INVITATION TO NEGOTIATE NO. 16-0001

MEDICAL AND PRESCRIPTION BENEFITS PROGRAM

Listed below are important events and the corresponding dates and times relevant to this solicitation (which is referred to in this document as the "ITN" or "ITN No. 16-0001"). These timeframes are subject to change at Citizens' sole discretion. It is Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
DATE	TIME	ACTIONS
February 2, 2016		ITN Released
February 12, 2016	10:30 AM ET	Pre-Response Conference (Optional Vendor Attendance)
February 17, 2016	5:00 PM ET	Vendor Questions Due
February 17, 2016	5:00 PM ET	Vendor Deadline to submit Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement
March 1, 2016	5:00 PM ET	Answers Posted
March 11, 2016	2:00 PM ET	Vendor Responses Due
March 14, 2016 - March 17, 2016		Initial Responsiveness Review Period
March 18, 2016 - April 7, 2016		Phase 1: Evaluation of Responses
April 12, 2016	10:30 AM ET	Evaluation Committee Public Meeting to advance Vendor(s) to Negotiations
April 13, 2016 - May 30, 2016		Phase 2: Negotiations
May 31, 2016	10:30 AM ET	Negotiation Committee Public Meeting to Make a Recommendation for Award

Refer ALL Inquiries to:

Michael Talbot, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8310
E-Mail: citizens.purchasing@citizensfla.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 627.351 (6) (e), F.S., CONSTITUTES A WAIVER OF PROCEEDINGS.

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4.11 Acceptance of Terms
4.12 Verbal Instructions
4.13 Negotiation Subsequent to Termination for Cause
4.14 Demonstration of Capabilities
4.15 Consideration of Terms and Conditions

ATTACHMENTS AND APPENDICES:

Below is a list of Attachments and Appendices pertaining to this ITN. It is Vendor's responsibility to review and submit all requested forms and information with its Response. Attachments are completed by Vendor and submitted as part of its Response. Appendices are provided as reference material and do not need be submitted as part of Vendor's Response.

Attachment A – Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement
Attachment B – Vendor Contact Information Form
Attachment C – Vendor Conflict of Interest Disclosure Form
Attachment D – Responsible Vendor Review Form
Attachment E – Financial Review Form
Attachment F – Minimum Requirements Acknowledgement
Attachment G – Questionnaire and Requested Information
Attachment H – Network Access
Attachment I – Fees and Network Discounts
Attachment J – Business/Corporate References Form
Attachment K – Corporate Background Form
Attachment L – Performance Guarantees
Attachment M – Standard Terms and Conditions for Medical and Prescription Benefits Program

Appendix 1 – 2016 Plan Summary
Appendix 2 – BCBS BlueChoice (PPO) Certificate of Coverage
Appendix 3 – BCBS BlueCare (HMO) Certificate of Coverage
Appendix 4 – Eligibility File Layout and Schedule
Appendix 5 – SBC for BlueChoice PPO Plan
Appendix 6 – SBC for BlueCare HMO Plan
Appendix 7 – Vendor Performance Management Quality Scorecard
Appendix 8 – Employee Census

INITIAL RESPONSIVENESS CHECKLIST

MANDATORY SUBMISSION REQUIREMENTS		
This Initial Responsiveness Checklist identifies the mandatory submission requirements that must be included in Vendor's initial Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term "**shall submit**." Failure to provide a mandatory submission requirement may result in disqualification of Vendor (as non-responsive). This checklist is for guidance only and may not include all mandatory submission requirements. Vendors are responsible for reading and complying with the solicitation in its entirety.		
	REQUIREMENT	**SECTION(S)**
☐	**Attachment A** – Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement	Section 1.9
☐	**Timely Response:** Responses submitted according to the due date/time provided in the Calendar of Events	Page 1
☐	One original compact disc (CD) of the Response, containing:	Section 3.5
☐	**Attachment B** – Vendor Contact Information Form	Section 3.6, Folder 1
☐	**Attachment C** – Vendor Conflict of Interest Disclosure Form	
☐	**Attachment D** – Responsible Vendor Review Form	
☐	**Attachment E** – Financial Review Form	
☐	Financial Review documents Required by Attachment E	
☐	**Attachment F** – Minimum Requirements Acknowledgement	
☐	**Attachment G** – Questionnaire and Requested Information	Section 3.6, Folder 2
☐	**Attachment H** – Network Access	

ADDITIONAL SUBMISSION DOCUMENTS		
Provided below is a checklist of **non-mandatory** documents that also relate to this solicitation.		
	ITEM	**SECTION(S)**
☐	**Attachment I** – Fees and Network Discounts	Section 3.6, Folder 3
☐	**Attachment J** – Business/Corporate References Form	Section 3.6, Folder 4
☐	**Attachment K** – Corporate Background Form	
☐	**Attachment L** – Performance Guarantees	
☐	**Attachment M** – Standard Terms and Conditions for Medical and Prescription Benefits Program	

SECTION 1
INTRODUCTION

1.1 **OVERVIEW:** Citizens Property Insurance Corporation ("Citizens") invites interested Vendors to submit replies to this ITN. Citizens seeks a third-party administrator to provide all administrative services needed for a self-funded PPO medical plan, a self-funded HMO medical plan, and a self-funded prescription benefit program to be offered to Citizens' employees, effective January 1, 2017.

The Services must include a high-quality medical and prescription benefit program consistent with current benefits, while effectively managing costs on a self-funded basis. **It is Citizens' preference to maintain consistency with the existing plan design on a self-funded basis.** Citizens currently offers employees two fully insured options (BlueCare HMO and BlueChoice PPO) with Blue Cross Blue Shield that includes statewide coverage for its Tallahassee, Jacksonville, Tampa, and field operations staff living throughout Florida. Stop loss insurance coverage for the self-funded program will be procured separately and is not part of this ITN.

Citizens also offers an insured HMO plan in Tallahassee through Capital Health Plan (CHP), which will remain in place and is not part of this ITN. Members currently enrolled through CHP may choose to opt-out of the CHP HMO plan and move to the self-funded PPO medical plan.

Although actual employee participation will be determined during the open enrollment period for the 2017 calendar year, and any participants in CHP will not be covered under the Services (unless CHP participants opt-out for the self-funded PPO medical plan), Responses to this ITN should be based on the data provided in this ITN and include the entire Citizens population, as described in Appendix 8. More information regarding Citizens' current plans is available in Section 2 and Appendix 1.

1.2 **CONTRACT TERM:** The contract resulting from this solicitation ("Contract") is anticipated to have an initial term of three (3)-years. Citizens will have the option to renew the Contract for up to three (3) additional one (1)-year terms.

1.3 **GOAL OF THE ITN AND QUESTIONS BEING EXPLORED:** The goal of this ITN is for Citizens to use the information gathered throughout this ITN process to secure the best overall value in the administration of its self-funded medical and prescription benefit program.

Vendors may use the following questions as a guide in responding to the ITN:

(a) Does the Response best meet the current and future needs of Citizens while maintaining consistency with the existing plan design?

(b) How can Vendor reduce any of Citizens' operational, financial or legal risks associated with the Services?

(c) How can Citizens obtain the best pricing available from Vendor and ensure that the pricing remains competitive throughout the term of the Contract?

(d) What performance metrics or standards are reasonable to ensure greater Vendor accountability?

(e) How can Citizens achieve greater transparency around the cost of healthcare, such as the pricing of drugs and the cost of care?

(f) How can Citizens ensure that confidential information will be maintained by Vendor in a safe and secure manner?

(g) What ancillary services and solutions can Vendor offer to support the goal of the ITN?

1.4 **DIVERSITY:** Florida is a state rich in its diversity, and is dedicated to fostering the continued development and economic growth of small, minority-owned, woman-owned and service-disabled-veteran-owned business enterprises in the State of Florida. Having a diverse group of vendors doing business with Citizens is central to our effort. To this end, it is vital that small, minority-owned, woman-owned and service-disabled-veteran-owned business enterprises participate in Citizens' procurement process as both prime contractors and subcontractors under prime contracts. Small, minority-owned, woman-owned and service-disabled-veteran-owned businesses are strongly encouraged to submit responses to this ITN.

1.5 **CITIZENS' BACKGROUND:** Citizens was created by the Florida Legislature in August 2002 as a not-for-profit, tax-exempt, government entity. Its mission is to efficiently provide property insurance protection in Florida to those who are, in good faith, entitled to obtain coverage through the private market but are unable to do so, while also providing levels of customer service that are comparable to the standards of the private market. Additional information about Citizens is available at Citizens' website: https://www.citizensfla.com.

As a governmental entity of the State of Florida, Citizens is exempt from the rules of the Employee Retirement Income Security Act of 1974 (ERISA). A government plan is defined under statute as "a plan established or maintained for its employees by the Government of the United States, by the government of any State or political subdivision thereof, or by any agency or instrumentality any of the foregoing" 29 U.S.C. § 1002(32).

1.6 **TAXES:** Citizens is a State of Florida legislatively created governmental entity which does not pay Federal excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employees' wages.

1.7 **NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the ITN and the end of the 72-hour period (excluding Saturdays, Sundays, and state holidays) following Citizens posting the notice of intended award, any employee or officer of the executive or legislative branch of the State of Florida concerning any aspect of this ITN, except in writing to the Procurement Officer or as explicitly provided in this ITN. Violation of this provision may be grounds for rejecting a Response. The foregoing prohibition against contact includes contacting any Citizens' employee (other than the Procurement Officer), members of the Board of Governors of Citizens, or any Vendor or agent acting on Citizens' behalf with regards to the ITN.

1.8 **PUBLIC MEETINGS:** Public meetings related to this ITN will be held on the dates and times indicated in the Calendar of Events on page one of this document. The details related to accessing each meeting are described below. Vendors may, but are not required to, attend. Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five (5) business hours prior to the public meeting. Citizens hours of operation are Monday – Friday, 8:00 a.m. – 5:00 p.m. E.S.T excluding holidays.

A. **Pre-Response Conference:** Citizens will hold a telephonic Pre-Response Conference to provide Vendor(s) with pertinent information, answer questions and clarify any portion of the ITN as needed. Attendance on the Pre-Response Conference call is not required to respond to this ITN.

The Pre-Response Conference will be held using the conference call number below.

Teleconference Number: 877-810-9415, Access Code: 9230363

B. **Evaluation Committee Public Meeting:** Citizens' Evaluation Committee will hold a telephonic public meeting to finalize its scores and rankings and determine which

Vendor(s) are within a competitive range susceptible of award. Those Vendor(s) will then be invited to the negotiation phase.

The meeting will be held using the conference call number below.

Teleconference Number: 877-810-9415, Access Code: 9230363

The Evaluation Committee members may engage in discussions among themselves and with Citizens' invited subject matter experts, but no discussion concerning the Responses may occur between any of the Evaluation Committee members and any Vendor during this public meeting.

C. **Recommendation for Award:** Citizens' Negotiation Committee will hold a telephonic public meeting to determine and announce which Vendor the Negotiation Committee recommends for award.

Teleconference Number: 877-810-9415, Access Code: 9230363

The Negotiation Committee members may engage in discussions among themselves and with Citizens' invited subject matter experts, but no discussion concerning the Responses may occur between any of the Negotiation Committee members and any Vendor during this public meeting.

1.9 **NOTICE OF INTENT TO REPLY AND CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT (ATTACHMENT A):** To be eligible to reply to this ITN Vendor(s) must obtain the Employee Census (Appendix 8) directly from the Procurement Officer. These files contain certain confidential and HIPAA protected information.

To obtain this data, Vendor(s) must submit a fully completed copy of the Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement (Attachment A) to the Procurement Officer, by email at citizens.purchasing@citizensfla.com, by the time and date indicated in the Calendar of Events. Upon receipt of Attachment A, the Procurement Officer will send the Employee Census (Appendix 8) on CD by expedited delivery.

The employee census (Appendix 8) includes the following information for employees eligible to enroll in coverage:

- Gender
- Date of birth
- Date of hire
- Plan type (HMO, PPO, or CHP-HMO)
- Elected medical coverage (Employee only = EE, Employee plus spouse = ES, Employee plus child = EC, or Family = FAM)
- Home ZIP code
- COBRA
- COBRA end date
- Retiree end date

Vendors who submit a Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement (Attachment A) and receive the data included in Appendix 8 but fail to submit a Response, shall, as pursuant to HIPAA's necessary requirements, (i) destroy the Employee Census information, including any copies, by the time Responses are due; and (ii) provide confirmation of compliance in writing via email at citizens.purchasing@citizensfla.com that the data and the files received from Citizens, including any copies, have been destroyed and are no longer accessible by any of the individuals included on the access list (page 3 of Attachment A) on or before the due date for responses.

SECTION 2
SCOPE OF SERVICES

2.1 PLAN INFORMATION:

A. Citizens' Formal Name and Address:

Citizens Property Insurance Corporation
2312 Killearn Center Blvd;
Buildings A and D
Tallahassee, FL 32309

B. Standard Industrial Classification (SIC) Code: 6331

C. Years in Business: 14 years

D. Current Office Locations: Jacksonville; Tallahassee; and Tampa, Florida

E. Effective date for Services: Upon execution of the Contract

F. Effective Date for all coverage: January 1, 2017

G. Eligibility:

1. All employees working at least 30 hours per week.

2. Employees who were enrolled in coverage on 12/31/12 and worked at least 20 hours per week are grandfathered.

3. The covered employee's spouse under a legally valid existing marriage.

4. Covered employee's domestic partner. (Domestic partner means a person of the same or opposite gender with whom the covered employee has established a domestic partnership).

5. Covered employee's natural, newborn, adopted, foster or step child (or a child for whom the covered employee has been court-appointed as legal guardian or legal custodian) who has not reached the end of the calendar year in which he or she reaches age 30 regardless of the dependent child's student or marital status, financial dependency on the covered employee, whether the dependent child resides with the covered employee, or whether the dependent child is eligible for or enrolled in any other health plan. (Dependent children over age 26 pay higher premium rate.)

6. Covered domestic partner's dependent child who meets all eligibility who has not reached the end of the calendar year in which he or she reaches age 30 regardless of the dependent child's student or marital status, financial dependency on the covered employee, whether the dependent child resides with the covered employee, or whether the dependent child is eligible for or enrolled in any other health plan. (Dependent children over age 26 pay higher premium rate.)

7. The newborn child of a covered dependent. (Coverage for such newborn automatically terminates 18 months after the birth of the newborn child.)

8. Former employees who retired at age 55 or older and after having worked for Citizens a minimum of 6 years. Retiree pays 100% of premium. Group coverage terminates at age 65. Former employees who do not elect benefits upon retirements are not eligible to

enroll at a later date. Retiree benefits are offered concurrently with COBRA for dental and vision coverage only.

9. Severance eligible employees have benefits continued for up to 20 weeks. (Length of severance depends upon position level and years of service.) Benefits cease on the last day of the month during which severance payments cease. (COBRA may be elected upon termination of severance coverage.)

H. Waiting Period: 30 days. Coverage is effective the first of the month following 30 calendar days of employment.

I. Current Fully Insured Carrier and Rate Information:

1. Name of Carrier: BCBS

2. Duration with Current Carrier**:** 11 years (since January 2005)

3. Current Funding Arrangement: Fully-insured

4. Plan Offerings: HMO and PPO

5. Current Census as of 01-22-2016: See Appendix 8

6. Premium Rates: Provided below are the 2016 rates for BCBS

	HMO Plan			**PPO Plan**		
	Employee	Employer	**TOTAL**	Employee	Employer	**TOTAL**
Employee	$91.58	$518.97	$610.55	$105.00	$594.94	$699.94
Employee + Spouse/Domestic Partner	$192.32	$1,089.82	$1,282.14	$220.48	$1,249.39	$1,469.87
Employee + Child(ren)	$174.00	$986.03	$1,160.03	$199.48	$1,130.40	$1,329.88
Family	$285.74	$1,619.15	$1,904.89	$327.58	$1,856.22	$2,183.80

2.2 DEFINITIONS:

- **ACA or Affordable Care Act** – means the Patient Protection and Affordable Care Act, Pub. L. No. 111-148.
- **BCBS** – means Blue Cross Blue Shield of Florida.
- **Calendar of Events** – means the Calendar of Events described on page 1 of this ITN.
- **Case Management** – means a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Member's health and human service needs, meeting the minimum requirements set forth in section 2.6.2.
- **CHP** – means Capital Health Plan.
- **Citizens** – means Citizens Property Insurance Corporation, a State of Florida legislatively created governmental entity governed by subsection 627.351(6), Florida Statutes. Citizens is governed by the Plan of Operation adopted, which is available on Citizens' website at www.citizensfla.com.
- **Citizens Contract Manager** – means Citizens' departmental representative who will be responsible for managing the daily functions of the Contract on behalf of Citizens or, where applicable, his or her designee.
- **Claim(s)** – means any request for a benefit under the Plan that is made by a Member or his or her authorized representative that complies with the Plan's reasonable procedures for making benefit Claims.
- **Contract** – means the contract with Vendor for Services that results from this ITN.

- **COBRA** – means the continuation of group health coverage required under Title XXII of the Public Health Service Act (PHSA), 42 U.S.C. §§ 300bb-1 through 300bb-8.
- **Disease Management** – means a system of coordinated healthcare interventions and communications for populations with conditions in which patient self-care efforts are significant, meeting the minimum requirements set forth in section 2.6.1.
- **ERISA** – means the Employee Retirement Income Security Act of 1974, as amended.
- **Formulary** – means a detailed list of prescription brand name and generic drugs covered under the Plan's prescription drug benefit.
- **HIPAA** – means the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder.
- **HMO** – means a health maintenance organization.
- **Member** – means an individual enrolled in the Plan (*i.e.*, employees, employee's spouse or domestic partner, and dependents).
- **MHSA** – means mental health and substance abuse.
- **Plan(s)** – means any medical plan and/or prescription drug coverage for which the Services are provided.
- **PPO** – means a preferred provider organization.
- **Procurement Officer** – means the Procurement Officer identified on page 1 of this ITN.
- **Response** – means all materials submitted by Vendor pursuant to the instructions in this ITN.
- **Service(s)** – means all activities which are collectively necessary to provide administrative services needed for the self-funded PPO medical plan, HMO medical plan, prescription benefit program to be offered to by Citizens', effective January 1, 2017, pursuant to this ITN.
- **Subscriber** – means the Citizens employee who is the primary enrollee in the Plan.
- **SBC or Summary of Benefits and Coverage** – means a concise document detailing, in plain language, simple and consistent information about the medical and prescription drug benefits and coverage as required by the ACA.
- **SPD or Summary Plan Description** – means the documents that describe the substantive provisions of the Plan to be provided to Members. As a governmental entity, Citizens is not required to comply with the ERISA SPD content requirements. However, the SPD should comply with all ERISA requirements for SPD contents other than the statement of ERISA rights.
- **Vendor** – means an entity that responds to this ITN.

2.3 **MINIMUM REQUIREMENTS:** The selected Vendor shall confirm that they meet the minimum requirements in Attachment F (see Section 3 for additional information).

2.4 **PROGRAM ADMINISTRATIVE AND SUPPORT SERVICES:** The selected Vendor shall provide the following administrative and program support to Citizens:

2.4.1 BENEFITS AND EXCLUSIONS:

A. For at least the initial year of the Contract, Vendor shall administer Plan benefits according to the SBC, which will be finalized during the implementation phase.

2.4.2 PROGRAM STAFF:

A. **Account Executive:** Vendor shall assign a dedicated but non-exclusive Account Executive. The Account Executive shall:
   - Be the senior point of contact as the leader of Vendor's team assigned to provide the Services.
   - Provide oversight and ultimate accountability for Citizens' overall satisfaction with the Services.
   - Provide resolution support for issues when all other avenues have failed to resolve the issue.

- Meet with Citizens, in person in Jacksonville, Florida, at minimum once each calendar quarter, as described in Section 2.4.3(C).
- Review and report on quarterly Performance Guarantees and any associated with follow up activities.

B. **Account Manager:** Vendor shall assign a dedicated but non-exclusive Account Manager. The Account Manager shall:
- Be the primary point of contact with respect to administration of the Services.
- Have overall day-to-day responsibility for planning, supervising, and performing Services for the Plan.
- Resolve issues and be responsive in accordance with Performance Guarantees negotiated as part of this ITN.
- Attend Citizens' annual open enrollment fair and all health fairs (Other designee may be sent if prior notification given to Citizens).
- Participate in and attend the quarterly meetings, as described in Section 2.4.3(C) with Citizens.

C. **Customer Service Representative:** Vendor shall assign a dedicated but non-exclusive Customer Service Representative. The Customer Service Representative shall:
- Be the point of contact for Citizens Contract Manager for all escalations related to Member issues such as Claims, COBRA, and retiree inquiries.
- Resolve issues and shall be responsive in accordance with Performance Guarantees negotiated as part of this ITN.

D. **Membership and Billing Representative:** Vendor shall assign a dedicated but non-exclusive Membership and Billing Representative. The Membership and Billing Representative shall:
- Be the first point of contact for Citizens Contract Manager for any issue related to Member eligibility, enrollment, terminations, invoicing, COBRA and retiree inquiries.
- Resolve issues and shall be responsive in accordance with Performance Guarantees negotiated as part of this ITN.

E. **Wellness Program Representative:** Vendor shall assign a dedicated but non-exclusive Wellness Program Representative. The Wellness Program Representative shall:
- Be the first point of contact, for Citizens Contract Manager for all Citizens health and wellness program needs.
- Coordinate vendors for Citizens' annual health fair, upon the request of Citizens.
- Provide an executive summary and report, as described in Section 2.4.6(D)(5) from information collected regarding biometric screenings during the health fair.
- Participate in and attend the quarterly meetings, as described in Section 2.4.3(C) with Citizens.

2.4.3 MEETING REQUIREMENTS:

A. **Annual Open Enrollment Fair:** Vendor shall participate in and attend Citizens annual open enrollment fairs held at all Citizens locations; including but not limited to two (2) in Jacksonville, one (1) in Tallahassee, and one (1) in Tampa. All attendees on behalf of Vendor shall be knowledgeable regarding all aspects of the Plan and medical and prescription benefits generally. The Account Manager or other designee shall attend all annual open enrollment fairs. Vendor participation includes, but is not limited to, presenting on benefit changes, answering questions, interacting with Citizens staff, and providing materials on services. Vendor shall also assist with engaging other vendors, such as gyms, associations, etc. to participate in the annual

open enrollment fairs. Upon request of Citizens, Vendor will coordinate the administration of flu shots during the annual open enrollment fair for any Citizens staff that choose to participate.

B. **Annual Health Fair:** Vendor shall participate in and attend the Citizens annual health fair at all Citizens locations, including but not limited to two (2) in Jacksonville, one (1) in Tallahassee, and one (1) in Tampa. All attendees on behalf of Vendor shall be knowledgeable regarding all aspects of the Plan and medical and prescription benefits generally. The Account Manager or other qualified designee shall attend all annual health fairs. Vendor shall assist with engaging other vendors, such as gyms, associations, etc. to participate in the annual health fairs and shall provide biometric screenings, as described in Section 2.6.3(E). Vendor shall provide marketing materials and support Citizens communication efforts leading up to the annual health fair with the goal of increasing employee participation in the annual health fair.

C. **Quarterly Meetings:** Vendor shall attend quarterly meetings with Citizens, or as otherwise reasonably requested and as necessary for the provision of Services. Meetings will be held at Citizens' Jacksonville location. Citizens will not pay Vendor for any travel related expenses. Vendor must provide meeting minutes (with action items) no later than five (5) business days after each Citizens meeting. Agenda topics shall be agreed upon by both parties at least two weeks prior to the meeting and may include topics such as:

   a. Results of the preceding reporting quarter;
   b. Relevant Member issues;
   c. Review of applicable reports per Section 2.4.6;
   d. Program enhancements such as new tools and expansion of wellness offerings;
   e. Trends or best practices;
   f. A review of the Pharmacy Benefit Manager program described in Section 2.6.5, including:
      i. Updates to prior authorization and step therapy programs; and
      ii. Review of the Formulary.
   g. Suggestions for optimization of the Plan.

2.4.4 **MEMBER SATISFACTION SURVEY:** On an annual basis within the 3rd quarter of each calendar year, Vendor shall survey a statistically valid sample of Members to verify satisfaction levels relating to Vendor's customer service unit, Claims processing unit, provider network and other Services, and to gauge satisfaction with the Plan. The survey is subject to the customization and approval of Citizens. Vendor will review survey results and any follow up actions with Citizens during the 4th quarter meeting annually.

2.4.5 **VENDOR PERFORMANCE SCORECARD:** Vendor shall participate in a vendor performance management process which includes a planning and evaluation stages. The planning stage is intended to identify specific performance expectations that the vendor is responsible for achieving during the rating period and the evaluation portion assesses the vendor's performance in achieving expectation standards. The performance expectations consider overall quality, responsiveness, accessibility, and issue resolution.

Performance management shall occur quarterly and scoring is based upon performance in the applicable quarter utilizing Appendix 7, Vendor Performance Management Quality Scorecard. The intent of the performance evaluation process is to measure vendor performance throughout the contract period and provide an open line of communication regarding vendor strengths and areas for improvement.

2.4.6 **REPORTING REQUIREMENTS:** Vendor shall deliver the weekly, monthly, quarterly, and annual reports outlined below on the medical and pharmacy benefits programs to Citizens

Contract Manager pursuant to the intervals indicated below. Vendor shall also provide online reporting access which will allow the Citizens benefit staff to access reports on demand and generate ad hoc reporting (i.e., customized reports based on parameters entered).

A. On a **weekly** basis, delivered to Citizens electronically (unless otherwise specified):

1. Detailed Claims listing which shall include but not be limited to:

    - Member name;
    - Identifying information;
    - Charged amount;
    - Allowed amount;
    - Paid amount;
    - Provider; and
    - Date of service.

B. On a **monthly** basis, delivered to Citizens electronically (unless otherwise specified):

1. Claims incurred and paid by Plan and by benefit or service (in-network or out of network) for Members;

2. Report of overpaid Claims;

3. Enrollment by tier and Plan;

4. Summarized number of Claims categorized by the following dollar amount breakdowns:

    - $0 – $50.99;
    - $51.00 - $100.99;
    - $101.00 - $250.99;
    - $251.00 - $499.99;
    - $500.00 - $999.99;
    - $1,000.00 - $1,999.99;
    - $2,000.00 - $4,999.99;
    - $5,000.00 - $9,999.99;
    - $10,000.00 - $19,999.99;
    - $20,000.00 - $49,999.99;
    - $50,000.00 - $99,999.99;
    - $100,000.00 - $499,999.99;
    - $500,000.00 +.

5. Aggregate year-to-date Claims;

6. Large (50% of stop loss deductible) Claims (individual) detail reports;

7. Claim extract files transmitted in a HIPAA compliant file format;

8. Lag report (detailing incurred but not reported Claims);

9. Communication challenges and returned mail, including detailed Member information;

10. Subrogation report; and

11. Member complaints.

C. On a **quarterly** basis, delivered to Citizens electronically (unless otherwise specified):

1. Geographic based (limited to Jacksonville, Tampa, and Tallahassee) and aggregated, non-identified pharmacy benefits data. The data must include, at minimum, the number of prescriptions and average price per prescription, for the top 25 drugs by (i) total number of Claims, (ii) highest average price per prescription, and (iii) total cost;

2. Top ten diagnoses by dollar amount;

3. Summarized report of volume of prescription Claims and cost data from Pharmacy Benefit Manager broken down by month;

4. Utilization review including the following services:

    - Pre-admissions;
    - Concurrent reviews;
    - Discharge planning;
    - Retrospective reviews.

5. Claim reviews to include a review of the Plan performance;

6. All metrics related to Performance Guarantees;

7. Costs of procedures or disease trends;

8. Number of Members enrolled in Disease Management and engagement levels;

9. Cycle time for Claims that are paid and for claims that are denied;

10. Summarized report on volume of Members requesting second surgical opinion and medical case management reviews;

11. Aggregate reporting on the success of Vendor's efforts to effect conversions from retail maintenance drugs to mail order; and

12. The most recent Formulary, in both electronic and paper form.

D. On an **annual** basis, delivered to Citizens electronically (unless otherwise specified):

1. An underwriting report which includes a projection of incurred claims, any assumptions of demographics, and any additional data that supports proposed rate changes for the upcoming year (to be delivered during the beginning of the 3rd quarter and shall include data through the end of the 2nd quarter);

2. Comparison/benchmarking information related to groups of similar size, including (when possible) comparison to regionally similar groups;

3. Cost containment report to include network discount data and fraud and/or abuse information;

4. Health Effectiveness Data and Information Set (HEDIS) report;

5. Prior to the annual health fair, data on employees enrolled, including but not

limited to the employee identification number, employee name, and Member identification number;

6. Executive summary and report of health to include health risk assessment biometric screening results, and benchmarks against Vendors book of business. This report shall be delivered no later than two months post the annual health fair described in Section 2.4.3(B);

7. Results from the Member satisfaction survey as described in Section 2.4.4, including but not limited to information on the number of surveys distributed, the response/non response rate, satisfaction levels, and benchmarks to peer groups; and

8. Network Access report (similar to Attachment H), to include provider network access at a State, City, and 5-digit zip code level.

E. On an **as needed** or as requested basis, delivered to Citizens electronically (unless otherwise specified):

1. Predictive modeling used to target wellness and modification of benefits. Data included in the report shall be derived from the pharmacy benefit manager program and medical claims information. The first report is anticipated to be received in December 2017, with updated reports every six months thereafter;

2. Summarized reporting of online/mobile usage by Members, including but not limited to: volume of usage, timing of Member usage, and reporting on topics accessed for information;

3. Disease Management engagement data, including but not limited to number of Members engaged, how many times Vendor has reached out, effectiveness rate of engagement activities, conditions associated with engagement, and duration of engagement;

4. Large Claims listing for specific period and threshold as requested by Citizens; and

5. Hospital bill audit.

2.4.7 **CREDENTIALING:** Vendor shall ensure that all providers and networks available to Members under the Plan are credentialed. Credentialing may be completed by a third party provider of credentialing services, but proof of credentialing must be available immediately upon request by Citizens at any time. Providers or networks must be credentialed by one of the following organizations:

- National Committee for Quality Assurance (NCQA)
- Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
- Utilization Review Accreditation Commission (URAC)

2.5 NETWORK MANAGEMENT:

A. Vendor shall provide, maintain or build comprehensive provider networks (owned, rented, or leased) for the Plan based on quality, accessibility, and specialization. The comprehensive network shall include:

i. Primary care physicians;
ii. Specialists;
iii. Hospitals;
iv. Outpatient facilities;

v. Urgent care facilities; and
vi. Any other medical or pharmacy benefit providers.

B. If Vendor uses any rented or leased networks, those networks shall be transparent to the Members by utilizing one identification card, one provider directory, and one point of contact.

C. The networks shall meet the access standards set forth in the Performance Guarantees negotiated as part of this ITN.

D. When possible, Vendor shall provide Citizens with at least 60 days' advance notice and written justification in the event of loss or a potential loss of network providers or temporary disruption of services (*e.g.*, decommissioning of existing facility and relocation to new facility). The justification statement shall include:

i. Impact to plan Members and proposed alternatives.
ii. Impact to access-to-care standards set forth in the Performance Guarantees.
iii. Estimate of Members utilizing provider(s) and impacted by the loss or disruption.
iv. Estimated schedule for resumption of provider services, if applicable.

Vendor shall also provide notice to impacted Members at least 60-days before the loss or potential loss of network providers or temporary disruption of services.

E. Vendor shall identify third party providers or the Vendor's own internal process used to negotiate discounts for Services provided at non-network facilities.

2.6 **PROGRAMS:** Vendor shall provide the following programs in addition to the medical and pharmacy benefits programs as referenced in Appendix 1 and in accordance with federal and state privacy laws, including HIPAA:

2.6.1 **DISEASE MANAGEMENT:** Vendor shall provide Disease Management services to Members. Disease Management should be supported by or integrate with Case Management, where applicable. Disease Management shall include, but not be limited to:

A. Support for Members with diabetes, chronic obstructive pulmonary disease, asthma, congestive heart failure, and vascular disease;

B. Outreach to Members. Outreach shall include two (2) attempts to contact the Member via phone and, if phone contact is not successful, shall include two (2) letters to the Member delivered through the USPS. After initial contact or attempts to contact, outreach should include, at minimum, one (1) outreach attempt annually;

C. Provide general health information specific to chronic conditions to Members;

D. Assist Members in sourcing any necessities such as at home medical equipment or supplies;

E. Provide online tools or applications accessible to Members with information regarding medical conditions;

F. Initial and ongoing health improvement opportunity analysis through biometric screenings, health screenings, or other methods of identification;

G. Provide personal health coaching for targeted chronic conditions;

H. Provide general health coaching for preference-sensitive conditions such as

alternative treatments and therapies.

2.6.2 **CASE MANAGEMENT:** Vendor shall provide Case Management services to Members. The Case Management team shall, at a minimum:

A. Provide support to Members engaged in Disease Management as well as for Members with high-cost medical conditions including, but not limited to, high risk pregnancies, hypertension, cancer and renal kidney failure;

B. Document all activity with the Member;

C. Attempt to communicate with Member by phone, mail or electronic communication methods regarding medical adherence;

D. Contact applicable Members by initially making two (2) phone calls (during the day) and sending a letter via USPS. The first call attempt to Member must be within 48 hours of receipt of assignment. An assignment should be triggered by a Claim or a request by Citizens Contract Manager;

E. Provide flexible hours supporting the needs of the Members beyond 8:00 am – 5:00 pm;

F. Assist the Member in understanding the Plan benefits and, if needed, research and advocate on the Member's behalf for costs of treatment not covered by the Plan;

G. Coordinate referrals to specialists and help arrange for special services if needed;

H. Conduct a personal interview with the applicable Member and assist in developing, implementing and coordinating a medical care plan with healthcare providers, as well as the Member; and

I. Coordinate medical resources, evaluate treatment results, make recommendations for adjustment to treatment, and monitor member's progress.

2.6.3 **WELLNESS SERVICES:** Vendor shall provide health and wellness improvement programs that include, but are not limited to:

A. Member outreach to engage in health and wellness improvement programs;

B. Online tools and call center support for Members to utilize for health improvement purposes;

C. Health advisory services for the "healthy" population;

D. Programs available for smoking cessation, nutrition, pregnancy, and any other programs Citizens requests or that are identified as a need through the biometric screening summary provided from the results of the biometric screenings administered during the annual health fair or online;

E. Biometric screenings shall be conducted in person, annually, at each health fair location for all Members or other individuals as identified by Citizens during the annual health fair. The annual health fair is typically held in June, but adjustments must be accommodated by Vendor. Vendor shall also make personal health assessments available online. Biometric screenings shall include testing of the following:

    1. Body mass index testing

2. Blood pressure

3. Glucose

4. Cholesterol including Low-density Lipoprotein and Triglycerides

Vendor will make counseling available to Members for results from testing and will use the results to target engagement of Members for Disease Management or other health and wellness program options.

Vendor shall provide all staff necessary to conduct biometric screenings as well as all materials and equipment necessary to perform screenings.

2.6.4 **MENTAL HEALTH AND SUBSTANCE ABUSE:** Vendor shall provide Mental Health and Substance Abuse (MHSA) benefits directly, through its own contracted and credentialed panel of providers and facilities, or through a third party entity.

MHSA benefits shall be provided by licensed behavioral health providers, which may include: licensed psychiatrist, licensed clinical psychologists, licensed master's level clinical social workers, licensed master's level psychiatric nurse specialists or practitioners and licensed master's level professional counselors. Network shall include specialists in adolescent counseling.

2.6.5 **PHARMACY BENEFIT MANAGER:** Vendor shall provide the following pharmacy benefit manager services related to prescription drug benefits under the Plan. The pharmacy benefit manager shall be accredited by URAC and shall include:

A. General requirements.

1. Offer and/or administer rebates which can be returned cash, discount of cost, or credit. Rebates shall be returned to Citizens on a quarterly schedule. The rebate shall be returned with the following information: time frame of the rebate and written justification/calculation of the rebate;

2. Maintain a program that addresses and works to mitigate fraud;

3. Identify and contact those Members using name brand drugs and attempt to convert them to generic drugs;

4. Identify and contact those Members using retail maintenance drugs, and attempt to convert those maintenance drug prescriptions to mail order; and

5. Maintain and apply a Formulary to Plan benefits to include prior authorizations and step therapy programs. Changes to the Formulary will be made in accordance with industry standards. Vendor shall review changes to the Formulary during the quarterly meeting described in Section 2.4.3(C). The review of the Formulary changes shall identify all impacted Members and the financial impact. Citizens reserves the right to reject proposed Formulary changes.

B. A mail order prescription program to include:

1. Ability to obtain a 90-day supply at the co-pay specified in Appendix 1;

2. Replacement of the 90-day supply for the Member if the prescription is lost by the delivery carrier or damaged during shipping;

3. Tracking of all shipped prescriptions;

4. Shipment of prescriptions via standard mail delivery (not expedited) at no additional charge to Members. Prescriptions should be shipped within 72 hours of approval and fulfillment.

5. Alternative shipping options for Members to receive expedited services when necessary;

6. Packaging of all shipped prescriptions in tamper resistant, plain label mailing, using temperature-sensitive packaging where appropriate;

7. When original hard copy prescription is not legally required, acceptance of prescriptions via telephone, email or fax;

8. Online tools for the Member, including but not limited to information about number of refills available, reordering of prescriptions, reporting of historical information that can be printed, emailed, saved, etc.;

9. Acceptance of multiple forms of payment, including but not limited to checks, credit cards, debit cards, flexible spending account cards, and PayPal payments;

10. Generic, name brand and specialty drugs;

11. Durable medical equipment;

12. Diabetic supplies;

13. Toll free number with 24/7 customer service for Members;

14. Material, literature, and forms to support Members, including but not limited to education and services to support Citizens' goals such as increased generic utilization and increased mail order utilization; and

15. Follow-up service including at least three attempts (two (2) attempts via phone and one (1) attempt via U.S. mail) to contact Members for additional information in those instances in which a prescription cannot be processed (whether on the initial fill or a refill).

C. A retail prescription program to include:

1. A network of retail pharmacies with adequate access (see Attachment H and Section 2.5);

2. Network retail pharmacies must accept credit and debit cards (bank/FSA), or other forms of payment, including cash and/or checks;

3. Network retail pharmacies must provide generic, name brand, and specialty drugs, durable medical equipment, and diabetic supplies; and

4. Network retail pharmacies must provide up to 90-day supplies when prescribed, at the co-pay specified in Appendix 1.

D. Clinical prescription programs that include:

1. Administration of step therapy and prior authorizations;

2. A drug adherence program which identifies and engages Members that are not refilling or taking medications pursuant to provider instructions, that Members can choose to participate in;

3. Prescription counseling which shall include advice and support;

4. A therapeutic class management program for disease states such as hypertension, and diabetes;

5. A specialty drug management program which targets high cost, high touch medication therapy focusing on Members with complex disease states. A specialty drug management program may include dispensing, medication therapy management, patient advocacy and therapy compliance. Specialty pharmacies should:
   i. Exhibit clinical quality, safety and efficacy; and
   ii. Be able to administer retail lockout, limit maximum dispensed quantity based on plan design (i.e. 30 days vs. 90 days), and administer program with retail or unique co-pay.

2.7 **FIDUCIARY RESPONSIBILITY:** The following requirements describe general and claim fiduciary responsibilities of Vendor and Citizens:

2.7.1 **FIDUCIARY RESPONSIBILITY GENERALLY:** Except as provided in this Section 2.7, Citizens will retain all of the responsibility, authority and discretion with regard to the Plan that would be held by a plan sponsor and/or fiduciary under the provisions of ERISA.

2.7.2 **CLAIMS FIDUCIARY:** Citizens will extend to Vendor the discretionary authority to make decisions concerning Claims and appeals of Claims submitted by Members. Vendor shall adjudicate Claims in accordance with the provisions of the Plan and shall review Member appeals of denied Claims and make the final determination as to whether the Claim is covered. Vendor will also be responsible for the defense of decisions concerning the adjudication and appeals of Claims. For example, where Vendor denies a Claims appeal and the Member files suit claiming that the coverage decision was in error, Vendor shall defend the decision and bear the legal costs of the defense. Citizens shall remain responsible for the payment of Plan benefits awarded or paid by settlement, judgement, or otherwise. Vendor acknowledges and agrees that this delegation of authority is to be reflected in the SPD.

2.8 **CLAIMS PROCESS:** The following process requirements will apply to the Claims program established by Vendor:

1. Vendor shall receive, process and adjudicate Claims in accordance with best industry practices using the standards prescribed under ERISA, for group health plans that are subject to such requirements. Vendor shall be responsible for all aspects of Claims administration.

2. Vendor shall establish and perform all aspects of benefit payment in accordance with the Plan document. Vendor shall verify benefits and eligibility before authorizing services or payment.

3. Vendor shall determine what databases are utilized to determine reasonable and customary allowances.

4. Vendor shall determine the order of liability for coordination of benefits as prescribed by applicable state and federal law, including Medicare.

5. Vendor shall provide, at no additional cost, an appeals process as directed by the

Department of Labor and the ACA. Appeal information shall be included in the SPD.

2.9 **OTHER LITIGATION:** In addition to Vendor's obligations under Section 2.7.2 and as further described in the Standard Terms and Conditions Section 9.1, Vendor shall provide necessary legal defense and assistance as required in the event of any legal action or proceeding brought against Vendor or Citizens related to performance of this ITN and/or the Contract. If litigation, an investigation, or other proceedings are commenced against Vendor related to the performance of this ITN and/or the Contract, Vendor shall provide notice to Citizens as soon as practicable. Vendor shall select and retain counsel, upon written approval (which will not be unreasonably withheld) by Citizens, after Vendor notifies Citizens of its selection. Vendor will assume liability for payment of attorneys' fees and costs in connection with the litigation, proceeding, or investigation.

2.10 **GOVERNMENT FILINGS:** Vendor shall prepare and file all legal documents with Florida Office of Insurance Regulation, Florida Agency for Health Care Administration, and other agencies as necessary to implement and maintain the Plan, including but not limited to policies, amendments, contracts and required state filings if required to implement and maintain a self-insured Plan.

2.11 **SUBROGATION:** Vendor shall identify, to the extent possible, any payments for which the Plan has, or may have, a right of subrogation. Vendor shall make a reasonable and diligent effort to enforce, in accordance with Section 768.76, Florida Statutes, and the SPD, any subrogation claim belonging to the Plan. Vendor shall develop and implement a process, subject to Citizens' approval, for reporting subrogation claims belonging to the Plan. Vendor shall pursue, settle and collect all subrogation rights allowed in the SPD. Citizens must approve any recommended settlement if less than Citizens' full lien amount minus any cost sharing or reduction allowed by section 768.76, Florida Statutes. Additionally, Vendor shall develop a monthly subrogation report, subject to Citizens' approval, for reporting the identification, status, and resolution of all pending subrogation cases. Recovery amounts from subrogated claims shall not be reduced or otherwise offset by contingency fees or other fees charged by an auditor or other recovery service.

2.12 **MEMBER SERVICES:** Vendor shall provide, among others, the following Member services:

2.12.1 MATERIALS AND DOCUMENTATION:

A. Vendor shall prepare all materials and documents necessary or helpful in administration of the Plan for review and approval by Citizens, and distribute those materials to Members as appropriate. This includes, but is not limited to welcome kits, open enrollment communications, enrollment materials, SBC, SPD, and membership identification cards.
B. Vendor shall co-brand the Member welcome letter with the Citizens approved logo.

C. Vendor shall provide the following materials, at Vendor's expense, to all Members unless as otherwise agreed to in writing by Citizens:

1. A welcome kit shall be mailed via first class mail to each new Member's home address within 10 days from receipt of eligibility or change file, including the following:
   i. Member welcome letter;
   ii. Membership identification cards;
   iii. SBC;
   iv. Instructions on accessing provider directories via Vendors' website; and
   v. All required legal notices (e.g., HIPAA notice of privacy practice, special enrollment rights notice, or exchange notice).

2. A written communication regarding updates to the Formulary must be sent to

any Member actively utilizing any drug impacted by the adjustment. Vendor shall use reasonable efforts to provide the communication to affected Members at least 30 days before any update is applied.

3. A written communication regarding changes to prior authorizations and step therapies must be sent to any Member actively utilizing any drug impacted by the change, before the change to the program is made.

2.12.2 CALL CENTER SERVICES:

A. Vendor shall provide a toll-free telephone number for Members. The toll free number shall be available 8:00 a.m. ET through 6:00 p.m. ET Monday – Friday and shall support Members that need assistance with multilingual or translation needs. The toll free number shall provide support services related to Member general service needs, technology assistance needs, claims, pharmacy, precertification, preauthorization, wellness support or information and provider services. Vendor may provide separate toll free numbers for the above listed services.

B. Vendor shall provide a 24-hour nurse line staffed by, at minimum, a registered nurse, which must assist with medical issues and inquiries as well as MHSA referrals or assistance. Members must be able to speak with a live person when calling the 24-hour nurse hotline.

2.12.3 INNOVATION:

A. Vendor shall provide a large and diverse range of online tools and resources to Members, at no cost, which shall include but not be limited to the following:

1. Hospital and medical center directory with quality guarantees and/or rankings;

2. Medical pricing comparison tool;

3. Prescription pricing comparison tool;

4. Searchable prescription classification tool;

5. Online interactive health risk assessments and ongoing follow-up planning and monitoring options with the ability to download the assessment and plans;

6. Ability to request a change to the Member's primary care physician. The request must be processed within 24 hours of submission of change request (HMO only);

7. Ability to print temporary identification cards;

8. Ability to view, print, or export the following:
   i. Explanation of benefits;
   ii. Certificates of coverage;
   iii. SBC; and
   iv. SPD;

9. Ability to view
   i. Claims statuses;
   ii. Deductibles and current balances; and
   iii. Out-of-pocket maximums and current balances;

10. Ability to order replacement identification cards;

11. Provide wellness and work/life balance resources; and

12. Submission of Member questions with either phone call follow up or email communication;

B. Vendor shall provide a mobile application or mobile secure web portal access for Members that will provide, at no cost, services and features that include, but are not limited to, the following:

1. Unlimited usage and availability for Members;

2. Provider search engine with quality guarantees and/or rankings for providers;

3. Hospital and medical center directory with quality guarantees and/or rankings;

4. Medical pricing comparison tool;

5. Prescription pricing comparison tool;

6. Searchable prescription classification tool;

7. Wellness and work/life balance resources;

8. Viewing of temporary identification cards;

9. Viewing of explanation of benefits;

10. Viewing of deductibles and current balances;

11. Viewing of out of pocket maximums and current balances; and

12. Access to discounts on health and wellness products and/or services.

2.13 **IMPLEMENTATION:** Vendor shall submit a proposed implementation plan for approval no later than 14 business days following execution of the Contract.

The implementation plan shall detail all steps necessary to begin Services and to provide coverage to Members as of January 1, 2017, 12:00 A.M. ET, specify expected dates of completion of steps, and identify the persons responsible for each step. The implementation plan shall include but is not limited to the following:

1. Implementation team list, contact information and duties;

2. Participation in Citizens open enrollment fairs for the 2017 Plan year which will occur in October 2016;

3. Setting up and applying the provisions of the Plan (covered services, exclusions, limitations, copays/coinsurance, etc.);

4. Identification of the network providers;

5. Ensuring membership identification cards are mailed to Members no later than December 15, 2016;

6. Regular implementation status meetings to include Vendor's implementation team and Citizens Contract Manager (as well as minutes and takeaways);

7. Monthly meetings to include Vendor's implementation team, Citizens Contract Manager and Vendor's Account Manager;

8. Detailed list of implementation milestones;

9. Testing of eligibility files;

10. Dry Claims run (pre-implementation audit of manually created Claims to ensure appropriate controls are in place. Number of manually created Claims will be agreed upon by both parties during implementation.);

11. Preparation, review and approval of all Plan documents and communications;

12. Data field elements and descriptions; and

13. File layout for the eligibility file including any fields that if missed, will produce fatal errors and/or alerts.

2.14 BANKING AND DATA:

A. Vendor shall accept payments from Citizens through a standard banking transmittal process such as automated clearing house (ACH). Citizens will maintain all funds in its general assets and may designate a specific Citizens account for the purpose of paying or funding amounts properly payable. Vendor shall invoice Citizens, and the invoice must be approved, prior to drawing funds for Claims on an agreed invoicing and reporting basis. Vendor must send the weekly Claims listing report, as described in ITN Section 2.4.6 (A)(1) simultaneous with the ACH transfer initiation.

B. Vendor shall provide self – billing support and shall provide the option to utilize online billing and reporting.

C. Vendor shall accept the transmission of eligibility data through Citizens SFTP or other agreed to encrypted process. Eligibility data will include such elements as:
   i. Name of Member
   ii. Date of birth of Member
   iii. Social Security number
   iv. Employee identification number
   v. Date of hire
   vi. Member address
   vii. Member telephone number
   viii. Plan type
   ix. Plan tier level
   x. Dependents
   xi. Eligibility date

2.15 PRESCRIPTION DRUG REBATES: Vendor shall pay Citizens for any rebates generated through the prescription drug program. Vendor should present three (3) options to accommodate this payment:

1. Fixed per employee per month credit to monthly administration fee;
2. Fixed per script fee calculated and paid quarterly; and
3. Actual amounts of rebates generated based on Citizens utilization calculated and paid quarterly.

SECTION 3
RESPONSE INSTRUCTIONS AND EVALUATION CRITERIA

3.1 **QUESTIONS:** Vendors may submit questions in writing to the Procurement Officer identified in this solicitation. The deadline for submission of questions is reflected in the Calendar of Events of this ITN. Citizens will post answers to the questions on Citizens' website, in accordance with the Calendar of Events. All questions and answers are made available simultaneously to all Vendors.

Vendors must submit all questions to the Procurement Officer by email. Each Vendor's submission of questions are to be clearly labeled and is to include the ITN number for this solicitation. Questions submitted will not constitute a protest or objection to the solicitation terms.

Vendors are to include the following information when submitting questions:

- Question Number;
- Solicitation Section/Attachment and page number; and
- Question.

An example is provided below:

Question No.	Section/Page Number	Question
1.	ITN, Section 3.1 Page 25	
2.	Attachment A, Page 1	

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD OF THIS SOLICITATION. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

3.2 **CHANGES TO SOLICITATION:** If any changes are made to this solicitation, such changes will be formally noted through an addendum posted on Citizens' website. It is the Vendors' obligation to monitor Citizens' website and to review all documents and addendums posted.

3.3 **RESPONSES SUBMITTED ARE PUBLIC RECORDS:** By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Florida Statutes and the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Vendor Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If a vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then Vendor MUST comply with the following process:

1. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;

2. Submit a separate electronic copy of Vendor's Response or written communication with only protected portions redacted; and

3. Submit a separate redaction log that provides legal justification for each redaction.

If Vendor does not identify each portion of a Protected Record as specified herein, Citizens may produce Vendor's non-redacted copy in response to a public records request.

If Vendor has complied with the provisions of this section by identifying certain documents are Vendor's Protected Record(s) and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a party is seeking the non-redacted portion of Vendor's Response and Vendor continues to assert in good faith that Vendor's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Public Records Laws, then Vendor shall be solely responsible for defending its position, including seeking a judicial declaration of its protected status.

Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency directive to produce a Protected Record.

3.4 **RESPONSE DUE DATE AND SUBMISSION:** Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified in the Calendar of Events.

Clearly identify which solicitation your Response is for on the front of your submittal as follows:

[Vendor Name]
ITN No. 16-0001
Medical and Prescription Benefits Program

3.5 **RESPONSE FORMAT:** This section prescribes the format in which Responses are to be submitted. Any information deemed appropriate by Vendor may be included, but is required to be placed within the pertinent sections. Electronic documents contained on the submitted CD should be in the originally provided format (e.g., Microsoft Word, Microsoft Excel) and fully intact unless otherwise specified.

Citizens is under no obligation to look for responsive information contained in incorrect sections or that is not organized according to these instructions. All Responses must contain the sections outlined below.

It is Vendors' responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what your company's capabilities are or what products or services you can provide, even if you have previously contracted with Citizens. Responses are evaluated solely on the information and materials provided in your written Response. The use of outside materials or external website links is not allowed. Any links provided in Vendor's Response will not be reviewed or used to score Responses. Vendors are required to provide complete information and documentation within their submission, which will be used for evaluation.

A. Original CD Response: Vendor **shall submit** one (1) CD original of their entire Response.

B. Redacted Copy of Response: In addition to the CD required in paragraph A, Vendor should submit an additional CD with their Response containing a full "Redacted" electronic version of their Response in accordance with Section 3.3. This CD is to be labeled "**Redacted Response"** and be void of any information Vendor deems exempt from Florida's public record law.

By participating in this solicitation process and submitting a Response, Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes a s. 24(a), Art. 1 of the Florida Constitution (The "Public Record Laws"), and agrees to the provisions set

forth in this section.

3.6 **RESPONSE CONTENTS:** The purpose of Vendors' Response is to demonstrate its qualifications, competence and capacity to provide Services in conformity with the requirements of this solicitation. Responses are to be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this solicitation. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Response shall be on completeness and clarity of content.

Vendor's response is to be organized as follows:

- Each CD should have separate folders for each Response "Folder."

Folders are to be plainly titled using the names provided in this Section, as shown below:

Forms
Technical Reply
Pricing
Terms and Conditions

- Attachments are to be plainly titled as generally shown below:

Forms

Attachment B – Vendor Contact Information Form.pdf
Attachment C – Vendor Conflict of Interest Disclosure Form.pdf
Attachment D – Responsible Vendor Review Form.pdf
Attachment E – Financial Review Form.pdf
Financial Supporting Documentation.pdf

- Each of the folders are to contain the corresponding Response items as detailed below

Folder 1. **Forms:**

Vendor **shall submit** in this section the following information:

1. Attachment B – Vendor Contact Information Form
2. Attachment C – Vendor Conflict of Interest Disclosure Form
3. Attachment D – Responsible Vendor Review Form
4. Attachment E – Financial Review Form
5. Financial supporting documentation required by Attachment E
6. Attachment F – Minimum Requirements Acknowledgement

Folder 2. **Technical Reply:**

Vendor **shall submit** in this section the following:

1. Attachment G – Questionnaire and Requested Information
2. Supporting documentation requested by Attachment G

3. Attachment H – Network Access
4. Supporting documentation requested by Attachment H

Folder 3. Pricing:

Vendor **should submit** in this section the following:

1. Attachment I – Fees and Network Discounts

Folder 4. Terms and Conditions:

Vendor **should submit** in this section the following information:

1. Attachment J – Business/Corporate References Form
2 Attachment K – Corporate Background Form
3. Attachment L – Performance Guarantees
4. Attachment M – Standard Terms and Conditions for Medical and Prescription Benefits Program

3.7 REVIEW AND EVALUATION PROCESS: Citizens' Evaluation Committee members will conduct an independent review and evaluation of all responses meeting the requirements of this solicitation. Please note that Citizens, at its sole discretion, reserves the right at any time during the process to reject all Responses that are not in the best interest of Citizens.

A. PHASE 1 – RESPONSIVENESS REVIEW PERIOD: Only timely submitted Responses will be reviewed and evaluated by staff to determine if they include all mandatory submission requirements (as detailed in the Responsiveness Checklist on page 4 of this ITN), including whether the Response complies with the Pass/Fail requirements identified in Attachment F. Failure to meet any of these requirements may render a response non-responsive and result in rejection.

As a part of this procurement, Vendors must also receive a "PASS" determination regarding financial stability, viability and capacity as described within Attachment D & Attachment E. This information will be reviewed by Citizens' Vendor Management Office, with the assistance of an independent CPA, to evaluate and determine Vendor's financial stability, viability, and capacity on a PASS/FAIL basis.

B. PHASE 2 – EVALUATION OF RESPONSES: Responses that successfully pass all mandatory criteria will advance to the Evaluation Committee and the following process will apply: The Evaluation Committee will review and score Vendors' Responses and a ranking will be determined. The Evaluation Committee will then meet in a Public Meeting to determine which Vendor(s) will advance to the Contract Negotiation Phase based on the written Response scores.

1. In all Responses, clarity is necessary. Evaluators are not expected to decipher vague, ambiguous, overly complex, or otherwise difficult to understand responses. Any information in a Response that is not clear may be down-scored.

2. **Scoring Methodology**: The table below provides the scoring methodology that will be used by the Evaluation Committee members when allocating evaluation scores. Responses are eligible to receive 100 points total.

   For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass / Fail criteria and the maximum number of points that may be awarded by category.

FOLDER	EVALUATION CRITERIA	MAXIMUM POINTS
Page 4 of this ITN	**Responsiveness Review**	Pass/Fail
Technical Reply	**Program Administrative and Support Services** *Attachment G - Questionnaire and Requested Information* • Benefits and Exclusions • Program Staff • Reporting • Data Security	35
	Network Management and Programs *Attachment G - Questionnaire and Requested Information* • Network Management • Programs	10
	Claims Processing, Member Services, and Innovation *Attachment G - Questionnaire and Requested Information* • Claims Processing • Member Services • Innovation	20
	Government Filings, Banking, Implementation, and Rebates *Attachment G - Questionnaire and Requested Information* • Government Filings • Banking • Implementation • Prescription Drug Rebates	10
	Provider Network Access *Attachment H – Network Access (GeoAccess)* • Network access	25
TOTAL POINTS		**100**

Questionnaire and Requested Information (Attachment G): Responses provided in Attachment G will be reviewed and scored by the evaluation committee.

Network Access (Attachment H): Responses provided in Attachment H will be scored consistent with the instructions provided on the instructions of the Attachment.

Fees and Network Discounts (Attachment I): Responses will not be scored and will be reviewed as part of the Negotiation phase.

Business/Corporate References Form (Attachment J): Vendor should submit a minimum of three (3) business / corporate references on the form provided. In order to ensure current expertise, services described by corporate references are requested to be ongoing or have been completed within the 36 months preceding the issue date of this solicitation. All references should also have two (2) years' experience with the proposed service. Each reference should include a paragraph describing how services are similar to those listed in this solicitation. References may be contacted to confirm the services provided as well as confirm the quality of services received. References will not be scored in the Evaluation Phase but may be used during the Negotiations Phase.

Corporate Background Form (Attachment K): Responses will not be scored and will be reviewed as part of the Negotiation phase.

Performance Guarantees (Attachment L): Responses will not be scored and will be reviewed as part of the Negotiation phase. Vendors should confirm their acceptance or non-acceptance of specified Performance Guarantees in the event they are advanced to the Negotiations Phase of this ITN.

Standard Terms and Conditions for Medical and Prescription Benefits Program (Attachment M): Responses will not be scored and will be reviewed as part of the Negotiation phase. Vendors should provide any redline edits should they be advanced to the Negotiations Phase of this ITN.

C. PHASE 2: NEGOTIATION PROCESS:

A. Vendors determined to be within the competitive range will be invited to proceed to negotiations. Citizens reserves the right to negotiate with any or all responsive and responsible Vendors, serially or concurrently, to determine the best-suited solution. The ranking of Responses indicates the perceived overall benefits of the proposed solution, but Citizens reserves the right to negotiate with other qualified Vendors as deemed appropriate.

B. Vendors that proceed to negotiations may be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular representatives of Vendor. Any written summary of presentations or demonstrations provided by Vendor shall include a list of persons attending on behalf of Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of Vendor's Response. Failure to provide requested information may result in rejection of the Response.

C. Before award, Citizens reserves the right to seek clarifications, to request Response revisions, and to request any information deemed necessary for proper negotiations with Vendor(s). If necessary, Citizens will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the contract model will serve Citizens' needs and is determined to provide the best value to Citizens.

D. Citizens reserves the right to cease negotiations with any Vendor, and Citizens may not issue a written request for a best and final offer (BAFO) to the Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request for BAFO to one or more of Vendors with which the negotiation team has conducted negotiations.

At a minimum, based upon the negotiation process, the BAFOs may contain:

- A revised Scope of Services;
- All negotiated terms and conditions to be included in final contract; and
- A final price offer.

Prior to contract execution, clarifying changes may be made to contract documents. If BAFOs are requested, they will be delivered to the Negotiation Committee for review. Citizens does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in its best interests.

E. The focus of the negotiations will be on achieving the solution that provides the best value to Citizens based upon the selection criteria and the requirements of this

solicitation. Citizens reserves the right to utilize subject matter experts, subject matter advisors and other advisors to assist the negotiation team with finalizing the selection criteria. The negotiation process may also include negotiation of the terms and conditions of the contract.

F. As part of the negotiation process, Citizens may contact references provided to obtain independent verification of the information contained in the Response and to assess the extent of success of the projects associated with those references. Citizens also reserves the right to contact references not provided by Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence negotiations and best value determination.

G. After negotiations are completed, the Negotiation Committee members will meet in a Public Meeting to discuss their findings, determine best value and recommend Vendor for contract award.

3.8 **SELECTION CRITERIA:** The focus of the Negotiation Committee will be on selecting the Vendor that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN and the following selection criteria:

i. Pricing terms together with the prior relevant experience and demonstrated ability of Vendor to effectively provide the Services requested;

ii. The ability to provide and maintain an adequate provider network; and

iii. The ability to track performance and quality assurance metrics.

The Negotiation Committee may modify or add to this selection criteria provided that such changes are disclosed in advance to Vendors engaged in such negotiations. The weight given to each criteria may vary among Negotiation Committee members. The Negotiation Committee members will not be required to numerically score Vendors; the final decision of which Vendor will be recommended for award may be made based by a majority vote of the Negotiation Committee members.

SECTION 4
SOLICITATION GENERAL CONDITIONS

4.1 **PROTESTS:** There are two conditions under which this solicitation may be challenged:

1. There may be a protest of the terms, conditions, and specifications contained in the solicitation, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, reserving rights for further negotiations, or modifying or amending any contract. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after the posting of the solicitation or any addenda (excluding Saturdays, Sundays and Citizens' holidays);** or

2. A person adversely affected by Citizens' decision or intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c) may challenge the decision**. A written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of its decision or intended decision.**

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedures: Procurement Protests (Section 4-5.00). Questions to the Procurement Officer do not constitute a notice of a protest.

Any protest concerning this solicitation shall be governed by Section 627.351(6)(e), F.S., and Citizens' Board of Governors Procedures: Procurement Protests at: https://www.citizensfla.com/shared/generalInfo/pdf/ProcurementProtestsProcedure.pdf. Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of the notice of intent to protest or the formal written protest is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2312 Killearn Center Blvd, Building A Tallahassee, FL 32309
Email: Agency.Clerk@citizensfla.com

4.2 **CORPORATE CHANGE:** If a Vendor is involved in a sale, purchase, merger, or other change in ownership after submission of its response, Vendor must promptly inform Citizens. Citizens will not award a contract to an entity other than the Vendor named in the Response unless Vendor provides advance notice and Citizens approves of the substitution prior to the notice of an intended award.

4.3 **COSTS OF PREPARING RESPONSES:** Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including costs for materials, meetings and/or travel, if applicable.

4.4 **DISPOSAL OF RESPONSES:** Other than the Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Response received in response to this solicitation. Selection or rejection of the Response will not affect this right**.**

4.5 **ELECTRONIC POSTING:** Citizens will electronically post all notices, solicitation documents and addenda on Citizens' website which is located at https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm.

4.6 **FIRM RESPONSE:** The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from the Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.

4.7 **WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of the Vendor, delivered to the Procurement Officer before the opening date listed in the competitive solicitation. Any Response submitted, and not properly withdrawn, shall remain a valid Response for one hundred and eighty (180) calendar days after the opening date. All Responses submitted shall remain the property of Citizens and may be subject to the Public Record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.

4.8 **MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to waive minor irregularities when to do so would be in the best interest of Citizens. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of Citizens. At its option, Citizens may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, Citizens may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, Citizens will not request and a vendor may not provide Citizens with additional materials that affect the price of the reply or that give the vendor an advantage or benefit not enjoyed by other vendors. Citizens may reject any Response with a material deviation or Response not submitted in the manner specified by the solicitation documents.

4.9 **MISREPRESENTATION:** All information provided and representations made by the Vendor are material and important and will be relied upon by Citizens in awarding the contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Response. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including renewal period.

4.10 **NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST:** The Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. The Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the services required under this solicitation.

4.11 **ACCEPTANCE OF TERMS:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions unless otherwise specified, as indicated in the competitive solicitation.

4.12 **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any verbal discussions with a Citizens' employee. Only written

communications from authorized Citizens' staff will be considered as authorized on behalf of Citizens.

4.13 **NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE:** In the event that a Contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to contract for substitute services through negotiations with another eligible Vendor under this solicitation.

4.14 **DEMONSTRATION OF CAPABILITIES:** Prior to awarding a contract, Citizens reserves the right to request one or more demonstrations of the Vendor's product to verify that functionality meets the stated requirements and generally meets Citizens' need for ease of use. In an ITB or RFP, prior to award, the highest ranked Vendor may be asked to demonstrate in a presentation that they fully meet all required specifications in this solicitation. Should that Vendor not fully demonstrate its capabilities, then the Vendor with the next highest score will be required to demonstrate its capabilities of meeting all the required specifications in this solicitation. This process will be repeated until a Vendor meeting all required specifications is identified.

4.15 **CONSIDERATION OF TERMS AND CONDITIONS:** Citizens expects to include the terms and conditions listed in Attachment M within the contract resulting from this solicitation. These terms are expected, but are not disqualifiers, so long as they are negotiated to the satisfaction and agreement of Citizens during the negotiation process of this ITN.

[END OF DOCUMENT]