



**Florida Healthy Kids Corporation**

**INVITATION TO NEGOTIATE 2021-300-01  
for  
Dental Services and Coverage**

**ADDENDUM 2**

**June 30, 2021**

Addendum 2 to ITN 2021-300-01 for Dental Services and Coverage (“ITN”) is as follows:

- 1. ITN Subsection 4.A, Overview, is amended by deleting the second paragraph and replacing it with the following:**

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

- 2. ITN Subsection 4.B, Submittal of Proposals, is amended by deleting the subsection in its entirety and replacing as follows:**

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 received after this date and time shall not be considered.

Respondent must upload all electronic copies of the proposal to the folder labeled “[Respondent Name] ITN Proposal” on the Secure Partner Connect site.

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 2021-300-01Company 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 3: Rate Submission, shall be provided as separate files.
  
- If applicable and as described in Subsection 3.G, Public Records, 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 2021-300-01 Company A Proposal REDACTED COPY.

All information received under this ITN is considered a public record, except as described in Subsection 3.G, Public Records, 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.

**3. ITN Subsection 4.C, Mandatory Responsiveness Requirements, is amended by deleting the subsection in its entirety and replacing as follows:**

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, Calendar of Events and Deadlines, as follows:

1. (i) one electronic, non-redacted copy; and (ii) one electronic, redacted copy (if applicable), all in the following format:
  - Tab A – Attachment 4: Proposal Cover Sheet, list of Public Records Request exemptions or statement of no exemptions, table of contents, executive summary, Attachment 5: Certification Regarding Lobbying,

and copy of the Letter of Intent

- Tab B – each minimum qualification copied and pasted without modification and with a response of “yes” or “no”
  - 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 6: Conflict of Interest Disclosure Certification — form completed
  - Tab C-5: References – form completed for three references, each within the last two years
  - Tab C-6: Subcontractors – form completed for each Subcontractor
  - Tab C-7: Attachment 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—form completed
  - Tab C-8: Attachment 8: Privacy and Security Questionnaire and Attestation—form completed
  - Tab D: Technical Response
2. (i) One electronic, non-redacted copy and (ii) one electronic, redacted copy (if applicable) of Attachment 3: Rate Submission.
  3. (i) One electronic, non-redacted copy and (ii) one electronic, redacted copy (if applicable) of Attachment 9: Network Information.

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 (using track changes).

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

**4. ITN Subsection 4.D, Tab A: Introduction, is amended by deleting the subsection in its entirety and replacing as follows:**

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

1. Attachment 4: Proposal Cover Sheet completed in its entirety (three pages).
2. Proposal Use and Public Record Disclosure Exemption List identifying any content that Respondent claims (i) is protected under Florida law (see Subsection 3.L, Use of Proposal Content) and/or (ii) is exempt from disclosure under chapter 119, Florida Statutes (see Subsection 3.G, Public Records). Respondent must identify the tab, page number, and paragraph of the information, the grounds for exemption, and statutory citation. If Respondent is not asserting any exemptions, a statement of understanding that FHKC may use any or all materials may be subject to public inspection at the conclusion of the procurement.
3. Table of contents for the entire proposal.
4. Executive Summary – Respondent must condense and highlight the contents of the proposal to the ITN, including a general description of how Respondent intends to offer the dental services and coverage sought by this ITN.
5. Attachment 5: Certification Regarding Lobbying completed in its entirety.
6. A copy of Respondent’s Letter of Intent.

**5. Section 3.17 of Attachment 1 Draft Contract is deleted in its entirety and replaced as follows:**

All Insurer employees, Subcontractors, and agents performing work under the Contract must comply with all security and administrative requirements of FHKC.

Insurer will conduct a criminal background screening of, or ensure that such a screening is conducted for, each employee, Subcontractor personnel, independent contractor, leased employee, volunteer, licensee, or any other person (hereinafter referred to as “Person” or “Persons”) who has Access to the PHI, PII, or financial information of an Enrollee or Applicant.

Insurer shall perform, or ensure performance of, a criminal background screening comparable to a level 2 background screening as described in section 435.04, Florida

Statutes, for all Persons, regardless of whether a background screening is required by law; however, for non-emergency transportation provider drivers, Insurer shall perform, or ensure performance of, a criminal background screening comparable to a level 1 background screening, as approved by AHCA for Florida Medicaid non-emergency transportation providers.

The minimum background screening process shall include a check of the following databases through a law enforcement agency or a professional background screener accredited by the National Association of Professional Background Screeners or a comparable standard: (a) Social Security Number Trace; and (b) Criminal Records (federal, state, and county criminal felony and misdemeanor, national criminal database for all states which make such data available).

Unless an exemption is granted by FHKC in writing, Insurer shall not allow any Person to have Access to such PHI, PII, or financial information if the Person's background screening reveals any of the following:

- a. Any offense described in section 435.04(2) and (3), Florida Statutes;
- b. Any offense relating to the criminal use of PII as described in chapter 817, Florida Statutes;
- c. Any offense described in sections 812.0195, 815.04, or 815.08, Florida Statutes; or
- d. Any offense that was subject to criminal penalties for the misuse of PHI under 42 U.S.C. § 1320d-5.

The look-back period for such background screenings shall be for a minimum of ten (10) years where ten (10) years of historical information is available.

Insurer warrants that all Persons will have passed the background screening described herein before they have Access to PHI, PII, or financial information, and all Persons will undergo a background screening every five (5) years thereafter. Insurer shall maintain documentation of all background screening records pursuant to Section 10 Record Retention.

Insurer shall develop policies and procedures related to the background screening requirement, including a procedure to grant an exemption from disqualification for disqualifying offenses revealed by background screening, as described in section 435.07, Florida Statutes. Insurer must submit such policies and procedures to FHKC for approval by the date required in the approved implementation plan.

Insurer is responsible for all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. Insurer shall maintain documentation of the background screening, and FHKC may review any Person's background screening file upon request. Insurer shall abide by all applicable laws, rules, and regulations including the Fair Credit Reporting Act and equal opportunity laws, rules, regulations, or ordinances.

Insurer shall be liable for Financial Consequences in the amount of one thousand dollars (\$1,000) per Person per month for each month in which Insurer failed to timely complete the background screening for such Person(s). Financial Consequences also apply to Subcontractors in the same manner.

Insurer shall provide an annual attestation of compliance with this Section.

**6. The first paragraph of Attachment E: Subcontractor Level II Background Screening Waiver Policy, is deleted and replaced as follows:**

Section 3.17 of the Contract requires Insurer's Subcontractors to perform a level II background screening for all Persons who have Access to the PHI, PII, or financial information of an Enrollee or Applicant.

**7. FHKC's answers to Respondents' questions begin on the following page.**

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Question #	Document (e.g., ITN, Proposed Contract)	Document Section	Document Page #	Question	Answer
1.	N/A	N/A	N/A	Who are the current carriers?	Argus Dental & Vision, Inc. DentaQuest of Florida, Inc. Managed Care of North America, Inc. (MCNA)
2.	N/A	N/A	N/A	Are the current carrier's licensed as PPO (insurance companies) or DHMO plans in the State of Florida?	The dental carriers are all licensed as prepaid limited health service organizations in the State of Florida.
3.	ITN	Cover	1	The cover (page 1) of the ITN pdf indicates the response deadline for the ITN is July 12, 2021. The calendar of events on page 11 of the ITN indicates the due date is July 19, 2021. Please confirm when the responses are due to FHKC.	Proposals are due July 19, 2021, by 3:00 p.m., Eastern Time.
4.	ITN	Cover Page and 1F. Calendar of Events and Deadlines	1 and 11	The cover page lists the ITN due date and time as 07/12/2021 at 10 a.m. EST. The calendar of events and deadlines lists the ITN due date and time as 07/19/2021 at 3 p.m. EST. Please clarify the ITN due date and time.	See answer to Question #3.
5.	ITN	1.F Calendar of Events and Deadlines	11-12	The Calendar of Events states the proposal is due on July 19 at 3:00pm, however, the cover page (page 1) says the proposal is due July 12 at 10:00am. Could you please clarify the proposal due date?	See answer to Question #3.
6.	ITN	3. General Instructions to Respondents	18	Page 18 (FHKC's Response to Public Records Requests) states that "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." Please confirm that no Respondent materials will be made public while the procurement remains open.	Confirmed. Refer to ITN Section 3.G, paragraphs 1 and 2.

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7.	ITN	Section 4, Submission Requirements	22	Does the direction that “ <i>Respondent’s proposal may not apply any conditions or exceptions to any mandatory requirements of the solicitation</i> ” mean that there will be no opportunity to negotiate attached documents such as the Draft Contract and BAA?	No. Refer to the second-to-last paragraph in Paragraph 3 of ITN Addendum 2.
8.	ITN	Section 4, Submission Requirements	22	In regards to this statement “ <i>The Respondent’s proposal may not apply any conditions or exceptions to any mandatory requirements of the solicitation.</i> ” Is everything that is mandatory labeled “mandatory”?	See Paragraph 1 of ITN Addendum 2.
9.	ITN	4.C	23-24	Section 4.C of the ITN requires that respondents submit two hard-copy proposals, in addition to electronic copies. Would FHKC consider waiving the hard copy submission requirements and accept proposals via the secure electronic upload to the portal?	Hard copies will not be accepted. See Paragraphs 2 and 3 of ITN Addendum 2.
10.	ITN	4.C and 4.D	24-25	Page 24 lists “Attachment 5: Certification Regarding Lobbying” as a requirement of Tab A, however page 25 does not list this attachment under the Tab A items. Please confirm that Tab A, subitem 5, should be “Attachment 5” and “A copy of Respondent’s Letter of Intent” should become subitem 6.	Confirmed. The Tab A items have been revised as set forth in Paragraph 4 of ITN Addendum 2.
11.	ITN	4.C; 4.D, Tab C-5	24, 30	Page 30 of the ITN (Tab C, Tab 5) requires that respondents provide at least <b>three</b> references. Section 4.C (bullet: Tab C-5) states that the reference form should be “completed for <b>five</b> references, each within the last two years.” Please clarify how many references are required for submission.	This item has been revised in Paragraph 3 of ITN Addendum 2.
12.	ITN	4.D, Tab C-2 (Financial Solvency)	28-29	If the respondent is exempt from tax filing, is it acceptable to submit the parent company's audited financials as documentation of financial solvency?	Question is unclear.  Refer to the last two paragraphs of ITN Section 4.D, Tab C, Tab 2.



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13.	ITN	4.D.15 (Quality Protocols)	38-39	AHRQ does not have a CAHPS survey specific to the Medicaid and CHIP population. Would FHKC consider accepting an alternative source of member satisfaction scores in lieu of CAHPS results?	No.
14.	ITN	4.D.15 (Quality Protocols)	38-39	AHRQ does not have a CAHPS survey specific to the Medicaid and CHIP population. Would FHKC consider accepting an alternative source of member satisfaction scores in lieu of CAHPS results?	See answer to Question #13
15.	ITN	Attachment 8, Section VI: Auditing and Assessing	61	In Attachment 8, Section VI: Auditing and Assessing, the first requirement in that section indicates <i>“Respondent is audited and/or certified by recognized security standards (e.g., ISO 2700, MARS-E, SOX, SOC2, HITRUST).”</i> In Attachment 1 draft contract, section 11.1 Audits, FHKC indicates <i>“Insurer shall ensure an annual SOC 2 Type II audit is performed on its application hosting center. Insurer shall provide a copy of the most recent audit report to FHKC by the date established in the approved implementation plan and annually thereafter by the date required by FHKC.”</i> If a company is both HITRUST and SOC 1 certified, does that fulfill this requirement?	Insurers will be required to conduct an annual SOC 2 Type II audit.
16.	ITN	5. Rate Submission	Attachment 3 Rate Submission	Is FHKC business subject to Florida state premium tax liability? If so, should any applicable premium taxes be included in the Admin Expense PMPM, or is it separately reimbursed?	Respondents are responsible for ensuring the submitted rates comply with federal and state laws.

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17.	Attachment 1 Draft Contract	Section 3.14 Fidelity Bond	30	<p>The language in the draft contract indicates <i>“Insurer shall maintain a blanket fidelity bond on all personnel in its employment during the life of the Contract. The bond shall be issued in the amount of at least one hundred fifty thousand dollars (\$150,000) per occurrence for the life of the Contract. The surety company issuing the bond must comply with the provisions of Chapter 624, Florida Statutes. The bond shall protect FHKC from any losses sustained through any fraudulent or dishonest act or acts committed by any employees of Insurer and Subcontractors. Proof of coverage shall be submitted to FHKC within ten (10) Business Days after Contract execution. Insurer shall provide proof of continuing coverage to FHKC by December 31st each year or by the date of expiration of the certificate of insurance, whichever is earlier.”</i></p> <p>If a plan maintains a Commercial Crime Insurance policy, can this be utilized in lieu of the fidelity bond?</p>	No.
18.	Attachment 1 Draft Contract	Section 3, Insurer Organization Administration, requirement 3.17	31	<p>We respectfully request clarification with respect to the background screening requirements of Contract Section 3.17. As Section 435.04, F.S., is cited, it appears that this section of the Contract is drafted to be aligned with the Florida Statutes. The relevant Florida Statute, however, states that “All employees required by law to be screened pursuant to this section must undergo security background investigations as a condition of employment . . .” Thus, the statute is intentionally limited to employees that are already “required by law” to submit to level 2 screening. The federal regulation concerning screening levels based on risk levels for Medicaid providers, 42 CFR § 455.450, is also quite limited. Even though the regulation is specifically directed toward “providers” as</p>	<p>Section 3.17 has been revised as set forth in Paragraph 5 of ITN Addendum 2.</p> <p>The background screening requirement applies to all Persons who have Access to the PHI, PII, or financial information of Enrollees or Applicants.</p> <p>See also the second-to-last paragraph under Paragraph 3 of ITN Addendum 2.</p>

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				<p>opposed to employees of insurers or benefits providers, it may be relevant, as it is the source of the requirements for “high categorical risk” or level 2 background screening, which includes a criminal background check and fingerprinting. As such, we respectfully request guidance on the necessity for level 2 background screening of “each of [Insurer’s] employees, Subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons (hereinafter referred to as “Person” or “Persons”) who directly or indirectly perform Services under the Contract, regardless of whether the Person has direct or indirect Access to Data or perform Services under the Contract.”</p> <p>Is it possible to limit this screening requirement to managing principals and executives of Insurer? For either scenario, can the plans allocate the background check expense as a quality initiative in financial accounting so that it comes out of claims costs and is included in rate development and DLRs?</p>	
19.	Attachment 1 Draft Contract	Section 24.3 Participating Provider Requirements	92	Do FHK providers need to have an active registration with Medicaid/AHCA even if they do not participate with Medicaid?	No. Refer to Attachment 1 Draft Contract, subsection 24.3, paragraph 3.
20.	Attachment 1 Draft Contract	Section 24: Access to Care, requirement 24.5.1	93	The requirement states: <i>“Insurer shall participate in the Event Notification System (ENS) of the Florida Health Information Exchange.”</i> In our experience serving 800,000 child Florida Medicaid enrollees, we are only experience a notification rate of 0.0025% each month. Would FHKC consider making this an optional requirement? Alternatively, Since the ENS system has a subscription fee, and the health plans already get this data, can FHK require that the health plans share this data with the	Refer to the second-to-last paragraph in Paragraph 3 of ITN Addendum 2.

Question #	Document (e.g., ITN, Proposed Contract)	Document Section	Document Page #	Question	Answer
				dental plans vs having the dental plans subscribe to the ENS service?	
21.	Attachment 1 Draft Contract	Section 26.5 CAHPS Survey	106	<p>Requirement 26.5 indicates "<i>Insurer shall conduct NCQA's Consumer Assessment of Healthcare Providers and Systems (CAHPS) Health Plan Survey 5.0H, or its successor, annually for its Florida Healthy Kids population. Insurer shall conduct the annual CAHPS survey in a manner that allows Insurer to report on the Florida Healthy Kids results separately from the results of any other group. FHKC may publish Insurer's Florida Healthy Kids CAHPS survey results.</i>"</p> <p>Would FHKC allow the plans to conduct satisfaction surveys in accordance with current methodology for its population in lieu of the CAHPS survey?</p>	No.
22.	Attachment C Performance Guarantees	PG-6: Enrollment Files	4	Please clarify the calculation methodology, which states: " <i>For purposes of determining compliance with this PG and for determining any financial consequences, <u>Insurer shall report the number of days to process one hundred percent (100%) of enrollment files percentage of enrollment files.</u></i> "	PG-6 is revised as follows: "For purposes of determining compliance with this PG and for determining any financial consequences, Insurer shall report the percentage of enrollment files accurately processed within two (2) Business Days."

Question #	Document (e.g., ITN, Proposed Contract)	Document Section	Document Page #	Question	Answer
23.	Attachment C Performance Guarantees	PG-9	5	<p>The calculation methodology indicates "<i>When determining the percentage of Appeals and Grievances resolved timely, the denominator <u>includes all Appeals and Grievances received for which the latest acceptable resolution date fell within the reporting period, regardless of when the Appeal or Grievance was actually resolved.</u> For example, an Appeal or Grievance for which the latest acceptable resolution date falls in quarter B shall be included in the denominator for quarter B regardless of the quarter during which the Appeal or Grievance was resolved.</i>" Is FHKC asking that all cases that were received for the time period need to be reported, even if they are still open cases when the report is filed? Can FHKC please clarify the statement and perhaps give an example?</p>	<p>PG-9 does not require all cases received in the time period to be reported. PG-9 requires Insurer to report all cases for which the latest acceptable resolution date falls within the reporting quarter.</p> <p>For example, if an appeal received in quarter A is not due (the latest acceptable resolution date) until quarter B, Insurer must report that appeal in quarter B, regardless of whether the appeal was resolved in quarter A or quarter B or will be resolved in quarter C.</p>
24.	Attachment C Performance Guarantees	PG-16	10	<p>Calculation methodology indicates "<i>The measurement begins from the date Insurer receives the request and ends the date Insurer makes a final decision and communicates such decision to the requesting Provider</i>".</p> <p>Please confirm does "communicates such decision to the requesting Provider" mean the mail date and/or date the notification was posted to the plan's provider's web portal?</p>	<p>If mailing the decision, the mail date is the decision date. If posting to the provider's web portal or other similar electronic notification method, the date posted is the decision date.</p>
25.	Attachment C Performance Guarantees	PG-17	10	<p>Calculation methodology indicates "<i>The measurement begins from the date Insurer receives the request and ends the date Insurer makes a final decision and communicates such decision to the requesting Provider</i>".</p> <p>Please confirm does "communicates such decision to the requesting Provider" mean the mail date and/or date the notification was posted to the plan's provider's web portal?</p>	<p>See answer to Question #24.</p>

Question #	Document (e.g., ITN, Proposed Contract)	Document Section	Document Page #	Question	Answer
26.	Attachment E Subcontractor Level II Background Screening Waiver Policy	N/A	1	In this statement " <i>Section 4 of the Contract requires Insurer's Subcontractors to perform a level II background screening for all individuals employed, directly or indirectly, who have access to PHI, PII, or financial information</i> " can you please define financial information? Does this mean auditors, banks, accountants, finance team is/are required to undergo background screening?	<p>This sentence has been revised as set forth in Paragraph 6 of ITN Addendum 2.</p> <p>An example of "financial information" is an Enrollee's copayment for a service.</p> <p>See also Paragraph 5 of ITN Addendum 2.</p>
27.	Attachment E Subcontractor Level II Background Screening Waiver Policy	N/A	1	In this statement " <i>Section 4 of the Contract requires Insurer's Subcontractors to perform a level II background screening for all individuals employed, directly or indirectly, who have access to PHI, PII, or financial information</i> " can you please define financial information? How deep into the subcontractor's are background checks required to be (i.e., manager responsible for the account/all staff members)?	<p>The question is unclear.</p> <p>See response to Question #26.</p> <p>The background screening must be conducted for every Person who has Access to PHI, PII, or financial information of an Applicant or Enrollee, regardless of whether the Person is an employee, leased employee, independent contractor, volunteer, or any other agent of an Insurer or Subcontractor.</p>

**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.**