



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **HEALTH MANAGEMENT ASSOCIATES, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**HEALTH MANAGEMENT
ASSOCIATES, INC.**

DocuSigned by:

Kelly Johnson

Kelly Johnson

Chief Administrative Officer

2/18/2021 | 9:20 AM PST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

Tami Fillyaw

Tami Fillyaw

Chief of Staff

2/18/2021 | 2:57 PM EST

Date:

Contract Attachment A: Cost Proposal

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Health Management Associates, Inc.
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$310.00	\$325.00
Senior Consultant	\$265.00	\$280.00
Consultant	\$130.00	\$135.00
Junior Consultant	\$120.00	\$125.00
Program and Administrative Support	\$30.00	\$30.00



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

HEALTH MANAGEMENT ASSOCIATES

Proposal to Provide
Management Consulting Services

PRESENTED TO:

State of Florida Department of Management Services

RFP#: 06-80101500-J

June 9, 2020

120 North Washington Square
Suite 705
Lansing, MI 48933
Telephone: (517) 482-9236
Fax: (517) 482-0920

WWW.HEALTHMANAGEMENT.COM

HEALTH MANAGEMENT ASSOCIATES

June 9, 2020

Joel Atkinson
Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399-0950

Dear Mr. Atkinson:

Health Management Associates, Inc. (HMA) is pleased to submit our proposal to provide **Management Consulting Services** in response to **RFP 06-80101500-J**.

HMA has the expertise, staffing, and thought leadership to assist the State of Florida with all services described under the Management Consulting Services category. Our multi-disciplinary teams' single goal is to help states optimize the efficiency and effectiveness of their programs, work seamlessly across agencies and programs, and cultivate strong partnerships with stakeholders. Our team of professionals has years of real-world experience in federal, state, and local government, social service and provider organizations, regulatory bodies, health plans, and privatized delivery systems. We believe the following attributes set us apart from our competitors:

- **Experience.** For 35 years, HMA has completed scores of projects, large and small scale, across multiple systems for state government entities. These projects encompass multiple domains—from health care to social services, from behavioral health to public health. We develop strategies to solve complex issues faced by state agencies, guide strategic planning and capacity building, evaluate program effectiveness and compliance, manage projects and grants, as well as create toolkits and trainings for communities.
- **Approach.** We are ready to meet Florida's management and consulting needs through the combination of a Florida-based team and our nationwide subject matter experts. Our Florida-based team brings in-depth knowledge of State of Florida government agencies, practices, laws, and regulations and is primarily comprised of former State of Florida employees with extensive backgrounds and an understanding of state agency systems, structures, and operations.

Please contact proposals@healthmanagement.com if you have any questions regarding this response. For contracting matters, please contact our contracts director, Jeff DeVries, at 517-482-9236 or contracts@healthmanagement.com. As vice president, I am authorized to bind HMA contractually with this bid.

We are excited about the prospect of working with the State of Florida and are confident HMA will provide exemplary service through this contract. We look forward to your decision.

Sincerely,



Kelly Johnson
Vice President

1. EXPERIENCE

1.A. ABOUT HEALTH MANAGEMENT ASSOCIATES

Health Management Associates, Inc. (HMA) is a leading independent national research and consulting firm in the health care and human services industry with 35 years of management and consulting experience. Our local Tallahassee-based consultants are supported by more than 210 subject matter expert (SME) consultants based in 23 offices in 17 states across the country. HMA specializes in state-level policy analysis, research, and technical assistance. Our highly experienced professionals include former senior-level leaders in public and private health care and human services organizations, including federal, state, and local government agencies, community-based organizations (CBOs), health plans, health care delivery systems, and provider organizations. Our colleagues possess experience working in state Medicaid agencies and other state agencies, as well as legislative and governors' offices, the Centers for Medicare & Medicaid Services (CMS), and other federal agencies. The breadth of our team's expertise spans Medicaid and Medicare, the Affordable Care Act (ACA), and other public benefit programs; physical health, behavioral health, and long-term services and supports; social determinants of health and health care disparities; access to comprehensive services, as well as accountability and coordination of services across agencies; populations with complex needs, including those in correctional facilities and those with substance use disorder (SUD); systems and evaluation design and implementation; financing strategies; and innovations in health care, including value-based payment (VBP) models and integrated health care delivery. Our SMEs include team members who have spent decades working directly with communities and decision-makers to effect change through expertise in systems change, program design, implementation and evaluation, strategic planning, and organizational development. They have:

- Extensive human services experience addressing disparities and the needs of vulnerable populations
- Real-world expertise developing strategic plans for multi-sectoral coalitions
- Experience supporting collective impact efforts around the country

Their areas of expertise include public eligibility systems and state and federal policies and expectations, customer service, business flow, quality assurance/quality improvement practices, and staffing supports and needs. Our consultants have experience working with county agencies to improve benefits access in multiple positions, including the Special Supplemental Food Program for Women, Infants, and Children (WIC), Supplemental Nutrition Assistance Program (SNAP), energy assistance, housing assistance, earned income tax credits, and jobs and education benefits.

The breadth and depth of our experience combined with decades of Florida-specific experience and business acumen makes HMA well positioned to provide Management Consulting Services on a Request for Quote (RFQ) basis to the State of Florida.

1.B. OVERVIEW OF EXPERIENCE

Over the course of our 35 years, HMA has worked in every state in the nation. In the past five years alone, we have contracted with more than 25 states and the District of Columbia. During this time, we have conducted more than 250 engagements, including the provision of management consulting services to the states of Arizona, Alaska, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Nebraska, Nevada, New York, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Virginia, and Washington.

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As the COVID-19 response and recovery environment has proven, the work of public health and human services is critical to supporting the most vulnerable in our communities. One of our core services is to support state's efforts to deliver specialized, and when appropriate, integrated and interoperable services at the population, system, and client level. Our experience across both health and human services in policy, practice, operations, financing, quality assurance, information technology (IT) and interoperability, workforce development, and public-private partnerships presents our clients with an expansive menu of expertise to choose from. Over the years, HMA has supported states with technical assistance and content expertise in programs ranging from Medicaid waivers, Medicaid managed care, intellectual and developmental disabilities (IDD), and age-friendly programming for the over 55 population, behavioral health services including mental health, substance use and crisis response, income supports and eligibility programming, workforce development, a host of child and family services programs ranging from early childhood to child welfare and juvenile justice, housing and homelessness, and many others. Our consulting services to states is grounded in supporting state efforts to achieve the value proposition of health equity and address the social determinants of health.

Our engagements include strategic planning, business process development and design, organizational design, evaluation and data analytics, and project management services to assure each client's goals are met. In addition, HMA conducts a myriad of large and small evaluations in the areas of health and human services, primary and specialty care, chronic disease prevention, public health, and integrated physical and behavioral health across multiple systems, states, and localities. We have helped clients develop scores of strategic plans spanning city, county, and state social services, human services, public health agencies, and CBOs that coordinate and deliver a wide range of essential health care and social services.

1.C. SERVICE SPECIFIC EXPERIENCE

Below are a sample of current and recent (within the past three years) clients and projects that reflect the depth of our experience and demonstrate our ability to assist multiple State of Florida agencies and departments. We have organized these projects by topic.

STRATEGIC SUPPORT AND TECHNICAL ASSISTANCE

HMA has extensive experience providing strategic support to clients and responding to their technical assistance needs. We have provided management strategy and advisory consulting services across a range of subject areas to guide program design, infrastructure development, delivery system reform, budgeting and financing, audit and quality assurance support, and human capital management. We also have extensive experience providing advisory and technical assistance supports related to mission-driven business process initiatives and programs. Our consultants have significant public sector experience and are instrumental in the development of individualized solutions that are uniquely responsive to specific environments.

The projects below offer examples of our experience providing management strategy and advisory and assistance services related to mission-oriented business programs or initiatives.

Oklahoma Health Care Authority - Medicaid Program Transformation Design. HMA is currently working with Oklahoma Governor Kevin Stitt and the Oklahoma Health Care Authority, which administers Oklahoma's Medicaid program, on a Medicaid reform initiative called SoonerCare 2.0. The initiative includes an alternative Medicaid expansion waiver, as well as managed care reforms. As part of the project, HMA has completed a comprehensive assessment of Oklahoma's Medicaid program and interviewed key Medicaid agency staff. HMA used its findings to inform recommendations made to the

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governor in the SoonerCare 2.0 proposal. HMA also examined alternative models of managed care for Oklahoma, completing an organizational review and operational impact analysis.

As part of this project, HMA worked with state officials to draft a Healthy Adult Opportunity Section 1115 waiver to request an alternative Medicaid expansion authority. The waiver reflects the principles and values important to the state in taxpayer-funded assistance programs. With the assistance of HMA, Oklahoma became the first state to apply for this waiver from CMS. Like other states, Oklahoma seeks to improve the quality of its Medicaid program, increase access to affordable coverage, and make health care delivery system and payment reforms that will enhance care for Oklahomans. The initiative encompasses rural health redesign and public health improvement activities.

California Department of Health Care Services - Medication Assisted Treatment Expansion. Since 2018, HMA has been providing technical assistance to the California Department of Health Care Services (DHCS) with expansion of medication-assisted treatment (MAT), a complex, multiyear undertaking that requires project management, stakeholder engagement, coaching, strategic planning, and data management expertise, as well as clinical expertise in SUDs and opioid use disorder (OUD) treatment. We are supporting four distinct projects to assist in the state's goals of increasing access to MAT, reducing unmet treatment needs, and reducing opioid overdose deaths through prevention, treatment, and recovery services.

Colorado Office of Early Childhood Planning - Children's Trust Fund Planning. In 2017-18, HMA conducted grey literature research and key informant interviews to assess the structure, funding streams, and work of children's trust funds across the country. We prepared a brief to inform development of a legislative proposal for the Colorado School Readiness Commission, and prepared a report outlining recommendations for long-term options to expand the reach and impact of the Colorado Children's Trust Fund.

Washington Health Authority - Alternative Payment Model Methodology. The Washington Health Authority engaged HMA to develop an alternative payment model methodology for federally qualified health centers (FQHCs) in response to a bill passed by the Washington State legislature. The bill provided recommendations for a new VBP methodology that rewards innovation and outcomes instead of volume of services delivered. We developed a model that included a robust quality measurement component, as well as performance tracking on key measures, including those related to chronic disease, behavioral health, childhood immunizations, and well-child visits.

Casey Family Program (CFP) - Child Welfare Collaborative Technical Assistance. HMA is providing the Maryland Department of Human Services (DHS) with strategic support and technical assistance funded through a Child Welfare Collaborative Agreement between the CFP and Maryland DHS, with a goal of reducing the number of youths in foster care by 50 percent. Our assistance is focused on governance, infrastructure, data sharing, capacity building, resource sharing, and performance dash-boarding that will support children and families in need of a robust behavioral health continuum of care.

PROJECT AND GRANT MANAGEMENT

Project and grants management is a core competency of the firm. We ensure projects are completed on time, within budget, and with all reporting requirements met. The projects below offer examples of our experience providing project management and comprehensive grant management services.

Delaware Department of Health and Social Services, Health Care Commission - State Innovation Model (SIM) Grant Management. HMA supported 16 months of Delaware's SIM grant award. Our work included SIM grant management, behavioral health integration working with primary and behavioral health providers statewide, and design and implementation of the Healthy Neighborhoods support and

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mini-grant program. We advanced and improved a statewide population health improvement program that included developing community-driven programs to improve health in local populations, with emphases on:

- Healthy lifestyles
- Maternal and child health
- Mental health and addiction
- Chronic disease prevention and management

We assisted the Health Care Commission and the Delaware Health Innovation Network in prioritizing and strategizing appropriate priorities to align the overall health information technology (HIT) environment in Delaware with the state's large, health care transformation goals. HMA also collaborated with the state on total cost of care and provided support to a multi-payer group on payment for integration of primary care and provided individual assistance to nearly two dozen health care groups during the project period.

South Dakota Department of Social Services - Integrated Eligibility and Enrollment (E&E) System Project Management. From January 2016 through December 2018, HMA supported the State of South Dakota on a path toward replacing the legacy integrated E&E system that supports the economic assistance (EA) programs. The project included ongoing project management, liaison work with CMS, development of a request for proposal (RFP) and Implementation and Advanced Planning Document (IAPD) for system procurement and providing subject matter expertise assistance. HMA has also supported yearly Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.0) ACA security audits and served as an overall liaison with CMS. We helped the state plan for data conversion by working with EA and the South Dakota Bureau of Information Technology to document the legacy system data dictionary and location of data requiring conversion to a new system. Project outcomes included approval of federal funding for each year of planning support, release of the E&E system RFP, and ongoing ACA compliance and approval of yearly security audits from CMS.

New York, Hudson Valley Collective for Community Wellness - Support for a New York State Department of Health Community-Based Organization (CBO) Planning Grant. Since 2008, HMA has served as the consultant for the Hudson Valley's implementation of the New York State Department of Health CBO Planning Grant. Our team works to align payment reform and brings expertise in national models addressing social determinants of health (SDoH), health information technology, national and New York public policy, participatory evaluation, strategic planning, consortium building, and health care financing. HMA supports the leadership and staff in building infrastructure and establishing the structure and processes to meet the collective's goals. Our work includes:

- **Training and technical assistance around data collection, quality improvement, and value proposition:** Comprehensive CBO assessment, training, and technical assistance calibrated to directly address the needs and build the capacity of CBOs.
- **Guidance and advising:** Implementation guidance that includes facilitating the efforts of the steering committee and hubs to meet project goals and ensure sustainability.
- **Policy and advocacy support:** Facilitating engagement with preferred provider systems and state and national leaders regarding the impact of addressing SDoH.
- **Infrastructure development data collection:** Assessment, analysis, and on-site consultation to implement a data warehouse that compiles project-identified CBO standard metrics for citywide service planning and coordination, cross-sector needs mapping, and intra- and inter-organizational benchmarking and demonstration of impact.

- **Evaluation:** Includes logic model development, evaluation of the impact of the technical assistance and training, interviewing key stakeholders over time to capture process change components, and lessons learned.

HMA supported the design of a community-led governance structure, facilitated diverse cross-sector recruitment, and facilitated the development of local CBO-led hubs within targeted communities. To inform the CBO-led effort, HMA provided its CBO assessment, six-webinar training series, and 12 months of technical assistance. We supported development of an electronic platform to facilitate service mapping, cross-sector information exchange, access to online trainings and information, shared calendar for the collective planning, and electronic collaboration to inform the collective's resulting strategic plan.

The resulting CBO collective in the seven counties north of New York City is called the Hudson Valley Collective for Community Wellness, which has elected to implement the Pathways Community HUB model to organize CBO engagement for managed care organization (MCO)-financed community outreach and care coordination for targeted high-need populations.

STUDIES, ANALYSES, ASSESSMENTS, AND EVALUATIONS

In HMA's 35-year history, we have conducted scores of studies, analyses, scenarios, assessments, and evaluations, both large and small, in the areas of social determinants of health, public health policy, aging, community infrastructure to support health, primary and specialty care, chronic disease prevention, physical and behavioral health, and across multiple systems (including cities, counties, states, and health care systems) throughout the country. HMA has extensive experience in mixed-method, cross-site, and collective impact evaluation. Specifically, we have expertise in both quantitative and qualitative methods, as well as primary and secondary data analyses to help our clients answer questions to optimize program effectiveness. We have formulated complex research designs and have expertise in the development of logic models and theories of action, survey instrument design and testing, and quantitative data collection and analyses. Our experienced evaluators and health policy experts have analyzed community-wide systems, collecting data through structured interviews, surveys, focus groups, independent observation, record reviews, and site visits.

Our extensive experience in program research, planning, evaluations and studies, analyses, scenarios, and reports is demonstrated through examples of projects below. We have conducted research, evaluation, and assessments on behalf of our clients. We also have a repository of published studies conducted by our staff.

Colorado Attorney General's Office, Office of Community Engagement - Suicide Prevention Program Assessment. The Colorado attorney general engaged HMA in 2018 to identify the trends and patterns in suicidal behavior among youth in four counties. HMA conducted more than 40 key stakeholder interviews with community members from various sectors and facilitated more than 30 focus groups with adults and youth to better understand and respond to youth suicide in Colorado counties. We identified themes from interviews and focus groups and analyzed suicide prevention, intervention, and post-intervention school district policies and procedures. HMA developed a report of findings and recommendations for the Attorney General's Office designed to guide counties as they implement suicide prevention programs.

Massachusetts Health Policy Commission - Market Performance Assessment. The Massachusetts Health Policy Commission (HPC) is an independent state agency charged with monitoring health care spending growth in Massachusetts and providing data-driven policy recommendations regarding health care delivery and payment system reform. HPC began contracting with HMA in 2015 to assist with many of these responsibilities. HMA assists the HPC in analysis of the impacts of various health care market

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changes. HPC projects have included reviewing hospital and other nonprofit provider financial reports and supporting cost and market impact reviews (CMIR) of proposed merger/consolidations under HPC review. HMA's work on HPC CMIRs has included both analysis of care delivery impacts and effects of transactions on hospital financial performance. HMA also provides ad-hoc analytical support to the HPC about hospital or other provider financial conditions and other health care market changes.

Colorado Department of Health Care Policy & Financing (HCPF) - System of Care Analysis. In 2017, HMA began work to (1) conduct an analysis of the current systems of care that provide services to children and youth with IDD, and (2) develop recommendations to address the needs of youth with IDD and co-occurring behavioral health issues and/or who are involved in the child welfare system. We conducted stakeholder interviews and focus groups, analyzed findings, conducted an environmental scan, researched industry best practices, and reviewed similar analyses completed for the state. Recommendations based on the analysis included: creating a statewide coordinated approach to serve the population, implementing a statewide approach to behavioral crisis prevention and response planning, implementing lesson's learned related to a crisis response pilot program, continuing efforts to streamline programs and processes initiated by a Governor's Advisory Group, aligning current care coordination activities with national policy best practice recommendations, and modifying provider qualifications for specific services.

Colorado Office of Behavioral Health and Colorado Correctional Treatment Board - Behavioral Health Program Evaluation. HMA conducted a program evaluation of the state's jail-based behavioral health program in 2018. We used a mixed-method approach to complete a process evaluation that documented how the program was implemented across counties, and an outcomes evaluation that assessed the impact of services provided. We identified program strengths, as well as opportunities for improvement. We made recommendations to enhance measurement of client outcomes and impact to be able to more firmly demonstrate effectiveness in the future. Colorado's Office of Behavioral Health made the evaluation publicly available and re-engaged HMA to assist with the implementation of our recommendation related to improving standardization of the program across counties.

South Dakota Department of Social Services, Division of Medical Services (Medicaid) - Health Home Program Data Analytics. HMA has worked with the South Dakota Medicaid program since 2014 helping develop and implement an evaluation strategy to measure the financial impact and utilization outcomes of their health home program. On a monthly basis, the Medicaid program transfers administrative claims data, including inpatient, outpatient, dental, crossover, pharmacy, and physician claims to HMA, which is securely stored in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements. We also receive periodic enrollment, eligibility, and beneficiary core services data. HMA cleans and processes these data and conducts a trend analysis of paid claims, service utilization, eligible beneficiaries, enrollees, and utilization by claim type. On an annual basis, we estimate the differences in costs and utilization between health home enrollees and a comparison group. We produce a report of changes in overall costs and utilization, emergency department costs and utilization, inpatient hospital admissions costs and utilization, changes in pharmacy and physicians cost and utilization, and a stratification analysis of costs based on client's complexity training and coaching services.

CUSTOMIZED TRAINING AND COACHING SERVICES

HMA's technical and capacity experience has supported our work on many projects over the years that include customized training and executive management and coaching services for leadership at various state and local public agencies. We have onboarded senior leaders through our content expertise, adaptive leadership skills, and in-depth understanding of multiple stakeholder expectations around public sector work. In addition, HMA has developed curriculum and delivered customized training for

the workforce within a client agency on various health and human services content areas ranging from managed care Medicaid, third party billing practices, acute care to long-term care to child welfare, or eligibility programs or behavioral health and public health.

The projects below offer examples of our experience providing training and coaching services.

California Department of Health Care Services - Learning Collaborative to Support Medication-Assisted Treatment (MAT) in Drug Courts and Jails. Since 2018, HMA has been working in collaboration with the California Department of Health Care Services (DHCS) SUD division, facilitating a groundbreaking initiative in California. Through a learning collaborative convened by HMA, teams from 29 counties are participating in training, sharing of resources, and collaborative problem solving to expand the use of MAT in the county jails and drug courts. Since attending the first learning collaborative in August 2018, each county has made significant progress in developing local relationships, agreeing upon short- and long-term goals to expand access to MAT and beginning the process to implement their plans.

HMA has built a rich understanding of the specific communities, population needs, and change process required to achieve results and support close partnerships with the counties and jails. Between October 2018 and September 2019, 1,646 detainees were provided with MAT in the initial cohort of 19 California county jails. Of these, 634 were new inductions onto buprenorphine or naltrexone and 88 were pregnant women who received evidence-based MAT. This represents jails not able to offer MAT at the initiative's inception. The degree of change and collaboration in participating counties has exceeded expectations, and the counties speak highly of the project and its resources.

Delaware Division of Substance Abuse and Mental Health - START Learning Collaborative. The Delaware Division of Substance Abuse and Mental Health engaged HMA in 2018 and 2019 to design an inclusive, statewide learning collaborative process focused on improving systems of care, linking providers, and ensuring clients move seamlessly among providers based on need and capacity. We also provided enhanced, individualized coaching to community SUD providers and primary care practices. Coaching focused on helping providers reach specific process milestones such as implementing process improvements, developing a registry to track a variety of measures for patients with an OUD, and establishing processes to identify patients for integrated care management.

Hawaii State Department of Health - Medicaid Home and Community-Based Settings Requirements Training. The Hawaii State Department of Health engaged HMA to develop and provide the state and key stakeholders with specialized training and technical assistance related to federal Medicaid home and community-based settings (HCBS) requirements and compliance, including development of an ongoing validation monitoring process. HMA is developing initial training, train the trainer modules, and recorded webinar trainings to ensure providers and other stakeholders have a clear understanding of state expectations for HCBS settings, community integration, choice, and person centeredness.

Idaho Department of Health and Welfare - Patient-Centered Medical Home. From 2016 to 2019, HMA supported the statewide transformation of 162 primary care practices to patient-centered medical homes (PCMHs). We provided training using an in-person learning collaborative model, webinars, and on-site and telephonic coaching involving private practices, community health centers, rural health centers, and tribal clinics across Idaho. HMA focused on quality improvement and the achievement of National Committee for Quality Assurance PCMH recognition; building and supporting local collaborations and developing leadership to support providers; and assisting and training regional public health department quality improvement specialists to serve as practice coaches and facilitators to sustain the activities in the future. As a result, 90 percent of participants reported improvement on PCMH measures within their clinics.

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Los Angeles Department of Public Health (DPH) - Executive Leadership Coaching. HMA recently completed an executive leadership coaching project with four executives (leadership team) of the Los Angeles DPH. Over an eight-month period, we met with participants individually and in group settings to implement individual and group identified goals. Our approach included individual assessments utilizing a professional profile tool, identification of strengths and additional pathways to utilize strengths, identification of ineffective leadership strategies, and alternative effective leadership strategies. Additionally, we worked with the leadership team as a group, building effective team communication and management skills. All participants indicated the coaching was highly effective on an individual and group level. As a result of this work, the Los Angeles DPH has asked us to provide coaching to a team in another division.

EXPERT WITNESS SERVICES

HMA has assisted several government entities with expert witness services related to litigation, claims, and other formal cases including internal investigations of quality-related issues. Services have included subjects such as, but not limited to, child welfare correctional health, nursing home regulatory compliance, and Medicaid program policy. Our expert staff consultants have also been called upon by law firms where the state is a defendant to testify as an expert witness. In addition, we have supported various financial audit projects for our clients and are always available to respond to questions related to our work. We do not accept engagements to assist entities with litigation, claims, and other formal cases against government entities.

The projects below offer examples of our experience providing expert witness services.

Foley & Lardner LLP - Florida Medicaid Policy Expert Witness Testimony. Foley & Lardner LLP (F&L) is a law firm that represented the Florida Birth Related Neurological Injury Compensation Association (NICA) in connection with an arbitration between NICA and General Reinsurance Corporation, its reinsurer for the 1999-2003 birth years. In 2017, F&L hired HMA to provide technical assistance and expert testimony regarding Florida Medicaid policy. HMA prepared a comprehensive report on Florida Medicaid eligibility and coverage for individuals with birth-related injuries, including both state plan and home and community-based waiver services. Mr. Gary Crayton, managing principal and former Florida Medicaid director, testified on Medicaid policy in depositions and at the arbitration hearing in New York City in 2018. The Arbitration Panel issued guidance concerning medical cost coverage for children covered by NICA, including what should be covered by NICA versus accessed via Medicaid, and the re-insurer's responsibilities.

Expert Analyses and Witness Testimony - Opioid-Related Litigation. Dr. Corey Waller, a nationally-recognized expert in SUD, including OUD, and a principal at HMA, has been retained by a national law firm since July 2019 to assist the states of Ohio, South Carolina, Washington, and West Virginia in their lawsuits against pharmaceutical companies and their role in the opioid misuse epidemic. Dr. Waller is providing analyses, presenting testimony, proposing programs to abate the epidemic and their related costs, and evaluating the efficacy of these programs. Dr. Waller previously provided a report for an OUD-related case in Ohio.

Qualis - Medical Records Review. The New York Office of the Attorney General directed Qualis, the State of New York's contracted health care vendor for several jails in the state, to contract with an independent monitor; HMA was selected as the vendor. HMA conducts medical chart reviews at four New York jails assessing for compliance with the vendor's policies and procedures, accreditation standards from the National Commission on Correctional Health Care, and the vendor's contract with each county.

POLICY AND REGULATION DEVELOPMENT

Many HMA consulting staff have held executive-level positions in federal, state, and county governments and have extensive knowledge of policy and regulatory environments. They understand the workflow involved in drafting regulation from legislation and in developing policies from regulation and as stand-alone documents. We recognize that regulation and policy are critical for standardizing and building fidelity to practice in the field, as well as for reducing risk and managing the core mission of state agencies.

The projects below offer examples of our experience providing policy and regulation development support services.

Indiana Family and Social Services Administration (FSSA) - Policy, Operations and Regulation

Improvement. Since 2002, HMA has provided a range of Medicaid policy and operational support services to the FSSA, including significant work on the ground-breaking Healthy Indiana Plan (HIP), the nation's first consumer-directed program for non-disabled, low income adults. HMA has supported HIP program policy and operational developments throughout the program's 10-year history, including its recent implementation of community engagement requirements. Our role included designing key program features, drafting the Section 1115 demonstration waiver and all associated public notices, supporting HIP waiver negotiations with CMS, and drafting special terms and conditions. In addition, HMA has provided ongoing implementation support such as drafting administrative regulations, developing communications, providing ongoing policy and operational support, and developing policy and procedure manuals. A 2019 independent evaluation demonstrated high-quality outcomes, high levels of appropriate utilization, and high overall member satisfaction.

Michigan Department of Corrections (MDOC) - Third Party Reviewer for Health Care Delivery. The MDOC has engaged HMA as a third-party reviewer since 2009. In this role, we analyze and make recommendations for improving all aspects of care. This includes the staffing model, access to care, and care delivery through MDOC's contracted health services providers. These providers include physicians, psychiatry, pharmacy, and off-site network management and billing services at 32 prisons housing over 40,000 inmates. HMA provides extensive data management services and creates dashboards to support disease registries, integrated care, and off-site service claims. HMA has also researched and provided recommendations on emerging best practices in such areas as managing demand for and utilization of on-site and off-site health care services; streamlining and optimizing psychiatric services; reducing the use of restrictive housing for inmates with serious mental illness; optimizing the use of telepsychiatry; and securing Medicaid federal matching funds for inmate hospitalizations.

Colorado Department of Health Care Policy & Financing (HCPF) - Compliance with Dual Eligible Special Needs Plans (D-SNP) Federal Requirements. Colorado's HCPF department recently contracted with HMA to develop a plan for compliance with the new federal requirements for D-SNPs. We will be assisting HCPF by providing guidance and recommendations to comply with new requirements that D-SNPs notify the state Medicaid agencies they contract with (or the state's designee) when their enrollees are admitted to a hospital or skilled nursing facility. HMA SMEs will review other state's efforts to comply with these requirements, including through their D-SNP contracts; recommend a notification process for high-risk individuals that supports care coordination and information sharing; develop a process for monitoring and evaluating care transitions; and develop proposed contract language and identify cost drivers related to implementation, including HCPF's costs for additional staffing, system expenses, oversight and monitoring, and evaluation activities. This fast track project requires project completion by June 30, 2020.

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HMA staff are proficient in business process re-engineering, workflow mapping, and assessing operational effectiveness and integrity. We are skilled at evaluating and improving policy, practice, infrastructure, and human capital, and have successfully accomplished these tasks with many clients. Our operational and strategic expertise enables us to execute on operations and programming alignment and improve and sustain effective delivery systems.

The projects below offer examples of our experience providing services to support process and productivity improvements.

Florida Department of Corrections - Health Services Analysis. In 2016-2017, HMA, as a subcontracted correctional health SME, assisted with a health services analysis for the Florida Department of Corrections (DOC). We helped design the methodology, identify the data sources, develop the interview tools, and interpret the results of an analysis of DOC's insourced inmate health services. The analysis resulted in a set of recommendations for improving chronic care delivery to produce better health outcomes for inmates with complex conditions and approaches to providing more efficient and effective emergency care.

South Dakota Department of Social Services - Eligibility and Enrollment Modernization. HMA has engaged with South Dakota's DSS since March 2013 providing business process and other related services to support an array of needs. We have provided:

- Project management for ACA compliance activities
- Business process and policy and procedure updates and revisions
- Research and assessment of new federal and state policies for Medicaid and all other EA programs (SNAP, temporary assistance for needy families, childcare, and low-income energy assistance)
- Support for development of an RFP for a modern E&E system for all EA programs

Delaware Department of Health and Social Services (DHSS) - Community Response Team Implementation and Expansion. HMA is currently leading the development of local community response teams (CRTs) across the state and expanding their presence in designated high-burden areas in each county. The objective of the CRTs is to reduce overdose fatalities focusing on prevention, building resiliency, reducing stigma, and responding to opioid-related sentinel events. Specifically, HMA is working with key stakeholders to develop the processes to support CRTs in their outreach and education efforts and efficient and timely access to naloxone.

Delaware Department of Health and Social Services (DHSS) - Strategic Planning for School-Based Wellness Center Expansion. DHSS recently contracted with HMA to develop a strategic plan for its Division of Public Health (DPH) to support the development of school-based wellness centers (SBWCs) in Delaware's high-needs elementary, middle, and high schools. The strategic plan is designed to ensure the effectiveness and long-term sustainability of a SBWC expansion, including the identification of successful and replicable models from other states and feasible reimbursement models. HMA is leading an extensive stakeholder input process to inform an effective approach for Delaware. The final plan will include background, key findings, and strategic recommendations in support of the DPH vision; a timeline to achieve measurable goals and objectives, including milestones to assess progress; and projected costs to implement the strategy, along with projected cost savings that could be derived from the initiative's implementation.

Los Angeles County Worker Education and Resource Center (WERC) - Workforce Development Design. In 2017-18, HMA provided technical expertise to WERC to support the design of workforce development

programming to help job candidates with employment barriers caused by homelessness, domestic violence, and justice involvement. We helped WERC identify Los Angeles County job classifications suitable for job entry and career tracks in building trades and the health care industry, including community health workers and emergency medical technicians. As a result of HMA's analysis of hiring rules, hiring needs, and recommendations, Los Angeles County contracted with WERC in 2018 to implement the PLACE (Preparing Los Angeles for County Employment) program. Through the PLACE program, more than 100 persons were assisted and approximately 68 percent were offered Los Angeles County employment through 2019.

SYSTEMS ALIGNMENT/CONSOLIDATION

HMA brings extensive experience in achieving successful system alignment and transformation. We have helped numerous public sector clients achieve operational and structural alignment through comprehensive evaluations of operations to assess efficiency and effectiveness. Through this work we have helped with integration and interoperability of projects.

The projects below offer examples of our experience related to systems alignment and consolidation projects.

Delaware Department of Health and Social Services (DHSS) - Privacy and Data Sharing. In 2019, HMA began building an integrated confidentiality, privacy, and data sharing framework for the DHSS divisions responsible for economic assistance, health care finance, public health, aging, and persons with disabilities. DHSS goals included achieving improved self-sufficiency, integration, and interoperability while maintaining conformity to law, regulations, and division-specific policies such as need-to-know and role-based access. Over the past seven months, the HMA team has worked with a cross functional, enterprise-wide workgroup to define principles and values that would drive integrated practice across DHSS divisions and programs. Additionally, we engaged the workgroup to define a high-level operating model for integrated practice. Resources and recommendations provided by HMA will assist DHSS' implementation of integrated data sharing that is scalable across the DHSS enterprise and helps the department realize its strategic mission, vision, and goals.

Manatee County, Florida - Development of a Community-Wide Health Care Plan for Uninsured and Underinsured Residents. Manatee County engaged HMA in 2016-2017 to develop a county-based system of care for low-income, uninsured, and underinsured residents to replace the local publicly owned hospitals that had been sold. On four occasions, we helped identify and convene a planning workgroup to provide insight and guidance in an assessment of health and health care needs of the county, and ultimately, the development of the plan. This project included significant stakeholder engagement from major indigent health care providers, including the local hospitals, FQHC, community mental health center, and other clinics serving the low-income population.

A key component of the work included an environmental scan to identify and describe several national programs that aligned with the needs in Manatee County to help inform solutions to consider in the development of a system of care. The scan included successful coverage programs for the uninsured; evidence-based programs to improve appropriate utilization of hospital/emergency services; strategies to help assure appropriate utilization of specialty care; promising behavioral health interventions; strategies to expand dental capacity and access; care management interventions with returns on investment; programs to promote health and linkages with the health care system in Latino communities; efforts targeting pregnancy prevention, prenatal care, and pre-term birth; evidence-based substance use prevention; and models for integrated delivery systems. We also described organizational structures for the oversight of these types of programs, as well as HIT infrastructure for care coordination in the safety net.

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HMA drew from best practices from the environmental scan, particularly those demonstrating a return on investment. HMA developed a county-based health plan that was well received by the planning workgroup, as well as the county commissioners and administrators and was included in the county's proposed budget for 2017.

Marion County, Florida - Indigent Health Care Community Investment Analysis. In 2017-2018, the Marion County Hospital District contracted HMA to identify ways the community might better invest in the system serving the county's medically indigent population. In the context of a recent reduction in federal funding to Marion County hospitals and a decrease in the local Department of Health funding and hospital funding to support the multi-site FQHC in the county (Heart of Florida), community investment in the FQHC was a particular area of interest. HMA completed an analysis to define the medically indigent, identify the current volume and costs of health care for the medically indigent population in Marion County, describe the providers that comprise the health care safety net, summarize the investments made in the health care safety net and the outcomes of this level of investment, and identify strategies that would be more cost effective.

California Department of Health Care Services - Substance Use Disorder (SUD) Data Visualization Tool.

Since 2018, HMA has compiled county-level data and created data visualization tools for OUDs and systems of support. HMA collected data from various sources on sociodemographic characteristics, substance use, and recovery support systems in California. We blended and incorporated cross-system data into Tableau software to create maps and other dynamic visualizations. This tool helps policymakers and other decision-makers identify and leverage assistance to individuals with a SUD. The tool also monitors various indicators over time at the county level for performance tracking. Maps for the entire state, as well as for individual counties, are depicted in this tool, with filters for selection of specific indicators. Finally, a summary report can be created automatically for easy reference by selecting a specific county.

OTHER MANAGEMENT AND CONSULTING SERVICES

HMA understands the management and consulting services category includes 12 specific services. We have found that many state consulting projects require foundational knowledge and an understanding of agency data management systems. HMA has the experience and expertise to understand the intersection between program management and IT. We have the capability to provide IT planning and technical assistance services, independent verification and validation services, managed care plan IT readiness reviews, Medicaid Information Technology Architecture Assessments (MITA), and implementation of both large-scale and small-scale information systems. We often work in partnership with IT companies and states, providing program operations insight from our work across state agencies and with their stakeholders including providers and health systems, bridging the gap between technology solutions and real-world application and use. We have in-depth knowledge of CMS certification protocols and processes for Medicaid enterprise certification, advance planning document funding requests, and Medicaid managed care IT systems, including systems that support encounter processing and reporting. Our range of IT expertise spans provider-level systems and statewide systems, such as the Health Information Exchange, Medicaid Management Information System, and integrated eligibility systems.

2. PROPOSED SOLUTION

Barbara Butler-Moore, a Tallahassee-based principal and former employee of the State of Florida Agency for Health Care Administration, will serve as project coordinator for all purchase orders. Ms. Butler-Moore will be the single point of contact for the Department of Management Services. She will assemble highly qualified consulting teams specific to each RFQ, coordinate all aspects of RFQ

responses, and provide oversight of all active projects under the contract. Ms. Butler-Moore will ensure deliverables for each scope of work meet or exceed expectations. She will maintain communication with the department's contract manager and complete all administrative responsibilities as specified in Attachment C in the manner and timeframes described.

HMA PROJECT TEAMS

HMA has extensive experience providing management strategy consulting services to organizations across the health care spectrum and human services systems, including government agencies and departments, health care systems, providers, and payers. Our consultants are experts and leaders in their fields with decades of real-world experience in diverse areas of health care and human services and bring insight into and understanding of all 50 states' health policy goals. Our hiring strategy focuses on recruiting seasoned experts, often through internal referrals, enabling us to maintain a network of high-caliber consultants. This strategy ensures HMA consulting services are provided by SMEs rather than delegated to less experienced staff.

Ms. Butler-Moore will identify an HMA principal (referred to as an HMA project lead) to lead and manage each statement of work. This principal will have background and expertise specific to the statement of work and the required experience specified in Attachment C. Ms. Butler-Moore and the HMA project lead will select additional qualified SMEs from among our Florida-based consultants and those across the country.

Diverse Knowledge and Skill Sets. Our colleagues are former state Medicaid directors, secretaries of health and human services, chief medical officers, mental health commissioners, budget officers, policy advisors to governors and other elected officials, and senior officials from CMS and the Office of Management and Budget with substantial knowledge of government business practices to support the management strategy needs of customers. We have operational expertise in such areas as Medicaid managed care, human services, behavioral health, social determinants of health, long-term services and supports (LTSS), child welfare, family supports, self-sufficiency, and criminal justice, among other critical government functions. Our colleagues also include physician and other clinical leaders with national expertise in multiple areas, including community health, behavioral health, correctional health, and substance abuse, and with integrated health delivery systems, safety net providers, and academic medical centers. HMA's chief executive officer is located in our Tallahassee office, along with six colleagues who are experts in providing management consulting services for publicly funded health care and populations.

Statewide Scope. Based on the scope of the client's needs, we can provide the full range of services to address issues that have local, regional, or statewide impact drawing on our Florida-based team and other HMA SMEs around the country. HMA consultants are available with a wide range of knowledge and skills and will be identified based on client-specific requirements. We can deploy consultants throughout Florida, as needed, and also deliver services virtually as both a viable cost-effective delivery method and when needed in response to public health concerns, such as those presented by COVID-19.

Attachment 1 provides resumes for a sample of HMA consultants that reflect our team's diverse knowledge and skillset. To assist with the review process, we have included a table of contents to help reviewers locate resumes for consultants with experience relevant to each service.

a) Consulting on Management Strategy

Our method of providing strategy services for state agencies and departments typically includes:

- Understanding the overall state policy goals for supporting the health and welfare of its citizens

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- Identifying and interviewing leadership, including sister agency leadership, and understanding their various goals
- Considering the statutory and regulatory requirements that could impact the success of a client’s project
- Identifying the client’s ability to leverage industry best practices to achieve its objectives and where additional resources might be required for success
- Considering constituent feedback and implications
- Designing client programs that are aligned with state and departmental objectives, processes, and budgets
- Recommending development of programs and infrastructure that is sized for client needs
- Developing implementation strategies, workflows, and timelines
- Designing internal and external communication strategies for the effective implementation of strategies

Because we have expertise in both health care and other human services areas, our services are ideal to support not only agencies with primary responsibility for health care, but also agencies with both health care and social service/human services responsibilities.

Diverse Knowledge and Skill Sets. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, experience, and skill sets to meet state customers’ management strategy consulting needs.

b) Project Management

Designed and refined by HMA consultants who are certified as Project Management Professionals (PMPs), HMA’s approach to project management generally follows the Project Management Body of Knowledge (PMBOK), which we fine-tune to meet specific project and client needs. Our project management methodology includes the following key process steps:

 INITIATING	 PLANNING	 EXECUTING	 MONITORING AND CONTROLLING	 CLOSING
+ Project governance + Project business case + Kick-off	+ Team assignments + Work plan development + Schedule confirmation	+ Project oversight + Workplan and schedule management + Team engagement	+ Risk management + Project status and variance reporting + Project communications to stakeholders	+ Stakeholder acceptance + Leadership approval and sign-off + Close out report

Our approach includes developing project plans, meeting agendas and minutes, action items, risk and issues logs, and regular status reports for project team members and leadership. We emphasize accountability, with weekly or biweekly calls with our client, early identification of project risks and constraints, strategies for proactively countering potential obstacles, and mechanisms to identify, alleviate, and resolve issues before they become barriers to successful and timely completion of the project. We employ a variety of recognized project management tools, including Microsoft Project, Basecamp, SmartSheet, and Monday.com for engagements with detailed project management requirements. Additionally, our colleagues include those who have attained certification as a PMP through the Project Management Institute (PMI).

Our team will work continuously with the specific Florida agency (client) throughout our engagement to achieve the desired project result. We will produce complete project status reports at a mutually agreed upon frequency to ensure the client is continuously aware of the project status and any risks and/or issues preventing progress on the project. Any issues and their resolutions will be recorded in a questions/issues/decisions log that we will maintain in parallel with the project plan.

Diverse Knowledge and Skill Sets. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, experience, and skill sets, including examples of consultants who have attained certification as a PMP through the Project Management Institute (PMI).

c) Program Research, Planning, and Evaluations

HMA's approach to conducting program research, planning, and evaluation begins with the identification of a team of SMEs with content specific and program design, implementation, and evaluation expertise. The HMA project coordinator and team will collaborate with the client's executive sponsor to understand the program goals, identify measurable objectives, and develop and implement the specified tasks to facilitate process and outcome evaluations.

PROGRAM RESEARCH AND DESIGN

Successful, effective programs are founded on a clear understanding of program participants' need and an understanding of best practices in addressing those needs. To assess the need for any program, HMA SMEs use a mixed-methods approach that can include literature reviews of professional peer reviewed publications, governmental material, and grey literature; reviews of existing community needs assessments conducted by local agencies or businesses; and interviews with key stakeholders including program implementers and participants and agency executives. To develop a robust understanding of community need, HMA uses a proprietary data tool to conduct analyses of publicly available data from sources such as the U.S. Census Bureau and extrapolate data to drill down on small units of geography. We can also conduct analyses of other non-public data sources supplied by the client using statistical software tools such as SEQUEL, SAS, or SPSS. Additionally, our SMEs in geospatial mapping bring great value to program planning efforts by using geospatial software such as Arc.GIS or Tableau to identify geographic variations in demographic, health, non-clinical needs, and other indicators that can inform decision-making around identifying key target populations or areas for any specific program implementation.

To be resourceful in planning programs, we are careful to research best practices to identify existing programs that have been proven effective that the state can adopt or adapt. This activity can not only reduce program design costs but can also inform implementation and evaluation.

HMA approaches program planning holistically, with a clear understanding of the importance of designing programs with goals and measurable objectives that facilitate process and outcome evaluations throughout program implementation. We do this to ensure that course corrections to any program can be made at any phase and at any time. We help our clients develop logic models and objectives with "SMART" criteria (Specific, Measurable, Achievable, Realistic, and Time-related) to ensure program goals are linked to concrete activities and that progress can be measured and assessed over the entire life span of the program.

PROGRAM IMPLEMENTATION

HMA ensures successful program implementation by developing detailed work plans that outline step-by-step activities and processes that identify and incorporate dependencies (i.e., what comes before what), timing, staffing, and staffing needs. Our work plans tie directly to program goals and objectives so that

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every activity articulated is clearly contributory to the priority goal or goals of the program. We use project management methods and techniques to develop work plans and leverage electronic support software such as Microsoft SharePoint, Teams, or Project Manager. HMA can create program dashboards to make work plans and other tools such as Responsible, Accountable, Consulted, and Informed (RACI) charts available to program implementers. These methods ensure implementation progress and impact can be tracked by all staff and challenges can be noted and addressed in a timely manner.

Our goal in program implementation is to provide staff with the tools they need to ensure effective, quality, and sustained program implementation. We know that trained program implementers are key to successful program implementation. To facilitate thorough training responsive to program needs, we can develop training protocols, manuals, and other material, as well as conduct in-person or online training of program implementation staff. Additionally, as part of program implementation, HMA is adept at conducting process, or micro-level, evaluations during program implementation to ensure program fidelity. Our SMEs can conduct rapid cycle process evaluation and use techniques such as the Plan, Do, Study, Act (PDSA) to help our clients keep the programs running as they should throughout the program duration.

Finally, we can help our clients develop data collection systems so that the data necessary to evaluate the impact of the program is reliably captured and saved for evaluation purposes. HMA staff are certified in HIPAA/Health Information Technology for Economic and Clinical Health (HITECH) Act processes and can ensure protocols are established to protect personal health information of program participants as needed.

PROGRAM EVALUATION

HMA considers the translation of evaluation results (reporting, communicating, and discussing results) to be one of the most crucial evaluation components. Before any data are gathered, we engage with our client in discussion on who will use the evaluation results and how they will use them. At the outset, we facilitate discussions to understand the additional data needed to tell a complete story, and throughout the evaluation process engage key groups and individuals to ensure we understand the needs of those using the evaluation results.

HMA has extensive experience in mixed-method, cross-site, and collective impact evaluation and has expertise in both quantitative and qualitative methods and analyses to help our clients answer questions to strengthen their programs. We formulate complex research designs that include the development of logic models and theories of action, survey instrument design and testing, and qualitative data collection and analyses. HMA approaches evaluations by working closely with clients to develop outcome and impact measures that are meaningful and actionable. The design phase of evaluation includes researching and using extant resources, such as tools and findings, to develop instruments to measure fidelity to the model and compare results to previous implementation findings.

Process, or micro-level, evaluations—those that evaluate the components and activities of a program—are just as important to evaluation as the larger initiative. Our team can design and implement these micro-level evaluations to understand how implementation activities effect a program and help refine implementation and operations while the program is running. We also understand how program components and activity evaluations measure the short-term outcomes of a program. We can evaluate the effectiveness of program services to understand which are best at meeting the needs of clients and contribute to the overall effectiveness of a program.

To assess programmatic impact and overall outcomes, HMA assesses data and trends and compares final outcomes to an established baseline, target, or benchmark. We triangulate data collected via

various processes and analyze, synthesize, and summarize findings in easy to understand language. We can deliver findings in various formats, (e.g., infographics, formal reports, and policy briefs), ensuring the evaluation results are digestible and informative for program implementers, agency executives, and other key stakeholders, including the public. We make actionable recommendations for program and initiative improvement and can make use of dashboards and other graphic representations of complex data and concepts, including geographic information system mapping techniques. HMA colleagues provide strong leadership and support to clients in developing key measures, collecting data, and understanding how to use the results so they may learn more about their impact and ways to use the information to powerfully make program and strategy improvements.

Diverse Knowledge and Skill Sets. HMA consultants bring subject matter knowledge and specific skill sets relevant to research, planning, and evaluation, and include:

- Experienced evaluators with expertise conducting large-scale, complex evaluations including cross-site, mixed-method, multi-level, collective impact evaluations
- Experts in public health, health policy, health systems, complex systems, behavior change, communications, and social science
- Experts in public health, including emergency response and communications
- Statisticians with quantitative and qualitative analytic expertise
- Experts in survey design and implementation

We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, experience, and skill sets, including consultants experienced in providing program research, planning and evaluations.

d) Studies, Analyses, Scenarios, and Reports

HMA's approach to conducting studies, analyses, scenarios, and reports has been developed through experience conducting these activities for state governments and other public and private sector clients. We gather experts, work with the client to understand their needs, conduct data gathering and analysis, maintain strong client communication and engagement, develop scenarios and reports based on data-driven and policy-informed findings, and finalize the work with the input and participation of the client.

Ensure Communication and Engagement. Strong communication with clients is a hallmark of our work. We work closely with each client to fully understand the organization's mission and goals, specific policy and program considerations, and any constraints. We ensure client engagement to finalize a project plan, confirm planned action steps, share progress updates, and collect input on draft findings and materials. Where possible, we utilize an iterative methodology designed to present multiple options for analysis and use client feedback to go deeper on a smaller set of concepts. In assisting Oklahoma in its effort to redesign its Medicaid program in order to achieve better health outcomes, HMA developed scenarios designed to help leadership assess the options and their impacts. This allowed the state to narrow options as we worked with them to further develop and analyze potential program changes in the state context.

Employ Mixed-Methods. We use quantitative data analysis, qualitative methods such as key informant interviews and document review, and program development expertise to collect information relevant to the project. Our collaborative teams assess the collected data and develop findings informed by our experience as state program administrators, managed care executives, health systems leaders and elsewhere. We will present findings in easy to absorb forms that utilize data visualization and clear wording, refining and finalizing findings and recommendations with input from the client to ensure the work is actionable and meaningful. Through research and analysis, we define and articulate relevant

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population and program needs, as well as the capabilities of the state, health system, and community. We help the client set priorities, as well as develop and implement a plan for action.

Diverse Knowledge and Skill Sets. HMA draws upon a strong team of experienced staff with a range of qualitative and quantitative data collection and analysis, stakeholder engagement, scenario development, strategic analysis and planning, and written and verbal communication skills. Our team includes PhD level researchers, data analysts, and statisticians who bring a solid foundation of research methods. **Attachment 1** provides resumes for a sample of HMA consultants experienced in providing studies, analyses, scenarios, and reports.

e) Executive/Management Coaching Services

Similar to our approach for all services, we begin by identifying the client's goals and objectives for coaching services. As the success of coaching services is highly dependent on the effort of both the client and the coach, we develop a clear and formal agreement of what is expected and needed from each participant. A willingness to try new approaches and share strengths and weaknesses, is also critical to meeting desired outcomes.

Type of Relationship. We identify the roles and responsibilities of each participant. We identify the skills, experiences, and guidance that our coach will bring to the relationship and identify the attributes necessary of participants. Coachable attributes include:

- An intent and desire for change, readiness to work, and capacity to receive feedback
- Willingness to try new ways of learning, be truthful, keep commitments, and inform the coach immediately when things are not working
- Willingness to explore, challenge and change thoughts, feelings, and actions that are self-defeating

Confidentiality. We obtain consensus about the limits of confidentiality. Typically, communications between the coach and each participant are confidential. However, engagements inclusive of multiple participants (executive management teams) may have team coaching sessions. In these instances, the team will work together to develop and agree to the rules related to confidentiality at the onset.

Commitment and Communication. We develop a schedule based on participants ultimate goals and objectives. Sessions are typically every two weeks for 90 minutes and may include exercises, role playing, and homework.

Diverse Knowledge and Skill Sets. HMA's colleagues who provide coaching services to clients in executive management positions include PhD level coaches, physicians, or former executive managers (chief executive officers and chief operating officers). HMA coaching services include coaching for leadership teams, as well as executive managers serving in interim and newly appointed positions. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, experience, and skill sets, including consultants experienced in providing executive management and coaching services.

f) Customized Training

HMA's approach to developing and delivering customized training has been developed and refined through our extensive experience in developing and conducting trainings for state governments and other public and private sector clients. Our Florida-based project coordinator will identify and bring together HMA consultants skilled in curriculum design and SMEs in the content area(s) specified in the scope of work. They will collaborate with the client's executive sponsor to develop customized trainings in accordance with the client's goals.

Design. In collaboration with the respective state agency client, HMA will identify goals for the customized training and draft measurable learning objectives—what participants need to know and be able to do to—as a result of the training. Our program designers will work with the state to determine the best way(s) to deliver the training-based goals, learning objectives, the number and diversity of target participants, their geographic spread, and other factors.

Recognizing challenges to scheduling group training, HMA can develop on-demand training that includes recordings of virtual instructor-led training and eLearning, which utilizes a learning management system to provide learners with easy access to best-in-class training content.

Build. Depending on the needs of the client, HMA’s curriculum designers and SMEs will build curriculum for one or more delivery options. Our trainings balance expert presentations, panel discussions, and participatory and peer learning to the extent possible. The diverse knowledge and skillsets of our SMEs across the country allow us to develop curricula for a broad variety of state training needs ranging from trauma-informed care for individuals working in the child welfare system to training for nursing home leaders in protecting staff and residents from COVID-19.

HMA consultants do several practice runs to perfect trainings and conduct testing with our on-demand learning modules to ensure an exceptional user experience. We seek review and feedback from our client, incorporating feedback into our trainings and learning modules prior to delivery.

Deliver. HMA is equipped to set up, present, and facilitate live and virtual training events including all preparation and logistics this entails. Delivery options may include instructor-led training, live and in-person, by HMA and other identified SMEs, or virtual instructor-led training. Virtual training has become the norm due to the COVID-19 pandemic. HMA has extensive experience using virtual technology platforms for customized training. We use several popular platforms, including Zoom, and we orient participants to features that engage them and promote peer learning. We often use polling at the beginning of the session to better target training to the needs and interests of the group, and utilize breakout rooms, impromptu networking, chats, and brainstorming to further engage participants.

Evaluate. A crucial component of training is evaluation. To guide the development of our evaluation tools, HMA uses the Kirkpatrick Model, which is among the most widely recognized models for analyzing and evaluating results of training and education programs. We will adapt the model to focus more on process to use in a one-time training or utilize the model in full if there are ongoing training and follow-up with participants. The model includes four evaluation domains that include participant reaction to the training, learning acquisition, application of learning, and results.

Diverse Knowledge and Skill Sets. HMA colleagues conduct a broad range of customized training related to a variety of topics. HMA SME’s have expertise in subject areas such as trauma-informed care, cultural competency, health equities and disparities, value-based payments, SUDs, and care management. For instance, in 2020 we have already facilitated 38 webinars for clients and the public (through our public website) with over 7,800 participants primarily related to the impacts and implications of the COVID-19 pandemic. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, experience, and skill sets, including those related to customized training services.

g) Policy and Regulation Development

HMA’s approach to policy and regulation development starts with our consulting staff’s extensive knowledge and experience of the workflow involved with drafting regulations from legislation and developing policies from regulation and as stand-alone documents. We recognize how critical regulation and policy are in standardizing and building fidelity to practice in the field, reducing risk, and managing the core mission of the department.

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When developing regulations from legislation, the HMA project team will leverage HMA consultants' previous experience within multiple Florida state agencies and best practices knowledge gleaned from our in-depth policy and regulatory work in other states. We will also work closely with pertinent state agency leadership and engage in conversation with the appropriate agency staff at the outset of any regulatory language development project to ensure alignment with the agency's strategic direction, capacity, and budget, as well as legislative intent. We will confirm workflow protocol, processes, and timelines at the outset to ensure the development of regulations exceeds expectations and is completed on time. We will draw on our first-hand understanding of the wide ranging impact of developing policies and regulations from our work with state agencies and their customers, including MCOs, CBOs, providers that deliver services through contracts with states and state agencies and consumers. We can develop policies that meet state agency needs and can be operationalized, monitored, and evaluated throughout implementation. HMA also provides, as appropriate, policy guidance, operational support, program feature design, policy communication, and best practices input across multiple health and human services program areas.

HMA also provides, as appropriate, policy guidance, operational support, program feature design, policy communication, and best practices input across multiple health and human services program areas.

Diverse Knowledge and Skill Sets. HMA consultants bring decades of government-based senior and mid-level work experience within multiple Florida state agencies, as well as in-depth policy and regulatory work experience in other states. Our consultants have regulatory experience, state agency leadership, subject matter expertise across all programmatic areas contemplated by this RFP, research and policy development and advisory experience, and operational experience at various levels.

Attachment 1 provides resumes for a sample of HMA consultants experienced in providing policy and regulation development services.

h) Process and Productivity Improvement

HMA consultants use our collective experience gained from managing Medicaid, child welfare, corrections, and other governmental programs across the state and the country to more quickly assess the administrative and program options that may offer the greatest reward for Florida's state agencies in operational cost effectiveness and productivity.

We work closely with governmental leaders who seek efficiencies and output through business process improvement by:

- Defining the process improvement opportunity, organizational goals, and strategic priorities
- Performing a comprehensive assessment of the organization's current state by compiling and reviewing agency-specific documents relevant to the part of the enterprise under review, and facilitating functional area focus groups with the agency's in-house experts
- Developing new process improvement options and tools, and change management strategies with timetables for implementation and to achieve results
- Mapping and forecasting the operational, personnel, regulatory or legal, and fiscal impact of the proposed process improvements
- Conferring with governmental leaders to prioritize business tasks and proposed process improvements, implement process improvement options, and evaluate business process improvements

We recognize the unique complexities of each state agency's process improvement needs and customize the HMA project team with that in mind. Business process assessments can sow discomfort and uncertainty among staff members who are the best SMEs on the workings of a governmental enterprise. HMA builds trust by staging complex engagements with qualified, seasoned consultants, up-

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to-date workplans, clear and timely communications, interview guides, and other tools to build a rapport with leaders and line staff, and to discover and distill the most useful information to inform incremental, measurable, and productive changes to business functions.

Throughout the project lifecycle, HMA's team will be available to meet with state officials to monitor the design and implementation of changes to business processes in a manner that meets or exceeds the state's expectations.

Diverse Knowledge and Skill Sets. As described previously, HMA consultants bring decades of government-based senior and mid-level work experience to federal, state, and county government officials that translates into practical, effective solutions. Our team is intimately familiar with Florida state agency requirements, essential to successfully guide the design and execution of any process improvement initiative. **Attachment 1** provides resumes for a sample of HMA consultants, which reflect our diverse knowledge and skill sets that support our ability to achieve business process improvements.

i) Expert Witness Services

HMA has assisted several government entities with expert witness services related to litigation, claims, and other formal cases, including internal investigations of quality-related issues, in such areas as child welfare, behavioral health services delivered in correctional settings, nursing home regulatory compliance, and Medicaid program policy. We have also served as expert witnesses in recent litigation around opioids and prescription drug abuse.

HMA does not accept engagements to assist entities with litigation, claims, and other formal cases against government entities. We understand that with any disputes, it will be important to identify, on a confidential basis, whether HMA has any conflicts with the opposing parties to the dispute. HMA maintains detailed records of all engagements, from the beginning of the firm's history (going back to 1985) and follows strict conflict of interest protocols. HMA will be able to identify whether there is a conflict within 24 hours of a request. All information will be confidential. If no conflict of interest is identified, we will identify the most qualified HMA consultants relevant to the area of focus.

Review for Substantive Expertise Relevant to the Dispute in Question. Once we identify HMA consultants with relevant expertise, we complete a second-level review with the client to make sure the HMA consultant has the specific and precise expertise and experience in the substantive areas relevant to the conflict or dispute. This second-level review will be limited in scope to a review of documents and client interviews.

All information learned will remain confidential. If both HMA and the client determine there is a good fit, we develop a scope of engagement. Typical activities for expert witnesses or consultants assisting with an agency's internal investigation include:

- Conduct a national scan of related best practices in the area of dispute or investigation
- Interviewing key informants identified by the State and its defense attorneys or state agency staff (depending on the type of activity)
- Generating draft and final reports of findings
- Making recommendations for ways to address areas of dispute, identified weakness, and other areas as relevant to the case or investigation

In all engagements, we work closely with the client to craft an agreement that supports the client's desired outcomes.

Diverse Knowledge and Skill Sets. HMA offers both a Florida-based team and access to over 200 additional subject matter expert consultants with diverse backgrounds and skill sets, many who are

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nationally recognized authorities in their area of specialization. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of qualifications, including those with experience serving as expert witnesses or leading internal investigations.

j) Advisory and Assistance Services

HMA will provide advisory and technical assistance supports related to mission-driven business process initiatives and programs to meet the various needs of customers. Our principal consultants and senior consultants have substantial experience developing, implementing, and evaluating solutions that are uniquely responsive to the public health care and human services sectors. Our colleagues are supported in their work by junior consultants and research assistants with similar talent and experience, which enables HMA to respond to any Florida agency's health care needs efficiently and with flexible capacity.

HMA will advise customers and provide technical assistance in alignment with an agency's strategic priorities. Examples of our advisory and assistance services include:

- Planning and managing projects of all sizes and complexity
- Performing capability gap assessments
- Developing project plans and budgets
- Supporting solution procurement, including solicitation development and facilitation, proposal evaluation and contract negotiation support
- Reviewing compliance as relevant to the specific scope of the project
- Assessing project readiness, including as part of large and complex project implementations
- Evaluating and helping reengineer organizations

We excel at multi-agency coordination and will ensure our solutions are responsive to customers' goals and priorities when a multi-agency project is specified. Our advisory and assistance services will be coordinated by an HMA colleague based in Florida and supported by HMA's numerous SMEs and project managers as required.

Diverse Knowledge and Skill Sets. HMA's team of consultants have backgrounds and expertise in the programs and populations served by Florida's state agencies, and direct experience providing advisory and technical assistance to agencies in most states in the country in areas such as Medicare, Medicaid, managed care, alternative payment models, physical health, behavioral health, substance abuse, criminal justice, long-term services and supports, social services including child welfare, and social determinants of health. With over 210 consulting colleagues in 16 states, in addition to Florida, to draw upon and provide consulting on management strategy services, we have ample capacity to assist customers. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of knowledge and qualifications, including those who provide advisory and assistance services.

k) Systems Alignment and Consolidation

HMA embraces a change management philosophy reflecting and mitigating the discomfort that functional realignment or consolidation can bring to employees and other stakeholders. Our process is designed to incorporate diverse viewpoints and position the project for success by building buy-in at all levels through involvement. Our team will include consultants who have functioned in roles similar to those of the teams undergoing change. We will be able to effectively emphasize the impact on end users and day-to-day operations. Depending on the specific situation, HMA is likely to perform some or all of the following activities:

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- Clarify potential organizational goals for service alignment and strategic priorities
- Perform a comprehensive assessment and mapping of current processes and systems through document review and obtaining stakeholder input through interviews, functional area focus groups, and, if relevant, input from external stakeholders such as consumers
- Identify reconfiguration or consolidation opportunities to meet project goals and address opportunities and challenges identified, in consultation with departmental leadership
- Conduct design sessions to explore reconfiguration or consolidation opportunities focusing on the relative degrees to which potential options meet project and organizational objectives
- Identify key operational activities required for implementation that may include:
 - Personnel: recruitment, reorganization, workflow redesign, training, policies and operating procedures
 - Regulatory: required approvals, potential regulatory changes
 - Information systems: reconfiguration, implementation, data management, user interface reconfiguration, reporting design and testing
 - Financial: short- and long-term capital and other financial investment required, overall ongoing budgetary impact, return on investment
 - Communications: internal change management, external filings, external communication to consumers, vendors, and others
- Work with the state's teams to map, reconfigure, and document realigned or consolidated process flows as a basis for designing employee training
- Develop an implementation plan for key activities and a framework to measure successful implementation and evaluate ongoing results, including a timetable with key milestones and responsibilities, scenario planning, project evaluation methodology and timing, and ongoing operational metrics

Typically, systems alignment and consolidation projects result in the implementation of complex change requiring robust project management and monitoring tools. We will work with the state's teams during the assessment and as we develop the implementation plan to create project management and monitoring tools and other artifacts in useful and compliant formats.

Diverse Knowledge and Skill Sets. HMA wields a powerful team whose experience at all levels of government provides a meaningful framework for our consulting approach. Having worked with counties, states, and the federal government, our team understands the opportunities—and challenges—of aligning and consolidating processes and systems to improve effectiveness. Because our team has played leadership roles throughout a variety of governmental agencies, we are able to effectively identify opportunities and bring ideas we have seen work successfully in other situations. We will combine experts in governmental operations, Florida-specific systems, data management, and information systems design, depending on the needs of the situation, to successfully support systems alignment and consolidation projects. We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of skill sets and qualifications, including those who provide systems alignment and consolidation services to an array of clients.

I) Comprehensive Grants Management

HMA has supported many clients, including the State of Florida, in the management of various federal and state grants, such as those from the Substance Abuse and Mental Health Services Administration. As part of our grants management approach, we develop a grants management team and grant management methodology designed to help clients achieve their goals for a variety of types of grants. Our skilled professionals are knowledgeable of Florida and its operations and representative of the multiple stakeholders and work streams reflected through the grant. For instance, to manage the Stafford Disaster

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Relief and Emergency Assistance Act, HMA's team would include at least one Florida-based SME, a colleague who has expertise implementing and managing FEMA grants, and additional SMEs to support the fiscal management, stakeholder engagement, and reporting requirements as needed.

Whenever a grant opportunity emerges, HMA leverages both our breadth and depth of expertise in a particular market and with particular subject matter. For each opportunity, we first identify the subject matter and geographic expertise necessary to write a winning proposal. We then leverage the diverse skillsets of our consulting colleagues to create a team with the specific knowledge applicable to the grant, including the funder, applicant, geography, subject matter, target population, and program model. Once we identify appropriate team members, HMA develops a grant application summary and an application guide, both of which are essential to ensuring a smooth, efficient, and winning grant proposal development process. The grant application summary captures the most critical elements of the opportunity and highlights any requirements, including programmatic, technical, and financial requirements, that must be met. We research relevant regulations (which are often cited in the grant solicitation documents and become application requirements), billing schedules, provider manuals, and other relevant information sources, thus ensuring the program model we design with the client adheres to all relevant rules and requirements.

Grants management typically involves outreach, engagement, and coordination with numerous stakeholders and requires accurate tracking and management of project funds using a fully transparent process to ensure accountability to both state and federal partners, as well as to other direct project stakeholders and, ultimately, to taxpayers.

Diverse Knowledge and Skill Sets. HMA recognizes the complexity and comprehensiveness of state/federal grant work often requires specialized expertise and input. One of our core strengths is being able to provide clients with access to our highly experienced SMEs from around the country. As part of this engagement, HMA will make these SMEs available to Florida, as needed, to support specific scopes of work or specialized topic areas. Our experience includes:

- Completing more than 70 grant writing engagements in the past five years, including repeat engagements with 13 clients
- Securing a combined total of grants in excess of \$220 million for our clients from federal, state, county, municipal, and private funders
- Successfully completing federal grant applications funded by the Health Resources and Services Administration, Substance Abuse and Mental Health Services Administration, Center for Medicare & Medicaid Innovation, National Institutes of Health, and the Department of Justice

We have included resumes in **Attachment 1** for a sample of HMA consultants with a wide range of skill sets and qualifications, including those who have previously provided grant management services.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Health Management Associates, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Health Management Associates, Inc.		
FEIN:	38-2599727	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.healthmanagement.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:				
Email:	proposals@healthmanagement.com			
Phone:	517-482-9236	ext.		
Address:	120 N. Washington Square, Suite 705			
City:	Lansing			
State:	MI			
ZIP:	48933	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Jeffrey DeVries, Contracts Director			
Email:	contracts@healthmanagement.com			
Phone:	517-482-9236	ext.		
Address:	120 N. Washington Square, Suite 705			
City:	Lansing			
State:	MI			
ZIP:	48933	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Health Management Associates, Inc. (HMA) is a leading independent national research and consulting firm in the health care and human services industry with 35 years of management and consulting experience.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: HEALTH MANAGEMENT ASSOCIATES, INC.

Respondent Federal Employer Identification Number (FEIN #): 38-2599727

Authorized Signature:  _____

Print Name: Kelly Johnson _____

Title: Vice President _____

Date: 6/8/2020 _____

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise	Yes _____	No _____
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W-9 verification:	Yes _____	No _____
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In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
