



SEPTEMBER 2011

REQUEST FOR INFORMATION  
AND  
INVITATION TO NEGOTIATE

**SMALL GROUP HEALTH INSURANCE  
APPLICATION/QUOTING HUB**

From

HEALTH CHOICES:  
Florida's Insurance Marketplace

Florida Health Choices, Inc.  
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Tallahassee, FL 32301  
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[www.myfloridachoice.org](http://www.myfloridachoice.org)

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## **PART I: GENERAL INTRODUCTION TO FLORIDA HEALTH CHOICES**

### **A. Established by the State of Florida**

The Florida Legislature created Florida Health Choices, Inc. during 2008 by enacting Section 408.910, Florida Statutes. Recent changes adopted by the 2011 Florida Legislature can be found at the following links:

- [House Bill 1125 \(effective 7/1/2011\)](#)
- [House Bill 1473 \(effective 10/1/2011\)](#)

In establishing the Corporation and the Florida Health Choices Program, the Florida Legislature found that a significant number of the residents of this state did not have adequate access to affordable, quality health care.

Specifically, the Florida Health Choices Program was established to:

- Expand opportunities for Floridians to purchase affordable health insurance and health services
- Preserve the benefits of employment-sponsored insurance while easing the administrative burden for employers who offer these benefits
- Enable individual choice in both the manner and amount of health care purchased
- Provide for the purchase health care coverage
- Disseminate information to consumers on the price and quality of health services
- Sponsor a competitive market that stimulates product innovation, quality improvement, and efficiency in the production and delivery of health services

### **B. Eligibility of Employers and Individuals**

Participation is voluntary and, while not specifically limited to the following list of employers and individuals, the Corporation intends to target the organizations named in Section 408.910, Florida Statutes:

- Small employers meeting criteria established by the program
- Employees of enrolled counties designated as fiscally constrained
- Employees of enrolled school districts in fiscally constrained counties
- Employees of enrolled municipalities having fewer than 50,000 residents
- Employees of enrolled statutory rural hospitals

Other individuals that may enroll include:

- Employees of the State of Florida not eligible for state health benefits
- Retirees of the State of Florida
- Medicaid reform participants who select the opt-out provision of Medicaid Reform

### **C. Eligible Agents**

Health Insurance Agents licensed by the State of Florida are eligible to register and participate in the marketplace.

### **D. Eligible Vendors**

The Corporation has established three classifications of vendors eligible for certification in the Marketplace. The Vendor Certification Criteria is provided in Exhibit E. Following are the vendor classifications:

#### **1. Vendors Licensed by the Office of Insurance Regulation**

Vendors meeting all requirements of the Florida Insurance Code may offer policies, products or contracts approved by the Office of Insurance Regulation. These vendors include the following:

- Insurers
- Health Maintenance Organizations
- Pre-paid Limited Health Service Organizations
- Discount Medical Plan Organizations
- Prepaid Health Clinics

#### **2. Health Service Vendors**

Other health vendors may offer service contracts and arrangements for a specified amount and type of health service or treatment in compliance with applicable state laws and as approved by the Corporation. Health service vendors may include but are not limited to the following:

- Hospitals
- Licensed health facilities

- Health care clinics
- Licensed health professionals
- Pharmacies
- Licensed health care providers
- Provider organizations
- Service networks
- Group practices
- Professional associations
- Other incorporated organizations of providers
- Corporate entities

### 3. Other Vendors

As increasing Marketplace functionality is developed, other vendors may be invited to offer services in support of participating employers. Examples of other vendors may include but are not limited to the following:

- Payroll service providers
- Human resource compliance providers
- Individual benefit account managers
- Other insurers may offer business insurance products

## E. Implementation Is Phased

The Corporation proposes to launch the program in three phases as described below:

**The Quick Start Phase/Small Group Pilot Program** will support limited offerings. The Corporation proposes to support 3 to 9 vendor during this phase. Vendors may offer small group policies or contracts that are regulated and approved by the Florida Office of Insurance Regulation.

**The Mid-Term Phase** will expand the type and number of products offered through the program. The offerings during this phase will include other entities that are regulated by the Florida Office of Insurance Regulation.

**The Long-Range Phase** provides an opportunity for health service vendors to enter the marketplace. Examples of allowable vendors and their offerings may include but are not limited to:

- Hospitals and other licensed health facilities, health care clinics, licensed health professionals, pharmacies, and other licensed care providers.
- Provider organizations including service networks, group practices, professional associations,

and other incorporated organizations of providers.

- Corporate entities providing specific health services in accordance with applicable state law.

The following table provides a brief overview of the launch phases, proposed expansions of eligibility, vendors, products and services for each phase:

HEALTH CHOICES: FLORIDA'S INSURANCE MARKETPLACE				
Period	Phase	Target Population	Vendor Offerings	Products/Services
2011/12	Quick Start/Small Group Pilot	<ul style="list-style-type: none"><li>• Small Employers</li></ul>	<ul style="list-style-type: none"><li>• Major Medical Excluding Dental Benefits</li></ul>	Small Group
2012/13	Mid-Term	<ul style="list-style-type: none"><li>• Small Employers</li><li>• Other Eligible Employers</li></ul>	<ul style="list-style-type: none"><li>• Major Medical Including Dental Benefits</li><li>• Dental, Vision and Other Risk-Bearing Coverage</li></ul>	Small Group
2013/14	Long-Term	<ul style="list-style-type: none"><li>• Small Employers</li><li>• Other Eligible Employers</li><li>• Eligible individuals</li></ul>	<ul style="list-style-type: none"><li>• Major Medical Offerings</li><li>• Employer Offerings</li><li>• Health Service Offerings</li></ul>	Individual Small Group Service Contracts

## **F. Potential Impact of Health Care Reform**

Potential respondents are advised that Florida Health Choices, Inc. is not a State designated American Health Benefit Exchange (AHBE Exchange) for individuals or a Small Business Health Options Programs (SHOP Exchange) as defined by the Patient Protection and Affordable Care Act. Likewise, the program the Corporation will implement is not subject to federal approval.

## **G. Purpose of this Request for Information and Invitation to Negotiate: Small Group Health Insurance Application/Quoting Hub**

The goal of this Request for Information is to assist the Corporation in identifying potential vendors and options for developing a secure web-based application/quoting hub (Hub) for the rapid exchange of applications for small group health insurance.

## **PART II: Application/Quoting Hub**

### **I. CALENDAR OF EVENTS**

(Subject to change)

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Publication Date:	September 23, 2011
Request Exploratory Conference:	October 7, 2011
Exploratory Conferences:	October 10-11, 2011
Negotiations:	By Invitation

### **II. DESIGNATED CONTACT**

Lauren McCarthy  
Florida Health Choices, Inc.  
200 West College Avenue, Suite 203  
Tallahassee, Florida 32301  
[Info@myfloridachoice.org](mailto:Info@myfloridachoice.org)

### **III. APPLICATION/QUOTING HUB**

The Corporation seeks to establish a secure web-based Hub to facilitate the enrollment of small groups and the required underwriting process. The Corporation has received considerable input from potential vendors interested in participating in the Marketplace. Exhibit A lists the appointed companies and their representatives serving on the Vendor Steering Committee.

#### **Look and Feel**

The look and feel of the web-based Hub will adhere to the color scheme, headers and footers of the Florida Health Choices website and style guide, and will be consistent for all roles. To view the Corporation's website style go to [www.myfloridachoice.org](http://www.myfloridachoice.org). A detailed style guide is also available upon request.

#### **Agent Access**

Agent access to the Hub will be limited to those agents who have registered with the Corporation through its Third Party Administrator. The Corporation is interested in suggestions for the efficient transfer of electronic information to ensure agent access is limited to its registered agents. Agents will have defined role access to the hub.

#### **Uniform Questionnaire for Small Groups**

When the Hub is implemented, a uniform employer group questionnaire will screen an employer's initial eligibility for enrollment. Information requested on the employer group questionnaire will likely include the following:

- Employer legal name and contact information
- Type of organization
- Employer contribution to health care coverage
- Length of employer's waiting period for new hires
- Worker's compensation coverage
- Number of eligible employees
- Number of employees working outside of Florida
- Number of ineligible employees
- Number of excluded employees
- Number and names of former employees on COBRA
- Current or previous health insurance coverage of the group

#### **Employers 10-50**

Employers reporting a group size of 10 to 50 will also complete an employer medical questionnaire. This on-line questionnaire seeks an employer's response to medical questions about the overall group. The information sought may include, but is not limited to, the following:



- Number of employees currently pregnant and their dues dates
- Previous employee hospitalizations
- Diagnosis or treatment of a variety of diagnosis within the previous five year period

#### **Employers 4-9**

Employers reporting a group size of 4 to 9 will be asked to have employees complete the employee and family medical questionnaire. This on-line form seeks detailed medical information about each employee and eligible family members related to the following categories:

- Heart/Circulatory
- Eyes/Ears/Nose/Throat
- Immune
- Cancer/Tumors
- Neurological
- Arthritis
- Bones/Muscles/Joints
- Transplants
- Psychological
- Diabetes/Endocrine
- Reproductive
- Lung/Respiratory
- Intestinal
- Live/Kidney/Urinary

#### **Smart Questionnaires**

The on-line questionnaires will be dynamic or “smart” questionnaires. That is, persons completing the questionnaire will be presented only with questions specific to their personal circumstances or medical history. For instance, an unmarried individual reporting a gender of male, will not be presented with questions related to pregnancy.

For all “yes” answers to a condition found under the diagnosis categories, employees are asked to provide detail information by identifying the family member, their diagnosis and treatment, date of onset, medication prescribed, etc. Some diagnoses require specific sub-types, stages, or other information unique to the particular diagnosis. Additional questions about tobacco use, pregnancies, pending test results and other prescription medications are also posed.

Draft questionnaires are imbedded in the following page. The draft questionnaires are subject to further revision prior to solution development. The questionnaires are presented in a printed format and do not accurately represent the dynamic or “smart” functionality the Corporation is seeking. These forms are presented for discussion purposes only.



HC\_forms\_1\_2Ver1F.  
pdf

### **Small Group Underwriting**

The Corporation estimates the number of vendors utilizing the Hub as ten or fewer state and regional vendors. When submitting their completed questionnaires, small employers will indicate the vendors operating in their area from which small group health insurance quotes are desired. The Hub will notify the desired participating vendors that a group is requesting a quote through the Hub. The Corporation suggests email notification as the method of vendor notification but seeks input on other secure and efficient methods to notify vendor underwriting units.

The vendor's underwriting unit will have unique access roles to the Hub and the group will be subject to the vendor's internal underwriting guidelines. The Hub is not required to calculate a risk assessment based on data contained in completed questionnaires. However, the Corporation would like to discuss this additional service for possible future development.

### **Quote Generation and Presentation**

Vendors will respond with a small group quote within two weeks or less on average. The quote, when returned to the Hub, may deviate from the vendor's base rate (1.0) by offering a rate deviation in compliance with the Florida Insurance Code (.90-1.15). Vendor quotes will be accessible in the Hub to the employer's registered health insurance agent. The Hub is not required to store vendor plan detail or associated base rates.

### **Secure Role-Based Access**

The following users will be assigned role-based access to the Hub:

- Agents registered in the Marketplace
- Employers
- Employees when participating in a group of 4-9
- Vendor underwriting units
- Florida Health Choices, Inc.
- The Corporation's Third Party Administrator for the purpose of providing customer service

Access to completed questionnaires will be restricted to appropriate users and in compliance with all state and federal laws and regulations. When returned, vendor quotes will not be visible to competing health insurance vendors. Similarly, agent access will be restricted to their customer data. Agents will not have access or view capability into the client list of competing health insurance agents.

## **Reports**

The Hub will generate reports to be specified by the Corporation on a scheduled basis. Ad hoc reporting is also of interest to the Corporation.

## **Questionnaire Approval**

The Corporation will file the employer group questionnaire, the employer medical questionnaire, and the employee and family medical questionnaire, with the appropriate regulatory body. The Corporation proposes that, when filed, the questionnaires will be utilized by all vendors participating in the small group pilot.

## **Integration**

Initially, the Corporation will establish the Hub as a separate Marketplace function without integration to vendor underwriting systems or the Corporation's Third Party Administrator's system. However, the Corporation is interested in learning more about the solution's potential for future integration.

## **Rapid Implementation**

In preparation for program launch, the Corporation seeks rapid deployment of the Hub solution to align with program readiness in other areas. Configuration, customization and implementation are desired to occur in 90 days or less. The Corporation is interested in hearing from solution providers about the reasonableness of this proposed schedule and will seek evidence of the respondent's ability to deliver on any schedule that is proposed.

# **IV. THIRD PARTY ADMINISTRATION**

The Corporation contracts with Ceridian Exchange Services, LLC (CES) to provide third party administration services. The Hub will not duplicate the range of services provided by CES which includes the following:

## **A. Web-Based Portal**

In partnership with eHealth, CES is establishing and will maintain a web-based choice portal. CES will design and deploy the web-based choice portal with a wide range of functions. The functions will include:

- Provide information to interested persons about available offerings and vendors
- Facilitate eligibility and enrollment of:

- Employers
- Employees of enrolled employers
- Health insurance agents
- Allow comparison of benefit, plan and service options utilizing a standardized presentation of information

Information about each product and service available through the program will be made available through this interactive website. The presentation of plan and service options will allow comparison when reasonable comparisons exist. The purpose is to allow the interested groups, agents and individuals to search through plan and service offerings based on a variety of search criteria. The search criteria will permit the user to identify options available in their geographic area and may also organize the options using other criteria selected by the user.

## **B. Eligibility Determination**

CES will accept registrations and validate eligibility of employers and health insurance agents. Forms for enrollment will be accepted by the Administrator through electronic means. Upon validation of eligibility, the information collected during the enrollment process will generate an account for the applicant employer or health insurance agent.

## **C. Employee Enrollment**

Eligible employees of enrolled employers will complete the enrollment process when the employer's unique URL and security code are provided by the employer. From the employer's URL, employees can complete the enrollment form on-line, choose the plan option that best suits that employee's individual or family needs, and submit the enrollment form for approval by the employer.

## **D. Enrollment Management**

CES will maintain a comprehensive, automated, enrollment management system and the capabilities described below:

- Correspondence generation
- Account history maintenance
- Late/delinquent payment notification
- Outgoing correspondence
- Transmittal of participant data to participating plans and service providers
- Provide verifications to vendors
- Transfer enrollment to another insurer or service provider when a vendor withdraws from the program or when the participant elects a new choice

- Changes in contact information
- Account update due to change in family composition
- Process returned mail and update address changes received from the U.S. Postal Service
- Continuing eligibility verification
- Renewal processing

## **E. Financial Services**

The Administrator will calculate and facilitate the collection of participant and third party contributions toward the cost of multiple program offerings.

CES is responsible for maintaining all financial activity on employer and agent accounts and provides the following financial services:

- **Premium Calculation** – Based upon information collected as to participant choice, and contribution amounts designated by the employer, CES will calculate the amount of funds due from each source for each participant. The Administrator will make the detail available to enrolled employers and aggregate the total amount due from the employer for the payroll frequency established by the employer.
- **Premium Collection** - Options for premium collection will include checks, automatic deductions from checking accounts, automatic deductions from credit card accounts and any other payment methods accepted by CES.
- **Remittance Processing** - At least twice monthly, CES will generate detailed reports the Corporation will use for remittance of premiums and other contributions to participating vendors.

## **F. Customer Contact Center**

The Administrator provides customer service via a toll-free hotline, email and regular U.S. mail service. The Statewide Customer Contact Center (Center) is located in St. Petersburg, Florida and will:

- Assist employers with establishment and administration of cafeteria plans
- Disseminate information to consumers on the price and quality of services available
- Provide access to account information
- Assist individual participants with managing available resources
- Respond to inquiries from employers, employees and agents

- Distribute materials that are unique to the program
- Provide general program information and answer inquiries about eligibility and enrollment
- Provide account payment and coverage verification
- Return calls left on voice mail
- Refer calls to a participating agents as appropriate
- Return calls requiring additional research

Professional, accurate, courteous customer service is a high priority for the Corporation. The Administrator is prepared to accurately and timely processing of all incoming correspondence, all outgoing correspondence, and all telephone or email inquiries related to application and enrollment in the marketplace.

The Center provides customer service days and hours of operation which are conducive to participant needs and include regular business hours on Monday through Friday, from 8:00 a.m. until 8:00 p.m. Eastern Standard Time, excluding approved holidays. The Center provides the option of a live call agent for all callers during these hours of operation.

The Center will manage customer communications in a professional, culture and language sensitive manner. At a minimum, the Center will make sufficient numbers of English and Spanish speaking staff during all hours of Center operations. The Administrator has the ability to communicate timely, accurately and efficiently with non-English speaking callers, and callers that are hearing impaired.

## **V. ENROLLMENT PROCESS OUTLINE**

In this section, the Corporation outlines the steps employers, their agents and eligible employees will take to achieve enrollment in the marketplace and obtain small group coverage with a participating vendor.

The steps in the process include the following:

- Window Shop and Learn More
- Agent Enrollment
- Pre-Test Eligibility
- Get a Quote
- Registration and Set Up, Choose a Vendor
- Employee Shop, Compare, Enroll
- Group Eligibility Validated
- Coverage Begins

## Window Shop the Learn More

- Upon implementation, anyone will be able to enter the marketplace by accessing a link provided at [www.myfloridachoice.org](http://www.myfloridachoice.org) or by visiting [www.floridahealthchoices.com](http://www.floridahealthchoices.com)
- To window shop, the agent, employer or individual enters basic demographic information for the shopper
- Vendors and plans available in the county will be displayed along with the basic rates. (1.0)
- Users can browse through informational links for tips on navigating the site, view frequently asked questions, watch a tutorial, and learn more
- Customer Service available by phone during business hours

## Agent Enrollment

To register and participate with the marketplace, agents complete a four step process:

- At initial registration, the agent enters the Florida License Number issued by the Florida Department of Financial Services and the agent's last name
- At validation, the system compares the information entered and compares it to data on file with the Florida Department of Financial Services to confirm the license is in an active status with the State of Florida
- At verification, the agent data on file with the state is auto-populated into the registration record
- Upon completion of agent registration and payment of registration fees, an email notification confirms the agent's active status in the marketplace

After registration is complete, an agent may choose to explore an employer's options in the marketplace. The agent can use the window shopping option to determine vendors, plans and the basic rates available to the client employer.

An interested shopper without an agent can also pick one. After clicking on "find an agent" the user is prompted to enter a zip code and the system will display a list of agents in the area that participate in the Marketplace.

## Get a Group Quote

After window shopping and identification of participating vendors, the group can be reviewed for possible eligibility by accessing the Hub link at [www.myfloridachoice.org](http://www.myfloridachoice.org) and [www.floridahealthchoices.com](http://www.floridahealthchoices.com). The employer group questionnaire is completed by all employers and includes questions about employer eligibility. All employers complete this questionnaire and, depending on the size of the group, they will also complete either the employer medical questionnaire or ask employees to fill out the employee and family medical questionnaire on-line.

The group may request quotes from one, some or all vendors available in their area and quoting responses will typically be returned to the Hub in two weeks or less for the employer's consideration.

### **Registration and Set Up**

After deciding to purchase through the Marketplace, the agent or employer can register as an applicant group at [www.floridahealthchoices.com](http://www.floridahealthchoices.com). When complete, an implementation analyst will contact the registrant to:

- Assist with IRS Section 125 requirements
- Confirm plan year, enrollment dates, billing and payment selection, employer contribution, etc.
- Review the employer's vendor choice and identify up to four plans offered by the chosen vendor that the employer will recommended to eligible employees

When employer set up is confirmed, the employer's customized URL is enabled. The system will send the newly enrolled employer the employer-specific URL and security key to access their site within the system. Employers or their agent will provide the secure access to eligible employees and invite them to complete the enrollment process.

### **Employee Shop, Compare, Enroll**

Once received, the employee uses the employer URL, enters security key and is prompted to enter basic demographic information. Upon doing so, up to four plans recommended by the employer and provided by the chosen vendor are displayed for consideration. The on-line calculator shows the total monthly premium, employer contribution, and employee share of premium.

After choosing a plan, the employee completes the on-line enrollment form. The employer is then notified electronically that an employee application is pending and awaiting verification by the employer.

### **Group Eligibility Validated**

The last step in the enrollment process is to validate that the employer group met all of the employer eligibility criteria. During group validation, the Marketplace or its Third Party Administrator verify the minimum 50% employer contribution requirements was met, review employee participation to ensure at least 70% of eligible employees completed enrollment and, after all of the above, verifies that the final group enrollment count is at least 4 but no more than 50.

### **Coverage Begins**

Upon confirmation that all eligibility requirements continue to be met after the group has completed the enrollment process, employers are invoiced for the first monthly premium and their payment is processed. The chosen vendor is notified of group enrollment and the plan chosen by eligible



employees. Upon receipt of the new enrollment notice, the vendor issues the group contract, enrollment materials and identification cards. Coverage is effective on the first of a month.

## **VI. REQUEST FOR INFORMATION AND INVITATION TO NEGOTIATE**

### **A. Comments and Questions**

Please direct comments, questions or suggestions about this RFI to [info@myfloridachoice.org](mailto:info@myfloridachoice.org) as noted in the Designated Contact section.

### **B. Exploratory Conferences**

The Corporation seeks to better understand currently available solutions that may be customized to meet the needs of the Marketplace. The Corporation will establish phone conferences on October 10<sup>th</sup> and 11<sup>th</sup>, to learn more about private sector Hub solutions.

Entities capable of providing a web demonstration of application hubs will be invited to do so during this period. To schedule an exploratory conference submit the request by October 7 to [info@myfloridachoice.org](mailto:info@myfloridachoice.org). Exploratory conferences may be limited in number and or duration depending on the number of conferences requested and qualifications of the requesting entities. A request for discovery conference does not guarantee one will be scheduled.

### **C. Negotiations**

The Corporation, at its discretion, may proceed to negotiations with one or more entities demonstrating proven capability to provide the requested service and rapid implementation.

In this phase of the process the Corporation may enter into negotiations with selected potential respondents. During this phase the Corporation may discuss modifications to the solutions, changes in the proposed service, improvements to the proposed solution and pricing. The Corporation is the sole judge of which entity or Hub solution best meets the needs of the Marketplace and participating vendors.

### **D. Standard Services Template**

The Corporation proposes that any contract awarded as a result of this RFI/ITN contain the terms and conditions as provided in Exhibit B. If selected for negotiation, the respondent may suggest

amendments to the template for consideration by the Corporation, its general counsel, and board of directors.

## **VII. GENERAL CONDITIONS**

### **A. Corporation Furnished Property**

No material, labor, or facilities will be furnished by the Corporation unless otherwise provided for in this RFI/ITN.

### **B. Special Notes**

The Corporation is a private, not-for-profit Corporation, and is not subject to the bid requirements of the State of Florida. The Corporation is not a state agency.

The Corporation is subject to the Sunshine Laws of Florida. Records held by the Corporation are public records and subject to disclosure upon request. State laws in Florida do provide for protection of documents and records in certain circumstances. Notations such as “confidential” on a document do not necessarily exempt the document from disclosure by the Corporation.

Respondents are responsible for understanding the applicability of the Sunshine Law to any documents, messages, recordings, notes or any other instrument submitted to the Corporation. The Corporation will not defend any claim of protected or confidential documents made by the respondent if a challenge is made.

### **C. Excluded Organizations**

The Corporation will not consider, directly or indirectly, any vendor that is debarred, suspended, ineligible or voluntarily excluded from doing business with any state or federal agency.

### **D. Performance Standards**

The Corporation places a high priority on customer service including the timely and accurate handling of all Marketplace functions. Please know that the Corporation is committed to negotiation of reasonable standards of performance.

### **E. Announcements**

To ensure the accuracy of any public communication, the content of any announcement, press release or statement issued by an entity responding to this RFI/ITN and concerning the Corporation's marketplace, must be approved by the Corporation prior to release.

#### **F. Most Favorable Terms**

The Corporation reserves the right to award a contract without any further discussion with respondents regarding information received. The Corporation reserves the right to contact respondents and request additional information or supplemental demonstration of potential Hub solutions. The Corporation is not obligated to contract with any respondent and reserves the right to amend or withdraw this RFI/ITN at any time.

#### **G. Cost of Discovery**

Any cost related to responding to this RFI/ITN is borne by the respondents. This includes any cost related to participation in discovery conferences and any other meetings held in relation to this RFI/ITN.

#### **H. Communication**

The respondent's designated representative is to direct any communication to the Corporation's designated contact as listed in this RFI/ITN.

With the exception of communication occurring during a publicly noticed meeting of the Corporation, the respondent's staff, subcontractors, lobbyists, and other representatives shall refrain from any contact with the Corporation's board of directors, staff, consultants, contractors, or affiliates in regard to this RFI/ITN.

#### **I. Amendments to this RFI/ITN**

This RFI/ITN may be amended or withdrawn at any time at the Corporation's sole discretion.

## VIII. SUBMISSION OF INFORMATION

Potential respondents are encouraged to submit a request for discovery conference by the date indicated in the Calendar of Events. The request for discovery conference should include the following:

- Name of the corporate entity submitting the request
- Name and contact information of the entity's official representative for this RFI/ITN
- Physical address of its corporate headquarters
- Proposed solution name
- A brief description of the proposed solution (100 words or less)
- Suggested method to ensure agent access is limited to agents registered with the Marketplace
- Experience with smart questionnaires used for health insurance purposes (50 words or less)
- Suggested method for notification to vendors that a group is awaiting a quote
- Functionality that includes calculating risk assessment (50 words or less)
- Potential for future integration with vendors and the Marketplace Third Party Administrator
- Reasonableness of the proposed schedule

The information requested should be submitted to [info@myfloridachoice.org](mailto:info@myfloridachoice.org) in email form. No attachments will be accepted and all content of your message is subject to public disclosure.

## EXHIBIT A

### Vendor Steering Committee

Representative	Vendor/Organization
Sherry R. Baker	Aetna
Joy Ryan	America's Health Insurance Plans
Nicholas M. Kavouklis, DMD	Argus Dental Plan
Javier Mendoza	AvMed Health Plans
V. Sheffield "Chip" Kenyon	Blue Cross Blue Shield of Florida
Joseph Rogers	Broward Health
Tom Glennon	Capital Health Plan
Holly Benson	Centene Corporation/Sunshine State Health Plan
Greg Mellowe	Florida C.H.A.I.N.
Vincent DiBenedetto	Consumer Health Alliance and Coverdell
Heather Grzych	Delta Dental
Josh Babyak	Dentalplans.com
Lourdes T. Rivas	DentaQuest
Michael W. Garner	Florida Association of Health Plans
David C. Schandel	Florida Health Care Plans
Les Beitsch	FSU School of Medicine
Tim Love	Humana
Scot Giambruno	Liberty Dental Plan of FL
Carlos Lacasa and Glen Feingold	MCNA Dental Plan
Alberto F. Arca	Preferred Medical Plan
Glenn Baker	United Healthcare of Florida
Darcy Gartner	Vista/Coventry

## **Exhibit B**

### **FLORIDA HEALTH CHOICES, INC.**

#### **STANDARD SERVICES CONTRACT**

This Contract is entered into between Florida Health Choices, Inc. ("FHC"), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and **[enter entity's COMPLETE LEGAL name], name of state and state type of business entity ("ENTITY")** to provide \_\_\_\_\_ services.

#### **BACKGROUND**

**Use in place of recitals with the traditional "whereas" statements.**

**Purpose: to provide a brief summary and background of agreement and to put agreement and its purpose in context.**

**Use complete sentences.**

THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

#### **Section 1 Definitions**

- 1-1 "Applicant" means those employers, individuals, vendors, and health insurance agents as set forth in Section 408.910(4), F.S.
- 1-2 "Enrollee" means an individual who meets FHC standards of eligibility and has been enrolled in the Program.
- 1-3 "Florida Statutes" (F.S.) means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Contract.
- 1-4 "Liquidated Damages" mean the amounts stipulated in this Contract or any Attachments, and agreed to by the Parties as a reasonable estimation of the losses if the ENTITY breaches the terms of the Contract or fails to perform its obligations fully, correctly and on time, as determined in the sole discretion of FHC. The Parties agree that the actual damages in such situations are uncertain and difficult to ascertain. The Parties' mutual intent in establishing the liquidated damages as set forth in this Contract is to make a good-faith effort and estimation of damages, not to penalize ENTITY.
- 1-5 "Program" means the program administered by FHC as created by and governed under section 408.910, F.S. and related state and federal laws.

#### **Section 2 Term of this Contract**

The term of this Contract is for \_\_\_\_\_ (#) years. The Effective Dates are:

This Contract shall begin on \_\_\_\_\_, 20\_\_.

This Contract shall end on \_\_\_\_\_, 20\_\_.

This Contract may be extended at FHC's option for one additional year beyond the initial term indicated above. FHC agrees to notify ENTITY by \_\_\_\_\_, 20\_\_ if FHC does not intend to exercise the one year extension. Thereafter, this contract may be extended only by mutual consent of both parties.

### **Section 3 Fees and Costs**

- 3-1 FHC agrees to pay ENTITY at the rate of \_\_\_\_\_ per \_\_\_\_\_ for the performance of services under this Contract. However, all billing must be itemized with specificity as to time, date, purpose and specific number of hours.
- 3-2 For the purposes of fulfilling the obligations of this Contract within the scope of its terms, ENTITY may be entitled, in addition to the payment agreed to in subsection 2-1 above, to receive from the funds of FHC, reimbursement for per diem and travel expenses as provided by Section 112.061, F.S., in the same amounts and under the same procedures as Board Members of FHC are entitled to such reimbursements pursuant to Section 408.91, F.S. Per diem and travel expenses, as well as incidentals not specified in this Contract, for which reimbursement is sought must be approved by an authorized officer or employee of FHC before they are incurred for reimbursement to be considered. In addition, ENTITY may be entitled to receive reimbursement for necessary photocopy costs at the rate of twenty (20) cents per page and tele-copies at a rate of one dollar (\$1.00) per page. Reimbursement for postage, express mail and long distance phone calls will be for the expense actually incurred by ENTITY and must be itemized with specificity in billings to FHC so as to identify the individual costs.
- 3-3 ENTITY agrees to bill FHC monthly for all time and charges incurred in meeting the obligations of this Contract. Such bills will include the specificity required by this section of the Contract.
- 3-4 FHC will make payment to ENTITY within thirty (30) calendar days of receiving an invoice from ENTITY provided such billing is in accordance with the terms of this Contract. If FHC requests detail or clarification regarding an invoice, payment shall be made within thirty (30) calendar days of receipt of the detail or clarification.
- 3-5 In the event FHC disagrees with or questions any amount due under an invoice, FHC agrees to pay the amount not in disagreement in accordance with the terms of this Contract, and communicate such disagreement to ENTITY in writing within thirty (30) calendar days of the invoice date. Any claim not made within that period shall be deemed waived.

- 3-6 The parties agree that under no circumstances shall the total charges to FHC for the performance of this Contract and all associated costs exceed \$\_\_\_\_\_.

#### **Section 4 Duties of ENTITY**

##### **4-1 Deliverables**

- A. **[REFER TO ATTACHMENT E AND ABOVE OR INSERT PARTICULARS OF DELIVERABLES AS NEEDED- IF RFP AND RESPONSE ARE INCLUDED IN ATTACHMENT INCLUDE ANY SPECIFICITY NEEDED TO PREVENT CONFLICTS OR CLARITY ISSUES]**

##### **4-2 Records Retention and Accessibility**

- A. ENTITY agrees to maintain books, records and documents in accordance with generally acceptable accounting principles which sufficiently and properly reflect all expenditures of funds provided by FHC under this Contract.
- B. ENTITY shall have all records used or produced in the course of the performance of this Contract available at all reasonable times for inspection, review, audit or copying to FHC, any vendor contracted with FHC or any state or federal regulatory agency as authorized by law or FHC. Access to such records will be during normal business hours and will be either through on-site review of records or through the mail. These records shall be retained for a period of at least five (5) years following the term of this Contract, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all tasks are completed.
- C. ENTITY agrees to cooperate in any evaluative efforts conducted by FHC or an authorized subcontractor of FHC both during and for a period of at least five (5) years following the term of this Contract. These efforts may include a post-Contract audit.
- D. Additionally, ENTITY agrees to provide to FHC, by July 1<sup>st</sup> (first) each year, an audited financial statement for ENTITY'S preceding fiscal year. If such is not customarily available in the ordinary course of ENTITY'S business, then a written statement from an accountant verifying the financial stability of ENTITY shall be submitted and be subject to the approval of the Chief Executive Officer.
- E. ENTITY shall include all the requirements of this subsection in all approved subcontracts and assignments and ENTITY agrees to require subcontractors and assignees to meet these requirements.



#### 4-3 Use of Subcontractors or Affiliates

ENTITY may contract with subcontractors or affiliates to deliver services under this Contract subject to the following conditions.

- A. ENTITY identified the subcontractor or affiliate in its response to the RFP for covered by this Contract.
- B. ENTITY has provided FHC with a copy of the current contract or other written agreement and any amendments for services under this Contract between ENTITY and the subcontractor or affiliate. FHC shall have the right to withhold its approval of any such contracts, agreements and amendments.
- C. ENTITY'S Contract with the subcontractor or affiliate fully complies with all terms and conditions of this Contract between ENTITY and FHC.
- D. ENTITY agrees to notify FHC in advance of the termination of such agreements with any subcontractor or affiliate.
- E. ENTITY shall provide FHC with advance notice of ENTITY'S intent to contract with any new subcontractors or affiliates for services covered under this Contract. Prior to execution, ENTITY shall forward for FHC's review and approval any proposed agreement for services with subcontractors or affiliates.
- F. By April 1<sup>st</sup> (first) each year, ENTITY agrees to provide FHC with an annual report listing, for the previous calendar year, all subcontractors or affiliates that performed services under this Contract for ENTITY and attaching a copy of ENTITY'S executed contracts with such subcontractors and affiliates.

All agreements between ENTITY and its subcontractor or affiliates to provide services under this Contract shall be reduced to writing and shall be executed by both parties. All such agreements shall also be available to FHC within seven (7) business days of request for production.

Failure of ENTITY to comply with the provisions of this section shall constitute a breach and renders this Contract subject to cancellation by FHC.

#### 4-4 Indemnification

ENTITY shall indemnify, defend and hold FHC, its officers, directors, agents and employees harmless from all claims, losses, suits, judgments or damages, including court costs and attorneys fees, arising out of :

- A. negligence, intentional torts or breach of contract by ENTITY;
- B. any claims or losses attributable to the acts of any subcontractor, person or entity performing or furnishing services, materials, or supplies on behalf of ENTITY in connection with the performance of this Contract whether or not known to FHC; or
- C. any failure of ENTITY, its officers, employees or subcontractors to observe the requirements of applicable Florida or federal law, regardless of whether FHC knew or should have known of such failure.

#### 4-5 Insurance

ENTITY shall not commit any work in connection with the Contract until it has obtained all types and levels of insurance required and approved by FHC. Such coverage may include but not be limited to worker's compensation, liability, fire insurance, and property insurance depending upon the types of services being provided and shall be attached as Attachment\_\_\_ to this contract. Within ten (10) days of contract execution, ENTITY shall provide FHC proof of coverage of insurance by a certificate of insurance. FHC shall be provided proof of coverage of insurance by a certificate of insurance within ten (10) business days of contract execution. Continuing evidence of insurance coverage must be provided to FHC by July 1<sup>st</sup> of each year.

FHC shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such a deductible shall be the sole responsibility of ENTITY and/or subcontractor holding such insurance. The same holds true of any premiums paid on any insurance policy pursuant to this Contract. Failure to provide proof of coverage when requested may result in the Contract being terminated.

### **Section 5 General Terms and Conditions**

#### 5-1 Amendment

This Contract may be amended by mutual written consent of the parties at any time. This Contract shall automatically be amended to the extent necessary from time to time to comply with state or federal laws upon notice by FHC to ENTITY to that effect.

#### 5-2 Assignment

This Contract and the monies that may become due under it may not be assigned by ENTITY without the prior written consent of FHC. Any purported assignment without such consent shall be deemed null and void.

#### 5-3 Attachments

Attachments A through \_\_\_\_ are all incorporated into this Contract by reference. Any conflict between these Attachments and this Contract, the Attachment shall control.

5-4 Attorney Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, FHC shall be entitled to recover from ENTITY its attorney fees and costs incurred, whether or not suit is filed, and if filed, at both trial and appellate levels. Legal actions are defined to include administrative proceedings.

5-5 Bankruptcy

FHC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event ENTITY or any of its approved subcontractors file a petition for bankruptcy or for approval of a plan of reorganization or arrangement under the Bankruptcy Act. ENTITY shall give FHC notice of the intent to petition for bankruptcy or reorganization or arrangement at the time of the filing and immediately provide a copy of such filing to FHC. FHC shall have thirty (30) calendar days to elect continuation or termination of this Contract.

5-6 Change of Controlling Interest

FHC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event of a change in the ownership or controlling interest of ENTITY or any of its approved subcontractors. ENTITY shall give FHC notice of regulatory agency approval, if applicable, prior to any transfer or change in control of documentation of the change of regulatory agency approval is inapplicable. FHC shall have thirty (30) calendar days after receipt of such notice to elect continuation or termination of this Contract.

5-7 Confidentiality

ENTITY shall treat all information, particularly personal or identifying information relating to Applicants or Enrollees that is obtained through its performance under this Contract, as confidential information to the extent confidential treatment is provided under state and federal laws. ENTITY shall not use any information obtained in any manner except as necessary for the proper discharge of its obligations and to secure its rights under this Contract. Such information shall not be divulged without written consent of FHC, the Applicant or the Enrollee. This provision does not prohibit the disclosure of information in summary, statistical or other form which does not identify particular individuals.

ENTITY and FHC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. Neither party will disclose or allow others to disclose proprietary information as determined by law by any

means to any person without prior written approval of the other party. All proprietary information will be so designated. This requirement does not extend to routine reports and membership disclosure necessary for efficient management of the Program.

ENTITY understands that FHC is subject to the Florida Public Records Act, Section 119.07, F.S. and therefore all such information may be considered a public record and open to inspection. Thus, unless otherwise confidential or exempted by law, ENTITY shall allow public access to all documents, papers, letters, electronic correspondence or other material subject to the provisions of Chapter 119, F.S. and made or received by ENTITY in conjunction with this Contract. However, ENTITY agrees to advise FHC prior to the release of any such information.

## 5-8 Conflicts of Interest

### 5-8-1 Conflicts of Interest

ENTITY confirms that to the best of its knowledge, the responsibilities and duties assumed pursuant to this Contract are not in conflict with any other interest to which ENTITY is obligated or from which ENTITY benefits. Further, ENTITY agrees to inform FHC immediately after becoming aware of any conflicts of interest which it may have with the interests of FHC, as set forth in this Contract and which may occur in the future.

Within ten (10) days of contract execution, ENTITY shall submit a disclosure form identifying any relationships, financial or otherwise with any FHC Board Member, or any employee of FHC.

### 5-8-2 Gift Prohibitions

In accordance with FHC Corporate Policies, ENTITY affirms its understanding that FHC Board Members and FHC Employees are prohibited from accepting any gifts, including but not limited to, any meal, service or item of value even de minimus from those entities that conduct or seek to conduct business with FHC.

### 5-8-3 Non-Solicitation

ENTITY recognizes and acknowledges that as a result of this Contract ENTITY will come into contact with employees of FHC and that these employees have received considerable training by FHC. ENTITY agrees not to solicit, recruit or hire any individual who is employed by FHC during the term of this Contract. This prohibition shall be in effect for both the term of this Contract and twelve (12) months immediately following its termination.

5-9 Entire Understanding

This Contract with all Attachments incorporated by reference embodies the entire understanding of the parties relating to the subject matter of this Contract, and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the parties relative to the subject matter hereof.

5-10 Force Majeure

Neither party shall be responsible for delays of failure in performance of its obligations under this Contract resulting from acts beyond the control of the party. Such acts shall include, but are not limited to, blackouts, riots, acts of war, terrorism, epidemics, government regulations on statutory amendments adopted following the date of execution of this Contract, fire communication line failure, computer hardware failure, computer executive software failure, power failure or shortage, fuel shortages, hurricanes or other natural disasters.

5-11 Governing Law; Venue

This Contract shall be governed by applicable state and federal laws and regulations as such may be amended during the term of the Contract, whether or not expressly included or referenced in this Contract.

ENTITY agrees to comply with the following provisions as such may from time to time be amended during the term of this Contract:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended 29, U.S.C. 601 et seq., which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9848, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The American Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires accommodation for persons with disabilities.

- G. Section 274A (e) of the Immigration and Nationalization Act, FHC shall consider the employment by any contractor of unauthorized aliens a violation of this Act.
- H. OMB Circular A-102, A-87, 45 CFR-92 and Attachment A of this Contract. Covered transactions include procurement contracts for services equal to or in excess of one hundred thousand dollars (\$100,000.00) and all non-procurement transactions.
- I. All applicable state and federal laws and regulations governing FHC.
- J. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

ENTITY agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract and such compliance is binding upon ENTITY, its successors, transferees and assignees for the period during which services are provided. ENTITY further agrees that all contractors, subcontractors, subgrantees or others with whom it arranges to provide goods, services or benefits in connection with any of its programs and activities are not discriminating against either those whom they employ nor those to whom they provide goods, services or benefits in violation of the above statutes, regulations, guidelines and standards.

It is expressly understood that evidence of ENTITY'S refusal or failure to substantially comply with this section or such failure by ENTITY'S subcontractors or anyone with whom ENTITY affiliates in performing under this Contract shall constitute a breach and renders this Contract subject to unilateral cancellation by FHC.

Any legal action with respect to the provisions of this Contract shall be brought in state court in Leon County, Florida.

#### 5-12 Independent Contractor

The relationship of ENTITY to FHC shall be solely that of an independent contractor. The parties acknowledge and agree that neither party has the authority to make any representation, warranty or binding commitment on behalf of the other party, except as expressly provided in this Contract or as otherwise agreed to in writing by the parties, and nothing contained in this Contract shall be deemed or construed to (i) create a partnership or joint venture between the parties or any affiliate, employee or agent of a party; or (ii) constitute any party or any employee or agent of a party as an employee or agent of the other party.

#### 5-13 Name and Address of Payee

The name and address of the official payee to whom the payment shall be made:

For ENTITY:

Name

Address

Email

#### 5-14 Notice and Contact

All notices required under this section shall be in writing and may be delivered by certified mail with return receipt requested, by facsimile with proof of receipt, by electronic mail with proof of receipt or in person with proof of delivery.

Notice required or permitted under this Contract shall be directed as follows:

For FHC:

Administrative Services Manager  
Florida Health Choices, Inc.  
225 South Adams Street, Suite 250  
Tallahassee, FL 32301  
850-222-0933 (Phone)  
850-222-8222 (Fax)

For ENTITY:

Name

Address

Phone/fax

Email

In the event that different contact persons are designated by either party after execution of this Contract, notice of the name and address of the new contact will be sent to the other party and be attached to the originals of this Contract.

#### 5-15 Severability

If any of the provisions of this Contract are held to be inoperative by a court of competent jurisdiction, such a provision shall be severed from the remaining provisions of the Contract which shall remain in full force and effect.

#### 5-16 Survival

The provisions of the following sections: Records Retention and Accessibility; Attorney Fees; Confidentiality; Conflicts of Interest; Non-Solicitation and Governing Law; Venue shall survive any termination of this Contract.

#### 5-17 Termination of Contract

##### A. Termination for Lack of Funding

This Contract is subject to the continuation and approval of funding to FHC from state, federal and other sources. FHC shall have the absolute

right, in its sole discretion, to terminate this Contract if funding for the Program is to be changed or terminated such that this Contract could not be sustained. FHC shall send ENTITY notice of termination and include a termination date of not less than thirty (30) calendar days from the date of the notice.

B. Termination for Lack of Payment

If FHC fails to make payments in accordance with the schedule included in this Contract, ENTITY may suspend work and pursue the appropriate remedies for FHC's breach of its payment obligations. ENTITY must provide FHC at least thirty (30) calendar days written notice of any suspension due to lack of payment and allow FHC an opportunity to correct the default prior to suspension of work.

C. Termination for Lack of Performance or Breach

The continuation of this Contract is contingent upon the satisfactory performance of the ENTITY and corresponding evaluations by FHC. If ENTITY fails to make timely progress on the objectives of this Contract or fails to meet the deliverables described under this Contract in the time and manner prescribed, FHC reserves the right to terminate this Contract, or any part herein, at its discretion and such termination shall be effective at such times as is determined by FHC. In its sole discretion, FHC may allow ENTITY to cure any performance deficiencies prior to termination.

FHC further reserves the right to terminate this Contract by written notice to the ENTITY for breach of any provision of the Contract by the ENTITY, for the ENTITY's failure to perform satisfactorily any requirement of this Contract, or for any defaults in performance of this Contract, as determined in FHC's sole discretion.

Waiver of the failure to perform satisfactorily or of breach of any provision of this Contract shall not be deemed to be a waiver of any other failure to perform or breach and shall not be construed to be a modification of the terms of this Contract.

D. FHC may terminate this Agreement in the event of a Material Breach of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within ten (10) calendar days after the non-breaching party has given written notice thereof to the breaching party. In the event the ENTITY cannot perform the cure within ten (10) days, after the receipt of notice from FHC, and FHC is satisfied, in its sole discretion, that the ability to cure is not the fault of the ENTITY, FHC may establish a timetable for cure and such decision by FHC shall be final. A "Material Breach" shall mean the failure to perform any of the duties, requirements, terms or conditions set forth



herein, and shall mean a violation of any duty, responsibility of the ENTITY required under this Contract, or any applicable state or federal laws or a rule or regulations.

It is expressly understood that evidence of ENTITY'S refusal to substantially comply with this Contract or such failure by ENTITY'S subcontractors, assignees or affiliates performing under this Contract shall constitute a Material Breach of this Contract.

E. Termination upon Revision of Applicable Law

FHC and ENTITY agree if federal or state revisions of any applicable laws or regulations restrict FHC's ability to comply with the Contract, make such compliance impracticable, frustrate the purpose of the Contract or place the Contract in conflict with FHC's ability to adhere to its statutory purpose, FHC may unilaterally terminate this Contract. FHC shall send ENTITY notice of termination and include a termination date of not less than thirty (30) calendar days from the date of notice.

F. Termination upon Mutual Agreement

With mutual agreement of both parties, this Contract, or any part herein, may be terminated on an agreed date prior to the end of the Contract without penalty to either party.

5-18 Transition Plan and Process

Upon the expiration or termination of this Contract for any reason, should FHC choose to use another vendor, ENTITY shall ensure a smooth transition. ENTITY shall provide a transition plan to FHC within [number of days (\_\_\_)] business days of notice of the expiration or termination of this Contract. Acceptance of the transition plan shall be determined in the sole discretion of FHC. Failure for the ENTITY to provide a timely transition plan acceptable to FHC shall be cause to hold the ENTITY in default and for failure to perform; and in such event liquidated damages in the amount of [\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00)] per day may be charged against the ENTITY. FHC also may withhold payment to ENTITY for nonperformance or unsatisfactory performance of the terms of this Contract.

ENTITY shall provide staff, services and other resources for consultation and the successful and complete transition after the expiration or termination of this Contract, as requested by FHC. The "Transition Period" required is estimated to be [\_\_\_\_\_ (\_\_\_)] months after the expiration or termination of this Contract. In the event, the actual Transition Period extends longer than the estimated Transition Period; the ENTITY shall continue to perform the duties pursuant to this Contract and to provide the necessary level of staff, services and other resources until the actual Transition Period is completed successfully, as determined in the sole discretion of FHC.

During the actual Transition Period, FHC agrees to continue payment to ENTITY, pursuant to Section 3 of this Contract. However such payment shall be prorated and limited to the actual duties performed by the ENTITY and the staff, services and other resources provided during the actual Transition Period, as requested and required by FHC. The ENTITY's billing shall be itemized with specificity as to time, date, purpose and specific number of hours and document the actual staff, services and other resources provided during the actual Transition Period.

**[TWO (2) SIGNATURE PAGES FOLLOWS]**

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have caused this Contract, to be executed by their undersigned officials as duly authorized.

**FOR**

**ENTITY:**

\_\_\_\_\_

**NAME:**

**TITLE:**

**DATE SIGNED:**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Signature

Notary Public – State of Florida

\_\_\_\_\_

Print, Type or Stamp Name of Notary Public

\_\_\_\_\_

My Commission Expires

\_\_\_\_\_

WITNESS #1 SIGNATURE \_\_\_\_\_

WITNESS #1 PRINT NAME \_\_\_\_\_

WITNESS #2 SIGNATURE \_\_\_\_\_

WITNESS #2 PRINT NAME \_\_\_\_\_

**FOR**

**FLORIDA HEALTH CHOICES, INC.:**

---

**NAME:**        **Rose M. Naff**

**TITLE:**        **Chief Executive Officer**

**DATE SIGNED:**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rose M. Naff, as Chief Executive Officer on behalf of the Florida Health Choices, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.

---

Signature

Notary Public – State of Florida

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Print, Type or Stamp Name of Notary Public

---

My Commission Expires

---

WITNESS #1 SIGNATURE \_\_\_\_\_

WITNESS #1 PRINT NAME \_\_\_\_\_

WITNESS #2 SIGNATURE \_\_\_\_\_

WITNESS #2 PRINT NAME \_\_\_\_\_

**Reviewed by:**

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Wilbur E. Brewton

Fla Bar Number: xxxxxxxxx

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

#### CONTRACTS AND SUBCONTRACTS

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

#### INSTRUCTIONS

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

#### CERTIFICATION

*Entity certifies, by signing this certification, that neither Entity nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal agency.*

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

---

Signature (Above)

---

Date of Signature

Name and Title of Authorized Signatory:

Name of Entity and Business Address:

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

---

Signature (Above)

---

Date of Signature

Name and Title of Authorized Signatory:

Name of Entity and Business Address:

<p style="text-align: center;"><b>ATTACHMENT C</b> <b>REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY</b> <b>ACT OF 1996 COMPLIANCE:</b> <b>BUSINESS ASSOCIATE (BA) AGREEMENT</b></p>
---

THIS BA AGREEMENT (Attachment C), is entered into and made between Florida Health Choices, Inc., a Florida non-profit corporation, (FHC) (the "Covered Entity") and \_\_\_\_\_ (the "BA") and is incorporated in the Services Contract (Contract) between FHC and \_\_\_\_\_.

1. HIPAA Compliance. FHC and BA agree to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended from time to time ("HIPAA"). Pursuant to HIPAA, FHC meets the definition of a covered entity and BA meets the definition as a business associate. As a covered entity, FHC must obtain and document satisfactory assurances from business associates, such as BA, that BA shall appropriately safeguard the individually identifiable health information which is personal health information ("PHI") and/or electronic protected health information ("EPHI") though a written contract or other written agreement such as this Attachment.
2. Definitions For Use in This Attachment. Terms used, but not otherwise defined, in this Attachment and the Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162 and 164.
3. Privacy Obligations and Activities of BA. BA shall ensure compliance with the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164 (the "Privacy Rule"). Without limiting the generality of the foregoing, BA agrees that it will, in accordance with HIPAA, comply with the following:
  - BA agrees to not use or disclose personal health information PHI other than as permitted or required by this Attachment, the Agreement or as Required By Law.
  - BA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Attachment and the Agreement.
  - BA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
  - BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Attachment, the Agreement and HIPAA.
  - BA agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Attachment and the Agreement of which it becomes aware, within twenty (20) business days.
  - BA shall promptly report to Covered Entity any "security incident" of which it becomes aware; as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, BA shall identify: the date of the security incident, the scope of the security incident, the BA's response to the security incident and the identification of the party responsible for causing the security incident, if known.
  - BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and/or EPHI received from, or created or received by BA on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Attachment and the Agreement to BA with respect to such information.
  - BA agrees to provide access, at the written request of Covered Entity, within ten (10) business days of the written request (five (5) additional business days are permitted if written request provided by the U.S. Postal Service ("USPS")), to PHI in a Designated Record Set ("DRS"), to Covered Entity or, as directed by

Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524. In the event any Individual requests access to PHI directly from BA, BA shall forward written notice of such request, to Covered Entity within ten business (10) days (five (5) additional business days are permitted if written notice provided by U.S.P.S.). Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

BA agrees to make any amendment(s) to PHI in a DRS that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, within twenty (20) business days of the written request (five (5) additional business days are permitted if written request provided by U.S.P.S.).

BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BA on behalf of, Covered Entity available to the Covered Entity and to the Secretary, within fifteen (15) business days notice of the Secretary's request (five (5) additional business days permitted if notice provided by U.S.P.S.) or in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's HIPAA compliance.

BA agrees to document such disclosures of PHI 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 PHI in accordance with 45 CFR §164.528.

BA agrees to provide to Covered Entity, or an Individual at the request of the Covered Entity, within fifteen (15) business days (five (5) additional business days are permitted if written notice provided by U.S.P.S.) of written notice by Covered Entity to BA that Covered Entity has received a request for an accounting of PHI disclosures regarding an Individual during the six (6) years prior to the date on which the accounting was requested, information collected in accordance with Section 2.i. of this Attachment, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures, pursuant to 45 CFR §164.528.

4. Security. BA shall ensure compliance with the HIPAA Security Standards for the Protection of Electronic Protected Health Information ("E PHI"), 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), with respect to Electronic Protected Health Information covered by this Agreement effective on the compliance date for initial implementation of the security standards set for in 45 C.F.R. §164.318. Without limiting the generality of the foregoing, BA agrees that it will, in accordance with HIPAA:

Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C.

Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;

Report to the Covered Entity any security incident of which it becomes aware;

Ensure the confidentiality, integrity, and availability of all Electronic Protected Health it creates, receives, maintains, or transmits;

Protect against any reasonably anticipate threats or hazards to the security or integrity of such information;

Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under HIPAA; and

Ensure compliance with 45 C.F.R. Part 164, Subpart C (Security Standards for the Protection of Electronic Protected health Information) by its workforce.

5. Electronic Transaction And Code Sets. BA shall comply with the HIPAA Standards for Electronic Transactions and Code Sets, 45 C.F.R. Parts 160 and 162, with respect to Electronic Protected Health Information covered by this Agreement. Without limiting the generality of the foregoing, BA agrees that it will, in accordance with 45 C.F.R. §



162.923(c):

Comply with all applicable requirements of 45 C.F.R. Part 162; and

Require any agent or subcontractor to comply with all applicable requirements of 45 C.F.R. Part 162.

6. Permitted Uses and Disclosures by BA - General Use and Disclosure Provisions. Except as otherwise limited in this Attachment, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

7. Permitted Uses and Disclosures by BA - Specific Use and Disclosure Provisions.

Except as otherwise limited in this Attachment and the Agreement, BA may use PHI for the proper management and administration of BA or to carry out BA's legal responsibilities.

Except as otherwise limited in this Attachment and the Agreement, BA may disclose PHI for the BA's proper management and administration, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.

Except as otherwise limited in this Attachment and the Agreement, BA may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).

BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

8. Provisions for Covered Entity to Inform BA of Privacy Practices and Restrictions.

Covered Entity shall notify BA of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.

Covered Entity shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure PHI.

Covered Entity shall notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

9. Term and Termination.

Term. The Term of this Attachment shall be effective concurrent with the Agreement, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

Termination for Cause. Upon Covered Entity's knowledge of a breach by BA, Covered Entity shall either:

Provide an opportunity for BA to cure the breach or end the violation and terminate this Attachment and/or the Agreement if BA does not cure the breach or end the violation within thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) of Covered Entity's notice to BA of the Covered Entity knowledge of the BA's breach; or

Immediately terminate this Attachment and the Agreement if BA has breached a

term of this Attachment and/or the Agreement and cure is not possible;  
as determined at the sole discretion of Covered Entity; or  
If neither termination nor cure is feasible, Covered Entity shall report the violation  
to the Secretary.

Effect of Termination.

Except as provided in paragraph (ii) of this Section, upon termination of this Attachment and the Agreement, for any reason, BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of any subcontractors or agents of BA, and BA has the duty to insure that any of its subcontractors or agents comply with these termination provisions. Neither BA, nor any of its subcontractors or agents, shall retain any copies of PHI upon termination of this Attachment and the Agreement.

In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) prior to the termination of the Agreement or within thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) of BA's notice of Covered Entity's knowledge of a breach of this Attachment and/or the Agreement. Upon mutual agreement of the parties that return or destruction of PHI is infeasible; BA shall extend the protections of this Attachment and the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

10. Miscellaneous.

Regulatory References. A reference in this Attachment and the Contract to a section in HIPAA means the section as in effect or as amended.

Amendment. The Parties agree to take such action as is necessary to amend this Attachment and the Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA.

Survival. The respective rights and obligations of BA under Section 9.c., "Effect of Termination," of this Attachment shall survive the termination of this Attachment and the Contract.

Interpretation. Any ambiguity in this Attachment and the Contract shall be resolved to permit Covered Entity to comply with HIPAA.

**(ONE (1) HIPAA SIGNATURE PAGE FOLLOWS)**

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have caused this Attachment A, BA AGREEMENT, to be executed by their undersigned officials as duly authorized.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR**

**ENTITY:**

\_\_\_\_\_

**NAME:**

**TITLE:**

**DATE SIGNED:**

**FOR**

**FLORIDA HEALTH CHOICES, INC.:**

\_\_\_\_\_

**NAME:**        **Rose M. Naff**

**TITLE:**        **Chief Executive Officer**

**DATE SIGNED:**

## ATTACHMENT D – DISCLOSURE FORM

ENTITY NAME: \_\_\_\_\_

*The following are relationships, business and personal, that may create a conflict of interest that ENTITY is hereby disclosing:*

Type of Relationship (Business, Personal)	Name of Organization or Individual	Status of Organization or Individual  (Current Contractor, Applicant, Enrollee, etc.)	Term of Relationship

By my signature, I certify that the information contained in this report and any attachments to this document are true representations. INSURER understands that if any information is found to be false that the Contract between FHC and INSURER may be terminated at FHC's sole discretion.

**Submitted By:**

**Date of Submission:**

\_\_\_\_\_

\_\_\_\_\_

**(Signature Above)**

**Name:**

**Title**