

# Institute for Child Health Policy

## Status - Open

Start Contract Date	Contract End Date
August 1, 2011	December 31, 2012

**Contact:** Brian Prindle  
Associate Director for Research  
213 Grinter Hall  
Gainesville, Florida 32611  
(352) 392-9267  
prindle@ufl.edu

**Summary of Contract:** Institute for Child Health Policy will conduct an evaluation of Florida Health Choices program that focuses on clients' experiences with the application and enrollment process, access to care, and quality of care.

**Total Paid Prior Years:** \$0.00

**Total Paid in 2011:** \$0.00

**Total Paid Contract Term:** \$0.00

**Outstanding Obligations (if any):** \$0.00

### Notes:

Activities under this contract have not yet begun.

### Due

April 1, 2012 – Annual report of subcontractors and affiliates


July 1, 2012 – Continuing evidence of insurance coverage

July 1, 2012 – Audited financial statement of ICHP and subcontractors

**FLORIDA HEALTH CHOICES, INC.**

**STANDARD SERVICES CONTRACT**

*The University of  
Florida Board of  
Trustees for*



This Contract is entered into between Florida Health Choices, Inc. ("FHC"), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and ~~the Institute for Child Health Policy, an institute of the University of Florida's College of Medicine~~ ("ENTITY") to provide program evaluation services.

**BACKGROUND**

Whereas, Florida Health Choices, Inc. will phase in a program expanding opportunities for Floridian's to purchase health insurance and health services; and

Whereas, the State of Florida requires the program to establish an evaluation and submit an annual report; and

Whereas, the Institute for Child Health Policy has a long-standing history as a local, state, national and international resource for organizations seeking guidance about issues of health, health service delivery, quality of care and evidence-based health policy; and

Whereas, the Institute for Child Health Policy has expertise in both public and private health insurance program evaluation.

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 409.810(4).
- 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 "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 Effective Dates of this contract are:

This Contract shall begin on August 1, 2011.

This Contract shall end on December 31, 2012.

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 August 1, 2012 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 rates contained in Attachment E: Evaluation Services Proposal, 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.
- 3-6 The parties agree that under no circumstances shall the total charges to FHC for the performance of this Contract exceed the amount provided in the proposed budget for evaluation services for each of the FHC fiscal years proposed.

## **Section 4     Duties of ENTITY**

### **4-1     Deliverables**

The Institute for Child Health Policy will provide services described in the Evaluation Services Proposal for Florida Health Choices dated July 2011 as found in Attachment E.

### **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.

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

#### 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 unilateral cancellation by FHC.

#### 4-4 Indemnification

Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the University of Florida, Board of Trustees, School, and/or the Florida Board of Education, and/or Florida Health Choices, Inc. Nothing herein shall be construed by a state agency, public body

corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by a party or parties whose legal signature is not indicated on this Agreement.

#### 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. 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 F 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 E are all incorporated into this Contract by reference. In any conflict between these Attachments and this Contract, the Attachment provision shall control.

#### 5-4 Attorney Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, each party shall pay its own fees, including attorneys' fees, and costs relating to any material proceedings. Legal actions are defined to include administrative proceedings. It is understood that the intent of this provision is to protect the Enrollees who receive health insurance benefits through the Program and rely upon the continuation of the Program.

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 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. Notwithstanding, under Section 1004.22, Florida Statutes, the ENTITY shall release the title and short description of the Study, the name of the researcher, and the amount and source of funding provided for the Study, without prior consent of a sponsor.

## 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 Circulars A-102, A-87, and 45 CFR-92 whenever applicable.
- 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:  
University of Florida  
Contracts and Grants

123 Grinter Hall  
PO Box 113001  
Gainesville FL 32611-3001  
Phone: 352-392-1235

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)  
[lmccarthy@myfloridachoice.org](mailto:lmccarthy@myfloridachoice.org)

For ENTITY:

~~June Nogle, Ph.D.~~

~~Associate Research Professor, Department of Health Outcomes and Policy~~

~~College of Medicine~~

~~University of Florida~~

~~PO Box 100477~~

~~Gainesville, FL 32610-0177~~

~~352-265-2534 (Phone)~~

~~[junen@ufl.edu](mailto:junen@ufl.edu) (Email)~~



Brian Prindle  
Associate  
Director for  
Research  
213 Grinter Hall  
Gainesville FL  
32611  
352-392-9267  
[prindle@ufl.edu](mailto:prindle@ufl.edu)

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 immediately 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. 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.

E. 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 forty-five 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. 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 six 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:

B.P.

NAME:

**Brian Prindle**  
**Associate Director of Research**

TITLE:

DATE SIGNED:

9/6/11

STATE OF Florida )

COUNTY OF Dade )

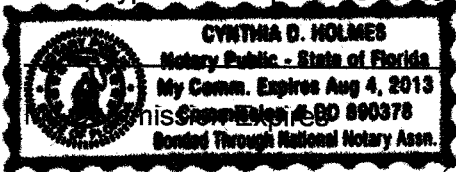
The foregoing instrument was acknowledged to me before this 6<sup>th</sup> day of September, 2011, by Brian Prindle, as \_\_\_\_\_ on behalf of University of Florida. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Cynthia D. Holmes

Signature

Notary Public – State of Florida

Print, Type or Stamp Name of Notary Public



WITNESS #1 SIGNATURE

[Signature]

LOST USACS

WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

WITNESS #2 PRINT NAME

FOR

FLORIDA HEALTH CHOICES, INC.:

Rose M. Naff

NAME: Rose M. Naff

TITLE: Chief Executive Officer

DATE SIGNED: August 12, 2011

STATE OF FLORIDA )

COUNTY OF LEON )

The foregoing instrument was acknowledged to me before this 12<sup>th</sup> day of August 2011, by Rose M. Naff, as Chief Executive Officer on behalf of the Florida Health Choices, Inc. She is personally known to me or has produced \_\_\_\_\_ as identification.

Ann Miles Cotroneo

Signature

Notary Public – State of Florida

ANN MILES COTRONEO



Print, Type or Stamp Name of Notary Public

3-23-12

My Commission Expires

WITNESS #1 SIGNATURE

WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

WITNESS #2 PRINT NAME

Lauren McCarthy  
Lauren McCarthy

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)

Name and Title of Authorized Signatory:

Brian Prindle  
Associate Director of Research

9/6/11  
\_\_\_\_\_  
Date of Signature

Name of Entity and Business Address:

University of Florida  
Division of Sponsored Research  
219 Grinter Hall, Box 115500  
Gainesville, FL 32611



**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)

9/6/11  
\_\_\_\_\_

Date of Signature

Name and Title of Authorized Signatory:

**Brian Prindle**  
Associate Director of Research

Name of Entity and Business Address:

University of Florida  
Division of Sponsored Research  
219 Grinter Hall, Box 115500  
Gainesville, FL 32611

R

INITIAL HERE

**ATTACHMENT C**  
**REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT OF 1996 COMPLIANCE:**  
**BUSINESS ASSOCIATE (BA) AGREEMENT**

*The University of Florida  
Board of Trustees  
(the BA)*

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 ~~Institute for Child Health Policy, an institute of the University of Florida's College of Medicine~~ (the "BA") and is incorporated in the Services Contract (Contract) between FHC and Institute for Child Health Policy, an institute of the University of Florida's College of Medicine.

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") through 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

*[Signature]* FHC  
ENTITY

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 ("EPHI"), 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 6th day of Sept, 2011.

FOR

ENTITY: **University of Florida**

B.P.

NAME: **Brian Prindle**  
TITLE: **Associate Director of Research**

DATE SIGNED: **9/6/11**

FOR

FLORIDA HEALTH CHOICES, INC.:

Rose M. Naff

NAME: **Rose M. Naff**  
TITLE: **Chief Executive Officer**

DATE SIGNED: **August 12, 2011**

# ATTACHMENT D – DISCLOSURE FORM

ENTITY NAME: ~~Institute for Child Health Policy~~

University of Florida



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
NONE			

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:

B.P. —

9/6/11

(Signature Above)

Name: Brian Prindle Title  
Associate Director of Research



# Evaluation Services Proposal for Florida Health Choices, Inc.

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**Tab A: General information**

*Identification of research entity (name of individual, company, university, or other contracting entity), and contact information.*

Elizabeth Shenkman, Ph.D.

Director, Institute for Child Health Policy

Chair and Professor, Department of Health Outcomes and Policy

Professor, Department of Pediatrics

College of Medicine

University of Florida

PO Box 100177

Gainesville, FL 32610-0177

Email eshenkma@ufl.edu

Phone 352-265-2547

June Nogle, Ph.D.

Associate Research Professor, Department of Health Outcomes and Policy

College of Medicine

University of Florida

PO Box 100177

Gainesville, FL 32610-0177

Email junen@ufl.edu

Phone 352-265-2534



Institute for Child Health Policy

PO BOX 100147  
Gainesville, FL 32610-0147  
352-265-7220 Phone  
352-265-7221 Fax

July 22, 2011

Ms. Lauren McCarthy  
Florida Health Choices, Inc.  
225 South Adams Street, Suite 250  
Tallahassee FL 32301

**RE: Principal Investigator (PI): Elizabeth Shenkman, Ph.D.**  
**Application Title: HealthChoices Florida Evaluation Service**  
**Period of Support: 08/01/11-12/31/11**  
**Support Requested: \$22,510**

Dear Ms. McCarthy,

This is to confirm that the University of Florida will be pleased to participate in the research project outlined in the grant application being submitted to Florida Health Choices, Inc. A budget in the sum of ~~\$22,510~~ is enclosed. This amount includes facilities and administration (F&A) costs of 10 percent.

The appropriate programmatic and administrative personnel at the University of Florida involved in this grant application are aware of the agreement policy and are prepared to establish the necessary inter-organizational agreement consistent with that policy upon notification of award. If there are technical questions, please contact the University of Florida's Division of Sponsored Research at [ufproposals@ufl.edu](mailto:ufproposals@ufl.edu).

We look forward to working with you.

Sincerely,

U of Florida Principal Investigator

A handwritten signature in black ink, appearing to be "ES", written over a horizontal line.

Elizabeth Shenkman, Ph.D.  
Professor and Chair, Health Outcomes and Policy  
Director, Institute for Child Health Policy

U of Florida Authorized Institutional Official

A handwritten signature in black ink, appearing to be "BP", written over a horizontal line.

7/29/11

Division of Sponsored Research

Brian Prindle  
Associate Director of Research

:sdt

## **Tab B: Introduction**

*Include a general history about the entity and organizational highlights or awards received.*

The University of Florida (UF) is one of the largest comprehensive public universities in the United States, with enrollment exceeding 50,000 students. UF traces its beginnings to a small seminary in 1853 and it opened its doors in its current location in Gainesville in 1906. Since 1985, UF has been a member of the Association of American Universities, the prestigious higher-education organization comprising the top 63 public and private institutions in North America. UF is consistently ranked among the nation's top universities: No. 17 in U.S. News & World Report "Top Public Universities" (August 2010); No. 2 in Kiplinger's "Best Values in Public Colleges" (2010) and No. 3 in the Princeton Review Best Value Public Colleges (2011). UF is home to 16 colleges and more than 150 research centers and institutes. UF has 5,434 faculty members with distinguished records in teaching, research and service, including 52 Eminent Scholar chairs and 35 faculty elections to the National Academy of Sciences, Engineering, the Institute of Medicine, or the American Academy of Arts and Sciences. Awards include a Fields Medal, two Pulitzer Prizes, NASA's top award for research, and Smithsonian Institution's conservation award. UF is a leader in research and discoveries which improve the lives of individuals throughout the state, nation and world. UF received more than \$678 million in research awards in 2009-10. UF has more than \$750 million in new research facilities recently completed or under construction, including the Nanoscale Research Facility, the Emerging Pathogens Institute, the Biomedical Sciences Building and the Clinical and Translational Research Building. UF's Clinical and Translational Science Institute is one of only 60 such centers that the National Institutes of Health is funding nationally to speed the transformation of scientific discoveries into medical advances for patients.

The Institute for Child Health Policy (ICHP) is a free-standing, multidisciplinary academic research and policy unit at the University of Florida. ICHP faculty members maintain joint appointments in the Department of Health Outcomes and Policy in the College of Medicine. The ICHP has a long-standing history as a local, state, national, and international resource for communities, universities, governments, and other organizations seeking guidance about issues of health, health services delivery, quality of care, and the implementation of evidence-based health policy related to children and youth. The ICHP has particular expertise in Medicaid and CHIP health insurance program evaluations in Florida and Texas. The ICHP has conducted numerous evaluations of the impact of changes in legislative policy and administrative processes on enrollment and retention for both states and has published research in this area. These evaluations have included analyses of both administrative data and family satisfaction survey data. Consequently, the ICHP has substantial experience and an extensive infrastructure to conduct the proposed evaluation.

### **Tab C: Research Team**

*Provide detailed background and experience of proposed project personnel including any published research by the individual. Teaming arrangements are encouraged.*

#### **Experienced evaluators and team leaders**

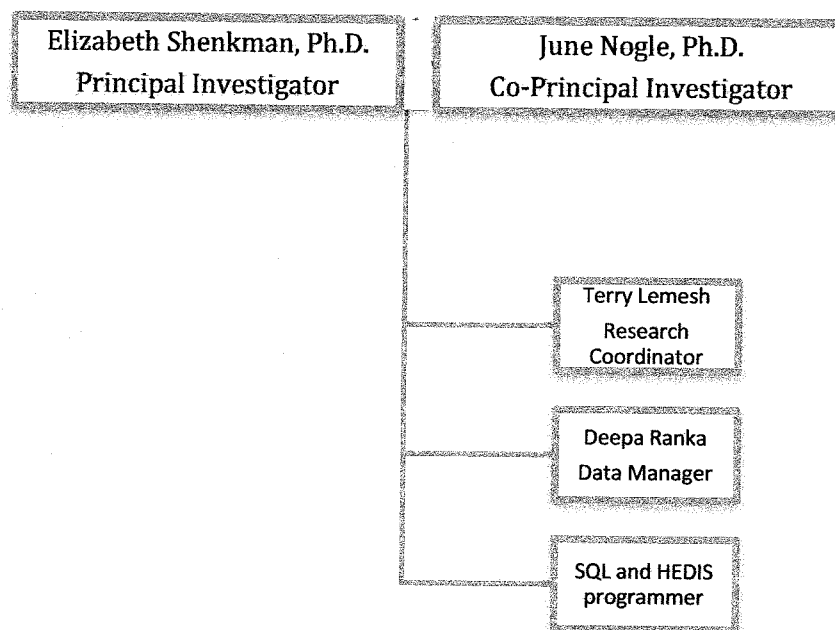
The project team from the University of Florida, Institute for Child Health Policy will be led by Dr. Elizabeth Shenkman. As Principal Investigator, she will provide intellectual leadership and expert guidance for this Florida Health Choices evaluation. Dr. Shenkman is Professor of Health Outcomes and Policy and of Pediatrics in the College of Medicine, the Chair of the Department of Health Outcomes and Policy, and the Director of the Institute for Child Health Policy. Dr. Shenkman is a Co-Investigator for the National Institutes of Health (NIH)-funded Clinical and Translational Science Award (CTSA) and Co-Directs the Community Engagement and Research Program (CERP). Dr. Shenkman's research focuses on addressing health disparities by examining the influence of individual/family, social network, and health care delivery system factors on the quality and outcomes of care for children and adolescents who are racial and ethnic minorities and/or economically disadvantaged. She particularly focuses on children and adolescents enrolled in Medicaid and the Children's Health Insurance Program (CHIP). Her current work addresses the development and testing of interventions to reduce risk behaviors in adolescents and young adults that can predispose them to a range of chronic conditions in adulthood. Dr. Shenkman's key research includes: 1) an Agency for Health Care Research and Quality (AHRQ)-funded study examining adolescent health risk behaviors and the provision of anticipatory guidance from pediatricians and family practitioners for adolescents in CHIP; 2) an AHRQ-funded study examining quality of care for economically disadvantaged children with special health care needs; and 3) a State of Florida-funded pilot study to improve health risk assessments and health promotion among children and adolescents who are racial/ethnic minorities and enrolled in Medicaid or CHIP. Dr. Shenkman is an Elected Member of the Society for Pediatric Research and the American Pediatric Association and her work has appeared in journals such as *Health Services Research*, *American Journal of Public Health*, *Pediatrics*, and *Pediatric Blood and Cancer*.

Dr. June Nogle will be the Co-Principal Investigator on the project, collaborating with Dr. Shenkman on the project vision and direction as well as managing daily operations, coordinating the activities of the other team members, and leading report-writing activities. Dr. Nogle is an Associate Research Professor in the Department of Health Outcomes and Policy and an Assistant Director of the Institute for Child Health Policy at the University of Florida. Her areas of expertise are in program evaluation, quantitative

analysis, and demography. She has collaborated with Dr. Shenkman (PI) for the last eight years on the Florida KidCare Evaluation. "KidCare" is an umbrella program encompassing the state and federally funded health insurance programs that enroll 1.9 million children in Florida. Dr. Nogle's program evaluation work involves manipulating and mining large administrative and survey databases as well as writing reports and interacting with agency representatives. In addition to her evaluations of children's programs, Dr. Nogle is also involved with several projects for adults. She currently mentors an Assistant Professor in the University of Florida, College of Nursing on the management and analysis of survey data collected from nurses employed in Florida. She is also a member of a multi-entity team that conducted an educational intervention for diabetic employees of a major employer in Orlando. Her analysis of lab results and health claims data are a crucial element of the forthcoming final project report (Dr. James Crawford, PI). For 2007-2010, she was also the Interim Associate Director of the University of Florida Clinical and Translational Research Informatics Program. In that role, she mentored teams of software engineers and IT systems engineers on biomedical informatics issues and coordinated security activities for the data center.

Figure 1 summarizes the composition of the project team. In addition to Drs. Shenkman and Nogle, the team will be comprised of three additional staff members from the Institute for Child Health Policy. Terry Lemesh will provide general research coordination for the project, including assisting with compliance and HIPAA issues, report-writing, and meeting administration. Deepa Ranka leads ICHP's datawarehousing and programming group. She will coordinate the receipt and analysis of enrollment and claims/encounter data from the health plans providing coverage to enrollees in Florida Health Choices. A member of Ms. Ranka's team (to be named later) will develop the enrollment and claims/encounter data warehouse and will calculate HEDIS® quality of care measures using NCQA-certified software.

**Figure 1. Organizational structure of the project team**



**List of publications-Elizabeth Shenkman, Ph.D.**

1. **Shenkman, E., & Stechmiller, J.K.** (1985) Fat embolism syndrome: Pathophysiology and current treatment. *Focus on Critical Care*. 626-35.
2. **Shenkman, E.** (1985) Factors contributing to attrition rates in a pulmonary rehabilitation program. *Heart and Lung*. 1:53-59.
3. **Shenkman, E., & Stechmiller, J.K.** (1985) Frequency of dressing changes over central lines using a transparent occlusive dressing. *Heart and Lung*. 3:305-306.
4. Stechmiller JK, Seymour S, & **Shenkman E.** (1986) Graduate education in adult critical care--Is there a need in Florida? *Florida Times*.
5. **Shenkman E.** (1986, January) Social support and the burn victim. *Vital Signs*.
6. **Shenkman E.** (1987) Living will: Implications for ICU nurses. *Heart and Lung*. 17:501.
7. **Shenkman E., & Stechmiller JK.** (1987) Patient and family perception of functioning after discharge from a burn unit. *Heart and Lung*. 16:490-496.
8. Stechmiller JK, & **Shenkman E.** (1987) Pulmonary aspiration in tube-fed patients. *Heart and Lung*.
9. **Shenkman E., & Kaspro M.** (1987) Effect of backrest position on cardiac output determinations. *Heart and Lung*.

10. **Shenkman E, et al** (1988) Service or unit standards. *Nursing Clinics of North America*.
11. Nackashi J, **Shenkman E**, Reiss J, Siderits P. (1993) The continuum of care program. *Clinical Pediatric*. 32:601-605.
12. **Shenkman E**, Pendergast J, Reiss J, Walther E, Bucciarelli R, Freedman S. (1996) The school enrollment-based health insurance program: Impact on health care use of low-income children. *American Journal of Public Health*. 1996; 86:1791-1793.
13. Reiss J, Cameon R, Matthews D, **Shenkman E**. (1996) Enhancing the role public health nurses play in serving children with special health care needs: An interactive video conference on Public Lay 99-457 Part H. *Public Health Nursing*, 13: 345-352.
14. **Shenkman E**, Pendergast J, Wegener DH, Hartzel T, Naff R, Freedman S, Bucciarelli R. (1997) Children's Health Care Use in the Healthy Kids Program. *Pediatrics*. 100:947-953.
15. **Shenkman E**, Bucciarelli R, Wegener DH, Naff R, Freedman S. (1999) Crowd Out: Evidence From the Florida Healthy Kids Program. *Pediatrics*. 104:507-513.
16. **Shenkman E**, Vogel B, Brooks R, Wegener D, Naff R. (2002) Race and Ethnicity and the Identification of Special Needs Children. *Health Care Financing Review*. 23(2):1-17.
17. Youngblade L, Col J, **Shenkman E**. (2002) Health Care Use and Charges for Adolescents in a Title XXI Program. *Journal of Adolescent Health Care*. 30(4):262-273.
18. **Shenkman E**, Vogel B, Boyett J, Naff R. (2002) Enrollment and Disenrollment in a Title XXI Program. *Health Care Financing Review*. 23(3):47-63.
19. Dick A, Allison A, Haber S, Brach C, **Shenkman E**. (2002) The Consequences of State Policies for SCHIP Disenrollment. *Health Care Financing Review*. 23(3):65-88.
20. Youngblade LM, and **Shenkman E**. (2003) Congruence Between Parents' and Adolescents' Reports of Special Health Care Needs in a Title XXI Program. *J Pediatr Psychol*. Sep;28(6):393-401.
21. Stein RE, **Shenkman E**, Wegener DH, Silver EJ. (2003) Health of children in title XXI: should we worry? *Pediatrics*. Aug;112(2):e112-8.
22. **Shenkman E**, Wu S, Nackashi J, Sherman J. (2003) Managed Care Organizational Characteristics and the Quality of Care for Children with Special Health Care Needs. *Health Services Research*. 38:1599-1624.
23. **Shenkman E**, Youngblade L, and Nackashi J. (2003) Adolescents' Preventive Care Experiences Before Entry Into the State Children's Health Insurance Program (SCHIP). *Pediatrics*, 112: e533 - 541.
24. Szilagyi PG, **Shenkman E**, Brach C. et al. (2003) **Children** With Special Health Care Needs Enrolled in the State Children's Health Insurance Program (SCHIP): Patient Characteristics and Health Care Needs. *Pediatrics*, 112: e508 - 520.

25. Dick AW, Brach C, Allison A, **Shenkman E**, Shone LP, Szilagyi PG, Klein JD, Lewit EM. (2004) SCHIP's Impact in Three States: How Do the Most Vulnerable Children Fare? *Health Affairs* 23(5):63-75.
26. **Shenkman E**, L. Tian, J. Nackashi, D. Schatz. (2005) Managed Care Organizational Characteristics and Outpatient Specialty Use Among Children with Chronic Illness. *Pediatrics* 115(6):1-8.
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59. Herndon J.B., Mattke S., Cuellar A., Hong S.Y., **Shenkman EA**. Anti-Inflammatory Medication Adherence and Health Care Utilization and Expenditures among Medicaid and Children's Health Insurance Program Enrollees with Asthma. *In press PharmacoEconomics*.

List of publications-June Nogle, Ph.D.
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1. Kritz, M.M. and **J.M. Nogle**, Nativity concentration and internal migration among the foreign-born. *Demography*, 1994. 31(3): p. 509-24.
2. **Nogle, J.M.**, Internal migration for recent immigrants to Canada. *Int Migr Rev*, 1994. 28(1): p. 31-48.
3. **Nogle, J.M.**, The systems approach to international migration: an application of network analysis methods. *Int Migr*, 1994. 32(2): p. 329-42.
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5. Smith, S.K., **J. Nogle**, and S. Cody, A regression approach to estimating the average number of persons per household. *Demography*, 2002. 39(4): p. 697-712.
6. **Nogle, J.**, E. Shenkman, N. Ross, P. Sloyer, and C. Bono, Variations in health experiences by provider type for pediatric enrollees in Florida's KidCare SCHIP program. *Pediatric Research*, 2004. 55(4): p. 229a-229a.

7. Smith, S.K. and **J.M. Nogle**, An Evaluation of Hispanic Population Estimates\*. Social Science Quarterly, 2004. 85(3): p. 731-745.
8. **Nogle, J.**, C. Barnes, and E. Henrikson, Development of a food sensation and genotyping informatics system for the University of Florida Center for Smell and Taste (UFCST). AMIA Annu Symp Proc, 2008: p. 1071.

#### Technical publications by the project team

1. **Nogle, JM, Shenkman, EA** (2004) Florida KidCare Program Evaluation Report, 2003, Gainesville, FL, University of Florida, Institute for Child Health Policy.
2. **Nogle, JM, Shenkman, EA** (2005) Florida KidCare Program Evaluation Report, 2004, Gainesville, FL, University of Florida, Institute for Child Health Policy.
3. **Nogle, JM, Shenkman, EA** (2006) Florida KidCare Program Evaluation Report, 2005, Gainesville, FL, University of Florida, Institute for Child Health Policy.
4. **Nogle, JM, Shenkman, EA** (2007) Florida KidCare Program Evaluation Report, 2006, Gainesville, FL, University of Florida, Institute for Child Health Policy.
5. **Nogle, JM, Shenkman, EA** (2008) Florida KidCare Program Evaluation Report, 2007, Gainesville, FL, University of Florida, Institute for Child Health Policy.
6. **Nogle, JM, Shenkman, EA** (2009) Florida KidCare Program Evaluation Report, 2008, Gainesville, FL, University of Florida, Institute for Child Health Policy.
7. **Nogle, JM, Shenkman, EA** (2010) Florida KidCare Program Evaluation Report, 2009, Gainesville, FL, University of Florida, Institute for Child Health Policy.
8. **Nogle, JM, Shenkman, EA** (2011) Florida KidCare Program Evaluation Report, 2010, Gainesville, FL, University of Florida, Institute for Child Health Policy.

#### Tab D: Related Experience: Research

*Describe related research project experience. Include current and past research initiatives conducted by the entity, any cooperative or teaming arrangements on which the entity served, and duration of each project named.*

Dr. Shenkman has extensive experience with related research projects in Florida and in Texas. Dr. Shenkman has been the Principal Investigator for the Florida KidCare Evaluation since its inception in 1999. This project is the most similar to the evaluation requested by Florida Health Choices. Dr. Nogle joined Dr. Shenkman's KidCare Evaluation team in 2003, so they have worked together for the last eight years on this complex, multi-faceted project. Florida KidCare covers 1.9 million children enrolled in Medicaid, and the Title 21 components of MediKids, Healthy Kids, and the Children's Medical Services Network (CMSN). The KidCare team uses a variety of sources to conduct their evaluation, including data from KidCare application and enrollment files, a telephone survey conducted with

families involved with the KidCare program, and health care data. In the last evaluation, 2,438 interviews were conducted with KidCare families. The survey was designed to measure parents' assessment of experiences with the program and health care providers and services. Analysis of health care (claims and encounter) data provided objective information on children's health care use in ambulatory, emergency room (ER), and in-patient environments and their filled prescriptions.

The most recent (Year 12) KidCare Evaluation report addressed the following evaluation topics:

1. A description of the program structure, eligibility, and financing;
2. Evaluation approaches used and data collected for this evaluation period;
3. Applications processed and their outcomes;
4. Enrollment trends, including retention and coverage renewal;
5. Enrollee and family characteristics, including presence of special health care needs among program participants, Body Mass Index, enrollee demographics, and household demographics;
6. Family experiences with KidCare, including the application and enrollment process, satisfaction with the program, access to care, and experiences with dental care;
7. Quality of care (HEDIS®) measures, and;
8. Conclusions and recommendations.

Copies of the Year 12 KidCare evaluation report are available online at  
<http://ahca.myflorida.com/medicaid/medikids/PDF/KidCareEvaluationYear12.pdf>

Dr. Shenkman is the Principal Investigator for two other ongoing major evaluation projects. Her first project *Evaluating Health Care Quality in Texas Medicaid and CHIP* is funded by the Texas Health and Human Services Commission for 03/1/07-08/31/12. This study is designed to evaluate the quality of care, illness burden and health care expenditures for women and children enrolled in the managed care component of the Texas Medicaid Program or in the State Children's Health Insurance Program. Her second study *Evaluating Quality of Care in Children's Medical Services* is funded by the Florida Department of Health for 07/01/09-06/30/12. This study is designed to evaluate satisfaction with, access to, quality of, and cost effectiveness of specific program and services available to the Children's Medical Services enrollees and their families.

Dr. Shenkman was the Principal Investigator on two other completed major evaluation projects. Her *Evaluation of Health Related Quality of Life and Health Care Expenditures in the Partners in Care Program* was funded by the Agency for Health Care Administration for

10/25/06-6/30/2010. This study is designed to assess the impact of an integrated curative and palliative care program on the health related quality of life and health care expenditures for children with life-limiting conditions including those with childhood cancer. Her *Florida Healthy Kids Corporation Evaluation* was funded by the Florida Healthy Kids Corporation for 09/01/06-08/31/08. This study updated the Florida health Insurance Study to determine the number of uninsured children in Florida. Dr. Shenkman is currently the Co-Principal Investigator (Dr. Jill Herndon, Principal Investigator, 09/01/08-08/31/11) of an ongoing program evaluation for Florida Health Kids Corporation that followed the earlier FHKC study.

In addition to her collaborations with Dr. Shenkman, Dr. Nogle is also collaborating with Dr. James Crawford (PI) on an evaluation of an educational intervention for diabetic employees of a major employer in Orlando. Dr. Nogle led the data management and analysis efforts of this multi-entity team composed of faculty and staff from the University of Florida, Florida Health Care Coalition's project manager and medical director, diabetes educators from Florida Hospital, and staff from Cognoscenti Health and CIGNA. This study monitored health indicators during and after an intervention to assist employees with better control of their diabetes. Dr. Nogle's analysis of lab and health claims data will be a major component of the forthcoming final project report. The intervention was conducted April 2008-March 2009 and the participants were followed for a year after the intervention.

#### **Tab E: Related Experience: Solicitation of Funding**

*Cite specific examples of successful, competitive, funding solicitations.*

#### **Current funded research projects-Elizabeth Shenkman, Ph.D.**

1. Principal Investigator. Quality and Outcomes of Care for Children With Severe Special Health Care Needs in Prepaid Health Care Systems. Funded: Florida Department of Health and Maternal and Child Health Bureau. (7/1/2006-6/30/2012). \$575,000.
2. Principal Investigator. Quality of Care for Children in Public Insurance Programs. Funded: Agency for Health Care Administration. (7/1/06-6/30/12). \$1,500,000.
4. Principal Investigator. Evaluation of the Quality of Care for Enrollees in Texas Medicaid and CHIP. Texas Health and Human Services Commission (2008-2013). Funded \$12,000,000. #529-03-074.
5. Co-Investigator, Director. Community Engagement and Research Program. (Nelson, PI) Clinical and Translational Science Award. UL1RR029890 NIH/NICRR.

6. Co-Investigator. NIH/NIAMS U01 PROMIS Pediatric Project. Site co-Investigator for Asthma Study among children in Medicaid and CHIP. U01 AR052181 Prime and PI: Darren DeWalt in UNC-Chapel Hill. 2010-2013.
7. Co-Investigator. State of Florida UF-FSU Community Research Collaborative Program in Pediatrics, Internal Medicine, Family Medicine. (Nelson, PI) F10C27. 2010-2011. \$300,000.
8. Co-Investigator. NIH/NIDCR. Reimbursing Medical Providers for Early Childhood Caries Preventive Services. RDE021701A PI: Herndon, 2011-2013, \$100,000.
9. Co-Investigator, UF-FSU Collaborative Research Network: Promoting Health Risk Assessment in Primary Care. (Nelson, PI of Parent Award and Shenkman PI of Administrative Supplement) Clinical and Translational Science Award. UL1RR029890 NIH/NICRR May 2011 through March 2012, \$432,000.

#### Completed funded research projects-Elizabeth Shenkman, Ph.D.

1. Co-Principal Investigator. Pulmonary Aspiration in Tube Fed Patients. (1986). Biolife Corporation. \$1,700.
2. Principal Investigator. Effects of Positioning on Cardiac Output Determinations in Post-Coronary Artery Bypass Patients. (1987). American Heart Association. \$2,125.
3. Co-Principal Investigator: Pediatric Accident Prevention Program (1988). HRS, state of Florida. Funded. \$26,000.
4. Co-Principal Investigator: Pediatric Accident Prevention Program (1988). HRS, state of Florida. Funded. \$26,000.
5. Co-Principal Investigator: Geriatric Accident Prevention Program (1989). Submitted to HRS, state of Florida. Funded. \$53,000.
6. Project Coordinator: Rehabilitative Needs of Children with Special Health Care Needs (1992). Principal Investigator: Arlan Rosenbloom. Funded. Robert Wood Johnson Foundation. \$150,000.
7. Co-Principal Investigator: The Immokalee Companeros Project: A Project of State and National Significance (1993). Funded. Department of Health and Human Services. \$60,000.
8. Co-Principal Investigator: Health and Allied Health Assessment Project. Funded. Florida Developmental Disabilities Council (1994). 97,000.
9. Co-Principal Investigator: Children with Special Health Care Needs Within Managed Care: The Development of Empirically-Based Models. Funded. Department of Health and Human Services, Maternal and Child Health Bureau (1994 - 1998). \$600,000.
10. Co-Principal Investigator: Long-Term Care Needs for Children. Funded. Office of Technology Assessment (1994). \$15,000.

11. Principal Investigator: Managed Care: Implications for Families' Out-of-Pocket Expenses When Caring for Children With Special Health Care Needs. Funded. Department of Health and Human Services, Assistant Secretary of Planning and Evaluation, Office of Health Policy (1995-1996). \$150,000.
12. Principal Investigator: The Florida Healthy Kids Evaluation (1994- Present). Funded. Healthy Kids Corporation. \$180,000 per year.
13. Principal Investigator: Evaluation of the American Academy of Pediatrics Medical Home Project. Funded. American Academy of Pediatrics (1995-1998). \$50,000.
14. Principal Investigator: Contractual Arrangements with Physicians: Implications for Pediatric Health Care. Submitted to the Robert Wood Johnson Foundation, (1996-1998). \$568,000, Funded.
15. Principal Investigator: Evaluation of the American Academy of Pediatrics Medical Home Project Training. Funded. American Academy of Pediatrics (1998 - 1999). \$30,000.
16. Principal Investigator: Adolescent Risk Adjustment: A comparison of five methods. Submitted to the Federal Maternal and Child Health Bureau, Research Division (1998-2000). \$302,724, Funded.
17. Principal Investigator: Quality of Care for Children With Special Health Care Needs in Managed Care. U01. Submitted to the Agency for Health Care Policy and Research (1998-2002). Funded \$1,261,397.00.
18. Principal Investigator: Identifying and Tracking Children With Special Needs in Managed Care. Submitted to the Federal Maternal and Child Health Bureau, Division for Children with Special Health Care Needs. Funded \$624,000 for 1998-2002.
19. Principal Investigator: Survey Development for the Florida Health Insurance Survey. Funded: Agency for Health Care Administration. Funded. 8/1/98-731/99. \$45,000.
20. Co-Principal Investigator: The Florida KidCare Evaluation. Funded: The Agency for Health Care Administration. 12/1/98 through 12/31/99. \$300,000.
21. Principal Investigator: Technical Assistance on Evaluation for the Covering Kids Initiative. Funded: The Robert Wood Johnson Foundation, July, 1999-September, 1999. \$75,000.
22. Principal Investigator: Access to Care for Low-Income Adolescents. U01. Submitted to the Agency for Health Care Policy and Research (1999-2003). Funded \$941,000.
23. Principal Investigator. Claims and Encounter Analysis Texas Title XXI Program. Texas Health and Human Services Commission (2000-2003). Funded \$450,000.
24. Principal Investigator. Medicaid Supplemental Studies. Funded, \$56,000. The Agency for Health Care Administration, 2000.
25. Principal Investigator. Outreach to Women Leaving Welfare to Work: An Analysis of Strategies. Funded: The Florida Department of Health. 12/1/00-6/30/00. \$100,000.

26. Principal Investigator: The Florida KidCare Evaluation. Funded: The Agency for Health Care Administration. 7/1/00 through 6/30/03. \$900,000.
27. Principal Investigator. Financing Health Care for Children With Special Health Care Needs. Funded: Department of Health and Human Services, Maternal and Child Health Bureau. 6/1/01-5/31/07. \$1,450,000. U93MC00179
28. Principal Investigator. Evaluation of a Prepaid Health Plan for Children with Severe Special Health Care Needs. Funded: Florida Department of Health. 2002. \$140,000.
29. Co-Principal Investigator. Outreach to and Identification of Children With Special Health Care Needs. Maternal and Child Health Bureau. Funded 2002-2006. \$1,100,000.
30. Principal Investigator. Evaluation of the Quality of Care for Enrollees in Texas Medicaid and CHIP. The Texas Health and Human Services Commission (2002-2005). Funded \$6,000,000.
31. Principal Investigator. Evaluation of an Integrated Palliative Care Program for Children. Submitted to the Agency for Health Care Administration and the Department of Health (2003-2009). Funded \$575,000.
32. Principal Investigator: The Florida KidCare Evaluation. Funded: The Agency for Health Care Administration. (2004-2006). \$900,000.
33. Co-Principal Investigator: Disenrollment From SCHIP. U01. Submitted to the Agency for Health Care Policy and Research. Extension of project through March 2005 in collaboration with Research Triangle Institute, Funded: \$120,000. Susan Haber, PhD; RTI, Principal Investigator.
34. Principal Investigator. Evaluation of the Quality of Care for Enrollees in Texas Medicaid and CHIP. Texas Health and Human Services Commission (2005-2007). Funded \$5,241,779. #529-03-074.
35. Principal Investigator. Quality of care in an Integrated Care System. Funded: Florida Department of Health and Maternal and Child Health Bureau. (7/1/2003-6/30/2006). \$475,000.
36. Co-Principal Investigator: Health Plan Exit in the Medicaid Market and Pediatric Continuity of Care. R40MC07843. (Aydede, PI). HRSA/MCHB Research Division. 02/01/07-01/31/2008. \$100,000.
37. Co-Investigator. Biostatistics, Outcomes, and Data Management Core. Claude Pepper Center, 1 P30 AG028740-01 (Pahor - PI), 07/01/2006 -06/30/2011, NIH/NIA, \$1,200,000.

#### **Current funded research projects-June Nogle, Ph.D.**

1. Co-Investigator. The Florida KidCare Evaluation, Years 8-13, State of Florida, Agency for Health Care Administration, AHCA #MED051, E.A. Shenkman, P.I., 2006 – 2012.



2. Co-Investigator/Mentor. Hospital patient outcomes associated with internationally educated nurses. NIH #K01 NR 011174-01A1, D. Neff, PI, 2009-2011.
3. Co-Principal Investigator. Data management and analysis core for the Planning Grant for a Phase 3 Trial of Dichloroacetate in PDH. NIH #R34 HD 065991, P. Stacpoole PI of parent grant, J. Shuster PI of core), 2010-2011.

#### Completed funded research projects-June Nogle, Ph.D.

1. Principal Investigator. Internal Migration Patterns of the Foreign-born, 1985-1990, US Department of Justice, US Immigration and Naturalization Service (INS #COW-5-P-1264), \$10,473, 1995.
2. Principal Investigator. Immigration Study for Florida and Dade County, University of Miami (UM #669087), \$26,320, 1998 – 1999.
3. Co-Principal Investigator. Development of Hispanic Population Estimates, 1996-1999, University of Miami (UM #662672, S.K. Smith, P.I.), \$15,750, 1999 – 2000.
4. Principal Investigator. Census 2000 Full Count Review, US Department of Commerce, US Census Bureau (CB #43-YA-BC-027458), \$25,190, 2000 – 2001.
5. Co-Investigator. Evaluation of the Children's Medical Service Network Wait List, Fall 2003, State of Florida, Department of Health (DOH #D02842, E.A. Shenkman, P.I.), \$21,645, 2003.
6. Co-Investigator. Assessment of Satisfaction for Families of Pediatric MediPass and Medicaid HMO Enrollees, SFY2002-2003, State of Florida, Agency for Health Care Administration and the Florida Center for Medicaid and the Uninsured (AHCA #M0416, E.A. Shenkman, P.I.), \$65,878, 2003 – 2004.
7. Co-Investigator. The Florida KidCare Evaluation, Year 5, State of Florida, Agency for Health Care Administration (AHCA #M0421, E.A. Shenkman, P.I.), \$300,000, 2003 – 2004.
8. Co-Investigator. Assessment of Satisfaction for Families of Pediatric MediPass and Medicaid HMO Enrollees, SFY2003-2004, State of Florida, Agency for Health Care Administration and the Florida Center for Medicaid and the Uninsured (AHCA #M0508, E.A. Shenkman, P.I.), \$75,000, 2004 – 2005.
9. Co-Investigator. The Florida KidCare Evaluation, Year 6, State of Florida, Agency for Health Care Administration (AHCA #M0515, E.A. Shenkman, P.I.), \$300,000, 2004 – 2005.
10. Co-Investigator. Assessment of Satisfaction for Families of Pediatric MediPass and Medicaid HMO Enrollees, SFY2004-2005, State of Florida, Agency for Health Care Administration and the Florida Center for Medicaid and the Uninsured (AHCA #MED014, E.A. Shenkman, P.I.), \$85,630, 2005 – 2006.
11. Co-Investigator. The Florida KidCare Evaluation, Year 7, State of Florida, Agency for Health Care Administration (AHCA #MED013, E.A. Shenkman, P.I.), \$300,000, 2005 – 2006.
12. Co-Investigator. Biostatistics, Outcomes, and Data Management Core. Claude Pepper Center (NIH/NIA 1 P30 AG028740-01, M. Pahor PI), 2007-2010.

## **Tab F: Descriptive Approach**

*In a narrative fashion, describe an approach to evaluation of this program including suggested analyses and opportunities for longitudinal or comparative studies. Please limit this section to a maximum of four pages.*

### **Evaluation objective**

The Institute for Child Health Policy proposes to conduct an evaluation of Florida Health Choices, Inc. that focuses on clients' experiences with the application and enrollment process, access to care, and quality of care. Given that Florida Health Choices is beginning to enroll people in health insurance coverage during summer, 2011, ICHP proposes a two-phase evaluation. The first, initial phase will be conducted during the first year of enrollment in Florida Health Choices, approximately August 1<sup>st</sup>, 2011-July 31<sup>st</sup>, 2012. The first evaluation phase will focus on finalizing details of the multi-year evaluation plan and analyzing application and enrollment trends. The second evaluation phase will begin in the second year of enrollments in Florida Health Choices. After Florida Health Choices establishes a base of enrollees, data will be collected and analyses will be conducted on clients' access to care and quality of care. Details for each of the evaluation phases are provided below.

### **Evaluation plan for Phase 1**

During the first year of the evaluation, there will be four specific goals for the ICHP project team:

1. Finalize the multi-year evaluation plan
2. Develop the data system for applications and enrollments
3. Build the warehouse for claims and encounter data
4. Analyze and report on the application and enrollment data

Before any detailed work can begin on the proposed evaluation, the multi-year evaluation plan will need to be finalized by both ICHP and Florida Health Choices, Inc. During August and September, the project team anticipates meeting with Florida Health Choices leadership twice to present an initial plan (August) and a revised plan (September). Input from Florida Health Choices leaders and stakeholders during the planning phase will be crucial to the overall success of this evaluation. Modifications to the revised plan will be integrated and the project team anticipates having a multi-year evaluation plan to guide our efforts finalized by early October, 2011.

By the time the evaluation plan is finalized, the initial "quick start" enrollment phase of Florida Health Choices will be well underway and the CES (third-party administrator) database will be populated with enrollee information. In fall, 2011, the ICHP project team will develop the process to receive application and enrollment data by contacting CES to learn about the details of their database system that manages the application process, eligibility determination, and enrollment tracking. ICHP database programmers will request documentation of the database structure, field definitions, and automated trigger processes. Before any actual data is transmitted, ICHP will work with CES to decide upon a method of secure data transmission that is acceptable to both entities. ICHP has access to several secure, HIPAA compliant transmission systems supported by the UF Academic Health Center and ICHP would prefer to utilize one of these systems, but ICHP is open to feedback from CES on their system preferences. Regardless of the selected transmission method, ICHP will request that CES encrypt all databases and files before transmission.

Depending upon the structure and format of the CES database system, the ICHP project team will request a duplicated snapshot of the entire CES system or an extract of tables from the CES system. If needed, the ICHP team will convert and load data from the CES system into MS SQL Server, which is the preferred enterprise database package for the UF Academic Health Center due to its ability to track user access and transaction modifications as required by HIPAA. ICHP anticipates having a fully functional copy of the CES database system in place by late 2011 or early 2012. A schedule for the secure transmission of regular updates (preferably monthly) from CES will be negotiated based on feedback from both CES and Florida Health Choices.

In fall, 2011, the ICHP project team will also begin the process of building the warehouse for health care claims and encounter data by contacting the insurance vendors providing coverage through Florida Health Choices. ICHP will provide the insurance vendors with specifications of our preferred file layout and content for health claims and encounter records. It is important that the vendors provide health care data in a format that is consistent with other ICHP data systems to minimize the programming effort required to manage and analyze the health care data. Unlike the Florida Health Choices administrative data that only comes from one source (CES), ICHP is prepared to accept and warehouse health claims data from dozens of vendors, but with the caveat that the data files need to be consistent with predetermined specifications. The ICHP programming team will work with each insurance vendor to securely transmit encrypted data files through a HIPAA compliant transfer system. When new health care data files arrive at ICHP, the programming team will conduct a quality assurance review of each file to ensure that fields are fully populated with in-range values. If files do not meet the QA standards specified in the original documentation from ICHP, the ICHP data manager will request that the

insurance vendor resubmit the data. If there is a recurring problem with the data integrity of health care data submissions, the program team will involve Florida Health Choices in discussions with the insurance vendor on possible steps to address shortcomings in the data. ICHP anticipates beginning to integrate health care data on Florida Health Choices clients into our data warehouse in spring, 2012.

After the ICHP programmers populate the application and enrollment database, the researchers will conduct analyses of the applicant and client populations in terms of demographics, geography (county or Metropolitan Statistical Area), industry and occupation (if available). Tests for statistical significance will provide information on whether any sub-group has a significantly different rate of approval or denial for coverage. Detail on the disposition of applications and the application processing times will be calculated. Also, a longitudinal analysis of enrollment spells will be conducted to determine whether there are any significant differences in average length of enrollment for Florida Health Choices clients by demographic, geographic, industrial, occupational, or program characteristics. The ICHP project team anticipates conducting its first analysis of application and enrollment data in spring, 2012. The team will submit a first draft of its analysis to Florida Health Choices, Inc. by June 1<sup>st</sup>, 2012. Feedback on the draft will be collected and revisions will be made to the analysis. A revised final report will be submitted to Florida Health Choices by July 31<sup>st</sup>, 2012.

## **Evaluation plan for Phase 2**

During the second phase of evaluation, there will be three specific goals for the ICHP project team:

1. Update the database systems for application and enrollment data as well as health care data
2. Refine and update the analysis of applications and enrollment
3. Analyze and report on HEDIS® quality of care measures

The ICHP project team anticipates that the data intake and processing procedures established in Phase 1 will continue into Phase 2. Regular updates to the data warehouses will be required in Phase 2 to support both updated and new analyses. ICHP's programming team will continue to review data submissions for integrity and completeness. ICHP will resolve any data integrity issues with the vendors and with Florida Health Choices, if necessary.

Further analyses of application and enrollment patterns will be conducted during the second phase of this evaluation. Feedback on the Phase 1 report will guide revisions to the analysis in Phase 2. Feedback from Florida Health Choices during the initial stages of Phase 1 will determine the frequency of the reporting cycle in Phase 2 and submission deadlines.

In the second phase of this evaluation, ICHP will produce a report on quality of care measures for Florida Health Choices enrollees. The report will follow the Institute of Medicine (IOM) conceptual framework for assessing health care quality by addressing: 1) access to care and 2) the effectiveness of care.<sup>1</sup> Access to and timeliness of care refers to a person being able to receive needed care without undue delays. Effectiveness of care refers to providing care that is based on the use of systematically acquired evidence as to its benefit in producing better outcomes than the alternatives, which include doing nothing. The report will present rates for the Healthcare Effectiveness Data and Information Set (HEDIS®) measures using National Committee for Quality Assurance (NCQA) specifications (updated to 2012, when available)<sup>2</sup> and NCQA-certified software. Results will be provided for all HEDIS® measures that rely exclusively on health claims and encounter data; no HEDIS® measures will be collected or reported that rely on “hybrid” methods or medical record reviews due to the cost of such methods.

Data visualization techniques will be used to create a report that presents a large quantity of data in a user-friendly manner. Wherever possible, the report will provide comparisons to NCQA national averages for commercial insurance programs.<sup>3</sup> Rates will not be shown for specific measures when there are less than 30 enrollees in the denominator. The report will also contain cautionary notes about interpreting the rates for HEDIS® measures that require several years of data, such as breast or cervical cancer screening measures. In addition to the HEDIS® measures, a summary of the Clinical Risk Group (CRG) or Chronic Disability Payment System (CDPS) profile of the enrollee population will be provided. The health status profile is essential to understanding the illness burden among Florida Health Choices enrollees and it places the health care expenditures and health care use patterns in context.

The ICHP project team anticipates conducting its first HEDIS® analysis in late 2012. The team will submit a first draft of its analysis to Florida Health Choices, Inc in January, 2013, with feedback and revisions resulting in a final report submission in spring, 2013.

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<sup>1</sup> The Institute of Medicine. *Crossing the Quality Chasm*. Washington, DC: National Academy Press; 2001.

<sup>2</sup> National Commission on Quality Assurance. *HEDIS® Technical Specifications Volume II, 2010*. Washington, DC: National Commission on Quality Assurance; 2009.

<sup>3</sup> The information that NCQA compiles for commercial insurance programs can be viewed at [www.ncqa.org](http://www.ncqa.org).

## **Tab G: Statement of Support**

*Provide evidence of capability and willingness to store program data in a secure environment with minimal or no compensation from the corporation.*

The computing environment at the Institute for Child Health Policy is composed of a secure, powerful, and reliable system for collecting, storing, analyzing and modeling large sets of data. Currently, ICHP securely warehouses terabytes of health care data in diverse multi-level database structures containing millions of records from varied entities around the country. All systems are housed in a modern data center at the UF Academic Health Center with physical security, conditioned continuous power, redundant cooling systems, and high speed network connectivity. The data center servers require authenticated access for all services, including file, database, and processing activities. These servers are protected from unauthorized access by physical means, network filters, patch management, and regular security audits. The data stored at the center is securely backed up nightly to tape backup systems and automatically transferred off-site to systems co-located at the NWRDC secure data center in Tallahassee, Florida. ICHP has fulltime professional IT and programming staff dedicated to maintaining the highest quality computing environment, while working closely with the University of Florida Academic Health Center and Office of Information Technology to ensure compliance with all applicable university and federal policies and standards.

All ICHP computer systems are connected through the UF Academic Health Center data network. High-speed access to the Internet is via the University of Florida's campus network and its redundant connections to the Internet, Internet2 and Florida LambdaRail. The networking infrastructure in the 1329 Building is gigabit wired Ethernet and secure 802.11g wireless networking that uses the 802.11x authentication standards and WPA2-Enterprise encryption.

As part of ICHP's computing environment, the research team has direct access to desktop and server-run up-to-date versions of comprehensive packages for statistical analyses, including SAS, STATA, MPlus, and other, as well as advanced software for specialized applications such as meta-analyses, statistical power estimation, econometric modeling, and time-series analyses.

## **Tab H: References**

*Provide a list of references and contact information for current and past projects. Include both public and private sector client references.*

### **Florida KidCare Evaluation**

Bruce Congleton, Contract Manager  
Agency for Health Care Administration  
Medicaid Quality Management Bureau  
Room 3230, Bldg. 3, Mail stop #48  
Tallahassee, FL 32308  
(850) 412-4678  
Bruce.Congleton@ahca.myflorida.com

### **Florida Healthy Kids Corporation Evaluation**

Jennifer Kiser Lloyd, Chief External Affairs Officer  
661 E Jefferson St # 200  
Tallahassee, FL 32301-2788  
(850) 701-6160  
lloydj@healthykids.org

### **Evaluation of an Employer-Supported Diabetes Intervention**

Karlene Ranghell, Project Manager  
Florida Health Care Coalition  
4401 Vineland Road, #A-10  
Orlando, FL 32811-7361  
(407) 425-9500  
Karlene@flhcc.com

## Tab I: Contract Amendments

*Utilize the strike and underline functions to identify any proposed amendments to the Corporation's standard service agreement.*

~~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.~~

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.~~

### 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 attorney's 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.~~

Responsibility. Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, School, and/or the Florida Board of Education. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by a party or parties whose legal signature is not indicated on this Agreement.

### 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.~~

#### 5-4 Attorney Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, each party shall pay its own fees, including attorneys' fees, and costs relating to any material proceedings. ~~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.

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. Notwithstanding, under Section 1004.22, Florida Statutes, the ENTITY shall release the title and short description of the Study, the name of the researcher, and the amount and source of funding provided for the Study, without prior consent of a sponsor.

#### 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.

## **Tab J: Other Services**

*Describe any additional services the entity may offer and which may be of benefit to the Corporation and its program.*

ICHP may offer Florida Health Choices two additional services. First, ICHP could conduct surveys and analyze results on client satisfaction with care and health plan service. Second, ICHP could collect qualitative data from clients and employers regarding their experience with the Florida Health Choices program.

ICHP has extensive experience conducting client satisfaction surveys and presenting results to a variety of audiences. Other ICHP evaluation projects that conduct client surveys have a multi-step process to ensure the integrity and comparability of the data collected. Initially, the project team and the agency identify the research questions to be answered by the survey. The ICHP project team begins its internal development of the survey questionnaire by relying as much as possible on validated instruments from the Agency for Healthcare Research and Quality. As the survey instrument is being refined, ICHP also develops the specification for the survey universe (i.e., enrollment length required for eligibility to complete the survey, identification of any geographic or other restriction for the survey) and the database programming to extract a random sample of clients for the survey sampling frame. When the survey instrument is jointly finalized by ICHP and the agency, ICHP will coordinate the fielding of the survey with a survey vendor. To ensure that the highest level of data quality is attained, ICHP staff members clandestinely monitor interviews being conducted at a variety of days and times throughout the fieldwork process. In addition, preliminary datasets are reviewed weekly or bi-weekly for data completeness and to identify any emerging trends in responses that need to be brought to the agency's attention.

ICHP works with several survey vendors for data collection, including the University of Florida Survey Research Center (UFSRC). Over the last decade, UFSRC has conducted tens of thousands of interviews with health care clients for multiple evaluation projects. The UFSRC's CATI survey lab has 95 stations, making it among the largest university-based survey units in the country. The University of Florida Survey Research Center employs a full-time director, two full-time project managers, a full-time field director, a full-time Java programmer, 13 part- and full-time supervisors, and between 100 and 300 telephone interviewers at any time (depending on workload), including bilingual Spanish speakers. Telephone interviewers receive comprehensive instruction including confidentiality of respondent information and answers, interviewing technique, the proper disposal of cases, and the use of survey center software. Ongoing quantity and quality controls provide regular feedback to interviewers. For example, UFSRC's state of the art VOIP telephone

system uses Asterisk open source technology, which allows them to record 100% of the phone calls. This feature enhances the monitoring system so the evaluation staff can listen for correct survey implementation, rapport with respondents and proper coding of call dispositions.

After data collection is complete, ICHP evaluation teams analyze the survey data using state-of-the-art statistical packages including SAS, SPSS, Stata, and Tableau, which allow the researchers to provide the agency with as much or little detail as desired. The final analysis plan will be developed jointly by ICHP and the agency, based on agency feedback about their information and planning needs. Whenever possible, ICHP evaluation reports will provide detailed results of client satisfaction and health care experiences by a variety of demographic and programmatic categories such as gender, race/ethnicity, geographic location, and program or plan of enrollment. ICHP reports can be descriptive, graphical, or highly statistical. Results are compared with national benchmarks for commercial plans whenever possible. The needs of each evaluation determine the final focus and form of written reports. ICHP researchers regularly present results of their evaluations in public settings to audiences with a variety of expertise, including medical directors, health plan administrators, legislators, and health care advocates.

The second service that ICHP could provide is the collection and analysis of qualitative data from enrollees and employers on their experience with the Florida Health Choices program. ICHP has regularly conducted focus groups and detailed key-informant interviews to collect data that is less structured than the standard survey interview. ICHP could develop a component of its evaluation for Florida Health Choices that collects feedback about the application and enrollment process from enrollees or potential enrollees. Specifically, which aspects of the application process were easy to negotiate and which aspects were barriers to enrollment? Another set of focus groups could be conducted with participating employers to assess their satisfaction with the Florida Health Choices marketplace. The exact scope and content of the focus groups would be developed jointly by ICHP and Florida Health Choices after the program's startup and the information needs of the agency become clearly defined. The report for this potential service would assist Florida Health Choices in improving the usability of its marketplace.

**Internal Budget****PI:****Title:****Agency:****Dates:****YEAR 1, Project Start-up--Planning and data warehousing only**

Shenkman/Nogle

Evaluation Services

Florida Health Choices, Inc.

8/1/11-12/31/11

**Proposal# 00082491 Project# 00095825**

<b>Personnel Name</b>	<b>Role</b>	<b>Year 1</b>	<b>Base with 3% inflation</b>	<b>TOTAL</b>
Elizabeth Shenkman	PI	2.00% 0.24	\$241,020 Salary Fringe Rate Fringe 26.90% Total Sal	\$ 4,820 \$ 1,297 \$ 6,117
June Nogle	Co-PI	10.00% 1.20	\$103,157 Salary Fringe Rate Fringe 26.90% Total Sal	\$ 10,316 \$ 2,775 \$ 13,091
Terry Lemesh	Research Coordinator	5.00% 0.60	\$59,740 Salary Fringe Rate Fringe 30.00% Total Sal	\$ 2,987 \$ 896 \$ 3,883
Deepa Ranka	Data Manager	3.00% 0.36	\$103,700 Salary Fringe Rate Fringe 30.00% Total Sal	\$ 3,111 \$ 933 \$ 4,044
TBN	HEDIS & SQL Programmer	25.00% 3.00	\$65,500 Salary Fringe Rate Fringe 30.00% Total Sal	\$ 16,375 \$ 4,913 \$ 21,288
		-	Salary Fringe Rate Fringe Total Sal	\$ - \$ - \$ -
<b>Total FTE</b>		<b>45.0%</b>	<b>Salary</b>	<b>\$ 37,609</b>
<b>Personnel (12 month equivalent)</b>			<b>Fringe</b>	<b>\$ 10,814</b>
<b>Personnel (August-December, 5 month total only)</b>			<b>Total</b>	<b>\$ 48,423</b>
			<b>Total</b>	<b>\$ 20,176</b>

**Other Expenses**

IT support (\$2420 per year faculty FTE and \$1210 per year per staff FTE)

\$ 690

**Other Expenses (12 month equivalent)****Sub Other Expenses \$ 690****Other Expenses (August-December, 5 month total only)****Total \$ 287****TOTAL DIRECT COSTS**

Base for Indirect Calculation

\$ 20,464

Indirect Cost (UF agreed to reduce the IDC rate to 10%)

\$ 20,464

**TOTAL PROJECT COST if 10% IDC rate request is approved**

\$ 2,046

**\$ 22,510****Ad Hoc Expenses**

Ad hoc reporting-Programming, data management, and computer time \$80.00 per hour plus IDC rate

Ad hoc reporting-Literature searches, chart and graph preparation, general assistance \$25 per hour plus IDC rate

Ad hoc reporting-Study design, methods, statistical analyses, and report preparation \$125.00 per hour plus IDC rate

Surveys-Actual cost per completed survey as charged by survey vendor, plus IDC rate

Surveys-Actual cost of printing and mailing for surveys or advance letters, as charged by printing vendor, plus IDC rate

Travel to meet with Florida Health Choices, UF will bill Healthy Choices for expenses incurred, plus IDC rate

Data storage for health claims/encounter and enrollment data at \$5 per gig per year, plus IDC rate

Database consulting (depending upon format of enrollment database) at \$75 per hour, plus IDC rate