



Florida Healthy Kids Corporation

INVITATION TO NEGOTIATE 2021-300-01

for

Dental Services and Coverage

Proposals Due July 12, 2021

10:00 a.m. Eastern Time

Florida Healthy Kids Corporation
1203 Governors Square Boulevard, Ste. 400
Tallahassee, FL 32301

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1. Introduction

A. Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested insurers to submit proposals to this invitation to negotiate (“ITN”). The purpose of this ITN is to explore the various questions identified in this ITN and to determine through the negotiation process the insurers best qualified to assume the underwriting risk and provide dental services and coverage through the Florida Healthy Kids Children’s Health Insurance Program (CHIP) Plan and the Florida Healthy Kids Full-pay Plan (together, the “Program”).

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.

B. Program Overview

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

- Children’s Medicaid
- Florida Healthy Kids CHIP Plan
- Florida Healthy Kids Full-pay Plan
- MediKids CHIP Plan
- MediKids full-pay, and
- Children’s Medical Services (“CMS”) Health Plan CHIP and Medicaid

The scope of services for this ITN is the **Florida Healthy Kids CHIP Plan and Full-pay Plan dental** components of Florida KidCare. Unless otherwise specified or required by context, references to “Florida Healthy Kids” or “Florida Healthy Kids Program” refer to benefits offered by FHKC.

Florida Healthy Kids provides comprehensive health and dental benefits for children from age 5 through the end of age 18 who do not qualify for Medicaid. Enrollment is open year-round. Families have coverage for months for which they make payments, and skipping months is permitted.

Florida Healthy Kids CHIP Plan

In accordance with state and federal laws and regulations, the Florida Healthy Kids CHIP Plan provides health and dental coverage for all children in the household from age 5 through the end of age 18 whose families exceed the income eligibility threshold for Medicaid, but do not exceed 200 percent of the federal poverty level (“FPL”). Once determined eligible, a child

receives 12 months of continuous coverage unless a family requests a change in eligibility, the child fails to meet certain eligibility requirements, and/or a monthly premium is not paid.

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

Regardless of how many children in the household are covered, families with incomes between 133 percent and 150 percent of the FPL pay \$15 per month, and families with incomes between 150 percent and 200 percent FPL pay \$20 per month. This family contribution entitles enrollees to both the medical and dental services and coverage, and one cannot be gotten without the other.

Currently, two health insurers provide coverage statewide, and an additional health insurer provides coverage in Regions 9, 10, and 11. Dental coverage is carved out, with three statewide dental insurers currently providing coverage.

Florida Healthy Kids Full-pay Plan

The Florida Healthy Kids Full-pay Plan is a CHIP "look-alike" insurance option for children who do not qualify for lower subsidized rates through the Florida Healthy Kids CHIP Plan because their family's income exceeds 200 percent of the FPL. Effective for July 2021 coverage, Full-pay families pay \$243.50 per child per month for medical and dental coverage or \$228.50 per child per month for medical-only coverage. The three statewide, carved-out dental plans are offered in conjunction with the medical coverage, but dental coverage is optional.

Florida Healthy Kids CHIP Plan and Full-pay Plan Enrollment

As of May 2021, there are 132,960 CHIP enrollees and 21,052 Full-pay enrollees. All CHIP enrollees are enrolled in dental coverage. For the Full-pay Plan, 18,543 enrollees are enrolled in dental coverage. Based on official forecasts from March 2021, which assumed that the public health emergency would have ended in May 2021, the annual growth rate of the Florida Healthy Kids CHIP Plan caseload was estimated to be 26.36%¹ percent from July 2021 through June 2022 and 4.97 percent from July 2022 through June 2023. The Full-pay Plan caseload for health coverage was estimated to increase by 7.19 percent from July 2021 through June 2022

¹ Assuming the Public Health Emergency ends, this estimated increase is the projected recovery from disenrollments – mostly moves to Medicaid – resulting from the COVID-19 pandemic.

and by 6.39 percent from July 2022 through June 2023². These estimated growth rates may be modified at subsequent meetings of the [Social Services Estimating Conference](#).

Third Party Administrator (TPA) Responsibilities

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

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

Additional Resources for Respondents

- Attachment 2: FHK Member Demographic Summary for a regional summary of age and gender for CHIP and Full-pay enrollees as of May 2021.
- Additional enrollment data available at <https://www.healthykids.org/data/>.
- FHKC has adopted the Florida Medicaid Regions depicted at https://ahca.myflorida.com/medicaid/statewide_mc/pdf/SMMC_Region_Map.pdf.
- FHKC’s Transition of Care Policy, as referenced in Attachment 1: Draft Contract, section 22.9, is available at <https://www.healthykids.org/resources/quality/contracts/>.
- FHKC’s Uniform Credentialing and Recredentialing Policy, as referenced in Attachment 1: Draft Contract, section 24.2, is available at <https://www.healthykids.org/resources/quality/contracts/>.

C. Definitions and Acronyms

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, Subsection 1.6, attached to this ITN.

For purposes of this ITN, the following definitions apply:

² Social Services Estimating Conference Kidcare Caseload and Expenditures, March 2021

Section 1: Introduction

“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 IssuingOffice@healthykids.org and/or by hand delivery at 1203 Governors Square Boulevard Suite 400, Tallahassee, FL 32301.

“Florida Healthy Kids CHIP Plan” or “FHK CHIP Plan” means the Title XXI authorized Children's Health Insurance Program administered by FHKC.

“Florida Healthy Kids Full-pay Plan,” “FHK Full-pay Plan,” or “Full-pay Plan” means the non-Title XXI Florida Healthy Kids insurance coverage available to children ages five (5) through the end of age eighteen (18) who are ineligible for the Florida Healthy Kids CHIP Plan but who are otherwise eligible for health benefits administered by FHKC.

“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/news/calendar/procurement/>, 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, depending on the context, those parties that either respond to 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.

“Section” or “Subsection” means a section or subsection, as appropriate, of this ITN.

D. Procurement Overview

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

A Respondent’s proposal to this ITN and the submission of any subsequent proposal(s) or best and final offer(s) indicates its understanding and agreement to all requirements, funding contingencies, and procurement rights of FHKC stated in this ITN and any addenda.

The following information may be critical to the development of Respondents’ Responsive proposals:

1. Award Intent

FHKC intends to recommend the award of Contracts to two Respondents statewide but may, at its sole option, award more than two Respondents.

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

2. Funding and Enrollment

Current and future enrollment is contingent upon the continued availability of funding

from multiple sources. Therefore, future enrollment levels cannot be assured. The successful Respondents are not guaranteed any minimum level of enrollment statewide or in any Region.

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.

3. Enrollee Assignment at Transition

FHKC intends to minimize enrollee disruption when transitioning to the Contract. Consequently, FHKC has established an auto assignment process for the transition, as set forth below.

FHKC will make transition assignments using a point in time early enough to allow for enrollee notification and timely delivery of member ID cards. (Children who become eligible for coverage after that point in time will be assigned using a standard round robin assignment process.) In all assignment situations, children in the same family are assigned to the same Insurer, unless otherwise requested by the enrollee. Further, enrollees will be permitted to change Insurers without cause through July 31, 2022. Based on the foregoing, equal allocation of enrollees to Insurers may not be possible.

Enrollee assignment to Insurers at Contract transition will occur **approximately** as follows:

In the event of an award to two plans:

- **Two incumbents:** If incumbent Insurers are awarded Contracts under this ITN for the same Region they currently serve under contract with FHKC, all enrollees in that Region will remain enrolled with their respective incumbent Insurer.
- **One incumbent (fifty percent enrollment or more) and one new Insurer:** If one incumbent Insurer and one new Insurer are awarded Contracts under this ITN for the same Region and the incumbent has fifty percent (50%) or more of the enrollment for that Region, the incumbent Insurer's enrollees will remain enrolled with the incumbent Insurer and all remaining enrollees will be assigned to the new Insurer.
- **One incumbent (less than fifty percent enrollment) and one new Insurer:** If one incumbent Insurer and one new Insurer are awarded Contracts under this ITN for the same Region and the incumbent has less than fifty percent (50%) of the enrollment for that Region, the incumbent Insurer's enrollees will remain enrolled with the incumbent Insurer. Enrollees will be assigned to the new Insurer in the Region until

enrollment reaches the same percentage as the incumbent Insurer. All remaining enrollees will be assigned on a one-to-one basis (but keeping families together) to each Insurer.

- **Two new Insurers:** If neither Insurer in a Region is the incumbent, all enrollees will be assigned on a one-to-one basis (but keeping families together) to each Insurer.

In the event of an award to three plans:

- **Three incumbents:** If incumbent Insurers are awarded Contracts under this ITN for the same Region they currently serve under contract with FHKC, all enrollees in that Region will remain enrolled with their respective incumbent Insurer.
- **Two incumbents and one new Insurer in a Region with three current insurers:** If two incumbent Insurers are awarded Contracts under this ITN for the same Region they currently serve under contract with FHKC, enrollees of the incumbent Insurers in that Region will remain enrolled with their respective incumbent Insurer and enrollment will be allocated as follows:
 - **Two incumbent Insurers, each with thirty-three and one-third percent (33 1/3 %) or more of the enrollment for that Region:** The new Insurer will receive the remaining enrollment.
 - **One incumbent Insurer with more than thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region and one incumbent Insurer with less than thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region:** The new Insurer will receive the remaining enrollment; however, in the event the remaining enrollment exceeds the existing enrollment of the incumbent with less than thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region, the remaining enrollment will be distributed so that such incumbent Insurer and the new Insurer will have an equal percentage of the enrollment for that Region.
 - **Two incumbent Insurers, each with less than thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region:** All Insurers will have thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region.
- **One incumbent and two new Insurers:** If one incumbent Insurer is awarded a Contract under this ITN for the same Region it currently serves under contract with

FHKC and two new Insurers are awarded Contracts under this ITN for the same Region, the incumbent Insurer’s enrollees will remain enrolled with the incumbent Insurer and enrollment will be allocated as follows:

- **Incumbent with more than thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region:** The new Insurers will receive equal amounts of the remaining enrollment for that Region.
- **Incumbent with thirty-three and one-third percent (33 1/3 %) or less of the enrollment for that Region:** All Insurers will receive thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region.
- **Three new Insurers:** If no Insurer in a Region is an incumbent, all enrollees will be assigned thirty-three and one-third percent (33 1/3 %) of the enrollment for that Region.

For information regarding the assignment and enrollee choice process, see Attachment 1: Draft Contract, section 18.7.

E. Anticipated Contract Term

FHKC anticipates that the Contract will be executed before January 2022, allowing the successful Respondent(s) up to six months to implement the Contract resulting from this ITN by July 1, 2022. It is anticipated that the Contract will provide for an initial term of three years and any renewal term for a period of up to two years at FHKC’s sole discretion; however, negotiations may lead to shorter or longer initial and/or renewal terms.

F. 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/news/calendar/procurement/>.

Event	Anticipated Date	Anticipated Time (Eastern)
FHKC releases this ITN	06/14/2021	
Respondent deadline to submit questions regarding the ITN via email to the issuing office	06/18/2021	3:00 p.m.

Section 1: Introduction

Event	Anticipated Date	Anticipated Time (Eastern)
FHKC Posts answers to Respondents' questions at https://www.healthykids.org/news/calendar/procurement/	06/28/2021	
Respondent deadline to submit Letter of Intent	07/02/2021	3:00 p.m.
Respondent deadline to submit proposal	07/19/2021	3:00 p.m.
Evaluations	07/21/2021 through 08/11/2021	
Negotiations	08/23/2021 through 10/06/2021	
Notice of Contract Award – Public Meeting	October 2021	9:00 a.m.
Effective Date of Services	07/01/2022	12:00 a.m.

G. Consultants

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

2. Scope and Goals of the ITN

A. Scope

This procurement document is issued for dental services and coverage for children enrolled in the Florida Healthy Kids CHIP Plan and Full-pay Plan as described in Attachment 1: Draft Contract. The anticipated date Insurers will begin providing services to Enrollees under the Contracts awarded under this ITN is July 1, 2022. FHKC's separate medical plan contracts are not affected by this ITN.

B. Questions Being Explored

Respondents are not to respond directly to these questions. FHKC will use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

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

C. Goals of the ITN

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

1. Promote the best possible quality health care outcomes in the most cost-efficient manner.
2. Drive health care quality improvement and customer service quality improvement for the Program.
3. Establish requirements, processes, and guarantees for Insurer monitoring and accountability.
4. Establish a flexible Contract that provides the ability to effectuate potential policy and Program changes.

3. General Instructions to Respondents

A. Process Overview

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

The evaluation phase involves FHKC's evaluation of proposals. During the evaluation phase, all Responsive proposals will be evaluated to determine which to advance to the negotiation phase.

The negotiation phase involves FHKC's negotiations with Responsive and Responsible 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 Respondents during the negotiation phase. The negotiation team may cease negotiations with any Respondent at any time during the negotiation phase.

After negotiations, the negotiation team intends to recommend to the FHKC Board of Directors or Executive Committee an award of Contracts, identifying the Respondents that provide the Best Value. The FHKC Board of Directors or Executive Committee 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 Board of Directors or Executive Committee issues the final award of Contracts.

At its option, the negotiation team may, without any negotiation, recommend the execution of a Contract or Contracts with any Respondent. Therefore, proposals should be submitted in complete form and pursuant to all terms and conditions as required in this ITN.

B. 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 a Respondent.

Joint ventures and legal partnerships shall be viewed as one Respondent.

Respondents may not submit more than one proposal under multiple entities that coordinate to respond to this ITN or are affiliated and/or linked by shared ownership or controlling interests. FHKC shall make the final determination of such and will notify Respondents of any such situations. After FHKC determines that the Respondents are Responsible, FHKC may request the withdrawal of all but one of the proposals; otherwise, any or all such Respondents may be disqualified from the ITN process, at FHKC's sole discretion.

C. 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 holidays³.

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 IssuingOffice@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.

³ For 2021: May 31, July 5, September 6, November 11, November 25-26, December 23-24, and December 30.

D. Order of Precedence

In the event of conflict in terms among the documents published during this ITN, the following order of precedence shall apply:

- Addenda to the ITN, if any
- This ITN document
- All attachments and appendices to this ITN

E. Letter of Intent and Electronic Access to Secure Partner Connect

Respondents intending to submit a proposal must email a Letter of Intent to IssuingOffice@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); and
- Include the signature of an executive officer representing the Respondent on the organization’s letterhead.

To enable Respondents to electronically submit their proposals, FHKC will establish access to the Secure Partner Connect site by sending an email invitation to the person(s) 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.

F. 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 to IssuingOffice@healthykids.org. The deadline for submitting questions is set forth in Subsection 1.F, Calendar of Events and Deadlines.

Respondents must submit questions in the following format:

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

Responses to all written questions received by the deadline and any resulting revisions to the

Section 3: General Instructions

ITN will be Posted for all Respondents to view. FHKC may consider questions received after the deadline and 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 the ITN. If FHKC determines such information would be beneficial, the information may be Posted.

The ITN, including any addenda, provide the exclusive information and instructions for Respondents to submit proposals. Any other information regarding the submission of proposals provided to or received by a Respondent are not binding on FHKC, and Respondents should not rely on such information.

G. 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:

- a. Respondent shall submit a non-redacted copy of the document or record as follows:
 - i. 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.”
 - ii. For every page containing information that is not trade secret but is otherwise not subject to disclosure, Respondents shall mark such page “**EXEMPT**” in red font, followed by the statutory basis for such claim. For example: “**EXEMPT** pursuant to section 119.071(3)(b), Florida Statutes.”

Section 3: General Instructions

- b. In addition, Respondent shall submit a separate, redacted copy of the document or record as follows:
 - i. The redacted document shall contain the solicitation name, number, and the Respondent's name and shall be clearly titled "Redacted Copy."
 - ii. Documents provided electronically shall contain "REDACTED" at the end of the file name.
 - iii. 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.

2. FHKC's Response to Public Records Requests

Failure to identify and mark such portions of a document or record as directed in Subsection 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.

3. 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 assertions, claims, suits, or proceedings 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.

H. Special Accommodation

Any person requiring a special accommodation because of a disability should notify the procurement office at IssuingOffice@healthykids.org.

I. Cost of Preparation

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

J. 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.

K. 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, Calendar of Events and Deadlines. FHKC may approve such requests upon proof of the impossibility to perform based upon an obvious error as determined solely by FHKC.

L. 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 a proposal. Selection or rejection of a Respondent for award will not affect this right.

M. Subcontracting

Successful Respondents are fully responsible for all work performed under the Contract resulting from this solicitation. Respondents should carefully review the Subcontractor requirements of Attachment 1: Draft Contract.

Respondent must identify subcontractors as required by ITN Subsection 4.D, Tab 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 IssuingOffice@healthykids.org a request to substitute the subcontractor and explain the basis for the substitution of the Subcontractor.

N. 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.

O. 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.

P. 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/or 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.

Q. Rejection of All Proposals

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

R. Withdrawal of ITN

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

S. Reserved Rights after Notice of Award

FHKC reserves the right 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.

T. No Contract until Execution

An award, recommendation of 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.

U. Announcements and Press Releases

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

V. 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 FHKC's action.

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.

4. Submission Requirements

A. Overview

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

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 12 pt. Calibri or Times New Roman font.

B. 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.

Respondent must provide two 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 identify 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.

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Respondent must also upload an electronic copy 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.

C. 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, Calendar of Events and Deadlines, as follows:

1. (i) Two hard-copy proposals (one original and one copy); (ii) one electronic, non-redacted copy; and (iii) one electronic, redacted copy (if applicable), all in the following format:

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- 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 five 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:

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

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

D. Responding to This ITN

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

Tab A: Introduction

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

1. Attachment 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. A copy of Respondent’s Letter of Intent.

Tab B: Minimum Qualifications

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

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

1. Respondent confirms that it will be able to provide all required dental services to all Enrollees, as applicable, beginning July 1, 2022 in the manner specified in this ITN.
 Yes No
2. Respondent agrees that its proposal is **not** contingent upon being the only Insurer offered in a Region.
 Yes No

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3. Respondent agrees that its proposal is **not** contingent upon having any minimum enrollment requirements.

Yes No

4. Respondent is registered or certified as required by Florida law by the Florida Office of Insurance Regulation and/or by AHCA to operate as an insurer or managed care organization in every Florida county. Respondent must submit proof of such registration or certification in this Tab, labeled “[Company Name] Minimum Qualification 3.”

Yes No

5. Respondent possesses a current dental plan accreditation from an independent accreditation organization, such as the National Committee for Quality Assurance or Utilization Review Accreditation Commission. Respondent must submit proof of such accreditation in this Tab, labeled “[Company Name] Minimum Qualification 5.”

Yes No

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

Yes No

7. Respondent has at least five years of experience in providing insured dental benefits within Medicaid or CHIP to more than 30,000 covered lives monthly. (A Respondent that is a joint venture or legal partnerships satisfies this requirement if all entities would individually meet this requirement.)

Yes No

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

Yes No

Tab C: Profile of Respondent

Tab 1: Corporate Profile

Respondent must provide a response to each of the following requests for information. Respondent must reproduce verbatim each item into its proposal and then respond to the item using at least 12 pt., blue or black Calibri or Times New Roman font.

Respondent must limit the total number of pages to respond to Items 1-9 in Tab 1 to five, two-sided pages (equal to 10 single-sided pages). Items 10 and 11 do not count against this page limit.

1. Describe Respondent's corporate profile and experience, including any experience Respondent has providing insured dental benefits and member services for Medicaid, CHIP, or similar programs.
2. List other clients of Respondent for whom Respondent has provided insured dental benefits and member services for Medicaid, CHIP, or similar programs within the last five years.
3. List **all** current accreditations and certifications and the conferring independent accreditation organizations.
4. 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.
5. Indicate whether rental networks will be used under this Contract. If so, describe the purpose and location of such rental networks and whether Respondent is currently utilizing the proposed networks to provide services to any client.
6. 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, the parties involved, what occurred, and the ultimate outcome.
7. Provide information regarding the location(s) where services will be provided if Respondent is awarded the Contract.
8. Describe any services provided through telework as "telework" is described in section 5.6 of Attachment 1: Draft Contract. Describe the conditions under which individuals are permitted to telework (e.g., normal operations, disasters, outstanding performance, medical leave), existing security policies, and how Respondent ensures compliance with security policies.

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9. Describe Respondent’s approach to disaster recovery and its business continuity and contingency plans, including:
 - a. Summary of business continuity plan;
 - b. How often Respondent’s computer systems backup and disaster recovery procedures are tested;
 - c. When the systems were last tested end-to-end and a summary of the results; and
 - d. Alternative locations for services if natural or manmade disasters occur where primary services are conducted.
10. On a separate page or pages, list every security incident Respondent has experienced within the last three years that were reported by Respondent or reported on behalf of Respondent to the Centers for Medicare and Medicaid Services. The list must include the number of security incidents that occurred, how many individuals were impacted per occurrence, a summary of each security incident, and an explanation of how Respondent handled each security incident. For purposes of this paragraph, “security incident” means the successful (i) unauthorized Access, use, disclosure, modification, or destruction of any Protected Health Information, electronic or otherwise; (ii) unauthorized electronic or physical Access to Respondent’s call center and/or data center; and/or (iii) unauthorized interference with business or system operations. This response does not count toward the overall page limit for this section.
11. 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. If Respondent has not undergone such a security risk assessment, Respondent should indicate as such and describe any plans for conducting such an assessment. This response does not count toward the overall page limit for this section.

Tab 2: Financial Solvency

Respondent must provide documentation of the financial solvency of the organization, including audited financial statements for the organization’s two most recent fiscal years. If the organization’s two most recent fiscal years ended within 120 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

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consider the two immediately preceding fiscal years as the most recent. If audited financial statements for the organization's two most recent fiscal years do not exist, Respondent must submit an audited financial statement that encompasses the organization's two most recent fiscal years.

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

For any Respondent that submitted audited financial statements for its parent entity, FHKC must be satisfied that that Respondent's parent entity is committed to maintain Respondent's financial viability through the life of the Contract.

Tab 3: Staffing

Respondent must provide its corporate organizational chart and identify and provide resumés for key staff members who would have responsibilities if awarded this Contract, including but not limited to the executive sponsor; the contract manager; the member services manager; the clinical specialist; the compliance manager; and the finance senior manager, director, or officer. If certain positions are not filled when Respondent submits its proposal, provide a position description and the date the position is expected to be filled.

For the contract 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 contract 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 4: Conflict of Interests Disclosure

Respondent must review Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations and disclose any real or apparent potential conflict of interest pertaining to 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 6: Conflict of Interest Disclosure Certification in its entirety.

Tab 5: References

Respondent must provide at least three references with whom Respondent has contracted within the past two years to provide dental services and coverage to a population similar to FHKC’s or equivalent premium volume.

FHKC may contact each reference. Respondent should **not** send the reference form to its references. Respondent must complete the table on the next page for three references in its response to this Tab. Respondent may not use FHKC as a reference.

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Reference Form

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

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Tab 6: Subcontractors

Respondent must complete the table below for each subcontractor that Respondent proposes to perform any 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

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 ⁴ requirements	

⁴ Health Information Technology for Economic and Clinical Health (HITECH) Act

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

Respondent must complete Attachment 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion and submit it under this Tab.

Tab 8: Privacy and Security Questionnaire and Attestation

Respondent must complete Attachment 8: Privacy and Security Questionnaire and Attestation and submit it under this Tab.

Tab 9: Network Information—Affiliated Entities

Under this Tab, Respondent must identify and disclose any network Providers or facilities identified in Attachment 9: Network Information that are owned or operated by Respondent, Respondent’s parent company, or Respondent’s subsidiary.

If this section does not apply to Respondent, Respondent must state in this Tab that no such relationships exist between Respondent and any Providers or facilities regarding Respondent’s proposal.

Tab 10: Ownership and Control Interest

As set forth in 42 CFR §§ 457.1285, 438 subpart H, and 455.104, Respondent must provide information for all persons, including individuals and corporations, who have an ownership or control interest in the Respondent and/or any of Respondent’s subcontractors, as well as information for managing employees of the Respondent and/or any of its subcontractors.

Respondent must complete and submit Attachment 10: Ownership and Control Interest in native file format and label its submission as “[Company Name] Attachment 10: Ownership and Control Interest.” Respondent should **not** include a hard copy with its proposal.

Tab D: Technical Information

Respondent must provide a response to each request for information for Items 1-19.

For all proposals:

- Except as otherwise indicated by the text, each item requests information pertaining to Respondent’s performance under the Contract should Respondent succeed in this solicitation. If a response to an item is not applicable to Respondent’s proposed

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performance under the Contract, Respondent must clearly identify as such. Respondent **must** reproduce each item verbatim and respond to all items in its proposal;

- Respondent **must** use blue or black, 12 pt. Calibri or Times New Roman font;
- Respondent **must** limit the total number of pages to respond to **all** items to **no more than 50**, two-sided pages (equal to 100 single-sided pages); fewer than 50, two-sided pages is acceptable.
- Respondent should read all items before preparing responses;
- Respondent should avoid using boilerplate responses and excess marketing information;
- The responses to the following items do not count toward the page limit, as described in each item: 15.c (specific to the CAHPs results page), 15.d (specific to the HEDIS results page), and 19 (specific to the implementation plan)
- Each letter of each numbered item in this subsection will be scored as described in Section 7, Evaluation of Proposals.

Items:

1. **Business Model.** Describe the following characteristics of Respondent's business model:
 - a. The value enhancements Respondent is offering in its proposal at no cost to Enrollees or FHKC, such as enhanced benefits, services, and/or programs;
 - b. As allowed under current law, innovative approaches FHKC could consider to manage enrollee health risk and mitigate rising health care costs, including return on investment based on actual experience in Respondent's book of business, and impacts on enrollee health based on Respondent's book of business claims experience trend;
 - c. Any specialized pediatric or adolescent programs available to enrollees and how these programs would be beneficial to enrollees and to the Program;
 - d. Attributes that set Respondent apart from other dental insurers; and
 - e. Expectations for the future direction and innovations of Respondent's organization.
2. **Experience.** Describe Respondent's experience in providing dental services and coverage related to the following:

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- a. Type of dental plan administered (e.g., CHIP, employer group, self-insured group, individual, including any plan focusing on children’s health;
 - b. Number of lives covered;
3. **Provider Quality Management.** Describe Respondent's network management policies and procedures regarding the following:
- a. Provider quality measures and controls;
 - b. Financial incentives or disincentives to network Providers tied to utilization goals, specialty referrals, quality of care outcomes, or other performance results and risk sharing arrangements. Explain how financial incentives are paid, if applicable;
 - c. Process to perform Provider analysis or other quality measures to identify Providers with patterns of over- or under- treatment to enrollees and the actions taken to address such patterns;
 - d. How Respondent monitors waiting times for patients seeking appointments, including the number of days between the date an appointment is made and the date of the actual visit for both routine care and urgent care;
 - e. Reasons for enrollee dissatisfaction with the network or Providers, steps taken to improve or correct such reasons, and how the level of enrollee satisfaction prompts changes in the network contracting strategy;
 - f. How Provider satisfaction is measured; and
 - g. Network Providers offering After-hours Services; and
 - h. Providing enrollees access to services outside of the network when appropriate.
4. **Provider Education.** Describe Respondent’s strategies for educating Providers on programs and processes, including:
- a. Provider education programs, including the structure, content, and frequency of provider visits, as well as specific education on prior authorization requirements and other plan-specific benefits and processes;
 - b. Consequences to which Providers will be subject for failure to obtain prior authorization and to adhere to utilization management policies; and

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- c. Respondent's Provider portal, what information Providers can access, and administrative activities Providers can perform.
5. **Network Contracting.** Describe Respondent's network development model and contracting strategy in Florida, including:
 - a. Strategy for contracting with "reluctant" providers (i.e., those who do not want to be a part of a Medicaid or CHIP network);
 - b. Strategy for providing access to services in specialties, such as orthodontics;
 - c. How the geographic distribution of the Program's covered population impacts the network development model and contracting strategy;
 - d. Stability of the network (e.g., annual dentist turnover – gross, not net of additions); and
 - e. The Provider credentialing process.
6. **Security Compliance.** Describe the protocols in place that ensure PHI remains secure, including:
 - a. Activities to ensure confidentiality and compliance with HIPAA; compliance activities related to the HITECH Act; notification, reparation, and resolution protocols when a breach of PHI is discovered.
7. **Security Monitoring.** Describe the policies, processes, and procedures for security monitoring, including:
 - a. Monitoring of all electronic systems and personnel, including any security protocols for call center employees, correspondence tracking system and process, and electronic systems that access or store PII or PHI Data;
 - b. Established processes and fail safes to mitigate breaches; and
 - c. Protocols that ensure no offshoring of, or offshore Access to, any PII or PHI Data.
8. **Claims Processing.** Describe claims processing, including:
 - a. Year-to-date targets and actual statistics across Respondent's book of business for clean claims processing turnaround time and accuracy;
 - b. Protocols and/or tools to ensure claims are processed accurately and timely;

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- c. Coordination of benefits with medical plans and other dental insurers, as well as third-party liability monitoring, pursuit, and recoveries; and
- d. Procedures for handling and resolving claim inquiries from enrollees.

9. **Clinical Services.** Describe Respondent's clinical services, including:

- a. The utilization controls used to reduce the number of unnecessary services performed;
- b. The procedure for handling emergency admission requests;
- c. How gaps in care are identified and addressed;
- d. Handling requests for second opinions;
- e. How reminders are sent to patients and/or dentists to encourage appropriate health actions; and
- f. How children potentially eligible for the CMS Health Plan are identified and referred or directed.

10. **Care Management Programs.** Describe Respondent's care management programs and services, including:

- a. Training, minimum qualifications, experience, and projected turnover of the care management staff that would be assigned to the Contract; and
- b. Care management model, processes, and programs.

11. **Coordinated Care.** Describe Respondent's approach to coordinating care, including:

- a. Current and planned support of care integration models (e.g., enhanced collaboration between providers, colocation of dentists with primary care providers, etc.) and outcomes monitoring; and
- b. What happens to enrollees receiving ongoing treatment from a network provider who terminates a contract with Respondent.

12. **Enrollee Education.** Describe Respondent's strategies for enrollee education, including:

- a. Activities Respondent uses to welcome, engage, and educate new enrollees about plan benefits, preventive care, access to services, referrals, and the prior authorization process, including how Respondent measures the success of these activities and adjusts them to improve results;

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- b. Retention efforts to maintain enrollment;
- c. Communications to enrollees about provider network changes, primary care provider transitions, and alternative service delivery methods, such as telehealth; and
- d. How Respondent would assist FHKC in conducting outreach potential enrollees for enrollment efforts.

13. Program Integrity and Audits. Describe Respondent's program integrity and audit policies and procedures, including:

- a. Ability to recognize and address Fraud, Waste, and Abuse;
- b. Internal audit staff duties, how frequently internal audits are performed, and how frequently claims processing function audits are performed by an external auditing firm;
- c. The percentage of claims subject to internal audit and how these claims are selected and the typical audit size.

14. Quality Programs and Assessment. Describe Respondent's quality programs and assessments thereof, including:

- a. Quality assurance programs with emphasis on pediatric and adolescent programs;
- b. Assessment and annual revision of Respondent's quality improvement plan;
- c. How Respondent measures the quality of care received by enrollees;
- d. Any quality improvement initiatives undertaken in the last 12 months;
- e. Approach to assessing the effectiveness of Respondent's quality management programs for both clinical services within the network and administrative operations of the insurer; and
- f. Role and content of quality management training programs for Respondent's staff and for network Providers and their administrative staff.

15. Quality Protocols. Describe how Respondent complies with federal protocol reporting requirements, including:

- a. Resources and staffing structure Respondent will use to work with FHKC's contracted external quality review organization;

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- b. Performance improvement project initiatives, measured success, and full integration of quality improvement into Respondent's business or clinical management practices;
- c. Past performance on Consumer Assessment of Healthcare Providers and Systems ("CAHPS") measures for similar populations. Respondent must submit a one-page overview of Respondent's most recent CAHPS results for a similar population. This overview need only include the measure, the result, and any clarifying information needed about the measurement population. This single page does not count towards the overall page limit for this section. Respondent should submit the one-page overview on the page following the page on which the response to item 15 is provided; and
- d. Past performance on Healthcare Effectiveness Data and Information Set ("HEDIS") measures for similar populations. Respondent must submit a one-page overview of Respondent's most recent HEDIS results – this overview need only include the measure, the result, and any clarifying information needed about the measurement population. This single page does not count towards the overall page limit for this section. Respondents should submit the one-page overview on the page immediately following the one-page overview of Respondent's most recent CAHPS results.

16. Call Center. Describe Respondent's customer service call center, including:

- a. Location of call center, hours of operation, how assistance during after-hours or holidays is provided, and how rollover calls are handled;
- b. Current training, minimum qualifications, experience, and turnover of representatives over the past three years, and number of dedicated representatives Respondent would assign to FHKC's account; and
- c. Call recording system, documentation of calls, and the timeframe and manner in which Respondent would furnish call recordings or notes to FHKC, if requested.

17. Call Center Monitoring. Describe how Respondent's customer service call center quality is monitored, including:

- a. Quality assurance monitoring, including corrective action, and evaluation criteria;
- b. Customer satisfaction survey methodology and most recent annual survey with results from a group similar in size and composition to the Program;

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- c. Any quality improvement activities initiated as a result of enrollee satisfaction surveys and complaints; and
- d. Year-to-date call targets and actual statistics (e.g., abandonment rate, speed to answer) across Respondent's book of business.

18. Call Center Services. Describe services provided by Respondent's customer service call center, including:

- a. Languages customer service unit can support (other than English) and how that support is provided (i.e., language line or call center representatives);
- b. Online chatting, email capabilities, and other electronic access capabilities used by customer service representatives;
- c. Interactive voice response system self-service options and the customer's ability to select a live representative;
- d. Respondent's allocation of customer service representatives to clients; and
- e. Services enrollees or Applicants can access via the web, mobile-optimized website, or applications, and any future initiatives if not yet implemented.

19. Implementation Plan. Provide a detailed implementation plan as described in Attachment 1: Draft Contract, section 12.3, that clearly demonstrates Respondent's ability to meet FHKC's requirements for the successful implementation of the Contract by the Effective Date of Services.

- a. Include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks, beginning with the Contract award and continuing through the Effective Date 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.
- b. Indicate the critical dates that must be met to keep the implementation plan on schedule. Include the processes that shall be reviewed, including system testing, information required from the incumbent insurer(s), historical claims data and format, and plan documents. Describe any anticipated major transition issues during implementation. Identify the type and length of any support tasks that would continue past the Effective Date of Services.

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

5. Rate Submission

Respondent must read and follow the submission instructions in Attachment 3: Rate Submission. Respondent is required to submit fully completed Attachment 3 for each tab in Excel format and label its submission as “[Company Name] Attachment 3: Rate Submission”.

To develop its response to Attachment 3: Rate Submission, Respondent must use Attachment 11: FHK Databook; however, if Respondent is an incumbent vendor, Respondent has the option to use either Attachment 11: FHK Databook or its own experience. An incumbent Respondent must indicate in its actuarial memorandum which data set is used to develop its rate submission.

The person identified in the Letter of Intent as having access to the Secure Partner Connect site must upload Respondent’s response to Attachment 3: Rate Submission, in Excel format, by the deadline to submit proposals specified in Subsection 1.F, Calendar of Events and Deadlines. Attachment 3: Rate Submission should **not** be included with the hard-copy proposal.

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

Notwithstanding any language in this ITN to the contrary, this item is mandatory and must be submitted by the deadline to submit proposals specified in Subsection 1.F, Calendar of Events and Deadlines. Failure to provide all the information required for Attachment 3: Rate Submission may result in rejection of Respondent’s proposal.

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6. Network Access

Respondent must submit the access rate by county for each provider type (pediatric dentist, general dentist, and orthodontists) by time and distance and urban and rural measurements. This item will not be scored but is mandatory.

Respondent must read and follow the submission instructions in Attachment 9: Network Information. Respondent is required to submit fully completed Attachment 9 for each tab in macro-enabled Excel file format and label its submission as “[Company Name] Attachment 9: Network Information”.

The person identified as having access to the Secure Partner Connect site must upload this file by deadline to submit proposals specified in Subsection 1.F, Calendar of Events and Deadlines. Respondent should **not** include a hard copy with its proposal.

Notwithstanding any language in this ITN to the contrary, this item is mandatory and must be submitted by the deadline to submit proposals specified in Subsection 1.F, Calendar of Events and Deadlines. Failure to provide all the information required for Attachment 9: Network Information may result in rejection of Respondent’s proposal.

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7. Evaluation of Proposals

FHKC will evaluate the proposals of all Responsive and Responsible Respondents as set forth 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.

A. 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. 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.

Section 7: Evaluation of Proposals

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

All evaluator points for a Respondent will be summed. Each Respondent's total points will be weighted at fifty percent (50%) of the overall score (i.e., 50 points out of a possible 100 points), and each Respondent will receive a proportionate number of points in comparison to the highest earned score, calculated as $(\text{Respondent's total}/\text{highest total}) \times \text{weighted percentage} = \text{technical response score}$.

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, which is the weight. The table below shows how the technical response scores are calculated for this example.

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

B. Scoring Rate Submissions

Each Respondent's Attachment 3: Rate Submission will be scored on a statewide per member per month ("PMPM") basis. Respondent will submit rates for each Region which will auto-populate a statewide rate in the completed Attachment 3: Rate Submission; FHKC will use these Regional rates to determine the overall statewide PMPM based on the Regional distribution of enrollees.

The rate submission will be weighted at fifty percent (50%) of the overall score (i.e., 50 points out of a possible 100 points), and each Respondent will receive a proportionate number of points in comparison to the lowest rate, calculated as $(\text{lowest rate}/\text{Respondent's rate}) \times \text{weighted percentage} = \text{rate submission score}$.

For example, Respondent A's statewide PMPM premium is \$20, Respondent B's statewide PMPM premium is \$13, and Respondent C's statewide PMPM premium is \$15. The lowest premium, \$13, is divided by Respondent's premium and then multiplied by the weight, which is 50. The table below shows how the rate submission scores are calculated for this example.

Section 7: Evaluation of Proposals

	Respondent A	Respondent B	Respondent C
Calculation	$(13/20)*50$	$(13/13)*50$	$(13/15)*50$
Weighted Score	32.5	50	43.3

C. Calculation Methodology for Overall Scores

To determine the overall score, each Respondent’s weighted rate submission score and weighted technical response score will be summed. Using the examples above, the overall score for the Respondents would be calculated as follows:

	Respondent A	Respondent B	Respondent C
Technical Response Score	50	41	48
Rate Submission Score	32.5	50	43.3
Overall Score	82.5	91	91.3

D. Determination of Respondents that Advance to Negotiations

Using the results from the Calculation Methodology for Overall Scores, FHKC will determine those Respondents that fall within the competitive range of Respondents reasonably susceptible of award. FHKC will select for negotiations the Responsive and Responsible Respondents within the competitive range.

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8. Negotiations and Award

A. 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 award recommendations 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 award recommendations to the FHKC Board of Directors or Executive Committee.

The goal of the negotiation phase is to enable the negotiation team to determine which Respondents offer Best Value to FHKC and to finalize the terms and conditions of the Contract.

The negotiation team will make a recommendation of awards 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 this ITN;
- 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 as 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.

Section 8: Negotiations and Award

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, Mercer, Qsource, 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 and/or SMEs 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 contract 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 Respondents that provides Best Value.

B. 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 demonstrations; additional negotiations; or fact-finding, assessments, or site visits by the negotiation team or SMEs.
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.

C. Award

After conducting negotiations, the negotiation team will make a recommendation as to the awards that 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 award recommendations to the FHKC Board of Directors (“Board”) or Executive Committee for approval. If the Board or Executive Committee approves the negotiation team’s award recommendations, FHKC will Post a Notice of Contract Award. If the Board or Executive Committee does not approve the negotiation

Section 8: Negotiations and Award

team's award recommendations, 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.

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9. Attachments

Following are the attachments to this ITN:

- Attachment 1: Draft Contract – provided as separate documents:
 - Attachment 1: Draft Contract
 - Attachment A: Benefit Schedule
 - Attachment B: BAA
 - Attachment C: PGs
 - Attachment D: Reports and Deliverables
 - Attachment E: Subcontractor Level II Background Screening Waiver Policy
- Attachment 2: FHK Member Demographic Summary – provided as a separate spreadsheet
- Attachment 3: Rate Submission – provided as a separate spreadsheet
- Attachment 4: Proposal Cover Sheet – included in this section
- Attachment 5: Certification Regarding Lobbying – included in this section
- Attachment 6: Conflict of Interest Disclosure Certification – included in this section
- Attachment 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – included in this section
- Attachment 8: Privacy and Security Questionnaire and Attestation – included in this section
- Attachment 9: Network Information – provided as a separate spreadsheet
- Attachment 10: Ownership and Control Interest – provided as a separate spreadsheet
- Attachment 11: FHK Databook – provided as separate documents

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Attachment 4: Proposal Cover Sheet

[Company Logo, optional]

Proposal for the Florida Healthy Kids Corporation

Invitation to Negotiate 2021-300-01 for Dental Services and Coverage

[Date Submitted]

[Total Number of Pages Including this Page]

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

[FEID Number]

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

[Name of Person Submitting This Proposal]

[Street Address]

[City, State and ZIP Code]

[Phone Number]

[Toll-free Number, if available]

[Email Address]

[Fax Number]

Attachment 4: Proposal Cover Sheet

I attest that, to the best of my knowledge, the data, documentation, and information provided in [Respondent]’s response to ITN 2021-300-01 – Dental Services and Coverage 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 other entity submitting a proposal and is, therefore, in all respects fair and without collusion or fraud.

I agree to abide by all terms and conditions of the Invitation to Negotiate and the conditions of this proposal. I certify that I am authorized to sign this proposal for Respondent and that Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements.

Signature of Individual Authorized to Bind Respondent

Date

Printed Name

Title

I have attached a copy of [Respondent]’s current organization chart and, if the attestation is signed by a person other than the chief executive officer or chief financial officer, written documentation of delegated authority.

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: _____

Attachment 4: Proposal Cover Sheet

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

PRIMARY CONTACT:	
Title:	
Address:	
Phone Number:	
Email Address:	
Fax Number:	

SECONDARY CONTACT:	
Title:	
Address:	
Phone Number:	
Email Address:	
Fax Number:	

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Attachment 5: Certification Regarding Lobbying

Respondent: _____

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 6: Conflict of Interest Disclosure Certification

Respondent: _____

To respond to this solicitation, Respondents have the burden to diligently investigate, disclose, and timely challenge any real, apparent, or potential conflict of interest pertaining to any person or entity identified in Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations (“Appendix A”).

RESPONDENT’S DISCLOSURE OF CONFLICT OF INTEREST

If Respondent has a real, apparent, or potential conflict of interest with any person or entity identified in Appendix A, Respondent must disclose the conflict of interest in the table below, adding rows as necessary. For purposes of this Attachment 6: Conflict of Interest Certification, 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.

Type of Relationship (Business, Personal)	Name of Entity or Individual	Status of Entity or Individual (Current Contractor, Board Member, Enrollee, etc.)	Term of Relationship

If Respondent does not have a real, apparent, or potential conflict of interest pertaining to any person or entity identified in Appendix A, Respondent must agree to the following statement and check the box:

- To the best of my knowledge, no real, apparent, or potential conflict of interest exists between Respondent and any individual or entity identified in Appendix A.

Attachment 6: Conflict of Interest Disclosure Certification

PROTESTING CONFLICTS OF INTEREST

Respondent must timely file a protest of the ITN specifications in order to challenge the participation in this procurement by any person or entity identified in Appendix A.

 Signature of Individual Authorized to Represent Respondent Date

 Printed Name Title

Name of Entity and Business Address:

Attachment 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

INSTRUCTIONS

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

Attachment 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

CERTIFICATION

[Respondent 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:

Attachment 8: Privacy and Security Questionnaire and Attestation

Florida Healthy Kids Corporation (FHKC) is committed to protecting the privacy and security of its members' information. If awarded a contract under this solicitation, Respondent would create, receive, maintain, or transmit protected health information (PHI) on behalf of FHKC, and Respondent would be expected to meet regulatory requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In order to obtain satisfactory assurance that Respondent can meet expectations of HIPAA, Respondent is required to complete this Privacy and Security Questionnaire and Attestation.

Instructions

An authorized representative, as identified by Respondent (e.g., Chief Executive Officer, President, Compliance Officer, Chief Operating Officer, Chief Medical Officer) must attest that the Organization has specified HIPAA Privacy and Security policies, procedures, and practices in place. The authorized representative must complete all sections of this attestation, sign, and return this attestation.

For each question below, please place a "checkmark" in the box to indicate the process is in place at your organization.

In the event you do not place a "checkmark" in the box for any of the questions, please briefly describe on this form how Respondent intends to comply with the requirement if awarded a contract. If a question is not applicable, please indicate as such.

Section I: Designated Officials

Respondent has a designated information security official or person assigned to oversee Respondent's information security pursuant to 45 CFR 164.308(A)(2).

Please provide the individual's name and title: _____

Respondent has a designated privacy official or person assigned to oversee Respondent's privacy 45 CFR 164.530(a)(1).

Please provide the individual's name and title: _____

Respondent has a designated compliance official or person assigned to oversee the prevention and detection of wrongdoing by employees at the organization.

Please provide the individual's name and title: _____

Section II: Policies and Procedures

Respondent maintains a documented information security policy or policy set pursuant to 45 CFR 164.316.

Attachment 8: Privacy and Security Questionnaire and Attestation

- Respondent maintains a documented privacy policy or policy set pursuant to 45 CFR 164.530(i).
- Respondent has a policy prohibiting retaliation for good-faith reports of compliance, privacy, and/or security violations.
- Respondent has policies and procedures covering the secure disposal of PHI and/or electronic PHI (ePHI) pursuant to 45 CFR 164.310(d)(2).
- Respondent requires all employees formally acknowledge and agree to information security and privacy policies and procedures.
- Respondent requires all employees periodically re-acknowledge acceptance of policy requirements.

Section III: Training and Education

- Respondent requires new staff members to be trained on privacy and information security principles pursuant to 45 CFR 164.530(b).
- Respondent requires all employees to undergo annual privacy and information security training pursuant to 45 CFR 164.530(b).
- Respondent maintains documentation to confirm each workforce member has completed his or her training pursuant to 45 CFR 164.530(b).
- Respondent provides periodic reminders to reinforce security awareness training.

Section IV: Disciplinary Action

- Respondent has a process to discipline employees who commit privacy and/or security violations pursuant to 45 CFR 164.530(e)(i).
- Respondent maintains documentation of any disciplinary action taken against an employee for privacy and/or security violations.

Section V: Monitoring

- Respondent maintains mechanisms to allow individuals to report potential compliance or potential HIPAA violations. Reporting mechanisms can include hotline, phone line, email, oral, etc.

Attachment 8: Privacy and Security Questionnaire and Attestation

- Respondent maintains a defined process to address security incidents and data breaches pursuant to 45 CFR 164.308(a)(6)(i).
- Respondent maintains documentation of investigations and resolution of security incidents and data breaches.
- Respondent maintains a contingency plan for emergencies pursuant to 45 CFR 164.308(a)(7).
- Respondent has implemented identity management and access controls to protect access to its network pursuant to 45 CFR 164.310.
- Respondent has implemented hardware, software and/or procedural mechanisms to record and examine access and other activity in information systems pursuant to 45 CFR 164.310.
- Respondent has implemented technical security measures to guard against unauthorized access to data that is transmitted over an electronic network pursuant to 45 CFR 164.310.

Section VI: Auditing and Assessing

- Respondent is audited and/or certified by recognized security standards (e.g., ISO 2700, MARS-E, SOX, SOC2, HITRUST).

If your organization is audited or certified by a third party, please include a copy of the most recent relevant reports or certification along with your response to this Attachment 8.

- Respondent performs audits of its privacy standards and controls.

Please provide the date of most recent audit: _____

- Respondent performs audits of its information security standards and controls.

Please provide the date of most recent audit: _____

- Respondent performs formal risk assessments to better understand the risk landscape and identify threats to the organization pursuant to 45 CFR 45 CFR §164.308.

Please provide the date of most recent risk assessment: _____

Please provide the frequency at which risk assessments are performed: _____

- Respondent documents remediation plans or corrective action plans to address deficiencies in audits or assessments.

Attachment 8: Privacy and Security Questionnaire and Attestation

Section VII: Subcontractors

- Option 1** - Respondent does not use subcontractors.
- Option 2** - Respondent uses subcontractors.

Section VIII: Record Retention

- Respondent agrees to retain records related to information security and privacy for at least 10 years, from either the date of creation, or the last “effective date,” whichever is later to meet requirements for the HIPAA privacy and security rules.

Section IX: Signature

I attest, as Respondent’s authorized representative, that the statements above are true and correct to the best of my knowledge.

Signature

Print name

Click here to enter text.

Title

Click here to enter text.

Organization name

Click here to enter text.

Address

Click here to enter text.

City, State, ZIP

Code

Click here to enter text.

Date

Click here to enter a date.

10. Appendices

Following are the appendices to this ITN:

- Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations as of June 1, 2021– included in this section
- Appendix B: FHKC Procurement Protest Procedures – included in this section
- Appendix C: Additional Instructions to Respondents – included in this section

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Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations as of June 1, 2021

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
- Paul O. Burns, Ed.D. – Deputy Chancellor of Educator Quality, Florida Department of Education
- Dave Eggers: Commissioner, Florida Associations of Counties
- Andrea Gary: Director, Office of Children’s Medical Services, Department of Health
- Robert Karch, M.D., M.P.H., FAAP.: Deputy Secretary for Children’s Medical Services, Florida Department of Health
- Shevaun Harris: Secretary, Department of Children and Families
- Simone Marstiller: Secretary, Agency for Health Care Administration
- TBD: Medicaid Program Representative, Agency for Health Care Administration
- Amra Resic, M.D., FAAFP: Family Physician, BayCare Medical Group
- Tommy Schechtman, M.D.: Florida Pediatric Society

Ad Hoc Members

- Jeffrey Brosco, M.D., Ph.D.: Developmental-Behavioral Pediatrics
- 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
- Paul O. Burns, Ed.D.: Deputy Chancellor of Educator Quality, Florida Department of Education
- Shevaun Harris: Standing Secretary, Agency for Health Care Administration
- Pat Smith: Community Relations Director, Florida Department of Children and Families
- Amra Resic M.D., FAAFP: Family Physician, BayCare Medical Group
- Melanie Hall, *nonvoting member*: Executive Director, Family Healthcare Foundations
- 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

Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations as of June 1, 2021

Finance and Contracting Committee Members

- Philip Boyce: Florida Hospital Association, Chair
- Paul Whitfield: Director of Accounting & Auditing, Department of Financial Services, Vice-Chair
- Ray Berry: Chief Executive Officer, Health Business Solutions
- Dave Eggers: Commissioner, Florida Associations of Counties
- Roz Ingram: Director of State Purchasing, Department of Management Services
- Celeste Pullen: Associate Director, Finance & Administration, Florida State University

Operational Efficiency & Quality Committee Members

- Jeffrey Brosco, M.D., Ph.D.: Developmental-Behavioral Pediatrics, 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
- Tommy Schechtman, M.D.: Florida Pediatric Society
- Rachel LaCroix, *nonvoting member*: AHC Administrator, Agency for Health Care Administration

FHKC Staff

- Ryan West, Chief Executive Officer
- Gavin Burgess, Chief Legal Officer
- Ashley Carr, Chief Marketing Officer
- Jeff Dykes, Chief Financial Officer
- Austin Noll, Chief Operating Officer
- Laura Kreps, Director of Administration
- Ginger Harris-Ducher, Director of Accounting
- Jack McDermott, Director of Research Planning and Project Management
- Brock Juarez Director of Corporate and Strategic Initiatives
- Amy Bogner, Deputy Director of Marketing and Communications
- Lindsay Lichti, Deputy Director of Plan Management
- Debbie Shoup, Deputy Director of TPA Management
- Heather Napolitano, Event Coordinator and Executive Office Liaison
- Hugh Black, Accountant
- Jena Grignon, Community Engagement Advisor

Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations as of June 1, 2021

- Gabi Lara, Outreach Specialist
- Katie Fuller, Plan Manager
- Suzetta Furlong, Director of Program Management
- Claire Johnson, Plan Manager
- Amber Moore, Senior TPA Compliance Analyst
- Alex Villota, TPA Compliance Analyst
- David Tillotson, Systems Quality Manager
- Tiffany Nelsen, Operations Support Manager

Organizations

Throughout the procurement process, FHKC intends to rely on legal, actuarial, consulting, and/or network access analyses services performed by the following entities:

- Mercer, LLC
- Qsource
- Quest Analytics, LLC.
- Dean Mead

Appendix B: FHKC Procurement Protest Procedures

I. STANDARDS FOR PROTEST

1. 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.
2. The protesting party has the burden of proof based on the preponderance of the evidence standard.
3. The protesting party must prove the FHKC Intended Decision was illegal, arbitrary, dishonest, or fraudulent. Additionally, the protesting party must prove:
 - (a) 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
 - (b) 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

- 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 holidays⁵. A party must have standing to challenge the FHKC Intended Decision.
- 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.

⁵ For 2021: May 31, July 5, September 6, November 11, November 25-26, December 23-24, and December 30.

Appendix B: FHKC Procurement Protest Procedures

An original cashier's check, official bank check, or money order must be Filed in the same fashion as a protest bond.

- 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.
- 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 IssuingOffice@healthykids.org.
- The protesting party shall be responsible for all costs associated with the impartial decision maker.
- 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:

- (a) Post the notice of intent to protest in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted.
- (b) 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.
- (c) 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. Upon the Filing of a notice of intent to protest, the cone of silence set forth in subsection 3.C of this ITN is modified to allow the parties to resolve the

Appendix B: FHKC Procurement Protest Procedures

protest or complete the protest proceeding, as follows: The parties' legal or corporate representatives may contact (i) FHKC's legal counsel or (ii) FHKC's corporate representatives in the presence of FHKC's legal counsel.

3. PROTEST PROCEEDING

- (a) 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 commence a protest proceeding. The provisions of this subsection may be waived only upon stipulation by FHKC and the non-intervening protesting party(ies).
- (b) 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).
 1. 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.
 2. 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.
 3. FHKC may either accept or reject the impartial decision maker's recommendation.
 - a. 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.
 - b. 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

Appendix B: FHKC Procurement Protest Procedures

manner as the solicitation specifications and/or the Notice of Contract Award were Posted.

- (c) The impartial decision maker may permit the parties to submit proposed findings of fact, conclusions of law, draft orders, or memoranda.
- (d) 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:
 - 1. Illness of a party, witness, or attorney that would prevent attendance at the protest proceeding;
 - 2. An act of God that would prevent attendance at the protest proceeding;
 - 3. A designated threat to public safety that would prevent attendance at the protest proceeding; or
 - 4. 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.

The procedures in chapters 120 and 287, Florida Statutes, do not apply to this ITN process.

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Appendix C: 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.

- 1. Definitions.** The definitions set forth and incorporated in Section 1.D. of the ITN 2021-300-01 shall apply to these instructions and requirements.
- 2. General Instructions.** Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.
- 3. 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 2021-300-01 including all addenda, if any, in reverse order of posting by date on the Florida Healthy Kids website;
 - Attachment 1, Draft Contract;
 - The attachments to Attachment 1, Draft Contract; and
 - ITN 2021-300-01 Appendix C, Additional Instructions to Respondents.

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.

Appendix C: Additional Instructions to Respondents

4. **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.
5. **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.
6. **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.
7. **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

Appendix C: Additional Instructions to Respondents

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.

Appendix C: Additional Instructions to Respondents

- 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.

8. 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.

9. 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

Appendix C: Additional Instructions to Respondents

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.

10. 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.

11. 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.

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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.