation, and provide complete responses for technical questions, rate development, and network access.

A Respondent’s proposal to this ITN and the submission of any subsequent formal proposal(s) or best and final offer(s) indicates its understanding and agreement to all requirements, funding contingencies, and procurement rights of FHKC stated in this ITN, as well as all terms, conditions, and requirements of all attachments to this ITN. The following information may be critical to the development of Respondents’ responsive proposals:

1. **Rate Scenarios**

Respondents will provide premium rates for subsidized plan only coverage, Full-pay Plan only coverage, and blended subsidized and full-pay coverage. The blended rate recombines the subsidized and full-pay populations for rate making and medical loss ratio reporting purposes (see next subsection for historical context and section 5 for instructions). **The blended rate proposal is contingent upon legislative approval and funding.**

1. **Award Intent**

In the event approval and funding to blend rates are approved, FHKC intends to recommend the award of Contracts for blended coverage to two Respondents per Region; one, both, or none of which may be statewide.

If approval and funding to blend rates are not approved, FHKC intends to recommend the award of Contracts for subsidized coverage to two Respondents per Region. FHKC intends to recommend the Full-pay Plan award for either one Contract statewide or one Contract for each regional cluster (see Section 7 of this ITN for more information). An award incentive is available for the most competitive Full-pay Plan rate proposals (see Section 8 of this ITN for more information). FHKC may award the subsidized and/or Full-pay Plan on a statewide basis.

All award recommendations must be approved by the FHKC Board of Directors.

1. **Funding and Enrollment**

Current and future enrollment is contingent upon the continued availability of funding from multiple sources. Therefore, future enrollment levels cannot be assured. Insurers are not guaranteed any minimum level of enrollment in any Region (see Attachment 1: Draft Contract, Section 18-2 for information regarding the assignment and enrollee choice process after the Contract transition).

The award of any Contracts under this ITN or any future Contract Renewals is contingent upon the availability of funds for the Program.

1. **Enrollee Assignment at Transition**

FHKC intends to minimize enrollee disruption during the Contract transition phase. Consequently, FHKC has established the following auto assignment process for the transition; however, enrollees will be permitted to change Insurers without cause through January 31, 2020. In all situations, children in the same family are assigned to the same Insurer, unless otherwise requested. Subsidized enrollee assignment to Insurers at Contract transition will occur as follows:

* **Two incumbents:** If incumbent insurers are awarded Contracts under this ITN for the same Region they serve under their current contracts with FHKC, all enrollees in that Region will remain enrolled with their respective incumbent Insurer.
* **One incumbent (fifty percent enrollment or higher) and one new Insurer:** If one incumbent insurer and one new Insurer are awarded Contracts under this ITN for the same Region and the incumbent has fifty percent (50%) or higher of the enrollment for that Region, the incumbent’s enrollees will remain enrolled with their incumbent Insurer and all remaining enrollees will be assigned to the new Insurer.
* **One incumbent (less than fifty percent enrollment) and one new Insurer:** If one incumbent insurer and one new Insurer are awarded Contracts under this ITN for the same Region and the incumbent has less than fifty percent (50%) of the enrollment for that Region, the incumbent’s enrollees will remain enrolled with their incumbent Insurer. Enrollees will be assigned to the new Insurer in the Region until enrollment reaches the same percentage as the incumbent. All remaining enrollees will be assigned on a one-to-one basis to each Insurer.
* **Two new Insurers:** If neither Insurer in a Region is the incumbent, all enrollees will be assigned on a one-to-one basis to each Insurer.

In the case of a blended rate scenario, Full-pay Plan enrollees will be assigned on a one-to-one basis to the two Insurers in a Region, regardless of whether one is the incumbent.

1. Program Overview

FHKC collaborates with public and private partners statewide to ensure access to affordable, high quality health and dental insurance for all Florida children. Children’s Medicaid, Florida Healthy Kids, MediKids and Children’s Medical Services are marketed as Florida KidCare. The latter three comprise Florida’s Title XXI CHIP, created in Florida pursuant to sections 409.810 through 409.821, Florida Statutes. **This solicitation applies only to the Florida Healthy Kids component of Florida KidCare.**

Florida Healthy Kids provides a comprehensive health and dental insurance program for children from age 5 through the end of age 18 who do not qualify for Medicaid.

There are currently two separate Florida Healthy Kids plans: a subsidized plan and a Full-pay Plan. FHKC currently contracts with insurers regionally for the subsidized plan and one insurer statewide for the Full-pay Plan.

1. **Florida Healthy Kids Subsidized Plan**

In accordance with state and federal laws and regulations, the subsidized Florida Healthy Kids plan provides health and dental coverage for all children in the household from age 5 through the end of age 18 whose families exceed the income eligibility threshold for Medicaid, but do not exceed 200 percent of the federal poverty level (“FPL”). Once determined eligible, a child receives 12 months of continuous coverage, even if eligibility circumstances change in the interim. The only exceptions are if a family requests a change in eligibility; the child turns 19; the child moves out of Florida; the child reaches the $1 million lifetime limit; and/or a monthly premium is not paid.

Enrollees are required to renew their coverage once every 12 months based on the month of their initial enrollment in the Program or the last renewal completion date. Families confirm eligibility information on file is still accurate or report changes and provide supporting documentation, if required. Each Enrollee’s renewal date is provided to insurers in the enrollment files.

Regardless of how many children in the household are covered, families with incomes between 133 percent and 150 percent of the FPL pay $15 per month and families with incomes between 150 percent and 200 percent FPL pay $20 per month.

Currently, four health insurers provide subsidized coverage, with two to three insurers available in each Region. Dental coverage is carved out, with three statewide dental carriers providing coverage. As of July 2018, approximately 176,500 children were enrolled in Florida Healthy Kids subsidized coverage.

1. **Florida Healthy Kids Full-pay Plan**

FHKC also offers the Florida Healthy Kids Full-pay Plan, a child-centered health insurance plan option for children who do not qualify for lower subsidized rates through CHIP because their family’s income exceeds 200 percent of the federal poverty level. Full-pay families pay for $230 per child per month for health and dental coverage or $215 per child per month for health only coverage. The three statewide, carved-out dental plans are offered in conjunction with the health coverage.

Prior to October 2015, full-pay covered benefits and copayments were identical to the Title XXI-subsidized benefits and copayments. All health insurance carriers covered both enrolled populations in a combined-risk premium model. The full-pay families paid the entire premium, and approximately 36,000 children were enrolled in the full-pay program.

In October 2015, FHKC made modifications to the full-pay coverage to comply with the Affordable Care Act’s (ACA) minimum essential coverage requirements. Subsequently, FHKC implemented separate, stand-alone full-pay products. With different benefits, higher member out-of-pocket costs, and divided risk pools, premiums increased and were unaffordable to many Florida families. Full-pay enrollment plummeted to a low of around 10,000 children in January 2017 but rebounded modestly to approximately 14,200 children as of July 2018, largely because of increased marketing efforts.

The FHKC Board of Directors revisited the combined-risk premium model and directed FHKC to advocate for the ability to offer a full-pay “CHIP look-a-like” plan to meet minimum essential coverage requirements, recombine the risk pool, and lower premiums. This goal was accomplished through The Bipartisan Budget Act of 2018, passed by Congress and then signed by the President on February 9, 2018. This Act extends the federal CHIP funding for a total of 10 years, gives FHKC and states approval to combine Title XXI-subsidized and full-pay programs, and permits FHKC to draw down additional federal funds on behalf of Title XXI-subsidized children to cross-subsidize premiums for children enrolled in the Full-pay Plan. Moreover, these full-pay plans are now exempt from the ACA minimum essential coverage requirements, provided the covered benefits are at least identical to CHIP benefits.

During the 2019 Florida Legislative session, FHKC intends to seek state funding and budget authority for increased medical premiums on behalf of the children enrolled in the Florida Healthy Kids Title XXI-subsidized plan to cross-subsidize premiums for children enrolled in the Florida Healthy Kids Full-pay Plan through a combined-risk premium model that utilizes a “CHIP look-alike” benefit plan design.

1. **Third Party Administrator (TPA) Responsibilities**

FHKC contracts with a TPA to provide Florida KidCare services including eligibility screening for Medicaid; eligibility determinations for Florida Healthy Kids, MediKids, and Children’s Medical Services Managed Care Plan; participant premium collection, refund processing and related banking functions; financial reporting for receipt of government subsidies; and call center operations.

The TPA processes Florida Healthy Kids enrollment and provides monthly enrollment files, manual enrollments, and capitation files to insurers (see Attachment 1: Draft Contract, Section 18-2, for more information about the enrollment process).

1. **Resources**

* Additional enrollment data is available at <https://www.healthykids.org/data/>.
* FHKC has adopted the Florida Medicaid Regions depicted at <https://ahca.myflorida.com/medicaid/statewide_mc/pdf/SMMC_Region_Map.pdf>.
* FHKC’s Transition of Care Policy, as referenced in Attachment 1: Draft Contract, Section 22-9, is available at <https://www.healthykids.org/resources/quality/contracts/>.
* FHKC’s Uniform Credentialing and Recredentialing Policy, as referenced in Attachment 1: Draft Contract, Section 24-2, is available at <https://www.healthykids.org/resources/quality/contracts/>.

1. Definitions and Acronyms

Capitalized words and acronyms used in this Invitation to Negotiate (“ITN”) are defined in the same manner as in Attachment 1: Draft Contract, Section 1 attached to this ITN. “Respondents” means those parties that respond or intend to respond to this ITN.

1. Anticipated Contract Term

FHKC anticipates that the Contract will be executed by July 2019, allowing the successful Respondent(s) up to six months to implement the Contract resulting from this ITN, effective on January 1, 2020. The anticipated length of the initial term of the Contract is three years; however, negotiations may lead to a shorter or longer period in the resulting Contract. The Contract may be renewed at FHKC’s option four times, up to one year each time. Such Renewal shall be contingent upon satisfactory performance evaluations as determined by FHKC.

1. Calendar of Events and Deadlines

An anticipated calendar of events and deadlines is established on the next page for this ITN process. Any of the deadlines or dates may be modified at FHKC’s sole discretion. Respondents filing a Letter of Intent will be notified of any changes to the timeline and notices will also be posted to <https://www.healthykids.org/itn>.

Remainder of this page intentionally left blank

| **Event** | **Anticipated Date** | **Time**  (Eastern) |
| --- | --- | --- |
| FHKC releases this ITN | 08-08-18 |  |
| Respondent deadline to submit Letter of Intent and Attachment 5 Confidentiality and Nondisclosure Agreement | 08-15-18 | 3:00 p.m. |
| Round 1 technical questions: Respondent deadline to submit questions regarding the ITN and attachments posted with the ITN via email to the issuing officer | 08-20-18 | 3:00 p.m. |
| FHKC provides Attachments 2: FHK Databook, 3: FHK CDPS Acuity Study File, and 4: FHK Member Demographic Summary to Respondents comply with Section 3.E | 08-22-18 |  |
| FHKC posts answers to Respondents’ round 1 questions at <https://www.healthykids.org/itn> | 08-27-18 |  |
| Round 2 data questions: Respondent deadline to submit questions related to Attachments 2: FHK Databook, 3: FHK CDPS Acuity Study File, and 4: FHK Member Demographic Summary via email to the issuing officer | 08-29-18 | 3:00 p.m. |
| FHKC posts answers to Respondents’ round 2 questions at <https://www.healthykids.org/itn> | 09-05-18 |  |
| Respondent proposals due to FHKC | 09-24-18 | 3:00 p.m. |
| Evaluations | 09-24-18 -  11-02-18 |  |
| Negotiations | 11-13-18 -  May 2019 |  |
| Notice of Contract Award – Board Meeting | 06-06-19 | 9:00 a.m. |
| Contract Effective Date | 01-01-20 | 12 midnight |

1. Consultants

To assist with this ITN process, FHKC has engaged Mercer LLC (“Mercer”) as a technical and actuarial subject matter expert, and Qsource and its subcontractor, Quest Analytics, as technical subject matter experts. None of these consultants shall receive override commissions or any other valuable consideration, in any form, from any insurance agent, insurance broker, or any involved party when such fee proceeds from or may be attributable to the award of the Contract(s) with FHKC. Fees earned by these consultants relating to this procurement will be limited exclusively to those fees paid under the contract for these services between Mercer and FHKC, and Qsource and FHKC.

##### Scope and Goals of the ITN

1. Scope

This procurement document is issued for Medical Services and Benefits Contracts for the Florida Healthy Kids component of Florida KidCare. The Effective Date for Contracts awarded under this ITN is January 1, 2020. FHKC’s separate dental plan contracts are not affected by this ITN.

1. Questions Being Explored

Respondents are not to respond directly to these questions. FHKC will use the

information obtained throughout this ITN process to assist it in developing opinions and

positions regarding the following questions:

1. How can FHKC most efficiently provide medical services and coverage to enrollees?
2. How can FHKC ensure insurer accountability through the initial term and any renewal periods?
3. How can FHKC best ensure flexibility for future program changes?
4. What value propositions can Respondents offer that are in the best interest of the Program?
5. Goals of the ITN

FHKC intends to ensure best value for FHKC and the Program and reduce the number of uninsured children in Florida by achieving the following goals through this competitive solicitation:

1. Promote the best possible quality health care outcomes in the most cost efficient and prudent manner.
2. Drive health care quality improvement and customer service quality improvement for the Program.
3. Establish requirements, processes, and guarantees for insurer monitoring and accountability.
4. With legislative approval and funding, recombine the subsidized and full-pay risk pools.
5. Establish a flexible Contract that provides the ability to effectuate potential policy and Program changes.

##### General Instructions to Respondents

1. Process Overview

FHKC intends this ITN process to be divided into two (2) phases: the evaluation phase and the negotiation phase.

The evaluation phase involves FHKC’s initial evaluation of replies. During the evaluation phase, all responsive proposals will be evaluated to determine which to advance to the negotiation phase.

The negotiation phase involves negotiations with the Respondents. During the negotiation phase, FHKC may request revised replies and/or best and final offers based on the negotiations. Final Contract terms will be established with the selected Respondents during the negotiation phase. FHKC may cease negotiations with a Respondent at any time during the negotiation phase.

After negotiations, FHKC intends to recommend to the FHKC Board of Directors an award of Contracts, identifying the responsive and responsible Respondents that provide the best value. The FHKC Board of Directors shall determine the final award of any Contracts. Award announcements are anticipated by the June 2019 board meeting, but this timeframe is subject to change.

Responsive Respondents who are not selected for negotiations or with whom FHKC ceased negotiations will not be formally eliminated from the ITN process until the FHKC Board of Directors approves the award.

At its option, FHKC may recommend the execution of 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.

1. Proposals

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.

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 Respondent.

Respondents may not submit more than one proposal for a single Region 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 of the affiliated proposals, or all Respondents’ proposals from all affiliated entities may risk disqualification from the ITN process.

1. Single Point of Contact

Prospective Respondents or persons acting on their behalf may only contact the issuing officer, Katie Fuller, at [fullerk@healthykids.org](mailto:fullerk@healthykids.org), from the date the ITN is issued until the final Contract awards have been made by the FHKC Board of Directors. 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.

Any contact by an affiliate, a person with a relevant business relationship with a prospective Respondent, or an existing or prospective Subcontractor to a prospective Respondent is assumed to be on behalf of a prospective Respondent unless otherwise shown.

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

1. Order of Precedence

In the event of conflict in terms among the documents published 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
* FHKC’s draft Contract

1. Letter of Intent and Nondisclosure Agreement

To be eligible to reply to this ITN, Respondents must obtain Attachment 2: FHK Databook, Attachment 3: FHK CDPS Acuity Study, and Attachment 4: FHK Member Demographic Summary following the instructions in this ITN.

To obtain these files and data, Respondent must submit a Letter of Intent and a completed copy of Attachment 5: Confidentiality and Nondisclosure Agreement to the issuing officer by email at [fullerk@healthykids.org](mailto:fullerk@healthykids.org) by the time and date indicated in Subsection 1.F, Calendar of Events and Deadlines.

The Letter of Intent must:

* Clearly identify the responding organization;
* Provide a contact name and contact information including mailing address, email address, desk telephone number and cell phone number, if available;
* Provide an alternate contact name and corresponding contact information;
* List all Regions for which Respondent is submitting a proposal; and
* Include the signature of an executive officer of Respondent’s organization on the organization’s letterhead.

Upon receipt of completed Attachment 5 and the Letter of Intent, FHKC will provide instructions to the person indicated on Attachment 5 to retrieve Attachment 2: FHK Databook, Attachment 3: FHK CDPS Acuity Study, and Attachment 4: FHK Member Demographic Summary from FHKC’s secure SharePoint site.

Respondents that submitted a Letter of Intent and the Confidentiality and Nondisclosure Agreement and received the data included in Attachment 2 and Attachment 3 but failed to submit a proposal to the ITN shall destroy the confidential information, including any copies, by the reply due date. Further, on or before the due date of replies, such Respondents shall provide a certification that they have complied with this requirement, along with a completed access list (page 4 of Attachment 5: Confidentiality and Nondisclosure Agreement), to the issuing officer at [fullerk@healthykids.org](mailto:fullerk@healthykids.org).

1. Questions Regarding the ITN

Respondents will submit questions concerning the ITN during the two question and answer rounds in writing to the issuing officer by email at [fullerk@healthykids.org](mailto:fullerk@healthykids.org). The deadline for submitting questions for each round is in Subsection 1.F, Calendar of Events and Deadlines, of this ITN. The rounds are described as follows:

* Round 1 technical questions: Respondent may submit questions regarding the ITN and attachments initially posted with the ITN via email to the issuing officer.
* Round 2 data questions: Respondent may submit questions related to Attachments 2: FHK Databook, 3: FHK CDPS Acuity Study File, and 4: FHK Member Demographic Summary via email to the issuing officer.

Respondents must submit questions in the following format:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Respondent (Company)** | | | | |
| **#** | **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/itn> for all Respondents to view. FHKC will **not** consider questions received after the deadline.

During the question and answer period, FHKC will consider written requests for any information not included with this ITN. All attempts to satisfy reasonable requests for information will be made by FHKC. If FHKC determines such information would be beneficial, the information will be posted on FHKC’s website at <https://www.healthykids.org/itn>.

Any information or proposals 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.

1. Public Records

Absent exemption, all elements of Respondents’ proposals and any additional documentation provided, as well as selection criteria, scoring system, other materials developed as part of this process, and results from this ITN will become publicly available after the ITN process has concluded and Contracts have been awarded.

Information contained in any proposals received under this ITN is not available to any other Respondents until the ITN process has been concluded and all Contracts have been awarded.

1. Redacted Submissions

Documents developed or submitted as part of this procurement, as noted above, may be deemed public records. If a Respondent considers any portion of the documents, data, or records submitted to FHKC in response to this solicitation 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 Respondent must mark the document as “confidential” and simultaneously provide FHKC with a separate redacted copy of its proposal 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 solicitation name, number, and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy.” The Redacted Copy should only contain redactions of those portions of material that the Respondent claims as confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority. See Subsection 4.B for submission requirements.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, FHKC will provide the Redacted Copy to the requestor. If the requestor asserts a right to the Confidential Information, FHKC will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If FHKC becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, FHKC shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its proposal or other document are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

A Respondent may **not** redact the entirety of its proposal and FHKC will not attempt to discern which elements a Respondent was attempting to protect from disclosure in any such wide-ranging efforts.

By submitting a proposal, the Respondent agrees to protect, defend, and indemnify FHKC for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its proposal or other documents are confidential, proprietary, trade secret, or otherwise not subject to disclosure. FHKC may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay FHKC’s invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims. **If the Respondent fails to submit a redacted copy of its proposal or a redacted copy of any other document which it claims otherwise contains information exempt from disclosure, FHKC is authorized to produce the entire document, data, or records submitted to FHKC in answer to a public records request for these records.**

1. Special Accommodation

Any person requiring a special accommodation because of a disability should notify the procurement officer at [fullerk@healthykids.org](mailto:fullerk@healthykids.org) at least five (5) business days before the scheduled event.

1. Cost of Preparation

FHKC is not liable for any costs incurred by Respondent in responding to or participating in this ITN.

1. Receipt Statement

Proposals not received at the specified address by the deadline will be rejected, remain unopened and retained until the Contracts are awarded. At such time, FHKC will return the original proposal to the Respondent.

All methods of delivery or transmittal to FHKC are exclusively the responsibility of Respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by Respondents.

1. Firm Reply

By submitting a proposal, Respondents acknowledge and agree that their proposals shall remain firm and shall not be withdrawn until the FHKC Board of Directors approves an award as provided in Subsection 1.F, Calendar of Events and Deadlines. However, Respondents may request to withdraw replies within three (3) business days after the due date for proposals provided in Subsection 1.F. FHKC may approve such requests upon proof of the impossibility to perform based upon an obvious error as determined solely by FHKC.

1. Use of Reply Content

All materials produced to FHKC through this ITN become the exclusive property of FHKC and may not be removed by Respondents. 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.

1. Subcontracting

The successful Respondent(s) is fully responsible for all work performed under the resultant Contract of this solicitation. If Respondent intends to use any Subcontractors to perform the work, then Respondent should carefully review the requirements of Attachment 1: Draft Contract, Section 5 Subcontractors, as well as all other provisions related to Subcontracts and Subcontractors in the draft Contract.

Respondent must identify Subcontractors as required by ITN Section 4 Tab 6. If Respondent needs to replace a Subcontractor prior to FHKC’s recommendation of award, the Respondent shall provide to the issuing officer at [fullerk@healthykids.org](mailto:fullerk@healthykids.org) a request to substitute the Subcontractor, explaining why the Respondent seeks to substitute the Subcontractor.

All proposed Subcontractors are subject to approval during the Contract implementation period.

1. Right to Inspect, Investigate and Rely on Information

FHKC reserves the right to inspect Respondent’s facilities and operations, to investigate any Respondent representations and to rely on information about a Respondent in FHKC’s records or known to its personnel in making its best value determination.

1. 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 FHKC’s sole discretion, it determines such an amendment is necessary. Any amendment will be posted to <https://www.healthykids.org/itn>.

1. Acceptance of Replies

FHKC reserves the right, in its sole discretion, to waive minor irregularities in a reply. A minor irregularity is a variation from the ITN that does not affect the price of the proposal, give one Respondent an advantage or benefit not enjoyed by other Respondents, or adversely impact the interests of FHKC.

1. Rejection of All Replies

FHKC reserves the right to reject all proposals at any time, including after an award is made, when to do so would be in the best interest of FHKC or the Program, and by doing so FHKC will have no liability to any Respondent.

1. Withdrawal of ITN

FHKC reserves the right to withdraw the ITN at any time, including after an award is made, when to do so would be in the best interest of FHKC or the Program, and by doing so FHKC will have no liability to any Respondent.

1. No Contract until Execution

A recommendation to award under this ITN shall not constitute or form any contract between the FHKC and a Respondent. No contract shall be formed until such time as a Respondent and FHKC formally execute a Contract with requisite written signatures.

1. Announcements and Press Releases

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

##### Submission Requirements

1. Overview

Respondent’s proposal should provide a straightforward, concise description of Respondent’s ability to provide the solution sought by this solicitation. Respondents should thoroughly address all stated components for each designated tab. Respondent should consult the ITN, attachments to the ITN, and the designated statutes for additional information or guidance on each of the proposal components.

Respondent is responsible for ensuring all elements of its proposal are provided in an organized and logical fashion. FHKC is not obligated to interpret any elements not clearly labeled or described.

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.

Proposal text must be blue or black and at least 11 pt. Calibri, Arial or Times New Roman font.

1. Submittal of Proposals

Each Respondent is responsible for ensuring that its proposal is delivered at the proper time and to the proper place. Proposals must be received at or before the time and date reflected on the Calendar of Events and Deadlines in Subsection 1.F and in the manner specified. Proposals received after this date and time may not be considered, at the sole discretion of FHKC.

Four hard-copy proposal submissions must be in a sealed box addressed to the attention of the issuing officer as follows:

Katie Fuller

Florida Healthy Kids Corporation

661 East Jefferson Street, 2nd Floor

Tallahassee, Florida 32301

The hard-copy original of the proposal must indicate the ITN number; be clearly marked with Respondent’s official and legal name, address, and contact information; and be bound in a three-ring binder(s).

Respondent must also provide the following electronic copies of the proposal, uploaded to FHKC’s secure SharePoint site by the person specified in Attachment 5: Confidentiality and Nondisclosure Agreement at or before the time and date reflected on the Calendar of Events and Deadlines in Subsection 1.F. Electronic copies must be in Word or searchable PDF, unless otherwise specified in the instructions.

* One electronic copy (one single file, except attachments) of the entire proposal. The file name must include the ITN number and the Respondent’s name; for example, ITN 2018-300-01 Company A. The table of contents for the proposal must contain active links to each “tabbed” section, except for separate attachments, such as the financial reply and network access reply.
* If applicable and as described in Subsection 3.I, one electronic *redacted* copy of the entire proposal following the instructions in the bullet above. The file name must include the ITN number, the Respondent’s name, and “REDACTED COPY”; for example, ITN 2018-300-01 Company A REDACTED COPY.

All information received under this ITN is considered a public record, except as described in Subsection 3.I, and must not be password protected. Any such submissions may result in the rejection of the overall proposal at FHKC’s sole discretion and may not receive further consideration.

1. Responding to This ITN

Respondent must prepare proposals in the following format and order in accordance with the instructions provided in each section. Each proposal must be tabbed as follows:

**Tab A: Introduction**

Respondent must include the following documents in the order listed under Tab A:

1. Attachment 6: Proposal Cover Sheet completed in its entirety (two pages).
2. Table of contents for the entire proposal.
3. Executive Summary – Respondent must condense and highlight the contents of the proposal to the ITN, including a general description of how Respondent intends to offer the medical services and coverage sought by this ITN.
4. A copy of Respondent’s Letter of Intent.
5. A copy of Attachment 5: Confidentiality and Nondisclosure Agreement.

**Tab B: Minimum Qualifications**

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

**Responses of “No,” deviations and/or caveats to the minimum qualifications are not permissible.** Any such submissions may result in the rejection of the overall proposal at FHKC’s sole discretion and may not receive further consideration.

1. Respondent confirms that it will be able to provide all required, medical services and coverage for both subsidized and Full-pay Plan enrollees, as applicable, beginning January 1, 2020 in the manner specified in this ITN and all its attachments.

Yes  No

1. Respondent agrees that its proposal is **not** contingent upon being the only plan offered in a Region and does not include any minimum enrollment requirements.

Yes  No

1. Respondent is registered or certified as required by Florida law by the Florida Office of Insurance Regulation and/or by AHCA to operate as an insurer, health maintenance organization, and/or managed care organization in each county in any Region for which a Contract is sought. Respondent must submit proof of such registration or certification in this Tab, labeled “[Company Name] Minimum Qualification A.5.3.”

Yes  No

1. Respondent possesses a current health plan accreditation from an independent accreditation organization, such as the National Committee for Quality Assurance or Utilization Review Accreditation Commission. Respondent must submit proof of such accreditation in this Tab, labeled “[Company Name] Minimum Qualification A.5.4.”

Yes  No

1. Respondent confirms that it is not in receivership under the Florida Division of Rehabilitation and Liquidation; that it complies with the Florida Insurance Code’s financial solvency requirements; that it is not under administrative supervision by the Florida Office of Insurance Regulation; that it is not under a regulatory level action level, company action level event, or authorized control level event; or that it is not under an enforcement action by the Florida Office of Insurance Regulation related to a market

conduct examination or investigation or a financial examination or investigation.

Yes  No

1. Respondent has at least five years of experience in providing insured medical benefits for more than 30,000 covered lives in the state of Florida.

Yes  No

1. Respondent confirms that no work under this Contract will be performed or access to data will be permitted outside of the United States.

Yes  No

**Tab C: Profile of Respondent**

**Tab 1: Corporate Profile**

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 or black in at least 11 pt. Calibri, Arial or Times New Roman font.

Respondent should limit the total number of pages to respond to all items in Tab 1 to five, two-sided pages (equal to 10 single-sided pages).

1. Provide background information and Respondent’s corporate profile, including any experience Respondent has providing insured benefits and member services for Medicaid, CHIP, or similar programs.
2. List other clients of Respondent for whom Respondent has performed similar activities.
3. List **all** current accreditations and certifications and the conferring independent accreditation organizations.
4. Describe, to the best of Respondent’s knowledge, any acquisitions or mergers in which Respondent is expected to be involved within the next 12 months.
5. Within the last three years, has Respondent received notice of termination for cause or have had a contract terminated by the other party for which it performed services similar to those required in Attachment 1: Draft Contract? If so, provide a description of such event, including when, where, parties involved, what occurred, and the ultimate outcome.
6. List all data security incidents related to unauthorized access of client or enrollee data or unauthorized physical access to the data center experienced within the last three years. The list must include the number of incidents that occurred and how many enrollees were impacted, a summary of the unauthorized access, and an explanation of how Respondent handled such incidents.
7. Provide information regarding the location(s) where all services will be provided if Respondent is awarded a Contract. Explain whether any services are provided through telecommuting or working at/from home.
8. If Respondent intends to use rental networks, explain how, where and how long rental networks have been used and describe cost containment monitoring and strategies. Respondent is allowed an additional single-sided page if responding in the affirmative.

Respondent must indicate if rental networks will not be used under this Contract.

**Tab 2: Financial Solvency**

Respondent must provide documentation of the financial solvency of the organization, including audited financial statements for the organization’s two most recent fiscal years. If the organization’s two most recent fiscal years ended within 120 days prior to the proposal due date (in accordance with the Calendar of Events and Deadlines in Subsection 1.F) and the last audited financial statement is not yet available, FHKC will consider the two immediately preceding fiscal years as the most recent.

**Tab 3: Staffing**

Respondent must provide its corporate organizational chart and identify key staff members as described in Section 12 of Attachment 1: Draft Contract who would have responsibilities if awarded this Contract.

In addition, for the contract manager, Respondent must:

* Describe other duties, if any, this person has. Include the number and size of other accounts for which this person is responsible.
* Give the percentage of this person's time expected to be devoted to the FHKC account.
* Describe the role and support by the account manager for the implementation process (i.e., meetings, communications, implementation of benefit administration, modification and updating of files, etc.).

Respondent must also identify the implementation manager, the individual who will have primary responsibility for implementing the new Contract.

Respondent must provide résumés for all key staff and the implementation manager. 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**

Respondent must review Appendix A: FHKC Board Members and Organizations and disclose any relationships with any members of FHKC’s Board of Directors, FHKC employees, or organizations providing support to FHKC for this procurement. Respondent must complete Attachment 7: Conflict of Interest Disclosure Form in its entirety. If no such relationships exist, Respondent must so indicate on Attachment 7.

**Tab 5: References**

Respondent must provide at least three references from current or recent (within the past two years) contracts for which Respondent has provided medical services and coverage to a similar population, comparable demographic, or equivalent premium volume. Respondent may not use FHKC as a reference.

FHKC will contact each reference. Respondent should **not** send the reference form to its references. Respondent must copy, complete and insert the following tables in its response to this Tab:

Remainder of this page intentionally left blank

|  |  |
| --- | --- |
| **Information** | **Reference #1** |
| Company Name |  |
| Contact Person |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Telephone Number |  |
| Email Address |  |
| Size of Account/ Covered Lives |  |
| Contract Period |  |
| Summary of Services |  |

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|  |  |
| --- | --- |
| **Information** | **Reference #2** |
| Company Name |  |
| Contact Person |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Telephone Number |  |
| Email Address |  |
| Size of Account/ Covered Lives |  |
| Contract Period |  |
| Summary of Services |  |

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|  |  |
| --- | --- |
| **Information** | **Reference #3** |
| Company Name |  |
| Contact Person |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Telephone Number |  |
| Email Address |  |
| Size of Account/ Covered Lives |  |
| Contract Period |  |
| Summary of Services |  |

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**Tab 6: Subcontractors**

Respondent must complete the table below for each Subcontractor that Respondent proposes to perform any of the required obligations under the Contract. Respondent must copy and insert additional tables as needed for this Tab.

|  |  |
| --- | --- |
| **Information** | **Subcontractor** |
| Subcontractor Name |  |
| Corporate address, telephone number and website |  |
| Office address, telephone number and website |  |
| Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID) |  |
| Occupational license number, if applicable |  |
| W-9 Verification |  |
| Primary contact person name, address, email address and telephone number |  |
| Summary of the history of the Subcontractor's company and information about the growth of the organization on a national level and within Florida |  |
| Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's company during the most recent five years |  |
| List and describe the services the Subcontractor will be responsible for in the performance of the Contract |  |
| Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results. |  |
| What procedures does Respondent have in place to ensure Subcontractor’s compliance with HIPAA[[1]](#footnote-2) and HITECH[[2]](#footnote-3) requirements? |  |

**Tab 7: Affiliated Entities**

Under this Tab, Respondent must identify and disclose any network Providers or facilities included in Attachment 11: Network Information which are affiliated, owned or operated by Respondent or Respondent’s parent company.

If this section does not apply to Respondent, Respondent must provide a statement in this Tab attesting that no such relationships exist between Respondent and any Providers or facilities included in this proposal.

**Tab 8: Ownership and Control Interest**

Respondent must provide information on ownership and control interest, as required by 42 CFR §§ 457.1285, 438 subpart H, and 455.104, for all persons, including individuals and corporations, with ownership or control interest of the Respondent and Respondent’s Subcontractors and managing employees.

Respondent is required to submit completed Attachment 8: Ownership and Control Interest in native file format and label its submission as “[Company Name] Attachment 8: Ownership and Control Interest.” Respondent should **not** include a hard copy with its proposal.

**Tab D: Agreement to Terms**

Respondent must attest to its agreement to all terms as proposed under this ITN and in Attachment 1: Draft Contract, including all its attachments. This attestation must be signed and dated by an executive officer of Respondent on Respondent’s letterhead.

Respondent may provide redlined revisions to Attachment 1: Draft Contract with the proposal in this tab; however, such revisions will not be considered during the evaluation phase of this ITN process. Final Contract terms will be established with the selected Respondents during the negotiation process; however, FHKC may make, at its sole discretion, an award or awards with no revisions to Attachment 1: Draft Contract accepted. Redlined revisions using track changes to Attachment 1: Draft Contract must be provided in Microsoft Word. PDFs and other formats will not be accepted.

Respondent must complete in its entirety Attachment 9: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion and submit it under this tab.

**Tab E: Technical Information**

Respondent must provide a succinct response to each of the following requests for information. Respondent should avoid using boilerplate responses and excess marketing information. To avoid duplicate or misplaced responses, Respondent should read all items before preparing responses to the topics below.

Respondent must:

* Copy and paste each item into its proposal.
* Respond to the item.
* Use blue or black, 11 pt. Calibri, Arial or Times New Roman font.
* Limit the total number of pages to respond to **all** items to **no more than** 50 two-sided pages (equal to 100 single-sided pages). Fewer than 50 two-sided pages is acceptable.

Failure to submit a response to any item may disqualify Respondent from further consideration.

This subsection will be scored as described in Section 7 of this ITN.

1. **Business Model.** Describe the characteristics of Respondent’s business model. Topics should include, but are not limited to:
   1. The value enhancements Respondent offers including enhanced benefits, services, and/or programs provided at no cost to enrollees or FHKC;
   2. As allowed under current law, innovative approaches FHKC could consider to manage enrollee health risk and mitigate rising health care costs, including cost, return on investment based on actual experience in Respondent’s book of business, and impacts on enrollee health based on Respondent’s book of business medical claims experience trend;
   3. Attributes that set Respondent apart from other insurers; and
   4. Expectations for the future direction and innovations of the organization.
2. **Experience.** Describe Respondent's experience in providing comprehensive medical services and coverage. Topics should include, but are not limited to:
   1. Type of health plan administered, including any plan focusing on children’s health;
   2. Number of lives covered;
   3. Types of clinical, disease, and utilization management programs; how candidates are determined; level of participation in such programs and their impact on health risk and cost containment;
   4. After hours care (e.g., nurse line, urgent care centers); and
   5. Options for enrollees outside of the network.
3. **Provider Quality Management.** Describe Respondent's network management policies and procedures. Topics should include, but are not limited to:
   1. Provider quality measures and controls;
   2. Financial incentives or disincentives to network Providers tied to utilization goals, specialty referrals, quality of care outcomes, or other performance results and risk sharing arrangements. Explain how financial incentives are paid, if applicable;
   3. Process to perform Provider analysis or other quality measures to identify Providers with patterns of over or under treatment to enrollees and the actions taken to address such patterns;
   4. How Respondent monitors waiting times for patients seeking appointments, including the number of days between the date an appointment is made and the date of the actual visit for both routine care and urgent care;
   5. Reasons for enrollee dissatisfaction with the network or Providers, steps taken to improve or correct such reasons, and how the level of enrollee satisfaction prompts changes in the network contracting strategy; and
   6. How Provider satisfaction is measured.
4. **Provider Education.** Describe Respondent’s strategies for educating Providers on programs and processes. Topics should include, but are not limited to:
   1. Provider education programs, including the structure, content, and frequency of provider visits;
   2. How Respondent educates Providers on pre-certification/pre-authorization requirements and other plan-specific benefits and processes;
   3. Consequences to which Providers will be subject for failure to pre-certify non-emergency admissions and to adhere to utilization management policies; and
   4. Describe Respondent’s Provider portal, what information Providers can access, and administrative activities Providers can perform.
5. **Network Contracting.** Describe Respondent’s network development model and contracting strategy in Florida. Topics should include, but are not limited to:
   1. Strategy for contracting with “reluctant” providers (i.e., those who do not want to be a part of a Medicaid or CHIP network);
   2. Strategy for providing access to services in high demand specialties, such as child psychology and child psychiatry;
   3. Geographic distribution of the Program’s covered population;
   4. Stability of the network (e.g., annual physician turnover – gross, not net of additions); and
   5. The Provider credentialing process.
6. **Security Compliance.** Describe the protocols in place that ensure personal health information remains secure. Topics should include, but are not limited to:
   1. Activities to ensure confidentiality and compliance with HIPAA.
   2. Compliance activities related to the HITECH Act.
   3. Notification, reparation, and resolution protocols when a breach is discovered; and
   4. The results of Respondent’s most recent National Institute of Standards and Technology compliant information security risk assessment conducted by an independent third party and when the assessment was conducted (or similar assessment by an independent third party).
7. **Security Monitoring.** Describe the policies, processes and procedures for ongoing security monitoring. Topics should include, but are not limited to:
   1. Monitoring of all electronic systems and personnel;
   2. Established processes and fail safes to mitigate breaches;
   3. Protocols that ensure no offshoring of or offshore access to any protected data;
   4. Security protocols for call center employees, correspondence tracking system and process, electronic systems that access or store protected data; and
   5. Telecommute/work at home policies, including personnel permitted to participate and security controls and monitoring.
8. **Pharmacy.** Describe Respondent’s pharmacy benefits management program. Topics should include, but are not limited to:
   1. The development of the preferred drug list (PDL), including who reviews and makes decisions for changes to the PDL and the frequency of those changes;
   2. Name of Respondent’s contracted pharmacy benefits manager (PBM), the term of the contract with the PBM, and cost containment strategies of the PBM;
   3. The medical necessity approval process;
   4. Types and impacts of pharmacy management protocols (e.g., step therapy and prior authorization) on prescription drug costs and medical costs; and
   5. The emergency refill process.
9. **Claims Processing.** Describe claims processing. Topics should include, but are not limited to:
   1. Year-to-date targets and actual statistics for clean claims processing turnaround time and accuracy;
   2. Protocols and/or tools to ensure claims are processed accurately and timely;
   3. Coordination of benefits with Florida Healthy Kids dental plans and other medical insurers and third party liability monitoring, pursuit, and recoveries;
   4. Methodology for reimbursing a non-participating hospital-based provider (e.g., radiologists, pathologists, anesthesiologists, emergency room physicians, etc.); and
   5. Procedures for handling and resolving claim inquiries from enrollees.
10. **Clinical Services.** Describe Respondent’s clinical services. Topics should include, but are not limited to:
    1. The utilization controls used to reduce the number of unnecessary services being performed;
    2. The procedure for handling emergency admission requests;
    3. How gaps in care are identified and addressed;
    4. Handling requests for second opinions;
    5. How reminders are sent to patients and/or physicians to encourage appropriate health actions; and
    6. How children potentially eligible for the Children’s Medical Services Network are identified and referred or directed.
11. **Care Management Programs.** Describe care management programs and services. Topics should include, but are not limited to:
    1. Training, minimum qualifications, experience and turnover of the case management staff assigned to this account;
    2. Case management model, processes, and programs;
    3. Any specialized pediatric or adolescent programs available to enrollees and how these programs would be beneficial to enrollees and to the Program;
    4. Behavioral health programs, screenings, monitoring, and education or outreach available to enrollees; and
    5. Each disease management program, how enrollees are identified and contacted for participation, and enrollee access to support services.
12. **Coordinated Care.** Describe Respondent’s approach to coordinating care. Topics should include, but are not limited to:
    1. Current and planned support of care integration models (e.g., required behavioral health screenings, enhanced collaboration between providers, colocation of other specialties with primary care providers, etc.) and outcomes monitoring;
    2. How claims, customer service, case management, and utilization review systems are linked for the purposes of care management;
    3. How prescription drug information is integrated into a managed care approach, including how data is stored, what outcomes can be tracked, how results can be reported (with respect to each medical condition);
    4. How SHOTS, telehealth and other delivery systems are integrated to ensure Primary Care Physicians have access to claims history; and
    5. What happens to enrollees receiving ongoing treatment from a network Provider who elects to terminate a contract with Respondent.
13. **Enrollee Education.** Describe Respondent’s strategies for enrollee education. Topics should include, but are not limited to:
    1. Activities Respondent uses to welcome, engage and educate new enrollees about plan benefits, preventive care, access to services, referrals, and the prior authorization process, including how Respondent measures the success of these activities and adjusts them to improve results;
    2. How Respondent intends to engage enrollees in completing an initial health risk assessment;
    3. Retention efforts to maintain enrollment;
    4. How Provider network changes, Primary Care Provider transitions, and alternative service delivery methods, such as telehealth, are communicated to enrollees; and
    5. How Respondent would assist FHKC in reaching out to and ultimately enrolling Florida’s uninsured children.
14. **Program Integrity and Audits.** Describe Respondent’s program integrity and audit policies and procedures. Topics should include, but are not limited to:
    1. Ability to recognize and address Fraud, Waste, and Abuse;
    2. Policy and procedures for auditing hospital bills/claims;
    3. Internal audit staff duties, how frequently internal audits are performed, and the frequency for which claims processing function audits are performed by an external auditing firm;
    4. The percentage of claims subject to internal audit and how these claims are selected; and
    5. The typical audit size.
15. **Quality Programs and Assessment.** Describe Respondent’s quality programs and assessment thereof. Topics should include, but are not limited to:
    1. Quality assurance programs with emphasis on pediatric and adolescent programs;
    2. Assessment and annual revision of Respondent’s quality improvement plan;
    3. How Respondent measures the quality of care received by its enrollees;
    4. Any quality improvement initiatives undertaken in the last 12 months;
    5. Approach to assessing the effectiveness of Respondent’s quality management programs for both clinical services within the network and administrative operations of the insurer; and
    6. Role and content of quality management training programs for Respondent’s staff, providers and their administrative staff.
16. **Quality Protocols.** Describe how Respondent complies with federal protocol reporting requirements. Topics should include, but are not limited to:
    1. Resources and staffing structure Respondent will use to work with FHKC’s contracted external quality review organization;
    2. Performance improvement project initiatives, measured success and full integration into Respondent’s business or clinical management practices;
    3. Past performance on CAHPS measures for similar populations. Respondent must submit a one-page overview of Respondent’s most recent CAHPS results – this overview need only include the measure, the result and any clarifying information needed about the measurement population. This single page does not count towards the overall page limit for this section; and
    4. Past performance on HEDIS measures for similar populations. Respondent must submit a one-page overview of Respondent’s most recent HEDIS results – this overview need only include the measure, the result and any clarifying information needed about the measurement population. This single page does not count towards the overall page limit for this section.
17. **Call Center.** Describe the customer service call center. Topics should include, but are not limited to:
    1. Location of call center, hours of operation, and how assistance during after-hours or holidays is provided;
    2. Training, minimum qualifications, experience and turnover of representatives;
    3. Number of dedicated representatives assigned to FHKC’s account;
    4. How rollover calls are handled; and
    5. Call recording system, documentation of calls, and timeframe and manner to furnish call recordings or notes to FHKC if requested.
18. **Call Center Monitoring.** Describe how customer service call center quality is monitored. Topics should include, but are not limited to:
    1. Quality assurance monitoring, including corrective action, and evaluation criteria;
    2. Customer satisfaction survey methodology and recent survey with results from a group similar in size and composition to the Program;
    3. Any quality improvement activities initiated as a result of enrollee satisfaction surveys and complaints; and
    4. Year-to-date call targets and actual statistics (e.g., abandonment rate, speed to answer).
19. **Call Center Services.** Describe services provided by the customer service call center. Topics should include, but are not limited to:
    1. Languages customer service unit can support (other than English) and how that support is provided (i.e., language line or Respondent call center representatives);
    2. Online chatting, email capabilities, and other electronic access capabilities;
    3. Interactive voice response system self-service options and ability to select a live representative option;
    4. Allocation of customer service representatives to clients; and
    5. Services enrollees can access via the web, mobile optimized website or applications, including future initiatives if not yet implemented.
20. **Recovery and Continuity.** Describe Respondent’s approach to disaster recovery and its business continuity and contingency plans. Topics should include, but are not limited to:
    1. Summary of business continuity plan;
    2. How often the systems backup and disaster recovery procedures are tested;
    3. When the systems were last tested and the results; and
    4. Alternative locations for services if natural or manmade disasters occur where primary services are conducted.
21. **Implementation Plan.** Provide a detailed Implementation Plan that clearly demonstrates Respondent's ability to meet the FHKC’s requirements to ensure the successful implementation of the Contract resulting from this ITN on January 1, 2020.
    1. Include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks, beginning with the Contract award and continuing through the Effective Date (January 1, 2020). The Implementation Plan should be specific about requirements for information transfer, as well as any services or assistance required from FHKC during implementation.
    2. Indicate the critical dates that must be met to keep the Implementation Plan on schedule. Include the processes that shall be reviewed, including system testing, information required from the incumbent, historical claims data and format, and plan documents. Describe any anticipated major transition issues during implementation.

The implementation plan does **not** count toward the total page limit.

Remainder of this page intentionally left blank

##### Rate Submission

Respondent must read and follow the submission instructions in Attachment 10: Rate Submission for these rate scenarios:

* **Scenario 1:** Blended subsidized plan with identical CHIP look-alike Full-pay Plan
* **Scenario 2**: Subsidized only plan
* **Scenario 3:** Full-pay only plan using current benefits and enrollee cost sharing
* **Scenario 4 (optional):** Full-pay using current benefits but *customized* enrollee cost sharing

Respondent is required to submit fully completed Attachment 10 for each tab in native file format and label its submission as “[Company Name] Attachment 10 Rate Submission”. The person identified as having access to FHKC’s secure SharePoint site (page 4 of Attachment 5: Confidentiality and Nondisclosure Agreement) must upload this file at or before the time and date reflected on the Calendar of Events and Deadlines in Subsection 1.F.

Respondent’s response to this section will be scored as described in Section 7 of this ITN.

**Failure to provide all the information requested may result in rejection of Respondent’s proposal.**

Respondents are advised that Scenario 1, the blended rate proposal, is contingent upon legislative approval and funding. Such rates are required to enable FHKC to comply with any such approval and funding.

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##### Network Access

Respondent must read and follow the submission instructions in Attachment 11: Network Information.

Respondent is required to submit fully completed Attachment 11 for each tab in native file format and label its submission as “[Company Name] Attachment 11 Network Information”. The person identified as having access to FHKC’s secure SharePoint site (page 4 of Attachment 5: Confidentiality and Nondisclosure Agreement) must upload this file at or before the time and date reflected on the Calendar of Events and Deadlines in Subsection 1.F. Respondent should **not** include a hard copy with its proposal.

Respondent’s response to this section will be scored as described in Section 7 of this ITN.

**Failure to provide all the information requested may result in rejection of Respondent’s proposal.**

Remainder of this page intentionally left blank

##### Evaluation of Proposals

Pursuant to section 624.91(5)(b), Florida Statutes, FHKC is required to use a competitive bid process to select medical services and coverage in the most cost-effective manner consistent with the delivery of quality medical care. The first phase of this competitive process is the evaluation of proposals, which is conducted under the supervision of the Purchasing and Contracting Committee established by the FHKC Board of Directors.

1. Evaluation Phase General Information

FHKC will evaluate proposals in a two-step process. First, FHKC will determine whether a proposal is responsive. Proposals that do not offer an insured product; fail to meet the minimum qualifications; change the benefits package or cost sharing specifications, except where permitted for the Full-pay Plan; change the Program’s objectives; or otherwise fail to meet the submission requirements of this ITN may be considered nonresponsive and disqualified at FHKC’s sole discretion. Second, proposals meeting these minimum responsive criteria will be evaluated and scored as indicated in the following subsections.

The technical response will be scored one time and count as fifty percent (50%) of each overall score. The rate submission response will be calculated separately for each scenario; each separate rate submission will count fifty percent (50%) of the overall score. The network access score is pass/fail; a passing score is required to move to the negotiation phase.

1. Scoring the Technical Response

Evaluators will rate each Respondent’s response to each numbered item in Subsection 4.C, Tab E, using 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 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.

All Evaluator points for a Respondent will be summed. Each Respondent’s total points will be weighted, and each Respondent will receive a proportionate number of points in comparison to the highest earned score, calculated as (Respondent’s total/highest total) x weighted percentage = technical response score.

For example, the technical response score is weighted at fifty percent (50%) of the overall score (e.g., 50 points out of a possible 100 points). Respondent A earns a total of 250 points for the technical response. Respondent B earns a total of 205 points, and Respondent C earns a total of 240 points. Each total is divided by 250, the highest total, and then multiplied by 50, which is the weight. The table below shows how the technical response scores are calculated for this example.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Respondent A | Respondent B | Respondent C |
| Calculation | (250/250)\*50 | (205/250)\*50 | (240/250)\*50 |
| **Weighted Score** | **50** | **41** | **48** |

To determine the overall score per scenario, the weighted technical score is added to **each** weighted rate submission score.

1. Scoring Rate Submissions

Each Respondent’s rate submission will be scored on a PMPM basis separately by Region. The rate will be weighted, and each Respondent will receive a proportionate number of points in comparison to the lowest rate, calculated as (lowest rate/Respondent’s rate) x weighted percentage = rate submission score.

For example, the rate submission score for Region 1 is weighted at fifty percent (50%) of the overall score (e.g., 50 points out of a possible 100 points). Respondent A submits a PMPM premium of $97 for Region 1. Respondent B submits a PMPM premium of $90 for Region 1, and Respondent C submits a PMPM premium of $95 for Region 1. Each premium is divided into 90, the lowest premium, and then multiplied by 50, which is the weight. The table below shows how the rate submission scores are calculated for this example.

|  |  |  |  |
| --- | --- | --- | --- |
| Region 1 | Respondent A | Respondent B | Respondent C |
| Calculation | (90/97)\*50 | (90/90)\*50 | (90/95)\*50 |
| **Weighted Score** | **46.4** | **50** | **47.4** |

1. Calculation Methodology for Overall Scores

To determine the overall score per scenario (described in the next section) for each Region, each weighted rate submission score is separately added to the technical response score. Using the examples above, the overall score for Region 1, scenario 2 would be calculated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Region 1** | Respondent A | Respondent B | Respondent C |
| Technical Response Score | 50 | 41 | 48 |
| Rate Submission Score | 46.4 | 50 | 47.4 |
| **Overall Score – Region 1, Scenario 2** | **96.4** | **91** | **95.4** |

1. Scenarios

Respondents should review Attachment 10: Rate Submission for specific instructions, assumptions, and details about the four rate submission scenarios summarized below.

* **Scenario 1:** Blended subsidized plan with identical CHIP look-alike Full-pay Plan
* **Scenario 2**: Subsidized only plan
* **Scenario 3:** Full-pay only plan using current benefits and cost sharing
  + Full-pay competitive bid incentive
    - The top two scoring Respondents for the scenario 3 rate submission score for cluster A and cluster B (see below) will automatically move to the negotiation phase for both scenarios 2 and 3 without consideration of the scenario 2 overall scores.
      * Respondents must pass the minimum network access score to move to the negotiation phase.
      * Respondents must be responsive in all aspects of the ITN.
* **Scenario 4 (optional):** Full-pay using current benefits but customized cost share

Full-pay Plan rate submission scenarios (3 and 4) allow for Respondent rate development by two regional clusters. Cluster A is comprised of Regions 1 through 9, and cluster B is comprised of Regions 10 and 11. The rate will be calculated as the average PMPM of all Regions in the cluster weighted by enrollment as of July 2018. See Attachment 10: Rate Submission for additional information and instructions.

Respondents proposing subsidized rates (scenario 2) for four or more Regions in cluster A **must** provide a Full-pay Plan proposal for scenario 3. Respondents proposing subsidized rates (scenario 2) for both Regions in cluster B **must** provide a Full-pay Plan proposal for scenario 3.

1. Scoring Network Access

For Section 6: Network Access, Respondents must achieve the minimum network access score in a Region to be eligible to move to the negotiation phase. The minimum network access score is the lower of:

* Ninety percent (90%) overall access in a Region (“overall” means across all Provider types specified in Attachment 1: Draft Contract, Section 24); or
* To account for areas of Provider scarcity, an access rate within the top fifty percent (50%) of all Respondents’ network access scores for a Region.

For scenarios 1 and 2, Respondents that fail to meet one of these criteria for a Region will not advance to the negotiation phase for that Region.

For scenarios 3 and 4, the overall network access score for a cluster will be based on the average access rate for all Regions in the cluster, weighted by projected enrollment. Respondents that fail to meet one of the criteria above for a cluster will not advance to the negotiation phase for that cluster.

1. Other Considerations During the Evaluation Phase

Factors FHKC may consider during the evaluation phase include, but may not be limited to:

* Respondent’s compliance status with requirements of other regulatory agencies in Florida (e.g., AHCA, Office of Insurance Regulation, and Department of Financial Services);
* Respondent’s status as a current insurer with FHKC and/or status, including Region assignment, as a Medicaid managed care organization with AHCA;
* Sufficiency of the proposed provider network within a Region;
* Ability to offer a sufficient statewide network;
* Respondent’s compliance and performance status with FHKC if a current contractor or if a previous contractor;
* Existing or previous litigation or regulatory action by or against the State of Florida or an agency of the State of Florida, the United States Government or an agency of the United States Government, or FHKC;
* Respondent and its subsidiaries, Subcontractors or agents that would be engaged under this Contract are not de-barred or otherwise prohibited from contracting with FHKC, the State of Florida or from receiving federal or state funds;
* Reference checks conducted on Respondent’s performance as an insurer for comparable contracts;
* Respondent’s current and recent (defined as the most recent two-year period) financial status;
* Enrollee services functions;
* Quality assurance and medical case management services;
* Ability to meet access and appointment standards within the Region;
* Competitiveness of premium rates; and
* Past performance under HEDIS standards.

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##### Negotiations and Award

1. Competitive Negotiation Process

FHKC will establish a negotiation team to conduct negotiations with Respondents, assess the final value proposition of each Respondent, and make an award recommendation to the Board of Directors.

The negotiation team will not be bound by phase one scoring and may consider any additional information that comes to its attention during the negotiations phase. The negotiation team will not engage in any scoring.

FHKC reserves the right to require physical attendance at negotiation sessions by representatives of 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. Respondent should limit its negotiation team for any in-person negotiation session to six individuals.

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

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

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

1. 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 or addressing specified topics or alternative rate submissions, including, but not limited to, stair-step family premiums, alternative member cost-sharing provisions, and statewide proposals.
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 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 Respondent(s) 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 Respondent(s) affected.

1. Award

After conducting negotiations, FHKC staff will develop a recommendation as to the award that will provide the best value. In so doing, FHKC staff will not engage in scoring, but will arrive at its recommendation by consensus.

In the event approval and funding to blend subsidized and Full-pay Plan rates are approved (scenario 1), FHKC intends to recommend the award of Contracts for blended coverage to two Respondents per Region; one, both, or none of which may be statewide.

If approval and funding to blend rates are not approved, FHKC intends to recommend the award of Contracts for subsidized coverage (scenario 2) to two Respondents per Region. FHKC may award subsidized on a statewide basis.

For the standalone Full-pay Plan award (scenario 3 or scenario 4), FHKC intends to recommend the award for either one Contract statewide or one Contract for cluster A and one Contract for cluster B. Further, FHKC intends to guarantee an award of four subsidized Regions for cluster A and both subsidized Regions in cluster B, regardless of whether the award is by cluster or statewide.

FHKC staff will forward any award recommendation to the appropriate committee and/or the FHKC Board of Directors. The committee or the FHKC Board of Directors will determine whether to approve FHKC staff’s recommendation for award. FHKC will post a Notice of Contract Award at FHKC’s website for the date specified in Section 1.F, Calendar of Events and Deadlines, in this ITN.

1. Protest Process

Any Respondent wishing to protest either a solicitation specification or a notice of Contract award must use FHKC’s protest procedures, the full text of which may be found in Appendix B: FHKC Procurement Protest Procedures. Written protests must be received at FHKC as set forth in Appendix B. In this ITN, all notices of intent to protest and formal written protests must be submitted by email to Katie Fuller, at [fullerk@healthykids.org](mailto:fullerk@healthykids.org).

The protest process applies to any intended decision of FHKC including: (1) issuance by FHKC of specifications in this ITN, including addenda; and (2) an intended Contract award. Failure of a Respondent to timely file a notice of intent to protest and formal written protest of the ITN specifications shall constitute a waiver of proceedings and waiver of all rights to contest the specifications. Failure of a Respondent to timely file a notice of intent to protest and formal written protest of a notice of intent to award shall constitute a waiver of proceedings and waiver of all rights to contest the intended award(s).

If, in the sole determination of FHKC, when a disputed contract award that is the subject of a protest may result in an interruption of service(s) to enrollees, FHKC reserves the right to contract with one or more providers of choice to extend existing contracts, on a provisional basis, to maintain services in place until such time when the appeal is resolved.

Remainder of this page intentionally left blank

##### Attachments

Following are the attachments to this ITN:

* Attachment 1: Draft Contract – provided as two separate documents (one PDF includes contract attachments; the Word version of the draft contract and draft performance guarantees are made available for future redlining)
* Attachment 2: FHK Databook – see Subsection 3.E of the ITN to learn how to obtain this file
* Attachment 3: FHK CDPS Acuity Study – see Subsection 3.E of the ITN to learn how to obtain this file
* Attachment 4: FHK Member Demographic Summary – see Subsection 3.E of the ITN to learn how to obtain this file
* Attachment 5: Confidentiality and Nondisclosure Agreement – included in this section
* Attachment 6: Proposal Cover Sheet – included in this section
* Attachment 7: Conflict of Interest Disclosure Form – included in this section
* Attachment 8: Ownership and Control Interest – provided as a separate spreadsheet
* Attachment 9: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – included in this section
* Attachment 10: Rate Submission – provided as a separate spreadsheet
* Attachment 11: Network Information – provided as a separate spreadsheet

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This Confidential and Nondisclosure Agreement (the “Agreement”) is made this \_\_\_\_\_\_ day of 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Respondent,” and the Florida Healthy Kids Corporation, hereinafter referred to as “FHKC.”

Respondent warrants and represents that it intends to submit a Reply in proposal to FHKC solicitation entitled Invitation to Negotiate 2018-300-01 Medical Services and Coverage (“ITN”). FHKC must provide Respondent with access to certain aggregated utilization and enrollee population demographic data (Confidential Information).

All such information provided by FHKC during this procurement process shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as Confidential Information. As a condition for its receipt and further access to the Confidential Information, Respondent agrees as follows:

1. Respondent will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under this ITN, except in connection with the preparation of its Reply to this ITN subject to Florida’s public records laws.
2. Respondent shall be liable for any violations by any of its employees who are provided or given access to Confidential Information or any incidental access obtained by unauthorized persons while in its control.
3. Respondent shall abide by the following procedures in handling FHKC’s Confidential Information:
   1. Upon receipt of the data, Respondent will password protect the Confidential Information.
   2. Respondent’s employees needing access to FHKC’s Confidential Information will be informed that:
      1. They are not to share the password or FHKC’s Confidential Information with any unauthorized person;
      2. At the end of the solicitation process they will delete FHKC’s Confidential Information from any laptop, desktop or any other electronic shared system under their control and destroy any paper copies of such Confidential Information; and
      3. They must confirm to Respondent that they have so deleted or destroyed the Confidential Information.
   3. Files and passwords will be provided separately to appropriate users.
   4. Respondent will maintain the list of persons granted access (Access List) to FHKC’s Confidential Information. Employees expected to have access to FHKC’s Confidential Information are to be listed in the chart on page 4 of this attachment. Respondent will update the list at the time it submits its Reply.
4. Respondent shall destroy the Confidential Information, including any copies, remaining in its possession within the later of five business days of FHKC’s notice of an intended award in connection with this solicitation or the conclusion of any legal proceeding regarding the procurement and shall provide a certification and a final Access List to the procurement officer as defined in the ITN that it has complied with this requirement. If Respondent does not submit a Reply, Respondent shall destroy the Confidential Information including any copies by the time Replies are due and shall provide a certification and Access List to the procurement officer that it has complied with this requirement on or before the due date for Replies. Respondent acknowledges that the disclosure of the Confidential Information may cause irreparable harm to FHKC and agrees that FHKC may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. FHKC’s rights and remedies hereunder are cumulative and FHKC expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for Respondent’s failure to comply with the requirements of this Agreement.
5. In the event FHKC suffers any losses, damages, liabilities, expenses or costs (including by way of example only, attorney’s fees and disbursements) that are attributable, in whole or in part to any failure by Respondent or any employee of Respondent to comply with the requirements of this Agreement, Respondent shall hold harmless and indemnify FHKC from and against any such losses, damages, liabilities, expenses and/or costs.
6. This Agreement shall be governed by the laws of the State of Florida. The Respondent consents to personal jurisdiction in Florida state court, and exclusive venue shall be Leon County, Florida.
7. The individual signing on the next page warrants and represents that he/she is fully authorized to bind Respondent to the terms and conditions specified in this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Individual Authorized to Represent Respondent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

Complete Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Employee Access List**

Complete the contact information below for the Respondent’s employee(s) who will access the FHKC secure SharePoint site to retrieve Attachment 2, Attachment 3, and Attachment 4 and to upload subsequently Respondent’s electronic proposal and redacted electronic proposal, if applicable, to the FHKC secure SharePoint site. Respondent should add tables as necessary to account for each employee.

|  |  |
| --- | --- |
| **Name Employee – SharePoint Site Access:** | **Signature:** |
| **Title:** | **Date:** |
| **Address:** | |
| **Phone Number:** | |
| **Email Address:** | |

Complete the contact information below for Respondent’s employees who will be given access to the Confidential Information. Respondent should add tables as necessary to account for each employee.

|  |  |
| --- | --- |
| **Name Employee 1:** | **Signature:** |
| **Title:** | **Date:** |
| **Address:** | |
| **Phone Number:** | |
| **Email Address:** | |

[Company Logo, optional]

**Proposal for the Florida Healthy Kids Corporation**

**Invitation to Negotiate 2018-300-01 for Medical Services and Coverage**

[Date Submitted]

[Total Number of Pages Including this Page]

[Official Company Name and d/b/a, if applicable]

[FEID Number]

[Type of Business (e.g., corporation, LLC, partnership, etc.)]

[Name of Person Submitting This Proposal]

[Street Address]

[City, State and ZIP Code]

[Phone Number]

[Toll-free Number, if available]

[Email Address]

[Fax Number]

I attest that, to the best of my knowledge, the data, documentation, and information provided in [Respondent]’s response to ITN 2018-300-01 – Medical Benefits and Services is accurate, complete, and truthful. I acknowledge the receipt of any and all addenda to this ITN.

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 Respondent and that Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Individual Authorized to Bind Respondent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

I have attached a copy of insurer’s current org chart and written documentation of delegated authority, if the attestation is signed by anyone other than the CEO or CFO.

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: \_\_\_\_\_\_\_\_\_\_

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**RESPONDENT CONTACTS:** Complete the contact information below for the official contact and an alternate. These individuals must be available to be contacted by telephone or attend meetings as may be required.

|  |  |
| --- | --- |
| **PRIMARY CONTACT:** |  |
| **Title:** |  |
| **Address:** |  |
| **Phone Number:** |  |
| **Email Address:** |  |
| **Fax Number:** |  |

|  |  |
| --- | --- |
| **SECONDARY CONTACT:** |  |
| **Title:** |  |
| **Address:** |  |
| **Phone Number:** |  |
| **Email Address:** |  |
| **Fax Number:** |  |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Relationship**  **(Business, Personal)** | **Name of Individual or Organization** | **Status of Organization or Individual (e.g., Current Contractor, FHKC Board Member, FHKC Employee, etc.)** | **Term of Relationship** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

To the best of my knowledge, no conflicts of interest exist between (Respondent Name) and any person or organization identified in Appendix A: FHKC Board Members and Organizations or any employee of the Florida Healthy Kids Corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Individual Authorized to Represent Respondent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

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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**

1. 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.
2. 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.
3. [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.
4. 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.
5. [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.
6. [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.
7. 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.
8. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

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**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 Individual Authorized to Represent Respondent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

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##### Appendices

Following are the appendices to this ITN:

* Appendix A: FHKC Board Members and Organizations – included in this section
* Appendix B: FHKC Procurement Protest Procedures – included in this section

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**Board of Directors**

FHKC is governed by a Board of Directors representing each Florida KidCare component state agency, as well as 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 or designee. The CFO appoints five of the Board’s members. The remaining Board members are appointed by the governor.

Officers

* Scott Fennell, Deputy Chief Financial Officer of Florida, Chair
* 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
* Jeffrey Brosco, M.D., PhD: Florida Department of Health
* Vacant: Department of Children and Families
* Beth Kidder: Medicaid Director, AHCA
* Chip LaMarca: County Commissioner, Florida Association of Counties Representative
* Amra A. Resic, M.D., FAAFP: Family Medicine
* Mansooreh Salari, M.D.: Children’s Medical Services, Department of Health
* Tommy Schechtman, M.D.: Florida Pediatric Society
* Justin Senior: Secretary, AHCA
* Penny Taylor: Department of Education

Ad Hoc Members

* Tami Cullens
* Steve Freedman, Ph.D.
* Paul Whitfield

**Organizations**

FHKC has engaged the services of the following vendors to assist with legal, actuarial, consulting, and network access analysis throughout all stages of this procurement process:

* Mercer LLC
* Qsource and its subcontractor Quest Analytics

For purposes of these protest procedures, an “intended decision” means: (1) issuance of specifications in a request for proposals, invitation to negotiate, or any other procurement document, or any addenda; or (2) an intended contract award. Failure of a vendor to file a notice of intent to protest and a formal written protest as described in this appendix shall constitute a waiver of proceedings and waiver of any rights to contest FHKC’s intended decision. **The procedures in Chapter 120, Florida Statutes, do not apply to any FHKC procurement.**

**STANDARDS FOR PROTEST**

(1) No submission made after the proposal opening that amends or supplements a vendor’s proposal will be considered by FHKC in a protest.

(2) The burden of proof shall rest with the party protesting FHKC’s intended decision.

(3) FHKC’s impartial decisionmaker must determine whether FHKC’s proposed action is contrary to its governing statutes or rules or to the specifications of the procurement. The burden of proof for the protestor is whether FHKC’s intended decision is clearly erroneous, contrary to competition, arbitrary or capricious.

**PROTEST PROCEDURES**

(1) PROTESTING PARTY PROCEDURES

(a) Any party who is substantially affected by FHKC’s intended decision as reflected in the issuance of specifications in a procurement or in any addenda must file a written notice of intent to protest with FHKC within seventy-two (72) hours after the posting of the procurement specifications document, or any addenda, excluding weekends and state holidays.

(b) Any party who is substantially affected by FHKC’s intended decision to award a contract must file a written notice of intent to protest with FHKC within seventy-two (72) hours after the posting of the notice of intent to award, excluding weekends and state holidays. A substantially affected party is any party who submitted a proposal or response for the services that are at issue in the protest.

(c) The substantially affected party must file a formal written protest within five (5) business days after the date of the notice of intent to protest is filed.

(d) The formal written protest must state, with particularity, the facts and law upon which the protest is based. The issues to be addressed in any proceeding conducted pursuant to subsection (3) are limited to those timely raised in any formal written protest.

(e) If the protest can only be resolved in accordance with subsection (3) below and in lieu of a protest bond or filing fee, the substantially affected party shall be responsible for all associated impartial decisionmaker costs.

(f) Failure of a vendor to timely file a notice of intent to protest and formal written protest shall constitute a waiver of proceedings and waiver of any rights to contest FHKC’s intended decision.

(g) If any substantially affected party decides to participate in the protest proceedings, that party must give notice within three (3) business days of the posting of the initial notice of the protest by FHKC.

(2) FHKC PROCEDURES

Upon receipt of a timely filed notice of intent to protest, FHKC must take the following steps:

(a) Immediately post the notice of protest in the same manner as the solicitation specifications or the notice of intended award were posted.

(b) Engage an outside, impartial decisionmaker, such as a mediator, to hear the protest if the protest is not resolved in accordance with paragraph (2)(c).

(c) Provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) business days. If the subject of a protest is not resolved by mutual agreement within the timeframe set forth in this paragraph or within an extended timeframe as mutually agreed upon by the parties, a protest meeting must be conducted with the impartial decisionmaker as set forth in subsection (3) below.

The filing of a notice of intent to protest or a formal protest shall not stop the procurement process or award process, unless the Chief Executive Officer, in consultation with corporate counsel, determines that doing so is in the best interest of FHKC.

(3) PROTEST RESOLUTION

(a) If the protest is not resolved pursuant to paragraph (2)(c) above, the impartial decisionmaker must commence a protest meeting within fifteen (15) business days of receipt of FHKC’s request to refer the matter to a protest meeting. The provisions of this subsection may be waived only upon stipulation by all parties.

(b) The impartial decisionmaker must render a written decision within thirty (30) business days of the protest meeting. The provisions of this paragraph may be waived only upon stipulation by all parties.

1. The written decision must include findings; based on these findings, the impartial decisionmaker may affirm or reject FHKC’s intended decision.

2. If rejecting FHKC’s intended decision, the impartial decisionmaker must simultaneously issue a recommendation to FHKC supported by findings.

3. FHKC may either accept or reject the impartial decisionmaker’s recommendation.

a. If FHKC rejects the impartial decisionmaker’s recommendation, FHKC must notify all parties in writing within five (5) business days after the recommendation is received, outlining the reason or reasons for rejecting the recommendation; and FHKC must either start the procurement process again or proceed with its intended decision consistent with its reason or reasons for rejecting the impartial decisionmaker’s recommendation.

b. If FHKC accepts the impartial decisionmaker’s recommendation, FHKC must post the recommendation and resolution in the same manner as the solicitation specifications or the notice of intended award were posted within five (5) business days after the recommendation is received.

(c) The impartial decisionmaker may permit the parties to submit proposed findings or draft orders or memoranda on the issues within a time designated by the impartial decisionmaker.

(d) A default must be entered against a party who fails to appear at a protest meeting as directed by the impartial decisionmaker, unless at least one of the following conditions exists:

1. Illness of a party, witness or attorney that would prevent attendance at the protest meeting;

2. An act of God that would prevent attendance at the protest meeting;

3. A designated threat to public safety that would prevent attendance at the protest meeting; or

4. Any other circumstance in the opinion of the impartial decisionmaker that would warrant a continuance of the protest meeting.

(e) An entry of default against a party is deemed the final decision of the impartial decisionmaker.

1. Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended [↑](#footnote-ref-2)
2. Health Information Technology for Economic and Clinical Health (HITECH) Act [↑](#footnote-ref-3)