



RICK SCOTT
GOVERNOR

JUSTIN M. SENIOR
SECRETARY

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
NOTICE OF AGENCY DECISION**

**INVITATION TO NEGOTIATE
AHCA ITN 004-17/18
STATEWIDE MEDICAID MANAGED CARE PROGRAM – REGION 4**

April 24, 2018

Pursuant to Section 287.057, Florida Statutes, the Florida Agency for Health Care Administration intends to award a Contract to the following respondents for AHCA ITN 004-17/18, Statewide Medicaid Managed Care Program – Region 4:

- **Humana Medical Plan, Inc.**
- **Sunshine State Health Plan, Inc.**
- **WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida**
- **Florida Community Care, LLC**
- **Simply Healthcare Plans, Inc. D/B/A Clear Health Alliance HIV/AIDS Specialty Plan**
- **Sunshine State Health Plan, Inc. Child Welfare Specialty Plan**
- **WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida Serious Mental Illness Specialty Plan**

POSTING TIME/DATE:

FROM: 4:15 p.m./April 24, 2018

UNTIL: 4:15 p.m./April 27, 2018

RESPONDENT NAME	RANKING PRIOR TO NEGOTIATIONS	SELECTED FOR NEGOTIATIONS
COMPREHENSIVE PLANS		
Coventry Health Care of Florida, Inc. D/B/A Aetna Better Health of Florida	6	N
Humana Medical Plan, Inc.	4	Y
Molina Healthcare of Florida, Inc.	7	N
Simply HealthCare Plans, Inc.	3	Y
Sunshine State Health Plan, Inc.	2	Y
UnitedHealthcare of Florida, Inc.	5	Y



RESPONDENT NAME	RANKING PRIOR TO NEGOTIATIONS	SELECTED FOR NEGOTIATIONS
WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida	1	Y
LONG-TERM CARE PLUS PLAN		
Florida Community Care , LLC	1	Y
SPECIALTY PLANS		
Our Children PSN of Florida, LLC Children with Special Needs Specialty Plan	2	Y
WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida Children with Special Needs Specialty Plan	1	Y
Molina Healthcare of Florida, Inc. Child Welfare Specialty Plan	3	N
Sunshine State Health Plan, Inc. Child Welfare Specialty Plan	2	Y
WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida Child Welfare Specialty Plan	1	Y
Simply Healthcare Plans, Inc. D/B/A Clear Health Alliance HIV/AIDS Specialty Plan	1	Y
UnitedHealthcare of Florida, Inc. HIV/AIDS Specialty Plan	2	Y
Florida MHS, Inc. DBA Magellan Complete Care Serious Mental Illness Specialty Plan	3	N
UnitedHealthcare of Florida, Inc. Serious Mental Illness Specialty Plan	2	Y
WellCare of Florida, Inc., d/b/a Staywell Health Plan of Florida Serious Mental Illness Specialty Plan	1	Y

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

NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT – Pursuant to Section 287.042(2)(c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department, a water management district, or an agency pursuant to Section 120.57(3)(b), Florida Statutes shall post with the department, the water management district, or the agency at the time of filing the formal written protest a bond payable to the department, the water management district, or agency in an amount equal to 1

percent of the estimated contract amount. For protests of decisions or intended decisions pertaining to exceptional purchases, the bond shall be in an amount equal to 1 percent of the estimated contract amount for the exceptional purchase. The estimated contract amount shall be based upon the contract price submitted by the protestor or, if no contract price was submitted, the department, water management district, or agency shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar commodities or contractual services, the amount appropriated by the Legislature for the contract, or the fair market value of similar commodities or contractual services. The agency shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays, and state holidays, after the filing of the notice of protest by the vendor. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the department, the water management district, or agency may, in either case, accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the department, water management district, or agency prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. This section shall not apply to protests filed by the Office of Supplier Diversity. Upon payment of such costs and charges by the protestor, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor shall recover from the department, water management district, or agency all costs and charges which shall be included in the final order or judgment, excluding attorney's fees.

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