TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH18-026

2.2018

REQUEST FOR PROPOSAL (RFP)
FOR
Insurance Benefits Management

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Standard Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the organization to the provisions of the Proposals. This usually is the President, Chairman of the Board, or owner of the entity. Documentation establishing delegated authority must be included with the Proposal if signed by someone other than the authorized representative.

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The Department of Health (the Department) is requesting proposals for an Insurance Benefit Manager (IBM) for the Florida AIDS Drug Assistance Program (ADAP).

1.1.1 Legal Authority

Chapter 287 and sections 381.0011 and 381.003(1)(b), Florida Statutes; Rules 64D-4.003 and 64D-4.007, Florida Administrative Code; 42 USC 300ff-26, United States Code; and sections 2604(b), 2613(a)(1), 2651(e)(3), and 2652(b)(1)(B), of the Public Health Service Act as amended through P.L.115-408.

1.2 Scope of Services

A detailed **scope of services** for this solicitation is provided as **Scope of Services (Attachment A),** in this RFP.

1.3 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this RFP for further detail.

1.4 Definitions

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the **Scope of Services (Attachment A)**, the following definitions also apply to this RFP:

ADAP Program: A Department program that provides access to life saving medications for the treatment of HIV/AIDS and opportunistic infections for low-income insured, underinsured, or uninsured individuals living with HIV/AIDS in Florida.

Business Days: Monday through Friday, excluding state holidays.

Business Hours: 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

Calendar Days: All days, including weekends and holidays.

Contract: The formal agreement that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.

Department: The Department of Health; may be used interchangeably with DOH.

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the RFP terms and conditions which does not affect the price of the Proposal, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

Proposal: The complete written response of the Respondent to the RFP (technical and cost proposals), including properly completed forms, supporting documents, and attachments.

Respondent: The business entity that submits a proposal.

Provider: The successful Respondent awarded a contract by the Department in accordance with the terms of this RFP.

State: State of Florida.

Vendor Bid System (VBS): Refers to the State of Florida's internet-based vendor information system, which is available at: http://myflorida.com/apps/vbs/vbs_www.main_menu.

Where there is a conflict between a definition in this solicitation, **Section 1.4**, above, and the definition in **Scope of Services (Attachment A)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Services (Attachment A)**, will prevail when the term is used in the **Scope of Services (Attachment A)**.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is: **Sonja German-Jones**

Florida Department of Health
Attention: Sonja German-Jones
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Sonja.german@flhealth.gov

******ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL**********

2.2 Restrictions on Communications

Pursuant to section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer listed in **Section 2.1.**, above. Violation of this provision may be grounds for rejecting a Proposal.

2.3 Term

It is anticipated that the Contract resulting from this RFP will be for five years beginning from September 1, 2019 or the Contract execution date whichever is later, subject to renewal as identified in **Section 2.4**. The Contract resulting from this RFP is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

2.5 Timeline

EVENT	DUE DATE	LOCATION
RFP Advertised / Released	May 2, 2019	**Posted to the Vendor Proposal System at:** http://vbs.dms.state.fl.us/vbs/main_menu

Non-Mandatory Pre-Proposal Conference Call	May 8th, 2019 @ 10:00am	Toll Free Number: 1 (888) 585-9008 383-707-439 "My Conference Room Number"
Questions Submitted in Writing	**Must be received PRIOR TO:** May 13, 2019 @ 2:00pm	**Submit to:** Florida Department of Health Central Purchasing Office **Attention: Sonja German-Jones** Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: Sonja.german@flhealth.gov
Answers to Questions (**Anticipated Date**)	May 15, 2019	**Posted to Vendor Proposal System at:** http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due	**Must be received PRIOR to: May 28th, 2019 @ 5:00pm**	**Submit to:** Florida Department of Health Central Purchasing Office **Attention: Sonja German-Jones** Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Sealed Proposals Opened	**May 29th, 2019 @ 11:00am**	**PUBLIC OPENING** **Submit to:** Florida Department of Health Central Purchasing Office **Attention:** Sonja German-Jones Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Evaluation of Proposals (**Anticipated Date**)	June 4, 2019	Evaluation Team Members to begin evaluations individually.
Posting of Intent to Award (**Anticipated Date**)	June 24th, 2019	**Posted to the Vendor Proposal System at:** http://vbs.dms.state.fl.us/vbs/main_menu

2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VBS. If the addendum alters the scope or specifications of the solicitation, the Respondent will be required to sign the addendum acknowledging the changes and return it with the Proposal submittal. It is the responsibility of the Respondent to be aware of any addenda that might affect this RFP or their Proposal.

2.7 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via United States Postal Service, courier, e-mail, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.5**. Verbal questions or those submitted after the period specified in **Section 2.5** will not be addressed.

Answers to questions submitted in accordance with **Section 2.5** will be posted on the VBS.

2.8 Basis of Award

A single award will be made to the responsive, responsible Respondent offering the most advantageous Proposal through the evaluation of proposals in accordance with **Section 5.2**. The Department reserves the right to not make an award under this RFP, as determined to be in the best interest of the State.

Pursuant to sections 2604(b), 2613(a)(1), 2651(e)(3), and 2652(b)(1)(B), of the Public Health Service Act as amended through P.L.115-408, the Department is permitted to enter into a Contract with a private for-profit entity only if that entity can provide quality HIV care services in the State. In accordance with this requirement, award preference will be given to a Respondent that is a not-for-profit organization who meets the requirements of this solicitation. The Department will not award additional points or deduct points based on a Respondents status as a not-for-profit or for-profit entity.

2.9 Identical Tie Proposals

In the event that the Department's evaluation results in identical scoring outcomes between Respondents, the Department will determine the award based on the affected Respondents submitted **Identical Tie Certification, Attachment F**. Based on this form, the Department will give the award to a Respondent if it is a certified minority-owned (including women-owned) or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent that is a qualifying business with the smallest net worth, consistent with section 295.187(4)(b), Florida Statutes. If the award cannot be decided based on this preference, the Department will apply the criteria identified in sections 287.082, 287.087, and 287.092, Florida Statutes, in that order of precedence.

2.10 Modifications and Withdrawal

A Respondent may modify or withdraw its Proposal at any time prior to the submittal deadline, as specified in **Section 2.5**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Proposal must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Respondent and will not be considered unless resubmitted by the Proposal due date and time.

2.11 Clarification Process

The Department may request clarification from the Respondent to resolve ambiguities or questioning information (i.e. minor irregularities) presented in its Proposal. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

2.12 Federal Excluded Parties List

In order to comply with Federal grant requirements, and determining Provider responsibility in accordance with sections 287.057(1), (2) and (3), Florida Statutes, and Florida Administrative Code, Rule 60A-1.006(1), a Respondent or its subcontractor(s) that, at the time of submitting a Proposal for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit a Proposal for, enter into, or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

2.13 Contract Formation

The Department will enter into a Contract with the awarded Provider pursuant to **Section 2.8**, Basis of Award. The Contract will incorporate the terms of the **Scope of Services (Attachment A)**, the Department's **Standard Contract** and the awarded Provider's **Cost Proposal (Attachment B)**.

SECTION 3.0 INSTRUCTIONS FOR PROPOSAL SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Proposal. The PUR 1001 is located at http://dms.myflorida.com/content/download/2934/11780.

The terms of this solicitation control over any conflicting terms of the PUR 1001.

3.2 Proposal Format

The Department discourages lengthy proposals. Respondents are asked to use the following format:

3.2.1. Proposals must be on paper that is 8.5 by 11 inches.

3.2.2. The font size and style are at the discretion of the Respondent but should be at least 11 point.

3.2.3. The pages should be numbered, and one-inch margins should be used.

3.2.4. Technical proposals should include an index identifying the page number or section where evaluation criteria can be located in the Proposal.

3.2.5. Respondents must separate the Technical Proposal from the Cost Proposal. (**Mandatory Requirement**)

3.2.6. Respondent should label Technical Proposal and Cost Proposal as described in **Section 3.3**.

3.3 Copies of Proposals

Respondents must submit the following copies:

3.3.1. Technical Proposal

One original and three paper copies of the Technical Proposal must be submitted no later than the date and time set forth in **Section 2.5**, the Timeline. In addition, one original copy on a single USB storage device viewable in Adobe Acrobat Reader (PDF) must be submitted. The electronic copy submitted must contain the entire Technical Proposal as the submitted original copy, including all supporting and signed documents.

The PDF electronic copy of the "original" Technical Proposal will be considered the controlling document if there are any differences between the paper and electronic copies.

Refer to **Section 3.7** for information on redacting confidential information, if applicable.

Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified (Mandatory Requirement, refer to Section 3.11).

3.3.2. Cost Proposal

One original copy of the Cost Proposal (**Mandatory Requirement, refer to Section 3.11**) must be submitted using the Cost Proposal, **(Attachment B)** no later than the date and time set forth in the timeline.

The Cost Proposal (**Attachment B**) must be enclosed in a separate sealed envelope and must be identified in accordance with **Section 3.4**. No additional documentation should be included in the Cost Proposal envelope.

3.4 Proposal Labeling

3.4.1. Technical Proposal

The Technical Proposal should be sealed and identified as follows:

DOH18-026
Request for Proposal for Insurance Benefits Management
Due:
Respondent's Name
TECHNICAL PROPOSAL

3.4.2. Cost Proposal

It is **mandatory** that the Respondent's Cost Proposal be in a separate sealed envelope and identified as follows:

DOH18-026
Request for Proposal for Insurance Benefits Management
Due:
Respondent's Name
COST PROPOSAL

3.4.3. All proposals must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way, Bin B07, Tallahassee, Florida 32399.

3.5 Instructions for Submittal

3.5.1. Respondents must complete, sign, and return the "Title Page" with the Proposal submittal. **(Mandatory Requirement)**

3.5.2. Respondents must complete, sign, and return the "Cost Proposal" in a separate sealed envelope with the Proposal submittal. **(Mandatory Requirement)**

3.5.3. Respondents must submit all technical and cost data in the formats specified in the RFP.

3.5.4. Proposals must be sent via mail, courier, or hand delivered to the location indicated in **Section 2.5**., the Timeline. **(Mandatory Requirement)**

3.5.5. Proposals submitted via electronic mail (email) or facsimile will **not** be considered.

3.5.6. The Department is not responsible for improperly marked proposals.

3.5.7. It is the respondent's responsibility to submit its response at the proper place and time indicated in **Section 2.5.,** the Timeline.

3.5.8. The Department's clocks will provide the official time for Proposal receipt.

3.5.9. Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.

3.6 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

3.7 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Respondent considers any portion of their Proposal to this solicitation to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, Respondent must segregate and clearly mark the document(s) as "**CONFIDENTIAL**".

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled "**REDACTED COPY**".

The redacted copy must be provided to the Department at the same time Respondent submits its Proposal and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent will be responsible for defending its determination that the redacted portions of their Proposal are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with their Proposal, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

3.8 Cost Proposal (Mandatory Requirement)

Each Respondent must provide its proposed cost using Cost Proposal **(Attachment B).** The proposed cost should not be carried more than two places to the right of the decimal point.

3.9 Documentation

Respondents must complete and submit the following information or documentation as part of their Proposal:

3.9.1 Minimum Qualifications

Respondent must have a minimum of seven years of experience processing insurance premium payments for Ryan White clients.

Respondent must have a minimum of seven years of experience administering a help desk or complaint center.

Respondent must have a minimum of seven years of experience conducting customer satisfaction assessments.

Respondent must have an established line of credit or cash flow reserved to maintain services continuously for 120 days.

Respondent must have an established and operational system to process health insurance premium payments.

Respondent must have an established and operational plan developed for business continuity or an emergency response plan with multiple options for differing situations depending on severity of potential events.

Respondent must have an established website with relevant consumer information regarding insurance enrollment, coverage, and benefits, and insurance premium payments.

Respondent must have staff trained in maintaining Protected Health Information (PHI) and personal information in accordance with HIPAA and State requirements.

Respondent must have an active insurance agency license issued by the State of Florida, Department of Financial Services.

Respondent must identify in its Proposal whether they are a non-profit or for-profit entity.

3.9.2 References

Respondent must provide contact information for three entities it has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondent must use the **Reference Form (Attachment C)** of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of Respondent's responsibility. The Department's determination is not subject to review or challenge.

3.9.3 Description of Contract Disputes

Respondent must identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last five years related to contracts under which the Respondent provided(s) commodities or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent's ability to provide the services described in this solicitation. See **Attachment J, Contract Dispute Reporting Form, for further details**. The term "contract disputes" means any circumstances involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

3.9.3.1 Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract.

3.9.3.2 An issuance of a notice of default or breach.

3.9.3.3 The assessment of any fines or direct, consequential, or liquidated damages under such contracts.

3.9.3.4 For each dispute, the Respondent must list the following information:

3.9.3.4.1 Identify the contract to which the dispute related

3.9.3.4.2 Explain what the dispute related to; and

3.9.3.4.3 Explain whether and how the dispute was resolved.

3.9.3.5 If there are no such contract disputes, the Respondent must submit a statement confirming this fact under this title in its Proposal.

3.9.4 Insurance Agency License

3.9.5 Documentation of the Respondents not for profit status

3.10 Special Accommodations

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-proposal conference,

Proposal opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

3.11 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following mandatory information or documentation as part of their Proposal by the time specified in **Section 2.5.** Any Proposal which does not contain the information below will be deemed non-responsive to this RFP:

3.11.1 The Title Page of this RFP must be completed, signed and returned with the Technical Proposal.

3.11.2 Proposals must be received by the time specified in the Timeline, **Section 2.5.**

3.11.3 Proposals must be received in the format specified in **Section 3.2.**

3.11.4 Copies of the Proposals must be received as specified in **Section 3.3.**

3.11.5 **Cost Proposal (Attachment B)**, must be completed as specified in **Section 3.5.**

3.11.6 **Reference (Attachment C**) must be provided as specified in **Section 3.9.2.**

3.11.7 **Statement of Non-Collusion (Attachment D)** must be completed as specified.

3.11.8 **Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** must be completed as specified.

3.12 Late Proposals

The Procurement Officer must receive Proposals pursuant to this RFP no later than the date and time specified in **Section 2.5**. Proposals that are not received by the date and time specified will not be considered.

SECTION 4.0 SPECIAL CONDITIONS

4.1 PUR 1000, General Contract Conditions

The PUR 1000 is incorporated by reference in this RFP and contains general Contract terms and conditions that will apply to any Contract resulting from this RFP, to the extent they are not otherwise modified. This document should not be returned with the Proposal. The PUR 1000 is located at http://dms.myflorida.com/content/download/2933/11777.

The terms of this solicitation control over any conflicting terms of the PUR 1000. Paragraph 31 of PUR 1000 does NOT apply to this RFP or any resulting contract.

4.2 Scrutinized Companies

All Respondents seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to Respondent Certification Regarding Scrutinized Companies Lists (Attachment E) Form.

4.3 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

4.4 Certificate of Authority

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the successful Provider to have appropriate registration may result in withdrawal of Contract award.

4.5 Provider Registration

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1

A Provider lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6 Minority, Women, Service-Disabled Veteran, and Service-Disabled Veteran Business Participation

The Department encourages minority, women, service-disabled veteran, and veteran-owned business enterprise participation in all its solicitations.

4.7 Subcontractors

Respondent may enter into written subcontracts for performance of services under the Contract resulting from this solicitation. Anticipated subcontract agreements known at the time of Proposal submission and the amount of the subcontract must be identified in the Proposal. If a subcontract has been identified at the time of Proposal submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that Respondent enters into with respect to performance under the Contract will in any way relieve Respondent of any responsibility for performance of its Contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request and reject any subcontractor proposed by the Respondent in its Proposal.

The Respondent must complete **Attachment K, Subcontractors List Form**, in its entirety and submit it with the Proposal.

4.8 Indemnification

Respondent must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

4.9 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures for this Contract will be based on the tasks and deliverables detailed in the **Scope of Services (Attachment A)** and the Provider's Response.

4.10 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if Respondent fails to perform in accordance with the Contract terms. The financial consequences for this Contract will be based on the performance measures established in accordance with section 4.9, above. Each financial consequence may range from 5 percent to 10 percent and will be deducted from the Provider's invoice amount for that Deliverable.

4.11 Standard Contract

Respondents must become familiar with the Department's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/StandardContract122018.pdf

4.12 Conflict of Law and Controlling Provisions

Any Contract resulting from this RFP, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

Respondents acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

4.13 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

4.14 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public

record" as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFP and entitles the Department to unilaterally terminate the Contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP must be retained by Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

4.15 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

4.16 HIPAA Business Associate Agreement

Provider must execute a HIPAA Business Associate Agreement **(Attachment I)** and comply with all provisions of state and federal law regarding confidentiality of patient information. See **Attachment I, Business Associate Agreement, for further details**.

SECTION 5.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

5.1 Introduction

The Department will evaluate and score Proposals to determine the most advantageous Proposal. The ability of the Department to evaluate a Respondent's Proposal is dependent upon the completeness of the Proposal.

Failure of a Respondent to provide information requested by this RFP may result in reduction in scoring during the evaluation.

The Department may accept or reject any and all proposals, and waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests.

5.2 Evaluation Criteria

Technical proposals will be scored by the evaluation team based on the evaluation criteria specified in **Attachment H**. The total raw scores provided by each team member will be averaged together. These average scores will be used to determine each Respondent's Technical Proposal score.

Cost Proposals will be scored by the Procurement Officer based upon the Respondent's proposed cost, as prescribed in **Section 3.8** of this RFP. The proposed cost will be scored in accordance with the below formula:

Maximum Cost Proposal Points x (Lowest Proposal Cost/Respondent's Proposal Cost) = COST SCORE

Each Respondent's overall score will consist of the average technical proposal score plus the cost proposal score.

RFP Scoring Components	Maximum Points	Percentage of RFP Score
Technical Proposal	150	75 percent
Cost Proposal	50	25 percent
TOTALS	200	100 percent

5.3 Notice of Agency Decision

At the conclusion of evaluating the Proposals the Department will announce its intended decision. Notice of the Intended Decision will be posted on VBS. The Department will award to the responsible, responsive Respondent determined to be the most advantageous to the State, taking into consideration technical and cost proposals.

Notice of Award does not guarantee issuance of a Contract.

The Department reserves the right to award more than one Contract as a result of this RFP.

5.4 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the United States Postal Service, a private delivery service, in person, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer and address listed in Section 2.5., Timeline.

The Agency Clerk's mailing address is:

Agency Clerk, Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries:

Agency Clerk, Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

ATTACHMENT A
SCOPE OF SERVICES

A. Services to be provided:

1. General Description:

a. General Statement: This Contract is for the provision of Insurance Benefit Manager (IBM) services for clients identified by the Department as eligible to receive services offered through the Florida AIDS Drug Assistance Program (ADAP).

b. Authority: 42 USC 300ff-26, United States Code, sections 381.0011 and 381.003(1)(b), Florida Statutes, and Rules 64D-4.003 and 64D-4.007, Florida Administrative Code.

2. Definition of Terms:

a. AIDS Drug Assistance Program (ADAP): A Department program that provides access to life saving medications for the treatment of HIV/AIDS and opportunistic infections for low-income insured, underinsured, or uninsured individuals living with HIV/AIDS in Florida.

b. ADAP Formulary: A list of prescribed medication that ADAP offers to clients through direct dispensing or payment of insurance costs.

c. ADAP Premium Assistance: Payment of the insured's portion of the premium by the ADAP program.

d. Advance Premium Tax Credit (APTC): A tax credit that may be used by an individual to lower their health insurance payment or premium.

e. Americans with Disabilities Act of 1990, as amended (ADA): A federal law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.

f. Client: An individual deemed eligible by the Department to receive Ryan White Part B services in Florida pursuant to Rule 64D4.003, Florida Administrative Code.

g. Client ID: A unique identifier issued to clients through the Department's program management software system.

h. Consolidated Omnibus Budget Reconciliation Act (COBRA): Health benefit provisions that amend the Employee Retirement Income Security Act, the Internal Revenue Code and the Public Health Service Act to require group health plans to provide a temporary continuation of group health coverage that otherwise might be terminated.

i. Electronic Data Interchange (EDI): The exchange of routine business transactions from one computer to another in a standard format, using standard communications protocols. For purposes of this Contract, EDI is referring to the sharing of information between IBMS and the Program Management Software.

j. Explanation of Benefits (EOB): A statement sent by health insurance companies to its covered individuals explaining what medical treatments or services where paid on their behalf.

k. Federally-Facilitated Marketplace (Marketplace): Is an organized marketplace for health insurance plans operated by the U.S. Department of Health and Human Services.

l. Insurance Benefit Management (IBM) services: Financial and educational services provided to clients to initiate and maintain access to care through health insurance coverage.

m. Insurance Benefit Management System (IBMS): A dedicated, secure electronic information data system owned or leased by the Provider and is used to manage client information.

n. In network service provider: A health service provider contracted with a health insurance company to provide services to its members at a specific pre-negotiated rate.

o. Out of network service provider: A health service provider that does not have a contract with a health insurance company.

p. Program Management Software: Software developed and customized by a Department contracted provider to assist ADAP in managing and reporting on client data.

q. Transaction Fee: A fee imposed by the Provider for each binder or premium payment it makes on behalf of a client as part of the IBM services deliverable.

B. Manner of Service Provision:

1. Scope of Work: Provider must implement an IBM, perform IBM services through the delivery of insurance enrollment assistance and client outreach, and pay insurance premium payments for clients.

a. Task List: Provider must perform the following tasks:

1) Establish the IBM services infrastructure within 45 days from the date of contract execution as follows:

a) Meet with the Department two weeks from the date of contract execution to develop the plan for receipt and transfer of client data within the EDI. Submit the plan to the Contract Manager within 45 days from the date of contract execution.

b) Provide an IBMS within 45 days from the date of contract execution and maintain it throughout the term of the contract. Document the completion of this requirement in the Department's IBM Task Validation form (Attachment L) and submit it to the Contract Manager. The IBMS must incorporate the following components:

(1) Available 24 hours, 7 days a week, except during approved downtime for maintenance.

(2) Ability to maintain records for a minimum of 30,000 clients throughout the term of the contract. Each record must include the client's first and last name, date of birth, and Client ID number sent from the program management software. All client records must be maintained in accordance with section 408.05(3), Florida Statutes, and the Department's Retention Schedule DOH 119, Exhibit I, which is incorporated by reference.

(3) Allow for all clients and their services to be audited by the Department as needed.

(4) Ability to connect to the program management software through a continuous EDI to receive eligibility and enrollment files.

(5) Contain a back-up mechanism to allow for continued operation of the IBMS and support centers (e.g., the Help Desk) in the event of an emergency.

c) Use a secure server to establish a secure and continuous EDI within 45 days from the date of contract execution and maintain it throughout the contract term. Send one test file through the EDI and receive it back from the Department to demonstrate EDI connectivity. Document the completion of this requirement in Attachment L and submit it to the Contract Manager.

d) Ensure 99.9 percent uptime of EDI connection is maintained throughout the contract term.

e) Establish and maintain a secure file transfer server, and, in case of an emergency, a secure fax line, to send and receive confidential information to and from the Department if the EDI fails, within 45 days from the date of contract execution. Test the file server and fax line by sending a test fax page and test file to the Department and receiving it back. Document the completion of this requirement in Attachment L and submit it to the Contract Manager.

f) Provide the Department with four login credentials for the IBMS within 45 days from the date of contract execution. Ensure IBMS access credentials include the following:

(1) Ability to check the status of processed payments for clients, and

(2) Ability to run daily, weekly, monthly, and annual reports to manage resources, monitor and evaluate the program, and meet state and federal reporting requirements.

g) Provide the Department with user instructions for operating the IBMS within 45 days from the date of contract execution. Update user instructions based on any IBMS enhancements and submit them to the Contract Manager within five business days from the date of the enhancement. The user instructions must include guidance for the following:

(1) Logging into IBMS,

(2) Research of client data, and

(3) Generating reports.

h) Establish a toll-free telephone line within 45 days from the date of contract execution to receive and address customer inquiries and complaints. Maintain the telephone line throughout the term of the contract. Have the telephone line operate Monday through Friday from 8:00 a.m. to 6:00 p.m., Eastern Standard Time (EST), excluding state holidays. Document the completion of this requirement in Attachment L and submit it to the Department's Contract Manager.

i) Provide clients access to multilingual customer service support through the toll-free telephone line as needed. Have multilingual support available Monday through Friday from 8:00 a.m. to 6:00 p.m., EST, excluding state holidays. Document the completion of this requirement in Attachment L and submit it to the Contract Manager. Ensure the multilingual support includes, at a minimum, the following:

(1) Have assistance available in English, Spanish, and Haitian Creole, with real-time interpreter services for other languages, and

(2) Provide a telephone number and text telephone services for the hearing impaired in compliance with ADA requirements.

j) Develop a complaint resolution process within 45 days from the date of contract execution and submit it to the Contract Manager for approval. Implement the resolution process after receiving Department approval and maintain it throughout the term of the contract. Submit changes to the approved resolution process to the Contract Manager for review prior to implementation. Ensure the resolution process includes, at a minimum, the following:

(1) Response timeframes to include responding to verbal client requests within two business days of receipt and written inquiries within ten business days of receipt;

(2) Telephone, web-based, or mail-in customer satisfaction survey to gather customer service data as needed; and

(3) Plans to address any gaps or systematic concerns.

k) Develop draft notification letters to be used to communicate with health insurance providers and submit it to the Contract Manager for review within 45 days from the date of contract execution. The draft notification letters must include the following information:

(1) Name of Provider's primary contact person;

(2) Provider's name, address and phone number;

(3) Identify the Department only as the "Florida Department of Health" and must not include any name, logo, or reference to the division, bureau, section or program within the Department;

(4) Not contain information that could reveal personal health information;

(5) Include Provider's insurance payment authority and intent to make payment.

2) Provide printed and electronic outreach, education, and technical assistance to clients as needed throughout the contract term. Prepare a monthly summary report detailing the number of clients receiving or accessed the materials, printed materials and the web location for the web-based materials and submit it to the Contract Manager within 30 days from the end of each month, but no later than the invoice. Ensure all education, outreach and technical assistance comply with the following:

a) Obtain approval of all outreach and education material and web content from the Contract Manager prior to use.

b) Ensure all written material provided to clients are at a fourth grade to sixth grade reading level.

c) Ensure all material (web and printed) are ADA compliant.

d) Address selection of the ADAP-supported Medicaid, Medicare, employer sponsored plans, COBRA, and individual insurance policies offered through the Marketplace.

e) Address selection of the appropriate insurance plan for the client. Selection is dependent upon the client's available insurance options and which plan best fits their needs.

f) Describe the information found on an EOB including the services, the total cost, the amount paid by the insurance, adjustments, and any amount the client is responsible for paying.

g) Address the difference between an EOB and a bill or invoice, and defines and explains the terms included in the Glossary Exhibit (Attachment M).

h) Address the use of supported health care program or insurance and the use of in-network versus out-of-network service provides.

i) Address the importance of reporting changes in name, mailing or residential address, phone number, employment, income, eligibility for any type of health insurance coverage, changes in the Marketplace, if applicable, and changes with insurance coverage benefits such as drug formularies.

j) Address the use of the ADAP formulary and the ability of clients to pick up medications through an in-network pharmacy.

k) Address other topics as requested in writing from the Department.

3) Provide updated client data through the secure EDI for each client receiving the services outlined below. Prepare a Monthly Data Error Summary Report, documenting the below completed activities, and submit it to the Contract Manager within 30 days from the end of each month. Ensure the Data Error Summary Report includes all client files transferred or attempted to be transferred indicating 100 percent resolution. Complete the following:

a) Receive program enrollment data from the program management software and enter it into the IBMS. Update 100 percent of the client records as outlined in the Department's schema and schedule. Resolve errors within seven days from the date of the occurrence. Document the date the error was resolved in the Data Error Summary Report.

b) Record updated and accurate account data for the supported health care program or insurance for each client. Document the account data in the Data Error Summary Report. Ensure data includes the following information:

(1) source of the supported health care program or insurance (e.g. employer, COBRA, and Marketplace),

(2) the health plan carrier or company,

(3) the plan marketing name,

(4) the unique identification number of the client for billing,

(5) the policy coverage effective date,

(6) the initial binder premium amount due on behalf of the client,

(7) the recurring premium, and

(8) the amount of any APTC with the premium amount due from the client, the total amount on behalf of the client and the payee company name and address.

c) Record binder payment amounts for all new health insurance policies. A binder payment is required each time a client begins a new insurance policy contract. Ensure EDI data includes, the date binder payment is made, the payee, the amount paid, billing ID, the policy effectuation date, and the date payment is posted. Document all binder payments made each month in the Data Error Summary Report.

d) Record payment history for each client, including payments, refunds and credits from the insurance carrier. Ensure EDI data includes, the date recurring premium payment is made, the payee, the amount paid, billing ID, the policy coverage dates, and the date payment is posted. Document all recurring premium payments made each month in the Data Error Summary Report.

e) Identify and rectify any incorrect payment or non-payment of clients' insurance premiums. Ensure EDI data includes, at a minimum, the date the error was identified, the date the error was corrected, the amount of the adjustment, and the cause of the underlying error. Document all identified errors resolved each month in the Data Error Summary Report.

f) Collect updated and accurate health insurance policy utilization data (e.g. outpatient medical, laboratory, pharmaceutical among others typically contained in an EOB statement) for each eligible client outlining all their services paid on behalf of the client. Document all services received by clients each month in the Data Error Summary Report. Ensure collected data includes the following:

(1) the date of service,
(2) the type of service,
(3) the service description,
(4) the cost of the service charged to the insurance policy and the cost charged to the client.

g) Notify the Department of any change in clients' data that would make them ineligible for insurance services or potentially require an eligibility review by the Department, as follows:

(1) Send an email to the Department identifying the change and transmit the change through the EDI.

(2) Include the date of the change, the type of change, and the description of the change.

(3) Document in the Data Error Summary Report all data changes sent to the EDI.

4) Coordinate data set transmission changes with the Department. Any changes to the data set transmission require the Department's written consent prior to implementation. Document in Attachment L the specific changes to the files, data fields and schema two weeks prior to the implementation of the changes and submit the change request to the Contract Manager for approval. Submit documentation of the change, approval notices received from the Department, and Attachment L to the Contract Manager within 30 days from completing the change.

5) Research insurance options that clients may be eligible for prior to the annual open enrollment period or the special enrollment periods throughout the year. This should include identifying Medicaid, Medicare, employer sponsored plans, COBRA, and individual insurance through the Marketplace. Send notices of available insurance options to the list of clients provided by the Department. Prepare a monthly summary report of all notice formats and list of clients sent notices and submit it to the Contract Manager within 30 days from the end of each month.

6) Obtain written informed consent from the client prior to making any change to the agent of record or broker of record listed in the Marketplace or with the client's insurance company. Prepare a summary report listing the number of new consent forms executed and transmitted through the EDI and submit it to the Contract Manager within 30 days from the end of each month. The signed consent must include the following:

   a) disclose any financial gain for the Provider from the insurance carrier,

   b) define the Agent of Record or Broker of Record,

   c) identify the current Agent of Record or "Broker of Record, and

   d) identify any financial gain for the Provider from the insurance carrier.

7) Enroll clients into available ADAP-approved health care program or insurance plan during the annual open enrollment period and special enrollment periods due to qualifying events (e.g., death, marriage, childbirth). This includes Medicaid, Medicare, employer sponsored plans, COBRA, and individual insurance policies offered through the Marketplace. Prepare a client enrollment summary report, outlining the number of clients enrolled, and submit it to the Contract Manager within 30 days from the end of each month. Client enrollment must include the following:

   a) Provide a daily list of clients enrolled in insurance through the EDI. Ensure the list includes the following information:

      (1) source of the supported health care program or insurance (e.g. employer, COBRA, Federal Exchange),

      (2) health plan carrier or company,

(3) plan marketing name,

(4) unique identification number of the client for billing,

(5) policy coverage effective date,

(6) initial premium amount due on behalf of the client,

(7) recurring premium,

(8) amount of any APTC that reduced the premium amount due from the client, the total amount due on behalf of the client and the payee company name and address.

b) Verify the list of beneficiaries for the policy and compare each person to the enrollment data provided by the Department via the EDI, prior to issuing each payment. Notify the Department through the EDI of any policy benefiting a person who is not a client. Prepare a summary report that details all new policies verified each month and submit it to the Contract Manager within 30 days from the end of each month.

8) Conduct APTC reconciliations for all clients enrolled in insurance through the Marketplace. Submit an APTC summary report to the Contract Manager by June 30 of each contract year. The APTC reconciliation must include the following:

a) Notify Marketplace clients that they must elect to have 100 percent of any APTC they are eligible for, must be paid directly to the insurance company in order to be eligible for ADAP premium assistance. Notice to clients must contain a link providing APTC information on the Marketplace and the Internal Revenue Service (IRS) websites.

b) Inform clients that they should notify ADAP, the Marketplace, and their insurance company about all changes in circumstances so that their APTC can be adjusted. Explain that this will help clients avoid insurance interruption and an APTC reconciliation tax liability. The notice to clients must address the need for accurate information and the consequences to the client and to the Department of reporting inaccurate or out of date information.

c) Collect IRS forms for each client with a policy issued through the Marketplace who qualifies for an APTC, unless the client refuses to provide them. Collect and transmit the following information through the EDI:

(1) Either an attestation of refusal from the client to provide the IRS forms which may be verified by the Department, or the three IRS forms that follow,

(2) IRS Form 1095-A Health Insurance Marketplace Statement which documents coverage by month for enrolled individuals and the amount of APTC sent monthly to Qualified Health Plans,

(3) IRS Form 8962 Premium Tax Credit form which calculates the actual premium tax credit due and reconciles it with the advanced premium tax credit paid, and

(4) IRS Form 1040: U.S. Individual Tax Return form which is the annual income tax return filed by citizens or residents of the United States.

d) Review the forms listed above to determine if clients have either an excess APTC repayment or reported a net premium tax credit. Complete the review of forms no later than June 30 of each year and inform the Department of the results. Prepare a summary report listing the attempt(s) to collect forms and information, the number of clients with an excess APTC repayment or a net premium tax credit, all new tax forms collected each month and send it to the Contract Manager within 30 days from the end of each month.

9) Review client insurance policies and premium payments to ensure compliance with ADAP requirements. Submit an evaluation summary report that includes information on all new plans or policies reviewed each month and submit it to the Contract Manager within 30 days from the end of each month. The review must consist of the following:

a) Ensure the plan meets federal requirements for minimum value standard using the “mv-calculator” available from the CMS website.

b) Ensure the client’s entire prescribed regimen is available on the insurance plan’s formulary.

c) Ensure the client and their health plan are willing and able to coordinate with the ADAP contracted pharmaceutical benefits manager provider, for the client to obtain ADAP formulary medications.

d) Ensure all insurance policy beneficiaries are clients.

e) Ensure the client’s employer or insurance company are willing to receive third-party premium payments on the client’s behalf.

f) Verify each client’s continued eligibility for their designated health care program or insurance policy each month. At a minimum, identify any client who no longer meets the eligibility requirements of their health care program or insurance policy. Notify the Department through the EDI of any policy benefiting a person who is not a client. Document in the evaluation summary report, the number of clients verified, and the clients found to no longer be eligible for their health care program or insurance each month.

g) Determine the payment amount according to the updated account information for the number of months of coverage directed by ADAP. Verify the amount due for each client each month prior to sending the

payment. Document in the evaluation summary report the number of clients verified each month.

10) Forecast the expected monthly expenditure of contract funds for insurance premium payment for each month remaining in the contract year. This forecast is to be submitted to the Department no later than the tenth day of each month. The forecast must identify the algorithms used, the historical expenditure data used for forecasting, and the expected monthly expenditure for the contract budget period. Submit a monthly forecast report to the Contract Manager within 30 days from the end of each month.

11) Have a business continuity plan or an emergency response plan and test it by August 31 of each contract year. Prepare a summary of the test results and submit it to the Contract Manager within 10 business days from the test completion date.

12) Comply with the requirements of the Department's Data Security and Confidentiality Policies (Attachment G) throughout the term of the contract.

13) Process insurance payments on behalf of each client as follows:

a) Remit binder payments to the insurance company, employer, or other entity as identified in the client enrollment record upon receipt of the data. Binder payments for each client must be paid to the insurance company, employer, or other entity by the deadline set by them for receipt of binders. Each binder payment is considered a transaction that generates a transaction fee.

b) Remit premium payments between 30 and 45 calendar days prior to the due date. To protect the client's personal health information, the check and its envelope should not refer to HIV or AIDS in any way or any other personal health information. Accurate payments must be sent to the payee in time to allow 20 business days to post the payment to the clients' accounts before the established deadline. Each premium payment is considered a transaction that generates a transaction fee.

c) Remit payments for all requests for Expedited Payment via Expedited Mail services or by Automated Clearing House (ACH) or credit/debit card within one business day of receipt. Issue all expedited payments within one business day following authorization and request by the Department.

d) Receive premium payment refunds from insurance companies and employers. Refunds must be reflected as reductions on the monthly invoice to the Department for the period in which the refund is received. Refunds must be deposited and credited to the client's account within 5 business days. Each refund received and posted is considered a transaction that generates a transaction fee payable by the Department.

e) Verify receipt of the payment and posting to the clients' accounts with the insurance companies, obtain confirmation of payment postings

weekly from the insurance companies for each premium payment made on behalf of clients.

f) Provide documentation of payments sent and scans of cancelled checks as requested by the Department. Provide copies within 5 business days of request. Prepare a summary report of all scans of cancelled checks sent each month to the program management software.

b. Deliverables: Respondent must complete or submit the following deliverables in the time and manner specified:

1) As completed: IBM infrastructure implementation with submission of supporting documentation as specified in Tasks B.1.a.1)

2) Monthly: Transaction Fee for Insurance Benefit Manager services with submission of supporting documentation as specified in Tasks B.1.a.2) through B.1.a.12).

3) Monthly: Client insurance payments with submission of supporting documentation as specified in Task B.1.a.13).

c. Performance Measures: This section will be completed as specified in section 4.9 of the solicitation.

2. Financial Consequences: This section will be completed as specified in section 4.10 of this solicitation.

3. Service Location and Times:

a. Location: Provider will provide services from a remote location.

b. Changes in Location: Notify the Department's Contract Manager in writing within 30 days of any location change that will affect the Respondent's ability to complete the deliverables under this contract.

c. Service Times: Services under this Contract must be provided Monday through Friday from 8:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding state holidays.

4. Staffing Requirement:

a. Staffing Level: Provider must maintain an adequate administrative organizational structure and support staff sufficient to complete the deliverables under this contract.

b. Professional Qualifications: Provider must maintain throughout the term of this contract an active Insurance Agency License issued in the state of Florida. Provider must notify the Department immediately if the license becomes inactive or suspended for any reason.

c. Subcontractors: The Department will allow subcontractors for the provision of services under this contract.

C. Method of Payment:

1. Payment: This is a fixed price, fixed fee and cost reimbursement contract. The Department will pay the Respondent upon completion of the deliverables as specified in Section B.1.b., in accordance with the terms and conditions of this Contract, and the Provider's price sheet, which is hereby incorporated by reference.

2. Unit of Service: A unit of service will consist of one month of completed required deliverables as specified in Section B.1. A month of deliverables includes all deliverables due in that month, including quarterly or annual deliverables scheduled for delivery in a particular month.

3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager within 15 days from the date of completing the deliverable as specified. At a minimum, each invoice must be submitted on the Respondent's letterhead, contain a description of all deliverables for the invoice period, number of units delivered per deliverable, total amount due per deliverable, total invoice amount, invoice number, invoice date, and period of services.

D. Special Provisions:

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than five years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Priority: This contract, its exhibits and attachments, RFP18-026, Insurance Benefits Management, and Respondent's response to this RFP, contain all the terms and conditions agreed upon by the parties. In the event of any conflict among these documents, the order of precedence will be this contract, the RFP and then Respondent's Response.

ATTACHMENT B
COST PROPOSAL

The cost proposal is allotted 50 points and represents 25 percent of the overall RFP score. The Respondent providing the lowest total grand total price will receive the maximum points allotted to the cost proposal

Unit price will control in the case of mathematical error(s).

No changes should be made to the format of this price page.

ADAP expects to have up to 8,000 clients enrolled for insurance services for the first year of the Contract. Enrollment is anticipated to increase each year by 1,500 clients. Therefore, the Contract amount may be adjusted as needed to accommodate additional need for insurance premium payments and transaction fees associated with processing payments for clients.

Cost Reimbursement – Insurance Premium Payments for clients

The cost of insurance premium payments will not be factored into the cost proposal. The Department forecasts paying an average of $6,240,000.00 each month in premiums over the contract term. The estimated number of transactions are determined by the number of clients anticipated to be served each month for a twelve-month period. For example, in Year 1 the Department anticipates servicing 8,000 clients per month for an estimated total of 72,000 transactions during a 9-month insurance coverage period (8,000 x 9 = 72,000 transactions).

Fixed Fee:

Initial Five-Year Term

Year 1: September 1, 2019 – August 31, 2020 (8,000 estimated clients to be served monthly for 9 months of insurance coverage)

Description of Fee	Unit	Estimated Number of Transactions	Total Cost
Insurance Benefit Manager System Implementation (Deliverable B.1.b.1)			
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**72,0000**	
		Total	

ATTACHMENT B
COST PROPOSAL

Year 2: September 1, 2020 – August 31, 2021 (9,500 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**114,000**	

Year 3: September 1, 2021 – August 31, 2022 (11,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**132,000**	

Year 4: September 1, 2022 – August 31, 2023 (12,500 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**150,000**	

Year 5: September 1, 2023 – August 31, 2024 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**168,000**	

ATTACHMENT B
COST PROPOSAL

Renewal Year 1: September 1, 2024 – August 31, 2025 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		168,000	

Renewal Year 2: September 1, 2025 – August 31, 2026 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		168,000	

Renewal Year 3: September 1, 2026 – August 31, 2027 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		168,000	

Renewal Year 4: September 1, 2028 – August 31, 2029 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		168,000	

ATTACHMENT B
COST PROPOSAL

Renewal Year 5: September 1, 2029 – August 31, 2030 (14,000 estimated clients to be served monthly)

Description of Fee	Unit Rate	Estimated Number of Transactions	Total Cost
Transaction Fee for Insurance Benefit Management Services (Deliverable B.1.b.2)		**168,000**	

Term	Total Amount
Initial Five-Year Grand Total	
Renewal Five-Year Grand Total	
Grand Total	

ATTACHMENT C
REFERENCE FORM

Provider's Name:

_____

Respondent must provide contact information for three references evidencing experience as described in **Section 3.6.1**. The Department cannot be used as a reference for this solicitation. Respondents must use this reference form to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	**Company or Agency Name:**	
	Address:	
	City, State, Zip:	
	Products or services provided:	
	Contract or Order Number:	
	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
2.	**Company or Agency Name:**	
	Address:	
	City, State, Zip:	
	Products or services provided:	
	Contract or Order Number:	
	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	

ATTACHMENT C
REFERENCE FORM

3.	**Company or Agency Name:**	
	Address:	
	City, State, Zip:	
	Products or services provided:	
	Contract or Order Number:	
	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	

ATTACHMENT D
STATEMENT OF NON-COLLUSION

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Proposal, proposal or reply. This Proposal, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Respondent to the provisions of this Proposal, proposal or reply.

_____ _____

Signature of Authorized Representative* Date

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposal. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by someone other than the President, Chairman or owner.

ATTACHMENT E
RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman or owner.

ATTACHMENT F
Identical Tie Certification Form

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Chapter 287, Florida Statutes, provide Respondents the advantage of "tie breakers" whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below "tie breakers," it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply to its Proposal.

Yes	No	Applicable Certification
		Certified Minority Business Enterprise: This Proposal is from a certified minority-owned firm or company in accordance with section 287.057(11), Florida Statutes, with a company net worth of _____.
		Service Disabled Veterans Business Enterprise: This Proposal is from a service disabled veterans business enterprise in accordance with section 295.187, Florida Statutes., with a company net worth of _____.
		Drug Free Workplace: This Proposal is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.
		Foreign Manufacturer: This Proposal is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

As the person authorized to sign this statement on behalf of the Respondent, I certify that this Proposal complies fully with the above requirements.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman or owner.

ATTACHMENT G
Application, Data Security, and Confidentiality

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as "the (Department") and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as "Providers" in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:

    a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.

    b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit's noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider's expense.

    c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by 9/1/2019. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18).

    d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider's sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.

    e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.

f. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.

g. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.

h. Data Retention: Provider must retain data as follows:

i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.

ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.

iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.

i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.

ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.

b. Department employees will be accountable for their account activity.

i. Audit records will allow actions of users to be uniquely traced for accountability purposes.

ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.

iii. Department employees must log-off or lock their workstations prior to leaving the work area.

iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.

c. Department employees must not disable, alter, or circumvent Department security measures.

d. Computer monitors must be protected to prevent unauthorized viewing.

e. Consultation involving confidential information must be held in areas with restricted access.

f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.

g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.

h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management’s notification of a security violation.

i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.

j. All employees are responsible for protecting Department data, resources, and assets in their possession.

k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.

l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.

3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:

   a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM.

   b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.

   c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

   Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

ATTACHMENT H
Evaluation Criteria

Respondent: _____

☐ Non-Profit Entity ☐For Profit Entity

The information below will be used by each evaluator to independently evaluate the technical proposal for each responsive, responsible Proposal received. Each evaluation criteria listed below applies to a Deliverable outlined in Attachment A, Scope of Services. Points will be awarded only for the evaluation criteria listed in this attachment.

EVALUATION CRITERIA –Deliverable B.1.b.2) (10 points available)	
CRITERIA:	Ability to maintain and operate an information technology system to provide Insurance Benefit Manager services.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of the information technology system including documentation of seven or more years of experience operating an Insurance Benefit Management System, the operating availability of the system, ability to maintain 30,000 or more client files, capabilities for record retention and auditing, ability to connect to external data systems, ability to generate on-demand reports from system, capability to provide external users access to the and availability of a back component to ensure continuous operation.
5	Respondent's proposal provides a brief description of the information technology system including less than seven years of experience operating an Insurance Benefit Management System, the operating availability of the system, ability to maintain client files, and ability to connect to external data systems. No information on maintaining continuous operation of the system or evidence the system can support 30,000 client files.
0	Respondent's proposal provides little to no information of the information technology system including the operating availability of the system.
EVALUATION CRITERIA – Deliverable B.1.b.1) (10 points available)	
CRITERIA:	Ability to establish a secure and continuous Electronic Data Interchange (EDI) with other information technology systems for receiving and transmitting client data.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response for establishing a secure and continuous EDI with other information technology systems including documentation of seven or more years of experience of interfacing with other information technology systems, interfacing with multiple systems at once, and maintain 90 percent or higher uptime between systems.
5	Respondent's proposal provides a brief descriptive response for establishing a secure and continuous EDI with other information technology systems including documentation of less than seven years of experience of interfacing with other information technology systems, interfacing with multiple systems at once, and maintain at least an 80 percent uptime between systems.
0	Respondent's proposal provides little to no information for establishing a secure and continuous EDI with other information technology systems.

EVALUATION CRITERIA – Deliverable B.1.b.1) (5 points available)	
CRITERIA:	Ability to establish and maintain a Secure File Transfer Server or, in case of an emergency, a secure fax line to send and receive confidential information in the event of failure of a continuous Electronic Data Interchange (EDI).
Allocation of Points	**Evaluation Scoring - Response Guide**
5	Respondent's proposal provides a detailed response for establishing and maintaining a Secure File Transfer Server and, in case of an emergency, a secure fax line to send and receive confidential information in the event of failure of a continuous EDI including documentation of seven or more years of experience of maintaining a secure file transfer server and fax line for communications.
2	Respondent's proposal provides a brief descriptive response for establishing and maintaining a Secure File Transfer Server and, in case of an emergency, a secure fax line to send and receive confidential information in the event of failure of a EDI including documentation of less than seven years of experience of maintaining a secure file transfer server and fax line for communications.
0	Respondent's proposal provides little to no information for establishing and maintaining a Secure File Transfer Server and, in case of an emergency, a secure fax line to send and receive confidential information in the event of failure of a continuous EDI.
EVALUATION CRITERIA – Deliverable B.1.b.2) (5 points available)	
CRITERIA:	Ability to develop and maintain a business continuity plan or an emergency response plan with multiple options for differing situations depending on severity of potential events.
Allocation of Points	**Evaluation Scoring - Response Guide**
5	Respondent's proposal provides a detailed business continuity plan or an emergency response plan that provides multiple options for different situations. Plan includes classification of emergency events, response teams, communication strategies, alternative communications, system operations, recovery efforts, and alternative system backup.
2	Respondent's proposal provides a brief descriptive response business continuity plan or an emergency response plan. Plan includes classification of emergency events, response teams, communication strategies, and recovery efforts.
0	Respondent's proposal provides little to no information in the business continuity plan or an emergency response plan.

EVALUATION CRITERIA - Deliverable B.1.b.1) (10 points available)	
CRITERIA:	Ability to establish and operate a toll-free telephone line to receive and address customer inquiries and complaints.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of experience with establishing and operating a toll-free telephone line to receive and address customer inquiries and complaints. Response includes evidence of 5 or more years of experience operating a toll-free phone line, response time from receipt of call to answering, and length of time resolving caller issues.
5	Respondent's proposal provides a brief descriptive response of experience with establishing and operating a toll-free telephone line to receive and address customer inquiries and complaints. Response includes evidence of less than 5 years of experience operating a toll-free phone line and response time from receipt of call to answering.
0	Respondent's proposal provides little to no information of experience with establishing and operating a toll-free telephone line toll-free telephone line to receive and address customer inquiries and complaints.
EVALUATION CRITERIA – Deliverable B.1.b.2) (5 points available)	
CRITERIA:	Ability to provide clients access to multilingual customer service support. At a minimum, customer service support is available in English, Spanish, and Haitian Creole, with real-time interpreter services for other languages.
Allocation of Points	**Evaluation Scoring - Response Guide**
5	Respondent's proposal provides a detailed response of its experience providing clients access to multilingual customer service support. At a minimum, customer service support is available in English, Spanish, and Haitian Creole, with real-time interpreter services for other languages. Response includes evidence of seven or more years of experience.
2	Respondent's proposal provides a brief descriptive response of its experience providing clients access to multilingual customer service support. At a minimum, customer service support is available in English, Spanish, and Haitian Creole, with real-time interpreter services for other languages. Response includes evidence of less than seven years of experience.
0	Respondent's proposal provides little to no information of experience for providing clients access to multilingual customer service support.
EVALUATION CRITERIA – Deliverable B.1.b.1) (10 points available)	
CRITERIA:	Ability to develop and manage a complaint resolution process. The process must include: response timeframes, customer satisfaction surveys to gather customer service data, plans to address any gaps or systematic concerns.

Allocation of Points	Evaluation Scoring - Response Guide
10	Respondent's proposal provides a detailed response of the complaint resolution process. The process includes response timeframes for written and verbal complaints, implementation and evaluation of client satisfaction surveys, plans to address gaps, and resolutions of systematic concerns. Additionally, response demonstrates Respondent's experience with handling complaint resolutions.
5	Respondent's proposal provides a brief descriptive response of the complaint resolution process. The process includes response timeframes for written and verbal complaints, and brief description of plan use of client satisfaction surveys.
0	Respondent's proposal provides a little to no response of the complaint resolution process.
EVALUATION CRITERIA – Deliverable B.1.b.2) (10 points available)	
CRITERIA:	Provide outreach, education, and ongoing technical assistance to clients as needed
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of Respondent's experience and plan for outreach, education, and ongoing technical assistance. Response includes documentation of seven or more years of experience providing insurance benefit management services to 8,000 or more clients annually, planned communications with the Department to establish client content, efforts to ensure content is understood by clients, material is ADA compliant, understanding of services offered through selected plans, and accessibility to web-based content for continuous education of clients.
5	Respondent's proposal provides a brief description of Respondent's experience and plan for outreach, education, and ongoing technical assistance. Response includes documentation of less than seven years of experience providing insurance benefit management services to 8,000 or more clients annually, planned communications with the Department to establish client content, efforts to ensure content is understood by clients, material is ADA compliant, and accessibility to web-based content.
0	Respondent's proposal provides little to no information of Respondent's experience and plan for outreach, education, and ongoing technical assistance.
EVALUATION CRITERIA – Deliverable B.1.b.2) (10 points available)	
CRITERIA:	Provide updated set of data through the secure EDI between the IBMS and the Department's program management software for the supported health care program or insurance for each client identified by the Department as eligible to receive services as outlined in Task B.1.a.11).
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of their experience providing updated set of data through a secure EDI between the IBMS and other information technology systems. Response includes documentation of seven or more years of experience providing insurance data. Response includes evidence of verification and reporting of changes to data over time.
5	Respondent's proposal provides a brief descriptive response for providing updated set of data through a secure EDI between the IBMS and other information technology systems. Response includes documentation of less than seven years of experience

	providing insurance data. Response includes plan for verification and reporting of changes to data over time.
0	Respondent's proposal provides little to no information for updated set of data through a secure EDI between the IBMS and other information technology systems.
EVALUATION CRITERIA - Deliverable B.1.b.2 (10 points available)	
CRITERIA:	Coordinate all changes to the data set transmission with the Department and the Department's program management software.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response for coordinating changes to data set transmissions with the Department. Response must include experience interfacing with other information technology systems, planning with multiple parties to execute data modification, and evidence of successes with implementing data set changes.
5	Respondent's proposal provides a brief descriptive response for coordinating changes data set transmission with the Department. Response must include experience interfacing with other information technology systems and planning with multiple parties to execute data modification.
0	Respondent's proposal provides little to no information for coordinating changes data set transmission with the Department.
EVALUATION CRITERIA - Deliverable B.1.b.2 (10 points available)	
CRITERIA:	Coordinate insurance options for which clients may be eligible prior to the annual open enrollment period or the special enrollment periods throughout the year.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of experience providing insurance coordination services for clients. Response documents seven or more years as a licensed Insurance Agency, ability to establish relationships with insurance providers, clients, and companies, the ability to inform clients of available insurance options, and web-based content available for clients to educate themselves on options.
5	Respondent's proposal provides a brief descriptive response of experience providing insurance coordination services for clients. Response documents less than seven years as a licensed Insurance Agency, the ability to inform clients of available insurance options, and web-based content available for clients to educate themselves on options.
0	Respondent's proposal provides little to no information of experience providing insurance coordination services for clients. Response does not document Respondent being a licensed Insurance Agency.
EVALUATION CRITERIA - Deliverable B.1.b.2 (10 points available)	
CRITERIA:	Conduct client enrollment into available ADAP-approved health care program or insurance plan, to include Medicaid, Medicare, employer sponsored plans, COBRA, and individual insurance policies offered through the Marketplace during the annual open enrollment period and special enrollment periods due to qualifying events.
Allocation of Points	**Evaluation Scoring - Response Guide**

10	Respondent's proposal provides a detailed response of experience providing insurance enrollment services for clients. Response must document ability to analyze data and recommend unique plan based on client needs, ability to enroll clients into insurance plans and ability to process changes for clients due to a life event.
5	Respondent's proposal provides a brief descriptive response of providing insurance enrollment services for clients. Response describes a plan to enroll clients into insurance plans and ability to process changes for clients due to a life event.
0	Respondent's proposal provides little to no information of experience providing insurance enrollment services for clients.
EVALUATION CRITERIA - Deliverable B.1.b.2 (10 points available)	
CRITERIA:	Ability to conduct reconciliations of client premium tax credits for all clients enrolled in insurance through the Marketplace.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of how the Respondent will conduct reconciliations of client premium tax credits for all clients enrolled in insurance through the Marketplace. Response must include communication efforts with clients, obtaining required documentation from clients, and analyzing and reporting the information obtained.
5	Respondent's proposal provides a brief descriptive response of how Respondent will conduct reconciliations of client premium tax credits for all clients enrolled in insurance through the Marketplace. Response includes communication with clients and obtaining required documentation from clients.
0	Respondent's proposal provides little to no information of how Respondent will conduct reconciliations of client premium tax credits for all clients enrolled in insurance through the Marketplace.
EVALUATION CRITERIA - Deliverable B.1.b.2 (10 points available)	
CRITERIA:	Ability to review insurance policies and payment of premiums for all clients eligible to ensure compliance with the requirements of the program.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of how the Respondent will review insurance policies and payment of premiums for all clients eligible to ensure compliance with the requirements of the program. Response must include experience analyzing client information for policies managed, plan for reviewing client policy information in the Department's program, plan for reconciling payments for clients, and plan for reviewing program policy information to maintain compliance.
5	Respondent's proposal provides a brief descriptive response of how Respondent will review insurance policies and payment of premiums for all clients eligible to ensure compliance with the requirements of the program. Response describes a plan for analyzing client information for policies managed, and plan for reviewing program policy information to maintain compliance.
0	Respondent's proposal provides little to no information of how Respondent will review insurance policies and payment of premiums for all clients eligible to ensure compliance with the requirements of the program.

ATTACHMENT H
Evaluation Criteria

EVALUATION CRITERIA - Deliverable B.1.b.2.10 (10 points available)	
CRITERIA:	Ability to forecast the expected monthly expenditure of funds awarded under the contract for insurance premium payment for each month remaining in the contract budget period.
Allocation of Points	**Evaluation Scoring - Response Guide**
10	Respondent's proposal provides a detailed response of how the Respondent will forecast the expected monthly expenditure needs for the contract. Response must include the plan for analyzing insurance policy obligations, changes to tax credits, the effect of tax credit changes on premium amounts due, client enrollment trends, management of contract balance, and communication with the Department.
5	Respondent's proposal provides a brief descriptive response of how Respondent will forecast the expected monthly expenditure needs for the contract. Response must include the plan for analyzing insurance policy obligations and communication with the Department.
0	Respondent's proposal provides little to no information of how Respondent will forecast the expected monthly expenditure needs for the contract.
EVALUATION CRITERIA - Deliverable B.1.b.3 (15 points available)	
CRITERIA:	Ability to process insurance payments behalf of each client determined by the Department to be eligible as follows
Allocation of Points	**Evaluation Scoring - Response Guide**
15	Respondent's proposal provides a detailed response of their ability to process insurance payments behalf of each client. Response includes evidence of financial ability to manage premium payments for 8,000 clients for 120 days or more, plan for managing payment schedules, planned payment methods to include electronic payments via phone, and plan for reconciling processed payments.
7	Respondent's proposal provides a brief descriptive response of Respondent's ability to process insurance payments behalf of each client. Response includes evidence of financial ability to manage premium payments for 8,000 clients for 120 days and planned payment methods to include electronic payments via phone.
0	Respondent's proposal provides little to no information of Respondent's ability to process insurance payments behalf of each client determined.

ATTACHMENT I
HIPPA Business Associate Agreement

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

This Agreement is entered into between the State of Florida, Florida Department of Health ("Covered Entity"), and _____ ("Business Associate"). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations. This Agreement corresponds to the following contract #, purchase order, or memorandum of agreement_____.

1.0 Definitions
Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate
(a) Business Associate agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
(c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
(e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
(g) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
(h) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
(i) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity

available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(j) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(l) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(m) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

(n) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the

Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
3. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.
The Term of this Agreement shall be coterminous with the underlying contract, purchase order, or memorandum of understanding giving rise to this agreement.

(b) Termination for Cause.
Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business
3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate’s use or disclosure of any Protected Health Information

retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or other department contact within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health Information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

(a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
(c) Identify who made the non-permitted use or disclosure and who received it;
(d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
(e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
(f) Provide such other information, including a written report, as Covered Entity may reasonably request.

8.1 Security of Electronic Protected Health Information.

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

(a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) and Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

8.2 Corrective Action:

(a) Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.
(b) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
(e) No third-party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
(g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement. Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

_____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

_____

ATTACHMENT J
CONTRACT DISPUTE REPORTING FORM
FOR RESPONDENT

The document is to be used by the Respondent to certify information related to contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last five years.

Within the last five years, did Respondent have any contract disputes?

Yes ☐ No ☐

If yes, complete the following information:

Customer Name: _____

Contract Number(s): _____

Date of Contract Dispute: _____

Explanation of Dispute:

_____

_____

_____

_____

_____

Resolution of Dispute:

_____

_____

_____

_____

_____

Amount of Fine (if any): _____

By signing this document, I certify to the best of my knowledge that the information presented herein is true, accurate, and complete for contract disputes experienced during the last five years from the date of signature.

_____ _____
Authorized Representative Signature Date

Additional contract dispute information can be documented on page two of this form and subsequent copies of page two as needed.

Customer Name: _____

Contract Number(s): _____

ATTACHMENT J
CONTRACT DISPUTE REPORTING FORM
FOR RESPONDENT

Date of Contract Dispute: _____

Explanation of Dispute:

_____

_____

_____

_____

_____

Resolution of Dispute:

_____

_____

_____

_____

_____

Amount of Fine (if any): _____

ATTACHMENT K
Subcontractors List Form

Each Respondent must submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent must determine that a listed subcontractor has been successfully engaged in performing the services required under this solicitation and is qualified to provide the services under the resulting Contract.

In the event that no subcontractor will be used, this form must be returned with the Respondent's response indicating "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED: ☐

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

_____

***Authorized Representative's Signature**

_____

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT L
Insurance Benefit Manager Verification Form

The following form must be completed by the provider to document the completion of Tasks as specified in the Attachment I of the contract. The form must be submitted to the Department on or before the due date. The Department will validate each modification identified on this form through signature.

Task Number: B.1.a) ____

Due Date of Task: _____

Page Number of Contract: _____

Description of IBM System Modification

Vendor Attestation of Completion:

Completion Date: _____

_____	_____	_____
Print Name of Vendor Representative	**Signature**	**Date**

Department of Health Validation of System Modification

Modification Validation (check box): ☐ **Approved** ☐ **Denied**

_____	_____	_____
Contract Manager Name	Signature	Date

At a minimum, the following terms must be defined at a fourth to sixth grade level as part of task 4.a., Outreach, Education, and Ongoing Technical Assistance to Clients"

Actuarial Value

Annual Limit

Attest/Attestation

Adjusted Gross Income

Affordable Coverage

Allowed Amount

Appeal

Authorized Representative

Advance Premium Tax Credit (APTC)

Agent (or Insurance Agent)

Application ID

Balance Billing

Bronze Health Plan (may include Expanded Bronze)

Beneficiary

Benefit Period

Benefit Year

Benefits

Brand Name Drugs

Broker (or Insurance Broker)

Consolidated Omnibus Budget Reconciliation Act (COBRA)

Care Coordination

Catastrophic Health Plan

Centers for Medicare & Medicaid Services (CMS)

Certified Application Counselor

Children's Health Insurance Program (CHIP) (Known in Florida as Florida KidCare)

Claim

Coinsurance

Coordination of Benefits

Copayment (Copay)

Cost Sharing

Cost Sharing Reduction (CSR)

Creditable Coverage

Deductible (to include Pharmacy Deductible)

Dental Coverage

Department of Health and Human Services (HHS)

Dependent

Dependent Coverage

Domestic Partnership

Donut Hole, Medicare Prescription Drug

Drug List

Durable Medical Equipment (DME)

Emergency Medical Condition

Emergency Medical Transportation

Emergency Room Care

Emergency Services

Employer or Union Retiree Plans

Employer Sponsored Insurance (ESI)

Essential Health Benefits

Exchange

Excluded Services

Exclusive Provider Organization (EPO) Plan

Federal Poverty Level (FPL)

Federally Facilitated Marketplace

Fee for Service

Flexible Spending Account (FSA)

Florida KidCare

Formulary

Generic Drugs

Gold Health Plan

Grace Period

Grievance

Group Health Plan

Health Coverage

Health Insurance

Health Insurance Marketplace

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Health Maintenance Organization (HMO)

Health Reimbursement Account (HRA)

Health Savings Account (HSA)

Home Health Care

Home and Community-Based Services (HCBS)

Hospice Services

Hospital Outpatient Care

Hospital Readmissions

Hospitalization

Household

Indian Health Services (IHS)

Individual Health Insurance Policy

Inpatient Care

Institution

Insurance Contract

Insurance Plan

Insurance Policy

Large Group Health Plan

Lifetime Limit

Long-Term Care

Maximum Out of Pocket (MOOP)

Medicaid

Medically Necessary

Medicare

Medicare Advantage (Medicare Part C)

Medicare Prescription Drug Plan (Medicare Part D)

Medicare Prescription Drug Donut Hole

Minimum Essential Coverage (MEC)

Minimum value

Modified Adjusted Gross Income (MAGI)

Navigator

Network

Network Plan

Network Provider (In-network Provider)

New Plan

Non-preferred provider

Non-network Provider (Out-of-network Provider)

Open Enrollment Period

Out-of-Pocket Costs

Outpatient Care

Patient Protection and Affordable Care Act

Physician Services

Plan

Plan ID

Plan Year

Platinum Health Plan

Point of Service (POS) Plans

Policy Year

Pre-Existing Condition

Preferred Drug

Preferred Provider

Preferred Provider Organization (PPO)

Premium

Premium Tax Credit

Prescription Drug Coverage

Prescription Drugs

Primary Care

Primary Care Physician

Primary Care Provider

Prior Authorization (Preauthorization)

Provider (Healthcare Provider)

Public Health

Qualifying Life Event (QLE)

Quality Ratings (or 'star' ratings)

Reconcile

Referral

Rehabilitative/Rehabilitation Services

Service Area

Silver Health Plan

Skilled Nursing Care

Skilled Nursing Facility Care

Special Enrollment Period (SEP)

Specialist

Stand-alone dental plan

Subsidized Coverage

Summary of Benefits and Coverage (SBC)

Supplemental Security Income (SSI)

TRICARE

Tax Household

Tax filing requirement

UCR (Usual, Customary, and Reasonable)

Urgent Care

Vision Coverage

Waiting Period (Job-based coverage)

EXHIBIT I
Individual Record Retention Schedules

SEE DOH RETENTION SCHEDULE, EXHIBIT I ON THE VENDOR BID SYSTEM (VBS).