

REQUEST FOR INFORMATION – Medicaid Procurement Consultant – Professional Services

July 30, 2021

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SECTION 1 – RFI OVERVIEW AND PROPOSAL PROCEDURES

South Florida Community Care Network, LLC d/b/a Community Care Plan (“CCP”) is requesting information from qualified entities interested in providing consulting services relating to CCP’s intent to submit proposal(s) in response to the Agency for Health Care Administration’s (“AHCA” or “the Agency”) anticipated invitation(s) to negotiate (“ITN”) for the Statewide Medicaid Managed Care Program (“SMMC Program”). CCP seeks to identify the most competitive Respondents that will furnish consulting services to CCP in an efficient, high quality, transparent, and collaborative manner.

CCP reserves the right in its own discretion to: (1) negotiate and contract with a consultant responding to this Request for Information (“RFI”); (2) issue a subsequent procurement to all Respondents to this RFI and/or other prospective vendors; (3) and/or decide not to enter into any contractual arrangement with any Respondent to this RFI.

This RFI should not be construed as a request or authorization to perform work at CCP’s expense. Any work performed by a Respondent in connection with its evaluation and response to this RFI, and, if selected, negotiating a definitive contract, will be at the respondent’s own discretion and expense.

1.1 Introduction/Background

CCP is a provider service network (“PSN”) owned and operated by the North Broward Hospital District d/b/a Broward Health and the South Broward Hospital District d/b/a Memorial Healthcare System (“Members”). CCP was incorporated as South Florida Community Care Network in 2014 as a Florida limited liability company, with its principal place of business located at 1643 Harrison Parkway, Suite H-200, Sunrise, Florida 33323.

As part of its operations, CCP has and continues to establish a network of providers to provide health care services to certain payor groups, including Medicaid, Florida Healthy Kids, among others. CCP provides services to Enrollees in Region 10 (Broward County) for the MMA Program and in Regions 9, 10 and 11 (Indian River, Martin, Okeechobee, Palm Beach, St. Lucie, Broward, Miami-Dade, and Monroe Counties) for the FHK Program.

1.2 Objective and Purpose

CCP is seeking a consulting firm with experience in the Florida Medicaid program, which is a statewide, integrated managed care program for all covered services, including long-term care services. The SMMC Program includes the Managed Medical Assistance (“MMA”) program and the Long-Term Care (“LTC”) program. CCP anticipates that the Agency will issue the ITN in 2022 soliciting statewide responses in the eleven (11) regions of the state to provide managed care health services for enrollees in the Agency’s SMMC Program.

Most likely, the Agency will solicit bids for the following plan types:

- **Comprehensive Plan** – A managed care plan that is eligible to provide MMA services and LTC services to eligible recipients.
- **Long-term Care Plus Plan** – A managed care plan that is eligible to provide MMA services and LTC services to eligible recipients enrolled in the LTC program. This plan is not eligible to provide services to recipients who are eligible only for MMA services.
- **Managed Medical Assistance (MMA) Plan** – A managed care plan that is eligible to provide MMA services to eligible recipients. This plan type is not eligible to provide services to recipients who are eligible for LTC services.
- **Specialty Plan** – A managed care plan that is eligible to provide MMA services to eligible recipients who are defined as a specialty population by the Agency, or potentially by a responsive bidder.

Respondents must have experience writing responses to federal and state health care services procurements, with an emphasis on Florida Medicaid bids, and a demonstrated record of successful awards of bids and be able to offer creative and innovative options for CCP's responses to the anticipated ITN. Respondents will be held to aggressive service requirements and high-quality standards in providing services to CCP. This document defines the skills, capabilities, and services that CCP expects from the selected firm.

1.3 [RFI Calendar](#)

The projected timeline for the RFI is shown below. CCP reserves the right to amend the timeline. If CCP finds it necessary to change any of the activities/dates/times listed below, all interested parties will be notified by addenda to the original RFI.

DATE/TIME	DESCRIPTION
July 30, 2021	CCP has or will publish notice of the release of the RFI in the <i>Florida Administrative Register</i> and it will be available at https://www.ccpcares.org/Newsroom
August 5, 2021 @ 5:00 p.m.	Interested Parties should submit Attachment 1 via email to procurements@ccpcares.org
August 12, 2021 @ 5:00 p.m.	Interested Parties should submit written questions utilizing Attachment 2 via email to procurements@ccpcares.org
August 19, 2021	CCP will submit its Answers to Written Questions from Interested Parties via email from procurements@ccpcares.org to the Parties' designated email contact

DATE/TIME	DESCRIPTION
August 27, 2021 @ 2:00 p.m.	RFI Responses will be due via email to procurements@ccpcares.org
August 30 to September 17, 2021	Evaluation Committee reviews Responses to RFI
September 23, 2021	Recommendation to CCP Members

1.4 RFI Availability

- 1.4.1 CCP will publish notice of the RFI in the [*Florida Administrative Register*](#). Interested Parties may submit a written request for a copy of the RFI by email to Procurements@ccpcares.org or the RFI will be available for download on CCP's website at <https://www.ccpcares.org/Newsroom>.
- 1.4.2 Interested Respondents should complete the non-binding Acknowledgment Form ([Attachment 1](#)) and return it by email to Procurements@ccpcares.org no later than **5:00 p.m. on August 5, 2021**.

1.5 Restrictions on Communications

Respondents to this RFI or persons acting on their behalf are prohibited from contacting any member of the staff or representative of CCP, Memorial Healthcare System or Broward Health about any aspect of the services related to this RFI beginning on the date on which the RFI is first advertised by CCP and continuing until a recommendation is made to the CCP Members. Any information that amends or supplements any portion of this RFI, which is received by any method other than an Addendum to the RFI should not be considered and is not binding on CCP. Violation of this section, may, at CCP's sole discretion, result in disqualification of the offending Respondent from the RFI, as well as possible suspension or debarment from participating in any future CCP procurements or competitive solicitations. This restriction on communications shall not apply to:

- (a) Communications with CCP staff by an existing vendor regarding the Respondent's existing contract or other matter clearly outside the scope of this RFI;
- (b) Communications to or with the designated point of contact identified in the RFI; or
- (c) Presentations before the Selection/Evaluation Committee meetings.

1.6 Written Questions; Additional Information; Addenda

- 1.6.1 Any questions concerning any portion of this RFI must be submitted, in writing, to CCP via email to Procurements@ccpcares.org no later than 5:00 p.m. on August 12, 2021, as specified in Section 1.3, RFI Timeline, in a format substantially the same as [Attachment 2, Question/Answer Template](#).
- 1.6.2 Any questions which require a response which amends the RFI document in any manner will be answered via Addendum by CCP and provided to all Respondents.

- 1.6.3 It is the sole discretion of CCP to consider questions received after the Written Questions submission deadline.

1.7 Conflict of Interest

- 1.7.1 There shall be no dealings between any Respondent and CCP that might be construed as a conflict of interest. All Respondents shall include in their response to the RFI an executed copy of [Attachment 3, Conflict of Interest Disclosure Form](#), or a document in a format substantially the same as Attachment 3, which shall include any and all information pertaining to any dealings that Respondent has had with CCP, Memorial Healthcare System and/or Broward Health that might be construed as a conflict of interest. Any individuals who were employees of Respondent within the last year who are now employees of CCP shall also be disclosed. Similarly, any employees of CCP within the last year who are now employees of Respondent shall also be disclosed.
- 1.7.2 No employee or officer of CCP shall have any ownership or monetary interest in, share in the benefits of, or be a part of any contract either directly or indirectly pursuant to this RFI. Additionally, no CCP employee or officer shall personally benefit monetarily or otherwise as a result of the Contract contemplated by this RFI.

1.8 Bankruptcy

No RFI Response will be considered from any Respondent who, at the time during the RFI, is/was involved in bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law.

1.9 Excluded Entities

- 1.9.1 Section 287.133(2)(a), Florida Statutes, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000 provided in Section 287.017(2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Submission of an RFI Response will serve as a certification that Respondent has not been placed on the State's convicted vendor

list within the last thirty-six (36) months. Please complete [Attachment 4 – “Sworn Statement”](#) Section of this RFI.

- 1.9.2 CCP may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount of \$35,000 with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133(3)(f). If CCP was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list CCP may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.
- 1.9.3 Pursuant to section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 1.9.4 CCP may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of thirty-six (36) months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to section 287.134(3)(e). If CCP was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity’s name appears on the discriminatory vendor list.
- 1.9.5 Respondent must represent and warrant that Respondent and none of its employees or subcontractors are and at no time have been excluded from participation in any federal funded health care program under sections 1128 and 1128A of the Social Security Act, or any other federally funded program or federal contract, including Medicare and Medicaid, and that neither it nor any affiliate is currently included in or listed on the List of Excluded Individuals/Entities maintained by the Department of Health and Human Services Office of Inspector General pursuant to 42 U.S.C. §§ 1320a-7, 1320c-5, 1395cc, and any regulation promulgated thereunder, which

can be searched at <http://exclusions.oig.hhs.gov/> (“OIG List”), or is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in 42 C.F.R. § 438.610(a)(1), or is on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134, Florida Statutes.

- 1.9.6 Respondent must agree to immediately notify CCP of any threatened, proposed, or actual exclusion of said individuals from any federal funded health care program or any other federally funded program or federal contract, including Medicare and Medicaid or is barred, suspended or otherwise from participating in procurement activities under the Federal Acquisition Regulation, or listing on the convicted vendor list or discriminatory vendor list. CCP has the right to immediately terminate any contract upon notice that a Respondent is debarred, proposed for debarment, suspended, declared ineligible, or excluded from participating in federal health care programs or procurement activities under the Federal Acquisition Regulation or listed on the convicted vendor list or discriminatory vendor list maintained pursuant to sections 287.133 or 287.134.
- 1.9.7 CCP vendors are required to comply with all applicable federal and state laws relating to nondiscrimination and equal employment opportunity, and assure physical and program accessibility of all services to persons with physical and sensory disabilities pursuant to section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by applicable regulations (45 C.F.R. part 84), Title VI of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination and Employment Act of 1967 and the Age Discrimination Act of 1975.

1.10 Florida Sunshine Act and Public Records Law

- 1.10.1 Respondent understands that CCP is subject to chapter 119, Florida Statutes, commonly known as Florida’s Public Records Law. If any party requests access to or copies of information submitted by a Respondent in connection with this RFI, the following terms will apply:
 - (a) CCP will notify Respondent of any instance in which the disclosure or copies of Respondent’s confidential information is requested by any party to be disclosed under chapter 119. If Respondent submitted a redacted copy of its RFI Response with the statutory basis for said redactions, CCP will respond to the public records request with a copy of the redacted response.
 - (b) If the party requesting the disclosure contests the legal basis for withholding any of the documents Respondent contends should be held as confidential, then Respondent will, at its sole cost, defend its position that the requested documents should not be released. To the extent CCP incurs liability for costs or attorneys’ fees (including, without limitation, those awarded to the

party requesting the disclosure) in connection with such challenge or appeal, Respondent agrees to indemnify and hold harmless CCP for those costs and fees.

- 1.10.2 Respondents will agree that the aggregate pricing and other compensation payable to a Respondent under a final contract with CCP are not confidential and may be disclosed pursuant to chapter 119.

1.11 HIPAA Statement

1.11.1 Respondent shall be subject to all of CCP's obligations relating to compliance with confidentiality laws and the confidentiality of protected health information ("PHI") and personal identifying information ("PII"). Respondent acknowledges and agrees to comply with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") and the Florida Information Protection Act ("FIPA"), section 501.171, Florida Statutes, which are incorporated herein by reference and will be made a part of any contract, as if they were printed in full therein. Respondent shall not disclose PHI or PII to any other party without the prior consent of the enrollee. Respondent shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.

- 1.11.2 Respondent agrees that it will enter into an appropriate business associate agreement, or other agreements as may be required by law.

1.12 Insurance

1.12.1 Respondents must agree to keep and maintain the following minimum insurance coverage and ensure the same is included in any downstream contract, where applicable:

- (a) Comprehensive general liability insurance with minimum policy limits in the amount of at least one million dollars (\$1,000,000) per occurrence;
- (b) Umbrella liability insurance with a limit of not less than five million dollars (\$5,000,000) in the aggregate;
- (c) Automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) combined single limit;
- (d) Workers' compensation insurance with limits sufficient to meet statutory requirements; and

- (e) Professional liability insurance with a limit of not less than one million dollars in the aggregate to insure Respondent and its officers and employees acting within the scope of their duties, against any claims for property damage, personal injury or death occasioned directly or indirectly by Respondent or by its officers or employees, in connection with the performance of the Respondent's responsibilities under the agreement.

1.12.2 CCP may request to be named as an additional insured on the above insurance policies effective upon the commencement of any contract ensuing from this RFI. Each insurance policy shall state it is not subject to cancellation or reduction in coverage without written notice to CCP thirty (30) days prior to the effective date of cancellation or reduction.

1.13 Lobbying

This section deals with lobbying CCP, Memorial Healthcare System and/or Broward Health only and does not apply to or include lobbying of any state or federal agency, legislature, or other governmental authority. Respondent warrants that: (A) it has not retained any "lobbyist," which for the purposes of this section is a company or person, other than its own bona fide employees, to solicit or secure a contract with CCP and that it has not paid or agreed to pay any lobbyist, other than its bona fide employees, any fee, commission, gift, or other consideration to solicit or secure a contract with CCP; or (B) any lobbyist retained by Respondent who is not its employee of Respondent has notified CCP's General Counsel.

1.14 Joint Ventures

A Respondent that desires to form a joint venture with one or other firms for the purpose of collectively meeting the requirements for one or both engagements in this RFI shall be limited to no more than one other firm (for a total of two) in the joint venture. Any joint ventures responding to this RFI must submit one, combined response. No firm included in a joint venture proposal may provide a separate submission as a member of another joint venture proposal.

SECTION 2 – INFORMATION TO BE INCLUDED IN THE RFI RESPONSE

2.1 Format of RFI Responses

The RFI Response shall be written in sufficient detail to permit CCP to conduct a meaningful evaluation of the proposed services. The RFI Response must include the following information:

- 2.1.1 Title Page:** The title page should include the RFI title/subject, Respondent's name, address, telephone number, email address, and the date of submission.
- 2.1.2 Table of Contents:** The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the attachments, must be clearly and consecutively numbered and correspond to the Table of Contents.
- 2.1.3 Letter of Transmittal:** The transmittal letter should include Respondent's name, business address, contact email for this RFI, and federal employer identification number ("FEIN"). The transmittal letter should also include the names of any persons authorized to make representations for Respondent, their titles, addresses, telephone numbers, and email addresses.
- 2.1.4 Instructions:** Respondents should carefully follow the instructions outlined in this RFI, including but not limited to: **this section 2.1 and its subsections; the attachments to this RFI; the Minimum Eligibility Criteria in Section 2.2.1; and the Evaluation Criteria in Section 2.3 and its subsections**, which will form the substance of Respondent's submission. Respondent must submit a response addressing each of the points in the same order as presented herein. Failure to do so could eliminate Respondent from consideration. Proposals that do not include the required documents may be deemed non-responsive and may not be considered. The documents required to be completed are as follows:
- 2.1.5 Exemptions:** If a Respondent is asserting any exemption(s) under chapter 119, Florida Statutes, Respondent must submit one (1) redacted copy of its response with the statutory basis for the redactions with the Respondent's name clearly printed on the transmittal letter of the redacted RFI Response.

2.2 Minimum Eligibility Criteria

- 2.2.1** In order to be considered for contracting and to be further evaluated, Respondent must meet or exceed the following criteria as of the date of the RFI. Failure to accept the terms below and/or to provide the information requested below may result in disqualification of Respondent for consideration.
- (a) Respondent must be licensed (where applicable) and in good standing to do business in the State of Florida.
 - (b) Respondent must have experience in providing services to governmental entities, preferably health care entities of similar size and scope to CCP.
 - (c) Respondent must describe and demonstrate its expertise and experience with similarly situated clients.
 - (d) Respondent must describe Respondent's policy and approach to resolving conflicts of interest between multiple clients. Provide a detailed description of steps taken to ensure that (i) there is no risk to confidential information

acquired from CCP; (ii) Respondent creates an ethical wall between consultants and staff representing clients with similar interests; and (iii) there is no material risk that Respondent will be less diligent on CCP's behalf due to a conflict with another client.

- (e) Respondent must describe and provide detailed information relating to prior engagements of successful client bid(s) for Florida MMA plans.
- (f) Respondent must state under what other or former name(s) Respondent is currently or has previously operated under.

2.3 Evaluation Criteria – (Respondent Qualifications, Scope of Services, and Cost of Services): This section represents the information that will be utilized in the evaluation of responses received. Respondents are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the proposals submitted. Respondents are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposals. Failure to respond or incomplete responses to any evaluation criteria below may result in disqualification of an entire proposal.

2.3.1 Respondent's Qualifications:

- (a) **Executive Summary** – Submit a brief abstract, of approximately three (3) pages, stating Respondent's understanding of the nature and scope of the services to be provided and Respondent's capability to comply with all terms and conditions of this RFI.
- (b) **Litigation** – Provide a statement of any litigation or regulatory action that has been filed by or is pending against your firm in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect. For joint venture or team Respondents, submit the requested information for each member of the joint venture or team.
- (c) **Background** – Provide a brief description of Respondent, its services, and its overall qualifications. Information provided in this section should include, but not be limited to: number of years providing similar services, number of employees, and approximate number of past and current clients. For national or multi-office locations, provide information on both a firm-wide basis as well as the office from which CCP will be serviced.
- (d) **Staffing:** Identify all primary assigned consultants and any other staff who will provide services to CCP. For each person identified, include a current curriculum vitae that indicates the length of time with Respondent and in

the industry, the approximate number of clients served, professional experience and experience with procurement consulting.

- (e) **Qualifications and Relevant Experience:** Describe Respondent's experience writing responses for federal and state health care service procurements, with an emphasis on any Florida Medicaid bids, including clients, testimonials, references, win/loss records or statistics, and any other relevant documentation or information that may be relevant to CCP.
- (f) **References:** Provide at least three (3) client references currently or recently receiving services similar to those being requested herein from Respondent. For each reference, provide a contact person, address, email address and telephone number.
- (g) **Differentiating Factors:** Describe Respondent's unique experience or qualifications that will set it apart from other Respondents. Examples may include Respondent's interest in CCP, examples of work-product, added value/expanded services (e.g., network development strategy, expert referrals, pre-ITN consulting, etc.), relationships, specialty plan submission strategies, or other distinguishing details.

2.3.2 Scope of Services to be Provided:

Respondent must provide a proposed statement of work ("SOW") including service level agreements and milestones tied to a financial arrangement where possible, ensuring timely submission of all deliverables to CCP.

Within or attached to such SOW, Respondent must clearly indicate whether Respondent will comply, will comply but with stated deviations, or cannot comply or provide the services listed below. Provide a description of how Respondent will accomplish each of the services.

Section	Services	Yes, Will Comply	Yes, Will Comply But With Stated Deviations	No, Cannot Comply or Provide
(a)	Provide extensive work preparing a strategy for positioning CCP for success in continuing participation as a PSN in the SMMC Program in advance of the anticipated AHCA procurement(s)			
(b)	Review CCP's current program offerings in order to provide constructive feedback to improve			

Section	Services	Yes, Will Comply	Yes, Will Comply But With Stated Deviations	No, Cannot Comply or Provide
	CCP's market position and bid competitiveness			
(c)	Provide aid in preparing a strategy for positioning CCP as a multi-region MMA and/or LTC plan			
(d)	Provide aid in positioning CCP to promote an innovative model for health care delivery as a multi-region MMA and/or LTC plan			
(e)	Formulate a strategy that focuses on CCP's experience and uniqueness as a managed care plan and PSN			
(f)	Conduct an initial review of the AHCA ITN upon release; develop draft questions for submission to AHCA; track all plan questions to ensure inclusion in CCP responses			
(g)	Consult with, develop, assist, and review CCP's responses to the AHCA ITNs in multiple regions			
(h)	Conduct mock scoring of CCP's responses to the AHCA ITNs prior to submission			
(i)	Accept responsibility for the logistics of submission of CCP's responses to the AHCA ITNs to ensure no fatal flaws			
(j)	Assist CCP in preparing for finalist presentations and best and final offers in response to the AHCA ITNs			
(k)	Consult with and assist CCP and outside counsel in developing responses to appeals challenging AHCA ITN awards			
(l)	Attend in-person meetings as may be requested by CCP from time to time through the implementation and bid development process			
(m)	Monitor the budget and legislation related to the Medicaid 1115 waiver and statutes relating to the SMMC program, including any changes that could impact the SMMC Program			

Section	Services	Yes, Will Comply	Yes, Will Comply But With Stated Deviations	No, Cannot Comply or Provide
	re-procurement and/or PSN eligibility and licensure requirements			
(n)	In collaboration with CCP, coordinate any issues described in (m) above with CCP's lobbyists and consultants			
(o)	Consult with CCP regarding Medicaid regulations, policies, and activities specific to the Florida Medicaid environment			
(p)	Inform CCP of pertinent state and national trends and data regarding Medicaid managed care to enhance bid narratives and better position CCP in advance of the ITN			
(q)	Submit a monthly statement and summary of all services rendered (including total hours), within ten (10) days of the end of each calendar month, to be reviewed and approved by CCP.			

2.3.3 Cost of Services:

Respondents should submit a proposed compensation structure for the services requested in this RFI, including a timeline with anticipated periodic (e.g. quarterly) hours and hourly rates if applicable. Evaluation of this section will be based on the Respondent's ability to substantiate the proposed compensation levels using similarly sized clients it services, as well as providing estimates for total annual hours spent servicing the account, to include any hours of hired professionals and subcontractors. Additional consideration will be given to any proposals which include an option for flat fees, maximum/capped fees, or alternative fee arrangements, including putting a portion of the fee at risk in the event of poor performance, as opposed to uncapped hourly rates.

Any other information Respondent believes will provided added value or assist CCP in ensuring best value is achieved in issuing any award to a Respondent to this RFI may be considered. CCP reserves the right to supplement this section with additional requested information to the extent necessary to ensure comparable competitive responses are received, including issuance of a Best and Final Offer request.

It is the intent of CCP to provide the Respondent with a compensation agreement that is fair and reasonable for both Respondent and CCP. Additionally, this agreement must be legal, transparent, and defensible to the Members of CCP.

SECTION 3 – EVALUATION OF RFI

3.1 Evaluation Committee

The Evaluation Committee (hereinafter referred to as “Committee”) shall evaluate all RFI Responses received, which meet or exceed Section 2.2, Minimum Eligibility Requirements, and which adequately respond to each criterion outlined in Section 2.3.

The Committee may recommend the rejection of any Response containing material deviations from the RFI. The Committee may recommend waiving any irregularities and technicalities.

3.2 Evaluation Process

The Committee reserves the right to ask questions of a clarifying nature to some or all Respondents once the RFI Responses are received, require presentations from select Respondents, or make their recommendations based solely on the information contained in the RFI Responses submitted. Presentations, if required, will be part of the evaluation process.

3.3 Contract Negotiations

Based upon Section 3.1, the Committee, at its sole discretion, may commence contract negotiations with selected Respondent(s). The Committee reserves the right to negotiate any term, condition, specification or price with a selected Respondent(s). In the event that mutually agreeable negotiated terms cannot be reached with a Respondent, the Committee may negotiate with the next ranked Respondent(s), and so forth. An impasse may be declared by the Committee at any time.

3.4 Selection

CCP intends to select only the Respondent that has complied with the terms, conditions, and requirements of the overall RFI. After the conclusion of negotiations, a recommendation may be made for the services sought in the RFI in accordance with the terms of negotiations. Any contract resulting from these negotiations must be approved by CCP’s General Counsel, must be governed by the laws of the State of Florida, and must have venue established in the Seventeenth Judicial Circuit of Broward County, Florida or the United States Court of the Southern District of Florida. This contract, once approved by CCP’s General Counsel, will be submitted to CCP’s Members for final approval. Member approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on a contract unless otherwise stated

therein. If and once a Respondent is selected, all Respondents will be informed as soon as practicable.

3.5 RFI Postponement/Cancellation

CCP reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel all or part of this RFI at any time, including after award is made and contract negotiations have begun. CCP further reserves the right to re-advertise this RFI, which may also be modified to meet the current needs of CCP.

ATTACHMENT 1 – ACKNOWLEDGMENT FORM

This form acknowledges receipt of CCP's Medicaid Procurement Consultant Request for Information and indicates whether Respondent intends to submit a response.

RFI Responses must be received prior to 5:00 p.m. on August 27, 2021.

Return this form via email no later than 5:00 p.m. on August 5, 2021, to Procurements@ccpcares.org.

Company Name: _____

Contact Name: _____

Street Address _____

City, State, Zip _____

Office Number: _____

Cell Number: _____

Email: _____

Authorized Signature: _____

Print Name _____

Title: _____

Date: _____

Will Respondent be submitting a RFI Response? ☐ Yes
☐ No

Please indicate the reason(s) for not submitting a response. _____

ATTACHMENT 2 – QUESTION/ANSWER TEMPLATE

Question #	Vendor Name	Section Reference	Subsection Reference	Attachment Reference	Page #	Question	Response

ATTACHMENT 3 – CONFLICT OF INTEREST DISCLOSURE FORM

Respondent: _____

The following are relationships, business and personal, that may create a conflict of interest that Respondent is hereby disclosing (add rows as necessary):

Type of Relationship (Business, Personal)	Name of Individual or Organization	Status of Organization or Individual (e.g., Current Contractor, CCP Employee, Board Member, Memorial Healthcare System, Broward Health, etc.)	Term of Relationship

☐ To the best of my knowledge, no conflicts of interest exist between, _____ and any person or organization identified in CCP's RFI; CCP's Members, Memorial Healthcare System, Broward Health, any employees of CCP or its Members.

Signature of Individual Authorized to Represent Respondents

Date

Printed Name

Title

**ATTACHMENT 4 – SWORN CERTIFICATE UNDER SECTION
287.133, FLORIDA STATUTES, PUBLIC ENTITY CRIME
PROVISION**

STATE OF _____

COUNTY OF _____

Before me, the undersigned notary public, personally appeared _____
_____, in his/her capacity as _____ of _____
_____, (“Contractor”)
who, having taken an oath deposes and says:

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.
2. Contractor’s business address: _____
_____ and the Contractor’s Federal Employee Identification Number (FEIN) is _____.
3. Contractor is familiar with and understands all of the provisions contained in section 287.133, Florida Statutes, concerning a public entity crime.
4. Contractor certifies that one of the following is true and correct:

_____ Neither Contractor nor any affiliate of Contractor has been placed on the state’s Convicted Vendor List following a conviction within thirty-six (36) months prior to executing this Certificate; or

_____ Although Contractor or an affiliate of Contractor was placed on the Convicted Vendor List within the last thirty-six (36) months, the Contractor or its affiliate has been removed from the List pursuant to section 287.133(3)(f), Florida Statutes.
5. Contractor acknowledges that South Florida Community Care Network, LLC d/b/a Community Care Plan is a public entity as defined in section 287.133(1)(f), Florida Statutes, and that South Florida Community Care Network, LLC d/b/a Community Care Plan is relying upon this Certificate in accepting Contractor’s bid with a potential for awarding the contract to Contractor.
6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

By: _____

Notary Public

Printed Name
(Printed, typed, or stamped)

My Commission Expires: