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**INVITATION TO NEGOTIATE 2019-200-01**

**for**

**Customer Engagement Center Services and**

**Customer Relationship Management System Services**

**Proposals Due November 25, 2019**

**Noon, Eastern Time**

Florida Healthy Kids Corporation

1203 Governors Square Boulevard, Ste. 400

Tallahassee, FL 32301

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##### Introduction

1. Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested vendors to submit proposals to this Invitation to Negotiate (“ITN”). The purpose of this ITN is to explore the various questions identified in this ITN and to determine through the procurement process the vendor(s) best qualified to provide the specified Customer Engagement Center (“CEC”) Services and Customer Relationship Management (“CRM”) System Services.

FHKC is a private, not-for-profit organization created by the Florida Legislature in section 624.91, Florida Statutes, to ensure the availability of child-centered health and dental plans that provide comprehensive, quality healthcare services for Florida children.

1. Procurement Overview

To be considered Responsive, Respondents submitting proposals to this ITN must comply with all instructions and requirements for information and documentation and provide complete responses for the technical response and the cost proposal.

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 terms, conditions, requirements, funding contingencies, and procurement rights of FHKC stated in this ITN.

* 1. Award Intent

FHKC intends to recommend the award of a Contract(s) to the Responsible and Responsive Respondent(s) that present(s) the Best Value to FHKC for CEC Services and/or CRM System Services.

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

* 1. Funding

The award of any Contract(s) under this ITN or any future Contract Renewal(s) is contingent upon annual appropriation from the Florida Legislature and federal funding under Title XXI of the Social Security Act.

1. Background and Program Overview

Florida has integrated the following programs under the Florida KidCare brand:

* Children’s Medicaid[[1]](#footnote-2)
* Florida Healthy Kids Children’s Health Insurance Program (“CHIP”)
* Florida Healthy Kids full-pay
* MediKids CHIP
* MediKids full-pay, and
* Children’s Medical Services Managed Care Plan (“CMS Plan”) CHIP and Medicaid1

**The scope of Services for this ITN includes only the CHIP and full-pay components of Florida KidCare, which encompasses Florida Healthy Kids, MediKids, and the CMS Plan (“Program”).**

FHKC manages Florida Healthy Kids for children ages five through 18 and offers CHIP for families that meet federal poverty level (FPL) requirements, as well as a full-pay plan (i.e., family pays the entire premium) for families that do not meet FPL requirements. FHKC procures and manages health and dental insurance contracts for children enrolled in Florida Healthy Kids. Starting January 1, 2020, two medical Insurers will provide insurance statewide and a third Insurer will provide insurance in the South Florida area; three dental Insurers currently provide dental insurance statewide. FHKC is also responsible for and contracts with vendors to provide eligibility, enrollment, web, correspondence, marketing, and premium payment processing services for the Program.

The payment processing vendor accepts one-time credit or debit card premium payments through the Florida Healthy Kids website. Families may set up other types of electronic premium payments through the Customer Portal. They may also pay by phone by accessing the payment center through the third-party administrator’s (“TPA”) interactive voice response (“IVR”). The TPA provides premium payment coupons, which families send with checks, money orders, and cashier’s checks to a lockbox. Families may also pay premiums using cash at kiosks around the state. The payment processing vendor accepts these payment types and submits a file to the TPA for posting to the respective family’s account.

Currently, FHKC contracts with a web services vendor that hosts and maintains the Corporate-owned Florida KidCare and Florida Healthy Kids websites. The Florida Healthy Kids website has a portal for CHIP and full-pay families to complete and submit their Florida KidCare Application and supporting documents. The Florida KidCare Application portal offers some decision tree functionality to streamline the application process. The same public-facing website provides a separate, secure account portal where families can see their account balances, enrollment status, and electronic correspondence (system-generated letters stored in PDF format and displayed to account holders; email notification provided). This portal permits document upload and offers the Florida Healthy Kids skin, as well as single sign-on to the payment processing vendor’s payment website. Interface files between the TPA and the web services vendor contain Applicant information, approval responses to establish a family account, electronic correspondence, and other information. All secure portals and interfaces are HIPAA/HITECH[[2]](#footnote-3) compliant, and the websites are required to be compliant with section 508 of the Rehabilitation Act.

The Florida Agency for Health Care Administration (“AHCA”) procures managed care for the MediKids CHIP and full-pay components of Florida KidCare. MediKids covers children from age one through age four. AHCA administers its own enrollment with its managed care organizations, but FHKC is responsible for all other administrative services.

The CMS Plan is a carved-out insurance plan for children with special medical needs. The Florida Department of Health (“DOH”) determines clinical eligibility for its single managed care organization, and FHKC is responsible for all other administrative services.

As of September 2019, there are 240,380 CHIP and 24,740 full-pay Enrollees. The annual growth rate of the Florida Healthy Kids subsidized caseload is anticipated to be 7.75 percent beginning in July 2019 and through June 2020[[3]](#footnote-4). The annual growth rate of the MediKids subsidized and CMS Plan caseloads are anticipated to be 7.8 percent between July 2019 and June 2020. These growth rates may be modified at subsequent meetings of the [Social Services Estimating Conference](http://edr.state.fl.us/Content/conferences/kidcare/index.cfm).

Eligibility for CHIP is generally based on family income, household size, age of the child, citizenship or lawful U.S. residency status, Florida residency, and special clinical conditions (for the CMS Plan). The FPL is calculated based on family income and household size. Families that earn less than 200 percent of the FPL generally qualify for CHIP.

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 the accuracy of the eligibility information on file or report changes and provide supporting documentation, if required.

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. Full-pay premiums are per month per child, not per household.

Appendix C: Historical Statistics and Other Information reports the volume of key services provided under FHKC’s current TPA contract.

1. Definitions, Acronyms, and Terms

**Capitalized words and acronyms used but not otherwise defined in this ITN document shall have the same meaning as those terms set forth in Attachment 1: Draft Contract, subsections 1.2 and 1.3, respectively, attached to this ITN.** The term “proposal” includes the singular or the plural, depending on whether Respondent submits a CEC Services proposal, a CRM System Services proposal, or one proposal for each category.

For purposes of this ITN, the following definitions apply:

“Access” means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer System or network includes local and remote access.

“Best Value” means the highest overall value to FHKC based on price, quality, and any other factors pertaining to the services sought by this ITN and is therefore most advantageous to FHKC.

“Confidential Information” means Vendor’s business information that is confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority.

“FHKC Intended Decision” means the:

1. Issuance of ITN specifications or addenda;
2. Notice of Contract Award;
3. Withdrawal of the solicitation; or
4. Rejection of all proposals.

“File” means to submit to FHKC by email to [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org) and/or by hand delivery at 1203 Governors Square Boulevard Suite 400, Tallahassee, FL 32301.

“Invitation to Negotiate” or “ITN” means this solicitation, including all attachments, appendices, and addenda, for competitive sealed proposals to select one or more Respondents with which to commence negotiations for the procurement of contractual services.

“Notice of Contract Award” means the final decision by the FHKC Board of Directors or Executive Committee to award the Contract(s).

“Post,” “Posted,” or “Posting” in reference to the solicitation procedures of this ITN means the noticing on FHKC’s designated website, <https://www.healthykids.org/itn>, of FHKC Intended Decisions or any other matters relating to this procurement.

“Public Records Request” means a request for documents, Data, or records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority.

“Respondent” means those parties that respond or intend to respond to this ITN.

“Responsible” means a vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

“Responsive” in reference to a proposal means a proposal submitted by a Respondent that conforms in all material respects to the solicitation. “Responsive” in reference to a Respondent means a Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

1. Anticipated Contract Term

FHKC anticipates that the Contract will be executed by May 1, 2020 allowing the successful Respondent(s) up to 17 months to implement the Services resulting from this ITN by October 2021. It is anticipated that the Contract will provide for an initial term of five years and any renewal term for a period of up to five years at FHKC’s sole discretion; however, negotiations may lead to shorter or longer initial and/or renewal terms.

1. Calendar of Events and Deadlines

An anticipated calendar of events and deadlines is established below for this ITN process. Any of the deadlines or dates may be modified at FHKC’s sole discretion. Respondents submitting 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>.

| **Event** | **Anticipated Date(s)** | **Time**  (Eastern) |
| --- | --- | --- |
| FHKC releases this ITN | October 11, 2019 |  |
| Respondent deadline to submit Letter of Intent | October 16, 2019 | 3:00 p.m. |
| Respondent deadline to submit questions regarding the ITN via email to the issuing office | October 25, 2019 | 3:00 p.m. |
| FHKC Posts answers to Respondents’ questions at <https://www.healthykids.org/itn> | November 8, 2019 | 5:00 p.m. |
| Respondent proposals due to FHKC | November 25, 2019 | noon |
| Public opening of proposals | November 25, 2019 | 1:00 p.m. |
| Evaluations | November 25, 2019 through January 3, 2020 |  |
| Negotiations | January 13, 2020  through March 2020 |  |
| Notice of Contract Award – Public Meeting | April 2020 | TBD |
| Effective Date of Services | October 1, 2021 | 12:00 a.m. |

1. Consultants

To assist with this ITN process, FHKC has engaged KPMG, LLC (“KMPG”) as a technical subject matter expert. KPMG will not receive commissions or any other valuable consideration, in any form, from any involved party when such fee proceeds from or may be attributable to the award of the Contract(s) with FHKC. Fees earned by this consultant relating to this procurement will be limited exclusively to those fees paid under the contract for these services between KPMG and FHKC.

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##### Scope and Goals of the ITN

1. Scope

This procurement document is issued for Services as described in Attachment 1: Draft Contract regarding the administration ofthe CHIP and full-pay components of the Program. The Effective Date for Contract(s) awarded under this ITN is October 1, 2021. The Services comprise two categories summarized below:

1. The vendor that contracts for CEC Services will:
   * Provide a customer engagement center served by a toll-free phone number and TTY to handle all Customer telephone contacts
   * Handle Customer emails, webchats, social media, and text messaging
   * Accept and process Florida KidCare Applications and related documents received via mail, phone, e-mail, and fax
   * Accept and process all incoming mail
   * Process eligibility and prepare enrollment exchanges for the Program
   * Provide client services and utilize an internal quality control unit
   * Prepare and deliver outbound correspondence
   * Scan, store, and link documents to Family Accounts
   * Provide call and webchat scripts along with correspondence templates to support the CEC customer service representatives (“CSRs”)
   * Post payments to accounts, generate refunds, reconcile payment Data, and provide payment reports
   * Print and mail all outbound mail
2. The vendor that contracts for CRM System Services will:
   * Develop and maintain the CRM System to support all Customer engagements and Services; test and implement Requests for Change (“RFCs”), enhancements, and maintenance items
   * Host and accept Florida KidCare Applications and accept application referrals from DCF
   * Allow the User to Access, store, and retrieve all Production Data
   * Process and record eligibility and enrollment outcomes
   * Maintain financial transactions, compute account balances, and generate fiscal administration reports
   * Distribute and receive Data, documents, and reports that can be used for business analytics
   * Maintain a database that stores operational Data, decision support Data, and any needed external Data to facilitate consistent and reconciled business intelligence
   * Provide a versatile User interface that adapts easily to Customer communication methods and multiple integrated environments
   * Establish interfaces to other vendors, partners, and software
3. Questions Being Explored and Facts Being Sought

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 support the eligibility, enrollment, premium payment processing, and website administration services for the Program?
2. How can FHKC best leverage external vendors to support its desired operating model?
3. How can FHKC best serve Customers, including supporting automated and ad-hoc Customer engagement across communication platforms and websites?
4. How can FHKC be assured that the new operating model can be successfully implemented by October 2021?
5. How can FHKC best position the Contract to provide flexibility for future System changes (e.g., implementing new functionality, System enhancements, enrollment growth, legislative mandates)?
6. What value propositions can Respondents offer that are in the best interest of FHKC?
7. Goals of the ITN

To meet its needs, FHKC intends to ensure Best Value to FHKC by achieving the following goals through this competitive solicitation:

1. Promote the best possible service quality in the most cost-efficient manner;
2. Determine whether consolidating the operating model using a single service provider or multiple service providers ensures Best Value to FHKC;
3. Establish a flexible contract and operating model that provide the ability to efficiently effectuate policy and Program changes and facilitate implementation of technological advancements;
4. Increase visibility around true operating model costs through service provider transparency; and
5. Increase service provider accountability where appropriate (i.e., contract provisions, performance standards, and performance guarantees).

##### General Instructions to Respondents

1. Process Overview

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

The evaluation phase involves FHKC’s initial evaluation of proposals. Respondent will submit one proposal per category (i.e., CEC Services or CRM System Services) for which the Respondent seeks a contract. During the evaluation phase, the Responsive proposals pertaining to a category will be evaluated to determine those that fall within the competitive range of Respondents reasonably susceptible of award. For each category, FHKC will select one or more Responsible Respondents within the competitive range with which to commence negotiations.

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

After negotiations, the negotiation team intends to recommend to the FHKC Board of Directors an award of Contract(s), identifying the Respondent(s) that provides the Best Value. The FHKC Board of Directors shall determine the final award of any Contracts, after which the Notice of Contract Award will be Posted.

Respondents that are not Responsive or Responsible, not selected for negotiations, or with whom the negotiation team ceased negotiations will not be formally eliminated from the ITN process until the FHKC Board of Directors issues the final award of any Contracts.

At its option, the negotiation team 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

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

Proposals containing 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.

1. Single Point of Contact

This procurement process will be under a cone of silence between the release of the ITN and the end of the 72-hour period following the Posting of the Notice of Contract Award, excluding Saturdays, Sundays, and FHKC holidays[[4]](#footnote-5).

During the cone of silence, Respondents or persons acting on their behalf may only contact FHKC regarding this procurement by emailing the issuing office at [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org) or during scheduled negotiation sessions. The subject line for each email must contain the ITN number in the subject line of the email. No faxes or telephone calls will be accepted.

Further, during the cone of silence Respondents or persons acting on their behalf may not contact any other FHKC employee, Board of Directors member, or committee member (including ad-hoc members); any employee of the executive branch of the State of Florida; or any employee of the legislative branch of the State of Florida concerning any aspect of this solicitation. Violation of this provision may be grounds for rejecting a proposal.

Any contact by an agent of a Respondent, including an affiliate, a person with a relevant business relationship with the Respondent, or an existing or prospective subcontractor to a Respondent, will be presumed to be on behalf of a Respondent unless otherwise demonstrated.

1. Order of Precedence

In the event of a 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 document
* All attachments and appendices to this ITN

1. Letter of Intent

Respondents intending to submit proposals must email a Letter of Intent to [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@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 Respondent;
* Provide a contact name and contact information, including mailing address, email address, desk telephone number, and cell phone number, if available, for the person (e.g., executive officer or designee) responsible for the proposal;
* Provide an alternate contact name and corresponding contact information;
* Provide the name and contact information for the person(s) responsible for accessing the secure, FHKC SharePoint site (called Secure Partner Connect) (see subsection 4.B);
* Include the signature of an executive officer representing the Respondent on the organization’s letterhead; and
* State the category(ies) of Services (i.e., CEC Services and/or CRM System Services) for which the Respondent intends to provide a proposal.

1. Questions Regarding the ITN

Respondents may submit questions concerning the ITN during the question and answer round in writing to the issuing office by email at [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org). The deadline for submitting questions is in subsection 1.F of this ITN.

Respondents must submit all questions using the following format:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Respondent (Company)** | | | | |
| **#** | **Document (e.g., ITN, Attachment 1)** | **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 may consider questions received after the deadline and/or Post any such questions and answers at its own discretion.

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 documents and records submitted, received, or developed during this procurement process will become publicly available upon conclusion of the procurement process. Such documents and records include all elements of any document or record submitted by Respondents, the selection criteria, scoring system, materials developed by FHKC or its consultants, and results of this ITN.

Information contained in any document or record submitted, received, or developed during the procurement process is not available to the public or any Respondent until the ITN process is concluded and all Contracts have been awarded.

* 1. Information Exempt from Disclosure

If a Respondent asserts that **any portion of any document or record** submitted by the Respondent during the procurement process contains Confidential Information, the Respondent must take the following steps to protect the Confidential Information:

1. Respondent shall submit a non-redacted copy of the document or record as follows:
   * 1. For every page containing trade secret information, Respondents shall mark such page “TRADE SECRET” in red font, followed by the statutory basis for such claim. For example: “TRADE SECRET pursuant to Section 812.081, Florida Statutes.”
     2. For every page containing information that is not trade secret but is otherwise not subject to disclosure shall be marked “EXEMPT” in red font, followed by the statutory basis for such claim. For example: “EXEMPT pursuant to Section 119.071(3)(b), Florida Statutes.”
2. In addition, Respondent shall submit a separate, redacted copy of the document or record as follows:
   * 1. The redacted document shall contain the solicitation name, number, and the Respondent’s name and shall be clearly titled “Redacted Copy.”
     2. Documents provided electronically shall contain “REDACTED” at the end of the file name.
     3. Redacted copies should only contain redactions of those portions of material the Respondent claims contain Confidential Information. See subsection 4.B for submission requirements.

A Respondent may **not** redact the entirety of its proposal, and FHKC may reject a proposal that is so marked.

* 1. FHKC’s Response to Public Records Requests

If a Public Records Request is submitted to FHKC for any document or record submitted by a Respondent during this solicitation, FHKC is authorized to release the redacted document or record without conducting any pre-release review of the redacted document or record or notifying the Respondent.

Failure to identify and mark such portions of a document or record as directed in Section 3.G.1 shall constitute a waiver of any claimed exemption. **If A Respondent fails to submit a redacted copy of any document OR RECORD, or portions thereof, following the instructions set forth in this ITN, FHKC is authorized to RELEASE the document OR RECORD in response to a public records request without notifying the respondent.** FHKC will not attempt to discern which elements a Respondent was attempting to protect from disclosure.

In the event of a Public Records Request seeking Confidential Information, FHKC will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to assert the information in question is exempt from disclosure under Chapter 119, Florida Statutes, 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 documents are confidential, proprietary, trade secret, exempt, or otherwise not subject to disclosure. FHKC will not engage in any independent review or determination as to whether redacted or non-redacted information is Confidential Information.

* 1. Indemnification

Respondents that fail to identify information that is confidential, proprietary, trade secret, exempt, or otherwise not subject to disclosure as directed herein acknowledge and agree to waive any right or cause of action, civil or criminal, against FHKC, its employees, and its representatives for the release or disclosure of such information not so identified. Respondents acknowledge and agree to protect, defend, and indemnify FHKC for any and all claims arising from or relating to the Confidentiality Agreement and/or Respondent’s claim that its proposal or other documents are trade secret, confidential, or otherwise not subject to disclosure to the third party. FHKC may use counsel of its choosing to defend any 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.

1. Special Accommodation

Any person requiring a special accommodation because of a disability should notify the procurement office at [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org) at least five Business Days before the scheduled event.

1. Cost of Preparation

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

1. Receipt of Proposal

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 Proposal

By submitting a proposal, Respondents acknowledge and agree that their proposals shall remain firm and shall not be withdrawn until the resulting Contract(s) is executed. However, Respondents may request to withdraw proposals within three 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 Proposal Content

All materials produced to FHKC through this ITN become the exclusive property of FHKC and may not be removed by Respondents and will not be returned to Respondents. 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(s) of this solicitation. Respondents should carefully review the Subcontractor requirements of Attachment 1: Draft Contract.

Respondent must identify Subcontractors as required by ITN subsection 4.C, Tab 6. If Respondent needs to replace a Subcontractor prior to FHKC’s recommendation of award, the Respondent shall provide to the issuing office at [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org) a request to substitute the Subcontractor and explain the basis for the substitution of the Subcontractor.

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 Notice of Contract Award(s). 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. Waiver of Minor Irregularities

FHKC reserves the right to waive minor irregularities when to do so would be in the best interest of FHKC and the Program. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the proposal or give the Respondent a substantial advantage over other Respondents and thereby restricts or stifles competition and does not adversely impact the interests of FHKC. At its option, FHKC may allow a Respondent to correct minor irregularities but is under no obligation to do so. In doing so, FHKC may request a Respondent to provide clarifying information or additional materials to correct the minor irregularity.

1. Rejection of All Proposals

FHKC reserves the right to reject all proposals or all proposals for a category of Services 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 or all proposals for a category of Services 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. Reserved Rights after Notice of Award

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

1. No Contract until Execution

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

1. Announcements and Press Releases

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

1. Filing a Protest

Any party with standing to challenge the specifications or any addenda of this ITN, and any Respondent seeking to protest a Notice of Contract Award(s), withdrawal of the ITN, or rejection of all proposals, must comply with FHKC’s protest procedures set forth in Appendix B: FHKC Procurement Protest Procedures.

The failure of a party or a Respondent to timely file a notice of intent to protest, formal written protest, and/or protest bond as set forth in Appendix B, shall constitute a waiver of the party’s or Respondent’s right to challenge the specifications or addenda of this ITN, Notice of Contract Award(s), withdrawal of the ITN, or rejection of all proposals.

If a protest may result in an interruption of service(s) to Enrollees, FHKC reserves the right, in its sole discretion, to extend an existing contract(s) until a new contract(s) can be executed.

##### Submission Requirements

1. Overview

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

Respondents seeking a Contract for both CEC Services and CRM System Services must provide two separate proposals: one for CEC Services and one for CRM System Services. Each proposal must be provided in its entirety. Respondents submitting two proposals should clearly identify any sections or responses that are duplicated verbatim from the other proposal.

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

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 copy each question in its entirety in the proposal. Copied questions are counted toward the page limit, if any.

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

1. Submittal of Proposals

Each Respondent is responsible for submitting **all** copies of its proposal to FHKC by the time and date reflected on the Calendar of Events and Deadlines in subsection 1.F and in the manner specified herein. Proposals, electronic or hard copy, received after this date and time shall not be considered.

For each category for which Respondent is submitting a proposal, Respondent must provide six hard-copy proposal submissions in a sealed box addressed as follows:

Attention: Issuing Office

Florida Healthy Kids Corporation

1203 Governors Square Boulevard, Ste. 400

Tallahassee, FL 32301

Each hard-copy 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.

Respondent must also upload electronic copies of the proposal to the folder labeled “[Respondent Name] ITN Proposal” on the Secure Partner Connect site. To enable such electronic proposal submissions, FHKC will establish access to the Secure Partner Connect site and send an invitation to the person or persons Respondent specifies in its Letter of Intent. At that time, Respondent will be asked to post a blank document with a file name of “Test” to ensure site access is functional.

Electronic copies must be in Word or searchable PDF, unless otherwise specified in the instructions. The electronic copies to be uploaded are as follows:

* One electronic copy of the non-redacted proposal.
  + All file names must include the ITN number, the Respondent’s name, and the document title; for example, ITN 2019-200-01 Company A Proposal.
  + The proposal, excluding attachments, shall be one document and include a table of contents with active links to each “tabbed” section; proposal attachments, such as Attachment 2 Cost Proposal, shall be provided as separate files.
* If applicable and as described in subsection 3.G, one electronic *redacted* copy of the entire proposal (including all attachments) following the instructions in the bullets above. The file name must include the ITN number, the Respondent’s name, the document title, and “REDACTED COPY”; for example, ITN 2019-200-01 Company A Proposal REDACTED COPY.

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

As a courtesy and not as an indication of Responsiveness, the issuing office will email a confirmation of receipt of the electronic proposal.

1. Mandatory Responsiveness Requirements

Proposals or any portions thereof that do not offer required Services, fail to meet the minimum qualifications, do not meet FHKC’s goals, or otherwise fail to meet the submission requirements of this ITN may be considered non-Responsive and disqualified at FHKC’s sole discretion.

Each Respondent must submit its proposal by the date specified in subsection 1.F as follows:

1. (i) One original and five hard copies; (ii) one electronic, non-redacted copy; and (iii) one electronic, redacted copy (if applicable), all in the following format:
   * Tab A – Attachment 3: Proposal Cover Sheet, list of Public Records Request exemptions or statement of no exemptions, table of contents, executive summary, and copy of the letter of intent
   * Tab B – each minimum qualification copied and pasted without modification and with a response of “yes” or “N/A”
   * Tab C-1: Corporate Profile
   * Tab C-2: Financial Solvency – audited financial statements for the two most recent fiscal years (or two preceding if most recent not available)
   * Tab C-3: Staffing – organizational chart and duties
   * Tab C-4: Attachment 4: Conflict of Interest Disclosure Form—form completed
   * Tab C-5: References – form completed for five references, each within the last two years
   * Tab C-6: Subcontractors – form completed for each Subcontractor
   * Tab C-7: Attachment 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—form completed
   * Tab D: Technical Response:
     + Items 1 through 16 for a CEC Services proposal
     + Items 1 through 8 and 17 through 24 for a CRM System Services proposal

The original proposal and all hard copies must be provided in three-ring binders.

1. (i) One electronic, non-redacted copy and (ii) one electronic, redacted copy (if applicable), of Attachment 2: Cost Proposal.

Additionally, Respondent may submit (i) one electronic, non-redacted copy and (ii) one electronic, redacted copy (if applicable), of questions, comments, and proposed revisions to Attachment 1: Draft Contract (in track changes).

All copies, hard and electronic, must include the ITN number, Respondent's official and legal name, address, and contact information.

1. Responding to This ITN

Respondent must prepare its proposal in the following format and order, in accordance with the instructions provided in each section. Each CEC Services proposal and CRM System Services proposal must be tabbed and include the information required as follows:

**Tab A: Introduction**

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

1. Attachment 3: Proposal Cover Sheet completed in its entirety (two pages)
2. Public Record Request Exemption List identifying the content that Respondent claims is exempt from disclosure, tab and page number, the grounds for exemption, and statutory citation (see subsection 3.G). If Respondent is not asserting any exemptions, a statement of understanding that all materials may be subject to public inspection at the conclusion of the procurement (see section 3.G).
3. Table of contents for the entire proposal
4. Executive Summary – Respondent must condense and summarize the contents of the proposal to the ITN, including a general description of how Respondent intends to offer the Services sought by this ITN
5. A copy of Respondent’s Letter of Intent

**Tab B: Minimum Qualifications**

Respondent must meet the minimum qualifications applicable to Respondent’s proposal identified below.

* For a CEC Services proposal, Respondent must reproduce verbatim both the statements and boxes for items 1 through 12 into its proposal
* For a CRM System Services proposal, Respondent must reproduce verbatim both the statements and boxes for items 1 through 8 and 13 through 15 into its proposal.
* Respondent must select either “Yes” or “No”for all applicable category items.

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

**Minimum Qualifications for all Respondents**

1. Respondent agrees to all terms as proposed under this ITN for the Services for which Respondent is providing a proposal.

Yes  No

1. Respondent confirms it will be able to provide all required Services pertaining to its proposal beginning October 1, 2021 in the manner specified in this ITN with no degradation of functionality or Services.

Yes  No

1. Respondent confirms that by providing its cost proposal(s) in Attachment 2, Respondent is offering firm, fixed fees for the Services required by this ITN.

Yes  No

1. Respondent confirms its proposal is **not** contingent upon being the only Contract awarded (i.e., for both CEC Services and CRM System Services) as a result of this competitive solicitation.

Yes  No

1. Respondent confirms its proposal does **not** include any minimum or maximum number of Applicants or Enrollees.

Yes  No

1. Respondent confirms it is registered with the Florida Department of State, Division of Corporations, or will be within seven Calendar Days of Contract award to transact business in the State of Florida. If Respondent is currently registered, Respondent must submit proof of such registration in this Tab, labeled “[Company Name] Minimum Qualification B.5.”

Yes  No

1. Respondent confirms it has not filed for bankruptcy or receivership within the last five years.

☐ Yes ☐ No

1. Respondent confirms that, if awarded this Contract, neither it nor any of its Subcontractors or agents will perform Services or Access, store, or transfer Data outside of the United States.

Yes  No

**Minimum Qualifications for Respondents Proposing CEC Services**

1. Respondent confirms it has at least three years’ experience providing services similar to the CEC Services described in Attachment 1: Draft Contract.

Yes  No

1. Respondent confirms, for the last 24 months, it has collected an average of at least 25,000 documents per month that required scanning, uploading, and attaching to accounts. Such documents also required Respondent to validate information, identify discrepancies or missing information, and determine eligibility or some other conclusive action. Collection of documents may have been electronic (e.g., online or via email) or paper (e.g., by mail or fax).

Yes  No

1. Respondent confirms it is responsible for a customer contact center with at least 500,000 contacts (e.g., incoming calls, incoming emails, outgoing electronic letters or messages, or individual webchats) at one physical location for each of the past two years.

Yes  No

1. Respondent confirms it is responsible for the production and mailing of at least 500,000 printed letters, each containing individualized health, financial, or other confidential information, from one physical location for each of the past two years.

Yes  No

**Minimum Qualifications for Respondents Proposing CRM System Services**

1. Respondent confirms it has at least five years’ experience providing services similar to the CRM System Services described in Attachment 1: Draft Contract.

Yes  No

1. Respondent confirms it serves at least 100,000 unique customers across its book of business, with at least 50,000 unique customers from one large client in either of the last two years.

Yes  No

1. Respondent confirms its CRM System can support a Customer Portal that allows customers to submit applications, upload and retrieve documents, view and update account information, and seek assistance for customer service issues.

Yes  No

**Tab C: Profile of Respondent**

**Tab C-1: Corporate Profile**

Respondent must provide a response to each of the following requests for information for its proposal(s). Respondents submitting two proposals should clearly identify any responses that are duplicated verbatim from the other proposal.

Respondent must reproduce verbatim each item into its proposal and then respond to the item using at least 11 pt., blue or black Calibri or Times New Roman font.

Respondent must limit the total number of pages to respond to items 1 through 6 to twelve, two-sided pages (equal to 24 single-sided pages). Items 7 and 8 do not count toward the page limit.

1. Describe Respondent’s corporate profile and experience, including any experience Respondent has providing applicant and enrollee services for Medicaid, CHIP, or similar programs, or other relevant experience.
2. List other clients for whom Respondent has performed similar activities within the last five years.
3. Detail whether Respondent has, within the last 12 months, been in exploration, talks, or the process of being acquired by or merged with any other entity.
4. Within the last three years, describe whether Respondent has received notice of termination for cause or has had a contract terminated by the other party for which it performed services similar to those required in Attachment 1: Draft Contract. Describe any such event, including when, where, parties involved, what occurred, and the ultimate outcome.
5. Provide information regarding the location(s) where Services will be provided if Respondent is awarded a Contract.
6. Describe any services provided through telework as described in section 6.9 of Attachment 1: Draft Contract. State under what conditions individuals are permitted to telework (e.g., disasters, outstanding performance, medical leave) and describe how compliance with security policies is assured.
7. List all data security incidents related to unauthorized access of client or customer data or unauthorized physical access to the call center or data center experienced within the last three years. The list must include the number of incidents that occurred and how many individuals were impacted, a summary of the unauthorized access, and an explanation of how Respondent handled such incidents.
8. Provide the most recent security risk assessment conducted by an independent third party. Acceptable security risk assessments must include the dates of the assessment; the standards assessed, such as those from the National Institute of Standards and Technology; findings; and any corrective actions taken or scheduled.

Items 7 and 8 do not count toward the page limit.

**Tab C-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 Calendar 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.

The audited financial statements must comprise the complete set of financial statements, including notes, disclosures, and Form 10-k (if applicable) for the parent and subsidiary companies; include the auditor’s opinion letter; and be certified by a Certified Public Accountant that the financial statements meet the requirements of the U.S. Generally Accepted Accounting Principles.

Respondents submitting a CEC Services proposal and a CRM System Services proposal need not provide a duplicate copy of the audited financial statements. Respondents may provide the audited financial statements in the CEC Services proposal only (hard copy and electronic). A duplicate copy of the audited financial statements is not required in the CRM System Services proposal.

**Tab C-3: Staffing**

Respondent must provide its corporate organizational chart and identify and provide resumés for key staff members as described in Attachment 1: Draft Contract who would have responsibilities if awarded this Contract. If certain positions are not filled when Respondent submits its proposal, Respondent should provide a position description and the date the position is expected to be filled.

For the account manager, Respondent must also:

* Describe other duties, if any, this person has or would have at the time the Contract is executed;
* 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; and
* Describe the role and support by the account manager for the implementation process.

Respondent must also identify and provide a resumé for the implementation manager, who will be the individual with primary responsibility for implementing the Contract.

**Tab C-4: Conflict of Interests**

Respondent must review Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations and disclose any relationship with any member of FHKC’s Board of Directors, any member of FHKC’s committees, FHKC employee, or organization providing support to FHKC for this procurement. Respondent must complete Attachment 4: Conflict of Interest Disclosure Form in its entirety. If no such relationships exist, Respondent must so indicate on Attachment 4.

**Tab C-5: References**

Respondent must provide at least five client references from within the past two years with which Respondent has contracted to provide services similar to those proposed by Respondent for this solicitation. If a single reference includes both CEC Services and CRM System Services, Respondent may use that reference for each proposal.

Respondent may not use FHKC as a reference.

FHKC may contact each reference. Respondent should **not** send the reference form to its references. Respondent must complete the table below for five references in its response to this Tab:

**Reference Form**

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

**Tab C-6: Subcontractors**

Respondent must complete the table below for each subcontractor that Respondent proposes to perform any portion of the Services under the Contract. Respondent must complete the table as many times as needed to report each subcontractor for this Tab.

**Subcontractor Form**

|  |  |  |
| --- | --- | --- |
| **Category:** | | |
| **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 | |  |
| Describe the process to be implemented during the Contract Term to ensure that background checks (as described in the Contract) will be completed for the Subcontractor’s employees | |  |
| Describe the procedures Respondent has in place to ensure Subcontractor’s compliance with HIPAA and HITECH[[5]](#footnote-6) requirements | |  |

**Tab C-7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

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

**Tab D: Technical Response**

Respondent must provide a response to each of the following requests for information.

* For a CEC Services proposal, Respondent must:
  1. Reproduce verbatim and respond to items 1-16 in its proposal;
  2. Limit the total number of pages to respond to **all** items (except item 8) to **no more than** 30 two-sided pages (equal to 60 single-sided pages)
* For a CRM System Services proposal, Respondent must:
  1. Reproduce verbatim and respond to items 1-8 and 17-24 in its proposal;
  2. Limit the total number of pages to **no more than** 30 two-sided pages (equal to 60 single-sided pages).

Respondents submitting two proposals should clearly identify any responses to items 1-8 that are duplicated verbatim from the other proposal.

For all proposals:

* Respondent must use blue or black, 11 pt. Calibri or Times New Roman font, including in tables, charts, graphs, etc.;
* Respondent should avoid using boilerplate responses and excess marketing information;
* Respondent should read all items before preparing responses to the topics below;
* Fewer than 60 two-sided pages per proposal is acceptable;
* Item 8 does not count toward the page limit; and
* Each letter of each numbered item in this subsection will be scored as described in section 6 of this ITN.

**General Information for all Respondents**

1. **Business Model.** Describe the following characteristics of Respondent’s business model:
   1. The value enhancements Respondent offers, including enhanced benefits, services, and/or programs provided at no additional costs beyond what is in the cost proposal;
   2. As allowed under current law, innovative approaches FHKC could consider to manage Florida KidCare Application, eligibility, and Enrollee support, including cost and return on investment based on actual experience in Respondent’s book of business;
   3. Attributes that set Respondent apart from its competitors; and
   4. Expectations for the future direction and innovations of the Respondent’s organization.
2. **Experience.** Describe Respondent's experience related to the following:
   1. Type of health support programs managed, including any programs focusing on children’s health or, if none, the types of client accounts supported that would be related to the Services required by this solicitation;
   2. Number and types of users supported, including varying levels of access (e.g., read only, edit) based on security codes or other security parameters; and
   3. Ability to comply with the applicable federal and state civil rights laws prohibiting discrimination based on a person’s race, color, national origin, sex, age, religious, disability, or other status protected under federal and state laws. For example, achieving compliance with the civil rights laws involves providing language assistance services and providing individuals with disabilities meaningful access to FHKC’s services, programs, or activities. This compliance also includes making programs, services, or activities offered through electronic and information technology accessible to Users.
3. **Security Monitoring.** Describe Respondent’s current policies, processes, and procedures for ongoing security monitoring regarding the following:
   1. Physical monitoring of all electronic Systems and personnel;
   2. Processes and fail safes to mitigate breaches;
   3. Protocols that inhibit Data Access from any offshore location, except by authorized Users who are based in the United States but are temporarily located offshore; and
   4. Security safeguards and monitoring protocols for employees, tracking processes, communication Systems, and electronic Systems that Access or store Data.
4. **Security Compliance.** Describe Respondent’s current protocols that ensure Data remains secure, including:
   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. Compliance with information security risk assessments, such as those recommended by the National Institute of Standards and Technology, conducted by independent third parties.
5. **Reporting.** Describe Respondent’s reporting capabilities to drive business outcomes, including:
   1. Approach for Data collection and analysis reporting;
   2. Approach to meet requirements for standardized summary reports and ad hoc reports, as requested by FHKC;
   3. Proposed reports beyond what is required in Attachment 1: Draft Contract;
   4. Hardware, software, and/or technology Respondent proposes to use for business intelligence activities to regularly interpret the Data into meaningful views, dashboards, or reports in order to recommend activities that should be undertaken by FHKC and/or Respondent; and
   5. FHKC’s access and ability to produce reports and dashboards utilizing the proposed hardware, software, and/or technology.
6. **Quality Assurance.** Describe Respondent’s quality assurance policies and procedures to ensure quality of services, including:
   1. How Respondent ensures contract performance standards are met;
   2. How Respondent will maintain quality assurance policies and procedures for those activities not specifically included in contract performance standards;
   3. How Respondent identifies opportunities for improvement, measures interventions, and determines next steps; and
   4. Any quality improvement initiatives undertaken in the last 12 months, results, and next steps.
7. **Recovery and Continuity.** Describe Respondent’s approach to disaster recovery and its business continuity and contingency plans, including:
   1. Summary of business continuity plan;
   2. How often the 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.
8. **Implementation Plan.** Provide a detailed implementation plan as described in section 3.1 of Attachment 1: Draft Contract that clearly demonstrates Respondent's ability to meet FHKC’s requirements for the successful implementation of the Contract by the Effective Date of Services:
   1. Include a list of specific implementation tasks and transition protocols and a timetable to initiate and complete such tasks, beginning with the anticipated Contract award and continuing through the Effective Date of Services. The implementation plan should be specific about requirements for information and Data transfer, as well as any services or assistance required from FHKC during implementation. The implementation plan should also identify the type and length of any support tasks that would continue past the Effective Date of Services.

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

**Information for Respondents Proposing CEC Services**

1. **Application Processing and Eligibility Determination.** Describe how Respondent would manage eligibility determinations as described in Attachment 1: Draft Contract, including:
   1. Florida KidCare Application process;
   2. Eligibility determination process;
   3. Renewal process;
   4. Redetermination process;
   5. Timely enrollment in insurance plans; and
   6. Notification and communication management.
2. **CEC.** Describe Respondent's CEC policies and procedures, including:
   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 CSRs;
   3. Number of dedicated CSRs assigned to FHKC’s account and how CSR to caller allocation is determined;
   4. Adjusting for spikes in both call and document volume. Specifically, Respondent must address how it handles the following:

* Anticipated fluctuations in call or document volumes, such as Monday mornings, the first day of the month, or on days immediately following holidays;
* Sustained increase in call or document volume over three or more days; and
* Unanticipated spikes in call volume triggered by internally or externally triggered events that may or may not be within the Respondent’s control.
  1. When rollover calls occur and how they are handled; and
  2. Call recording System and FHKC’s ability to access calls or the timeframe and manner to furnish call recordings to FHKC when requested.

1. **CEC Monitoring.** Describe how Respondent’s CEC quality is monitored and how CEC management addresses any issues or concerns regarding the following:
   1. CSR quality assurance monitoring, evaluation criteria, and corrective action;
   2. Respondent’s approach to ensuring first call resolution;
   3. Customer satisfaction survey methodology and recent survey with results from a group similar in size and composition to the Program;
   4. Any quality improvement activities initiated as a result of customer satisfaction surveys and complaints;
   5. Reporting (System generated and manual) that tracks and measures CEC statistics;
   6. How calls are categorized and documented and how trends are monitored; and
   7. Year-to-date call targets and actual statistics (e.g., abandonment rate, speed to answer, first call resolution, call quality accuracy).
2. **CEC Services.** Describe how Respondent manages services provided by the CEC center, including:
   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. Intake, scanning, and attaching documents to accounts, including include e-mail correspondence and electronic correspondence such as web chats, social media, and text messaging; and
   5. Printing, mailing, and electronic correspondence services to families, with integration of correspondence between customer accounts and Program Systems, email campaigns, and outbound telephone services.
3. **Call Management.** Describe how Respondent manages calls received, including:
4. The IVR System, including types of information accessible to callers, options available to callers, on hold messaging functionality, types of Data captured, reporting of Data, integration with the software and hardware platforms, and FHKC’s ability to customize options, messages, and make future changes;
5. Call scripts for standardized call greetings, hold procedures, and call closing protocols used to support the CEC and ensure a positive customer experience and compliance with privacy laws;
6. Decision trees to guide CSRs in effectively conveying FHKC information and appropriately assisting callers to resolve Inquiries;
7. Call transfer capabilities to other toll-free numbers and warm transfer of callers to the appropriate resources; and
8. Integration of Enrollee communication channels (e.g., IVR, email box) to ensure consistency in customer support.
9. **Systems and Technology.** Describe Respondent’s software, hardware, and technology that will provide and support the Services required in Attachment 1: Draft Contract, including:
10. Software, hardware, and technology Respondent proposes to maintain and support service center Systems (e.g., automated phone Systems, predictive dialers, campaign management Systems, quality management Systems, internet protocols, and call management);
11. Process to maintain service center System redundancy that would ensure Systems can be kept running when a planned or unexpected outage occurs (e.g., redundant telephone circuits, redundant internet circuits, trunk failover, active failover testing, geographic separation);
12. Enhanced value of the software, hardware, and technology proposed to support the System, including reasons for proposing them;
13. Maintenance of a single tenant server model where FHKC Data is maintained and secured separately from any other client’s Data, including what will and will not be virtualized;
14. Physical location of FHKC Production Data related to CEC Services, including documents, correspondence, call notes, and call recordings;
15. Process for identifying, capturing, managing, and correcting service center system defects; and
16. Process for administering mass data changes, including developing templates, programs, and schedules.
17. **Fiscal Reconciliation.** Describe Respondent’s strategies, including double entry accounting practices, for fiscal reconciliation regarding:
18. Posting payments to accounts;
19. Generating refunds;
20. Reconciling payment Data and payment reports;
21. Monitoring and reporting aging payments;
22. Managing stale accounts over 60 months old (unclaimed property); and
23. Performing cash to accrual-based reconciliations.
24. **Staffing.** Describe Respondent’s strategies for a high-level staffing plan for Services to be performed under this Contract for both the CEC and eligibility determination processing functions, including:
25. Configuration of the CEC(s), including an organizational chart that defines the number of staff dedicated to FHKC support and details staffing numbers, hours, roles, and hierarchies;
26. Qualifications and experience of the service staff Respondent believes to be best qualified for this type of CEC, including draft job descriptions and other appropriate materials;
27. Workforce management tool(s) used to assist with operational efficiency of CEC staffing and scheduling;
28. Approach to training staff, proposed training activities, and training environment to ensure all staff have sufficient training and demonstrate the ability to complete their tasks at the required service levels;
29. Staff ratio for all functional areas of the CEC described above and how this ratio would be defined and modified based on changes during the course of the Contract; and
30. Plan to mitigate the risk of staff turnover (and potential effect on quality of service and continuity of operations) during the Contract Term. Respondent should provide specific examples from past or current experience to describe how it has managed similar challenges.

**Information for Respondents proposing CRM System Services**

1. **Systems and Technology.** Describe Respondent’s software, hardware, and technology that will provide and support the Services required in Attachment 1: Draft Contract and indicate whether such software, hardware, and technology are currently in place or need to be developed:
2. Software, hardware, and technology Respondent proposes to maintain and support the CRM System;
3. Enhanced value of the software, hardware, and technology proposed to support the CRM System, including reasons for proposing them;
4. Maintenance of a single tenant server model where FHKC Data is maintained and secured separately from any other client’s Data, including what will and will not be virtualized;
5. Physical location of FHKC Production Data, including back-ups and copies for sandbox, development, and quality assurance environments for internal development and testing;
6. System security at multiple levels, including application, service request, and Data field;
7. Integration and interface services with FHKC partner agencies and Insurer Systems;
8. Identifying, capturing, and managing needed System changes and enhancements, and correcting System defects; and
9. Administering mass Data changes, including developing templates, programs, and schedules.
10. **Customer Relationship Management.** Describe the Respondent’s ability to support these processes:
11. Types of Data captured, case note documentation and features, correspondence activities, reporting of Data, and integration with the software and hardware platform;
12. Maintaining documentation at the application and end-user levels;
13. Maintaining Customer accounts, including case management;
14. Supporting eligibility and enrollment processing;
15. Supporting Enrollee fiscal transaction activity using double entry accounting practices;
16. Facilitating interactions between FHKC, agencies, and Customers;
17. Storing and managing content, including policies, procedures, and correspondence templates, such as approval and denial letters;
18. Leveraging automated workflows to address questions and close inquiries; and
19. Tracking performance and productivity.
20. **FHKC Website.** Describe Respondent’s ability to design, deploy, and maintain a public-facing website, including:
21. Website development and hosting experience, from design through maintenance phases;
22. High-level anticipated timeline and required steps (for both Respondent and FHKC) to completely redesign and deploy the current FHKC website at [healthykids.org](https://www.healthykids.org/);
23. Website features and integrated applications developed and/or maintained by Respondent;
24. Experience in developing mobile responsive websites that are also mobile friendly; and
25. How FHKC would be able to update content, post documents, add banners, and make other content-related changes.
26. **Customer Portal.** Describe Respondent's ability to establish and maintain a secure Customer Portal accessed through FHKC’s public-facing website or a mobile application, including:
27. Applicants’ ability to start, save, resume, and complete a Florida KidCare Application;
28. Customers’ ability to view and change account information; Access third-party vendor sites, such as payment processing and Insurers’ websites, through single sign-on; upload documents; and Access correspondence and other features;
29. Any functional changes that would be required in a mobile-friendly version of the Customer Portal;
30. Functions, devices, and versions supported by the mobile application, along with any limitations compared to the website; and
31. FHKC’s ability to make or request content or functional changes to the Customer Portal on the website and the mobile application and the steps needed to do so.
32. **Staffing.** Describe Respondent’s strategies for a high-level staffing plan for activities to be performed under this Contract for the following:
33. Qualifications and experience of the service staff Respondent believes to be best qualified;
34. Approach to training staff, proposed training activities, and training environment to ensure all staff have sufficient training and demonstrate the ability to complete their tasks at the required service levels; and
35. Approach to staffing, detailing the number of staff dedicated to FHKC support and how this approach would meet CRM System change management requirements.
36. **Omni-Channel.** Describe Respondent’s ability to support automated and ad-hoc Customer engagement across communication platforms including:
37. Ability to generate historical logs across communication platforms that provide a holistic view of each Customer’s experience;
38. Ability to support phone-based interactions through call scripts;
39. Ability to communicate via social media;
40. Ability to communicate via webchat with an emphasis on utilizing artificial intelligence versus a live agent;
41. Ability to communicate via email;
42. Ability to communicate via text; and
43. Ability to communicate via mobile application.
44. **Knowledge Management.** Describe Respondent’s ability to support a common knowledge base, including:
45. Approach to develop a common knowledge base;
46. Ability to facilitate community support forums; and
47. Utilization of machine learning to generate just-in-time delivery of appropriate knowledge to front-line CSRs.
48. **Outreach.** Describe Respondent’s ability to support outreach initiatives, including:
49. Approach to identifying the Customer population and determining best method of delivery based upon audience and campaign requirements;
50. Creation of campaign materials, including FHKC’s ability to create outreach campaigns;
51. Monitoring Customer response and making any needed adjustments to the campaign to improve response rates/call to action compliance; and
52. How FHKC would be able to monitor Customer response and adjust the campaign if needed.

**Proposed Revisions to Draft Contract**

Respondent may propose revisions and/or submit comments or questions regarding Attachment 1: Draft Contract as an electronic file. Respondent must use Microsoft Word track changes and the comment feature, as applicable. PDFs and other formats will not be accepted. Proposed revisions, questions, or comments 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.

Remainder of this page intentionally left blank

##### Cost Proposal

Respondent must use and follow the instructions in Attachment 2: Cost Proposal to provide a firm, fixed price for the Services required for each category (i.e., CEC Services and/or CRM System Services) applicable to Respondent’s proposal. **The cost proposal for each category must be derived independently of each other. Respondents that submit a proposal for each category must not discount the costs of CEC Services or CRM System Services based on the assumption of being awarded both categories.**

Respondent should consider background information provided in section 1 of this ITN and the Services required in Attachment 1: Draft Contract when preparing this cost proposal.

The person identified in the Letter of Intent as having access to the Secure Partner Connect site must upload Respondent’s response(s) to Attachment 2: Cost Proposal, in Excel format, by the time and date reflected on the Calendar of Events and Deadlines in subsection 1.F. Attachment 2: Cost Proposal should not be printed and included with the hard-copy proposal.

Respondent’s response to the cost proposal for Tab A CEC Proposal, Tab A Line Items, and/or Tab B CRM Proposal and Tab B Line Items will be scored as described in section 6 of this ITN.

**Failure to provide all the information required for this cost proposal may result in rejection of Respondent’s proposal for the respective category (i.e., CEC Services or CRM System Services) at FHKC’s sole discretion.**

The innovative cost proposal (Tabs C and D) are optional and will not be scored.

Remainder of this page intentionally left blank

##### Evaluation of Proposals

The first phase of this procurement process is the evaluation of Responsive proposals, which will be conducted as described in this section. All scores will be rounded to the nearest tenth (e.g., 0.04 and below will be rounded down, and 0.05 and above will be rounded up). The technical score and the cost proposal score will be weighted fifty percent (50%) each.

The technical response will be evaluated as set forth in subsection A below, and the cost proposal will be evaluated independently, as set forth in subsection B below. If Respondent is not providing a proposal for a category (i.e., CEC Services or CRM System Services), those items will not be scored and will not count against the Respondent.

1. Scoring Respondent’s Technical Response

FHKC staff will serve as evaluators of the technical response. As set forth in this subsection, each evaluator will separately score each Respondent’s response to each lettered subpart in section 4, Tab D, as applicable to Respondent’s proposal. Evaluators will score responses using the following scale:

**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.

Numbered items in the table below correspond to the numbered items in section 4, Tab D. Each letter of each numbered item in section 4, Tab D will be scored using the scale above and then summed.

**Technical Score Categories:**

|  |  |
| --- | --- |
| **CEC Services** | **CRM System Services** |
| 1. Business Model | 1. Business Model |
| 1. Experience | 1. Experience |
| 1. Security Monitoring | 1. Security Monitoring |
| 1. Security Compliance | 1. Security Compliance |
| 1. Reporting | 1. Reporting |
| 1. Quality Assurance | 1. Quality Assurance |
| 1. Recovery and Continuity | 1. Recovery and Continuity |
| 1. Implementation Plan | 1. Implementation Plan |
| 1. Application Processing and Eligibility Determination | *9-16 do not apply*  *to this category* |
| 1. CEC |
| 1. CEC Monitoring |
| 1. CEC Services |
| 1. Voice Connectivity |
| 1. Systems and Technology |
| 1. Fiscal Reconciliation |
| 1. Staffing |
| *17-24 do not apply*  *to this category* | 1. Systems and Technology |
| 1. Customer Relationship Management |
| 1. FHKC Website |
| 1. Secure Portals |
| 1. Staffing |
| 1. Omni-Channel |
| 1. Knowledge Management |
| 1. Outreach |

Respondents that provide a response for CEC Services or CRM System Services will have one technical score. Respondents that provide a response for both CEC Services and CRM System Services will have one technical score for each proposal.

Each Respondent will receive a proportionate number of points in comparison to the highest-earned score for a category, which will be calculated as follows: (Respondent’s total/highest-earned score) x (50%) = weighted technical score.

For example, 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, yielding the weighted technical scores for the Respondents. The table below shows how the weighted technical scores are calculated for this example.

|  |  |  |  |
| --- | --- | --- | --- |
| Example | Respondent A | Respondent B | Respondent C |
| Calculation | (250/250)\*50 | (205/250)\*50 | (240/250)\*50 |
| **Weighted Technical Score** | **50.0** | **41.0** | **48.0** |

1. Scoring the Cost Proposal
   1. **CEC Services**

Each Respondent’s CEC Services cost proposal will be scored by summing items 1, 2, and 3 on Tab A-CEC Proposal into an aggregate fee. Each Respondent’s total will receive a proportionate number of points in comparison to the lowest aggregate fee, which will be calculated as follows: (lowest Respondent’s aggregate fee/Respondent’s aggregate fee) x (50%) = weighted cost score.

For example, Respondent A submits an aggregate fee for CEC Services of $97, Respondent B submits an aggregate fee of $90, and Respondent C submits an aggregate fee of $95. The lowest Respondent’s aggregate fee is divided by the aggregate fee proposed by each Respondent and then multiplied by 50, yielding the weighted cost scores for the Respondents. The table below shows how the weighted cost scores are calculated for this example.

|  |  |  |  |
| --- | --- | --- | --- |
| Example | Respondent A | Respondent B | Respondent C |
| Calculation | (90/97)\*50 | (90/90)\*50 | (90/95)\*50 |
| **Weighted Cost Score** | **46.4** | **50.0** | **47.4** |

* 1. **CRM System Services**

Each Respondent’s CRM System Services cost proposal will be scored by summing items 1, 2, 3, and 4 on Tab B-CRM Proposal into the five-year total. Each Respondent’s five-year total will receive a proportionate number of points in comparison to the lowest five-year total, which will be calculated as follows: (lowest Respondent’s five-year total/Respondent’s five-year total) x (50%) = weighted cost score.

For example, Respondent A submits a five-year total for CRM System Services of $5M, Respondent B submits a five-year total of $4M, and Respondent C submits a five-year total of $6M. The lowest Respondent’s five-year total is divided by the five-year total for each Respondent and then multiplied by 50, yielding the weighted cost scores for the Respondents. The table below shows how the weighted cost scores are calculated for this example.

|  |  |  |  |
| --- | --- | --- | --- |
| Example | Respondent A | Respondent B | Respondent C |
| Calculation | (4M/5M)\*50 | (4M/4M)\*50 | (4M/6M)\*50 |
| **Weighted Cost Score** | **40.0** | **50.0** | **33.3** |

1. Calculation Methodology for Overall Scores

To determine the overall score for a proposal, a Respondent’s CEC Services weighted technical score is added to the CEC Services weighted cost score, and a Respondent’s CRM System Services weighted technical score is added to the CRM System Services weighted cost score. By way of example and using the example CEC Services scores above, the overall score for CEC Services would be calculated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| CEC Services Example | Respondent A | Respondent B | Respondent C |
| Weighted Technical Score | 50.0 | 41.0 | 48.0 |
| Weighted Cost Score | 46.4 | 50.0 | 47.4 |
| **Overall Score** | **96.4** | **91.0** | **95.4** |

1. Determination of Respondents that Advance to Negotiations

Using the results from the phase one scoring methodology specified in section 6, FHKC will separately evaluate Responsive proposals for CEC Services and Responsive proposals for CRM System Services to determine those that fall within the competitive range of Respondents reasonably susceptible of award in each respective category. FHKC will select for negotiations one or more Responsible Respondents for CEC Services and one or more Responsible Respondents for CRM System Services within the respective competitive range.

##### Negotiations and Award

1. Competitive Negotiation Process

The negotiation phase is a dynamic, competitive process through which the negotiation team can assess, weigh, and test the strengths and weaknesses of Respondents and their proposals, and make an award recommendation(s) based on the selection criteria detailed in this section.

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

The goal of the negotiation phase is to enable the negotiation team to determine which Respondent(s) offers Best Value to FHKC and to finalize the terms and conditions of the Contract.

The negotiation team will make a recommendation of award(s) that provides the Best Value to FHKC based on the following selection criteria:

* Respondent’s articulation of its approach;
* Respondent’s ability to meet FHKC’s needs and the goals, purposes, and requirements of this ITN;
* Respondent’s response to ITN sections 4 and 5;
* Respondent’s overall pricing;
* Respondent’s references, track record, and the overall professional experience providing similar proposed services; and
* Respondent’s ability to provide the Services and value-enhancements.

Further, the negotiation team may consider any other factors during the negotiation phase including:

1. Respondent’s compliance status with requirements of regulatory agencies;
2. Respondent’s compliance and performance status with FHKC if a current or previous vendor;
3. Existing or previous litigation or regulatory action by or against the State of Florida, an agency of the State of Florida, the United States Government, an agency of the United States Government, or FHKC;
4. 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; and
5. Respondent’s current and recent (defined as the most recent two-year period) financial status.

The negotiation team will not be bound by evaluation scoring and may consider any additional information that comes to its attention during the negotiation phase. The negotiation team will not engage in any scoring or the rescoring of evaluation criteria.

The negotiation team will be supported throughout the negotiation phase by subject matter experts (SMEs), including FHKC staff, KPMG, and any other individuals or organizations with specialized knowledge related to the Services or this ITN. SMEs may attend FHKC strategy sessions, attend negotiation sessions with Respondents, question Respondents, and provide information, input, opinions, and insight to negotiators. Negotiators may meet individually with SMEs and any procurement advisors, and the negotiation team may meet with SMEs, FHKC committee members, and any procurement advisors regarding any aspect of the negotiation phase. At FHKC’s discretion, negotiators may be a part of the issuing office and/or have permissions to access and use the issuing office email account.

The negotiation team reserves the right to require physical attendance at negotiation sessions by representatives of Respondent. At a minimum, the following representatives are to be in attendance, unless otherwise requested by the negotiation team: Respondent’s account manager, executive officer, the implementation manager, 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. The negotiation team will, at its discretion, provide remote call-in information for additional attendees.

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 the negotiation team during the negotiation process may result in termination of negotiations with Respondent.

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

**Respondent must comply with subsection 3.G of this ITN for any information considered to be trade secret, confidential, or otherwise exempt from Chapter 119, Florida Statutes; otherwise, all materials will become publicly available in accordance with Chapter 119, and FHKC may release the information in response to a Public Records Request.**

The negotiation team will determine the Respondent(s) that provides Best Value.

1. Negotiation Team’s Rights during Negotiations

The negotiation team reserves the right at any time during the negotiation process to:

1. Schedule negotiating sessions with any or all Respondents.
2. Require any or all Respondents to provide additional, revised, or final written proposals or address specified topics or alternative cost 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. Require any or all Respondents to provide any additional information or Data.
6. Pursue a Contract with one or more Respondents for the Services encompassed by this ITN and any additional, revised, or final written proposals or best and final offers.
7. Finalize principal Contract terms with Respondent(s) and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Re-open negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the Contract award, including additional fact-finding, assessments, or negotiation.
11. Review and rely on relevant information contained in the proposals or other information known to or gathered by negotiators or FHKC, regardless of source.
12. Discuss negotiations and receive input from FHKC committees or committee members.
13. Make a preliminary proposed award(s) prior to making a final recommendation.

The negotiation team 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, the negotiation team will make a recommendation as to the award(s) that will provide the Best Value. In so doing, the negotiation team will not engage in scoring, but will arrive at its recommendation by majority vote.

The negotiation team will make an award recommendation(s) to the FHKC Board of Directors (“Board”) or Executive Committee for approval. If the Board or Executive Committee approves the negotiation team’s award recommendation(s), FHKC will Post a Notice of Contract Award at FHKC’s website. If the Board or Executive Committee does not approve the negotiation team’s award recommendation(s), FHKC may take any other actions that are in the best interests of FHKC, including making additional recommendations of award, re-opening negotiations, or rejecting all proposals or all proposals for a category of Services.

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##### Attachments

The following are the attachments to this ITN:

* Attachment 1: Draft Contract – provided as a separate document at [healthykids.org/itn](https://www.healthykids.org/news/calendar/ITN_2018-01.php)
* Attachment 2: Cost Proposal – provided as a separate spreadsheet at [healthykids.org/itn](https://www.healthykids.org/news/calendar/ITN_2018-01.php)
* Attachment 3: Proposal Cover Sheet – included in this section
* Attachment 4: Conflict of Interest Disclosure Form – included in this section
* Attachment 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – included in this section
* Attachment 6: Certification Regarding Lobbying – included in this section
* Attachment 7: Additional Instructions to Respondents – included in this section

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**Attachment 3: Proposal Cover Sheet**

[Company Logo, optional]

**Proposal for the Florida Healthy Kids Corporation**

**Invitation to Negotiate 2019-200-01 for [As applicable, indicate either CEC Services or CRM System Services]**

[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]

I attest that, to the best of my knowledge, the Data, documentation, and information provided in [Respondent]’s proposal for ITN 2019-200-01 [As applicable, indicate either CEC Services or CRM System 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 services 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 certification requirements.

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

Signature of Individual Authorized to Bind Respondent Date

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

Printed Name Title

I have attached a copy of Respondent’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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**Attachment 4: Conflict of Interest Disclosure Form**

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

A conflict of interest arises when any person or entity identified in Appendix A; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in, or a tangible personal benefit from, 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 Entity or Individual** | **Status of Entity or Individual (Current Contractor, Board Member, Enrollee, etc.)** | **Term of Relationship** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

To the best of my knowledge, no conflict of interest exists between Respondent and any individual or entity identified in Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations.

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

Signature of Individual Authorized to Represent Respondent Date

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

Printed Name Title

Name of Entity and Business Address:

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

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

**INSTRUCTIONS**

1. Each Respondent whose Contract/Subcontract equals or exceeds $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 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 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. [Respondent Name] 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 $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 the certification is erroneous.
8. This signed certification must be kept in the contract administrator’s file. Subcontractor’s certifications must be kept at the Contractor’s business location.

**CERTIFICATION**

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

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

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

Signature of Individual Authorized to Represent Respondent Date

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

Printed Name Title

Name of Entity and Business Address:

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**Attachment 6: Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that [Respondent Name] will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352.

The undersigned hereby discloses that [Respondent Name] has engaged in lobbying using non-federal funds in connection with obtaining the following federal award(s) (add rows as necessary):

|  |  |
| --- | --- |
| **Name of Federal Award** | **Federal Award Identification Number** |
|  |  |
|  |  |
|  |  |
|  |  |

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

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

Signature of Individual Authorized to Represent Respondent Date

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

Printed Name Title

Name of Entity and Business Address:

**Attachment 7: Additional Instructions to Respondents**

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Convicted Vendors.
6. Discriminatory Vendors.
7. Respondent’s Representation and Authorization.
8. Manufacturer’s Name and Approved Equivalents.
9. Performance Qualifications.
10. Public Opening.
11. Clarifications/Revisions.
12. Contract Formation.
13. **Definitions.** The definitions set forth and incorporated in section 1.D. of the ITN 2019-200-01 shall apply to these instructions and requirements.
14. **General Instructions.** Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.
15. **Terms and Conditions.** All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the following order of precedence:

* Except as otherwise specified in this paragraph, ITN 2019-200-01 including all addenda, if any, in reverse order of posting by date on the Florida Healthy Kids website;
* Attachment 1, Draft Contract;
* The appendices to Attachment 1, Draft Contract;
* ITN 2019-200-01 Attachment 6, Additional Instructions to Respondents; and
* Draft Contract Appendix I, General Contract Conditions.

FHKC objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

1. **Questions.** Questions or inquiries to the issuing office or to any FHKC personnel shall not constitute formal protest of the specifications or of the solicitation.
2. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

* Submitting a bid on a contract to provide any goods or services to a public entity or FHKC;
* Submitting a bid on a contract with a public entity or FHKC for the construction or repair of a public building or public work;
* Submitting bids on leases of real property to a public entity or FHKC;
* Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity or FHKC; and
* Transacting business with any public entity or FHKC in excess of the Category Two threshold amount ($35,000) provided in section 287.017, Florida Statutes.

1. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

* Submit a bid on a contract to provide any goods or services to a public entity or FHKC;
* Submit a bid on a contract with a public entity or FHKC for the construction or repair of a public building or public work;
* Submit bids on leases of real property to a public entity or FHKC;
* Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity or FHKC; or
* Transact business with any public entity or FHKC.

1. **Respondent’s Representation and Authorization.** In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so).

* The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
* To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
* Respondent currently has no delinquent obligations to the State or FHKC, including a claim by the State or FHKC for liquidated damages under any other contract.
* The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
* The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent; and they will not be disclosed to any Respondent or potential Respondent during the procurement process.
* Respondent has fully informed FHKC in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes) and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
* Neither Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
* Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
* Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
* The services offered by Respondent will conform to the specifications without exception.
* Respondent has read and understands the Contract terms and conditions, and the proposal is made in conformance with those terms and conditions.
* If an award is made to a Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with FHKC.
* Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal.
* Respondent shall indemnify, defend, and hold harmless FHKC and its employees against any cost, damage, or expense which may be incurred or be caused by any error in Respondent’s preparation of its bid.
* All information provided by, and representations made by, Respondent are material and important and will be relied upon by FHKC in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FHKC of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

1. **Manufacturer’s Name and Approved Equivalents.** Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With FHKC’s prior approval, Vendor may provide any product that meets or exceeds the applicable specifications. Vendor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. FHKC shall determine in its sole discretion whether a product is acceptable as an equivalent.
2. **Performance Qualifications.** FHKC reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract Term remain Responsive and Responsible. In determining Respondent’s Responsibility as a vendor, FHKC shall consider all information or evidence which is gathered or comes to the attention of FHKC that demonstrates Respondent’s capability to fully satisfy the requirements of the solicitation and the Contract.

Respondent must be prepared, if requested by FHKC, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If FHKC determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FHKC may reject the proposal or terminate the Contract. Respondent may be disqualified from receiving awards if Respondent, or anyone in Respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FHKC to make an investigation either before or after award of the Contract, but should FHKC elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

1. **Public Opening.** Proposals shall be opened on the date and at the location indicated on the Calendar of Events and Deadlines. Respondents may, but are not required to, attend. FHKC may choose not to announce prices or release other materials pursuant to section 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the issuing office at least five (5) workdays prior to the solicitation opening. Individuals with hearing or speech impairments should contact FHKC by using the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (VOICE).
2. **Clarifications/Revisions.** Before award, FHKC reserves the right to seek clarifications or request any information deemed necessary for proper evaluation or review of proposals from any Respondent. Failure to provide requested information may result in rejection of the proposal.

1. **Contract Formation.** FHKC shall issue a Notice of Contract Award, if any, to successful Respondent(s); however, no contract shall be formed between Respondent and FHKC until FHKC signs the Contract. FHKC shall not be liable for any costs incurred by a Respondent in preparing or producing its proposal or for any work performed before the Effective Date of Services.

##### Appendices

Following are the appendices to this ITN:

* Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations – included in this section
* Appendix B: FHKC Procurement Protest Procedures – included in this section
* Appendix C: Historical Statistics and Other Information – included in this section

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**Board of Directors**

**Officers**

* Stephanie Haridopolos, M.D.: Chief Financial Officer Designee, 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 Representative, MCCI Medical Group
* Jeffrey Brosco, M.D., Ph.D.: Florida Department of Health
* Dave Eggers: Commissioner, Florida Associations of Counties
* Taylor Hatch: Assistant Secretary, Office of Economic Self-Sufficiency, Department of Children and Families
* TBD: Medicaid Program Representative, Agency for Health Care Administration
* Mary Mayhew: Secretary, Agency for Health Care Administration
* Amra Resic, M.D., FAAFP: Family Physician, BayCare Medical Group
* Mansooreh Salari, M.D.: Children’s Medical Services, Department of Health
* Tommy Schechtman, M.D.: Florida Pediatric Society
* Penny Taylor: Florida Department of Education, Office of School Health Programs

**Ad Hoc Members**

* Steve Freedman, Ph.D.: University of South Florida Health
* Paul Whitfield, Director of Accounting & Auditing, Department of Financial Services

**Committees**

**Community Outreach and Marketing Committee**

* Dr. Stephanie Haridopolos, M.D.: Board Certified Family Practitioner, Chair
* Penny Taylor – Florida Department of Education, Office of School Health Programs, Vice Chair
* Taylor Hatch – Assistant Secretary, Office of Economic Self-Sufficiency, Florida Department of Children and Families
* Pat Smith – Community Relations Director, Florida Department of Children and Families
* Amra Resic M.D., FAAFP: Family Physician, BayCare Medical Group
* Mallory McManus, nonvoting member: Communications Director, Florida Agency for Health Care Administration
* Melanie Hall, nonvoting member: Executive Director, Family Healthcare Foundations
* Jordan Jacobs, nonvoting member: Senior Vice President, Moore
* Jodi Ray, nonvoting member: Director, Florida Covering Kids & Families, University of South Florida
* Angela Wiggins, nonvoting member: CHIP Program Analyst, Florida Agency for Health Care Administration

**Finance and Contracting Committee Members**

* Philip Boyce: Florida Hospital Association, Chair
* Ray Berry: Chief Executive Officer, Health Business Solutions
* Dave Eggers: Commissioner, Florida Associations of Counties
* Shevaun Harris: Assistant Deputy Secretary Medicaid Policy & Quality, Agency for Health Care Administration
* Roz Ingram: Director of State Purchasing, Department of Management Services
* Celeste Pullen: Associate Director, Finance & Administration, Florida State University
* Paul Whitfield: Director of Accounting & Auditing, Department of Financial Services

**Operational Efficiency & Quality Committee Members**

* Jeffrey Brosco, M.D., Ph.D.: Florida Department of Health, Chair
* Peter Claussen, D.D.S.: Florida Dental Association, Vice Chair
* Jose Armas: Child Health Policy Expert Representative, MCCI Medical Group
* Michael Aubin: Hospital President, Wolfson Children’s Hospital
* Steve Freedman, Ph.D.: University of South Florida Health
* William Martinez: Director of Data Analytics & Technology, Department of Children & Families
* Mansooreh Salari**,** M.D.:Children’s Medical Services, Department of Health
* Tommy Schechtman, M.D.: Florida Pediatric Society
* Rachel LaCroix, nonvoting member: AHC Administrator, Agency for Health Care Administration

**Organizations**

FHKC has engaged the services of KPMG to provide consulting services throughout all stages of this procurement.

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**FHKC Staff**

Jeff Dykes, Interim Chief Executive Officer and Chief Financial Officer

Gavin Burgess, Chief Legal Officer

Ashley Carr, Chief Marketing Officer

Austin Noll, Chief Operating Officer

Marsha Baine, Internal Auditor

Amy Bogner, Public Affairs Advisor

Bonnie Deering, Director of Internal Audit

Katie Fuller, Plan Manager

Suzetta Furlong, Director of Plan and TPA Management

Sharon Gosha, TPA Call Center Manager

Jena Grignon, Community Engagement Advisor

Ginger Harris, Director of Accounting

Andrea Hill, Accountant

Maiya Hinton, OPS TPA Analyst

Ariana Howell, OPS Front Desk

Claire Johnson, Plan Manager

Laura Kreps, Director of Administration

Gabi Lara, Outreach Specialist

Lindsay Lichti, Deputy Direction of Plan and Quality Management

Romy Marques, Quality Manager

Cesar Marquez, Business Intelligence Manager

Dan McDaniel, Deputy Director of TPA Management

Jack McDermott, Director of Corporate Initiatives

Heather Napolitano, Event Coordinator and Executive Office Liaison

Tiffany Nelsen, Operations Support Manager

Steven Smith, Senior IT Consultant

Alex Villota, TPA Analyst

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1. **STANDARDS FOR PROTEST**
2. A submission that amends or supplements a Respondent’s proposal after FHKC announces its Notice of Contract Award, intent to reject all proposals, or withdraw the solicitation will not be considered by FHKC in a protest.
3. The protesting party has the burden of proof based on the preponderance of the evidence standard.
4. The protesting party must prove the FHKC Intended Decision was illegal, arbitrary, dishonest, or fraudulent. Additionally, the protesting party must prove:
   1. In the event of a protest to an FHKC Intended Decision to issue procurement specifications, addenda, or any other procurement document, that the FHKC Intended Decision is contrary to FHKC’s governing statutes, rules, or regulations; or
   2. In the event of a protest to the FHKC Notice of Contract Award, that the FHKC Intended Decision materially deviated from the specifications of the ITN.

**II. PROTEST PROCEDURES**

1. PROTESTING PARTY PROCEDURES
   1. A party that seeks to challenge an FHKC Intended Decision must electronically File a written notice of intent to protest within 72 hours after the Posting of the FHKC Intended Decision, excluding weekends and FHKC-observed holidays[[6]](#footnote-7). A party must have standing to challenge the FHKC Intended Decision.
   2. The protesting party must electronically File a formal written protest within five Business Days after the date of the notice of intent to protest is Filed. For all protests other than a protest to the specifications, the formal written protest must be accompanied with a protest bond in the amount of 1 percent of the contract amount. The bond shall be conditioned upon the payment of all FHKC’s attorneys’ fees, costs, and charges in the event the protesting party does not prevail in the protest process set forth in this ITN, any administrative or circuit court proceedings, and/or any subsequent appellate court proceedings. In lieu of a bond, FHKC will accept a cashier’s check, official bank check, or money order. An original cashier’s check, official bank check, or money order must be Filed in the same fashion as a protest bond.
   3. 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 subsections II.2 and II.3 are limited to those timely raised in any formal written protest.
   4. The notice of intent to protest, formal written protest, and any required bond or other security must be timely Filed with the issuing office at [TPAIssuingOffice@healthykids.org](mailto:TPAIssuingOffice@healthykids.org).
   5. The protesting party shall be responsible for all costs associated with the impartial decision maker.
   6. A Respondent or potential Respondent may intervene in the protest proceedings by Filing a notice to intervene within three Business Days of the Posting of the initial notice of the protest by FHKC. An intervening party is subordinate to, and therefore does not have the rights granted to, FHKC or a protesting party that has Filed a timely notice of protest, written notice of intent to protest, and any required bond or other security.
2. FHKC PROCEDURES

FHKC must take the following steps:

* 1. Post the notice of intent to protest in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted.
  2. Provide an opportunity to resolve the protest by mutual agreement between FHKC and the protesting party(ies) within seven Business Days of the Filing of the formal written protest. If the 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 proceeding must be conducted with the impartial decision maker as set forth in subsection II.3 below.
  3. Engage an outside, impartial decision maker, such as a mediator, to hear the protest if the protest is not resolved in accordance with subsection II.2(b).

The Filing of a notice of intent to protest or a formal written protest shall not stop the procurement process or award process, unless FHKC determines that doing so is in the best interest of FHKC.

1. PROTEST RESOLUTION
   1. If the protest is not resolved pursuant to subsection II.2(b) above, the impartial decision maker must commence a protest proceeding within 15 Calendar Days of receipt of FHKC’s decision to a commence a protest proceeding. The provisions of this subsection may be waived only upon stipulation by FHKC and the non-intervening protesting party(ies).
   2. The impartial decision maker must render a written decision within 30 Calendar Days of the commencement protest proceeding. The provisions of this paragraph may be waived only upon stipulation by FHKC and the non-intervening protesting party(ies).

The impartial decision maker’s written decision must include findings; based on these findings, the impartial decision maker may affirm or reject the FHKC Intended Decision.

If rejecting an FHKC Intended Decision, the impartial decision maker must issue a recommendation to FHKC supported by findings of fact and conclusions of law.

FHKC may either accept or reject the impartial decision maker’s recommendation.

* + - 1. If FHKC rejects the impartial decision maker’s recommendation, FHKC must Post the recommendation and resolution within five Business Days after receipt of the recommendation, in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted, and set forth the reason(s) for rejecting the recommendation. FHKC may restart the procurement process, continue the procurement process, or proceed with the FHKC Intended Decision consistent with its reason or reasons for rejecting the impartial decision maker’s recommendation.
      2. If FHKC accepts the impartial decision maker’s recommendation, FHKC must Post the recommendation and resolution within five Business Days after receipt of the recommendation, in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted.
  1. The impartial decision maker may permit the parties to submit proposed findings of fact, conclusions of law, draft orders, or memoranda.
  2. A default must be entered against a party who fails to appear at a protest proceeding as directed by the impartial decision maker, unless at least one of the following conditions exists:

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

An act of God that would prevent attendance at the protest proceeding;

A designated threat to public safety that would prevent attendance at the protest proceeding; or

Any other circumstance in the opinion of the impartial decision maker that would warrant a continuance of the protest proceeding.

An entry of default against a party is deemed the final decision of the impartial decision maker.

**III. GENERAL PROVISIONS**

1. Failure of a party to file a notice of intent to protest, a formal written protest, or a bond or other security as set forth in this appendix shall constitute a waiver of any right to contest an FHKC Intended Decision.
2. Venue for any meeting, protest proceeding, court proceeding, appellate proceeding, administrative proceeding, or deposition shall be in Leon County, Florida. FHKC, in its sole discretion, may waive any requirement under this paragraph in whole or in part.
3. The procedures in chapters 120 and 287, Florida Statutes, do not apply to this ITN process.

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| **Applications Received** | | |
| **Year** | **Quarter** | **Applications** |
| 2015 | Q1 | 79,356 |
| Q2 | 63,629 |
| Q3 | 51,661 |
| Q4 | 72,938 |
| 2016 | Q1 | 80,811 |
| Q2 | 62,258 |
| Q3 | 72,012 |
| Q4 | 87,424 |
| 2017 | Q1 | 73,727 |
| Q2 | 62,573 |
| Q3 | 79,604 |
| Q4 | 116,433 |
| 2018 | Q1 | 102,405 |
| Q2 | 92,781 |
| Q3 | 94,062 |
| Q4 | 112,203 |
| 2019 | Q1 | 94,266 |
| Q2 | 84,747 |

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| --- | --- | --- | --- | --- |
| **Renewals** | | | | |
| **Year** | **Quarter** | **Expedited Renewals** | **Manual Renewals** | **Total** |
| 2015 | Q1 | 30,236 | 6,748 | 36,984 |
| Q2 | 21,838 | 3,750 | 25,588 |
| Q3 | 28,749 | 4,253 | 33,002 |
| Q4 | 41,644 | 4,738 | 46,382 |
| 2016 | Q1 | 31,800 | 4,657 | 36,457 |
| Q2 | 23,912 | 3,624 | 27,536 |
| Q3 | 26,848 | 3,681 | 30,529 |
| Q4 | 35,419 | 4,076 | 39,495 |
| 2017 | Q1 | 30,002 | 5,154 | 35,156 |
| Q2 | 22,147 | 4,226 | 26,373 |
| Q3 | 28,119 | 4,094 | 32,213 |
| Q4 | 34,493 | 4,702 | 39,195 |
| 2018 | Q1 | 30,786 | 5,323 | 36,109 |
| Q2 | 25,106 | 4,343 | 29,449 |
| Q3 | 30,296 | 4,324 | 34,620 |
| Q4 | 36,752 | 4,697 | 41,449 |
| 2019 | Q1 | 35,591 | 6,517 | 42,108 |
| Q2 | 30,890 | 5,638 | 36,528 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Outbound Correspondence** | | | | |
| **Year** | **Quarter** | **Total Documents** | **Letters**  **Mailed** | **Electronic**  **Letters\*** |
| 2015 | Q1 | 520,772 |  | |
| Q2 | 530,199 |
| Q3 | 545,480 |
| Q4 | 466,644 |
| 2016 | Q1 | 449,908 |
| Q2 | 390,181 |
| Q3 | 421,414 |
| Q4 | 458,476 |
| 2017 | Q1 | 446,887 |
| Q2 | 390,727 |
| Q3 | 406,194 | 90% | 10% |
| Q4 | 537,347 | 73% | 27% |
| 2018 | Q1 | 494,290 | 71% | 29% |
| Q2 | 475,492 | 76% | 24% |
| Q3 | 465,797 | 76% | 24% |
| Q4 | 489,266 | 71% | 29% |
| 2019 | Q1 | 481,247 | 72% | 28% |
| Q2 | 458,440 | 73% | 27% |

|  |  |  |
| --- | --- | --- |
| **Inbound Correspondence** | | |
| **Year** | **Quarter** | **Documents** |
| 2015 | Q1 | 194,611 |
| Q2 | 124,755 |
| Q3 | 133,134 |
| Q4 | 128,738 |
| 2016 | Q1 | 143,534 |
| Q2 | 106,282 |
| Q3 | 119,209 |
| Q4 | 142,081 |
| 2017 | Q1 | 141,051 |
| Q2 | 127,194 |
| Q3 | 124,111 |
| Q4 | 153,496 |
| 2018 | Q1 | 152,887 |
| Q2 | 137,841 |
| Q3 | 137,979 |
| Q4 | 142,925 |
| 2019 | Q1 | 195,578 |
| Q2 | 121,066 |

\*Electronic letters began August 2017.

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| **System-Generated Letter Description** |
| Missing Information |
| Missing Information Reminder |
| Denial |
| Late Payment |
| Referred to Medicaid |
| Referred to CMS |
| Approval Notice |
| Approval Notice Pending Payment |
| Plan Change |
| Plan Options Available |
| Authorization to Release Information |
| Rate Change |
| Cancellation |
| ACH Cancellation |
| Payment Returned |
| Renewal Request |
| Renewal Trigger |
| Expedited Renewal Completed |
| Renewal Completed |
| Incorrect Payment Address |
| Coverage Confirmation - (email notice) |
| Request for More Information |
| Generic Cover Letter for Forms |
| Payment Coupons (12 Months) |
| Citizenship Verification Request for Documentation |
| Proof for Qualified Noncitizenship Form |
| Employer Verification Form |
| HIPAA Notice |
| Income Verification Check List |
| Identify Affidavit Form |
| Income Verification Form |
| Payment Coupon One Month |
| Self-Employment Form |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **Call Center** | | | | | | | |
| **Year** | **Quarter** | **Total Calls to Call Center** | **Total Calls Offered to CSRs** | **Total Calls to Payment Processing Administrator** | **Total Calls to Recorded Messages** | **Total Calls to Voicemail** | **Avg. Handle Time (Sec)** |
| 2015 | Q1 | 502,358 | 242,345 | 134,674 | 122,634 | 2,285 | 343 |
| Q2 | 391,609 | 171,366 | 127,955 | 90,159 | 1,879 | 308 |
| Q3 | 459,541 | 234,515 | 121,609 | 100,076 | 2,457 | 330 |
| Q4 | 390,871 | 189,674 | 100,681 | 98,414 | 1,875 | 340 |
| 2016 | Q1 | 406,324 | 180,729 | 106,520 | 117,149 | 1,488 | 325 |
| Q2 | 362,296 | 148,605 | 108,580 | 94,813 | 1,365 | 317 |
| Q3 | 360,337 | 158,537 | 108,795 | 91,550 | 1,250 | 313 |
| Q4 | 363,880 | 160,461 | 102,509 | 86,814 | 1,168 | 320 |
| 2017 | Q1 | 419,615 | 200,827 | 111,063 | 105,800 | 1,668 | 313 |
| Q2 | 334,495 | 143,736 | 109,312 | 80,007 | 1,324 | 327 |
| Q3 | 369,577 | 147,499 | 100,747 | 119,816 | 1,466 | 323 |
| Q4 | 422,013 | 192,131 | 101,804 | 125,846 | 1,878 | 319 |
| 2018 | Q1 | 463,185 | 216,409 | 104,141 | 138,529 | 4,015 | 353 |
| Q2 | 392,353 | 172,197 | 100,056 | 117,944 | 1,926 | 348 |
| Q3 | 376,448 | 165,837 | 92,727 | 116,157 | 1,619 | 343 |
| Q4 | 394,755 | 176,021 | 94,683 | 122,202 | 1,685 | 342 |
| 2019 | Q1 | 438,848 | 224,072 | 101,535 | 111,245 | 1,790 | 353 |
| Q2 | 375,128 | 178,617 | 98,340 | 96,195 | 1,613 | 347 |



**Any party that has standing to challenge an FHKC Intended Decision must file a written notice of intent to protest, formal written protest, and any required bond or other security as set forth in Appendix B of this Invitation to Negotiate. Failure to timely file a notice of intent to protest, formal written protest, or any required bond or other security shall constitute a waiver of proceedings.**

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1. The Florida Department of Children and Families (“DCF”) determines eligibility for Medicaid, including children who are included in Florida KidCare. FHKC’s current third-party administrator exchanges multiple files with DCF for eligibility and application referrals to comply with the Affordable Care Act’s “no wrong door” requirement. [↑](#footnote-ref-2)
2. Health Information Technology for Economic and Clinical Health (HITECH) Act [↑](#footnote-ref-3)
3. Social Services Estimating Conference Kidcare Caseload and Expenditures, July 2019 [↑](#footnote-ref-4)
4. For 2019: November 11, November 28, November 29, December 24, December 25. Anticipated for 2020: January 1, January 20, April 9, May 25 [↑](#footnote-ref-5)
5. Health Information Technology for Economic and Clinical Health (HITECH) Act [↑](#footnote-ref-6)
6. For 2019: November 11, November 28, November 29, December 24, December 25. Anticipated for 2020: January 1, January 20, April 9, May 25 [↑](#footnote-ref-7)