EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 At the request of the MCHCP Board of Trustees, the claims auditor shall perform a comprehensive and objective review of pharmaceutical claims to determine if the claims were adjudicated accurately and rebates and CMS payments were properly applied in accordance with the contract and plan design. There are two distinct pharmacy plans to be audited -- a commercial plan incorporating both PPO and high deductible plan designs, and an Employer Group Waiver Plan (EGWP) Medicare prescription drug plan. The scope includes claims paid on behalf of MCHCP members assigned to one of the two drug plans for calendar year 2026 for pharmaceutical claims processed by MCHCP's pharmacy benefits manager (PBM), Express Scripts.

B2. CATEGORIES FOR REVIEW

B2.1 The audit scope incorporates categories of review, as outlined below. The following list is not intended to be exclusive. The proposer is encouraged to suggest additional criteria to enhance the appropriateness of the review. Descriptions of each item are further described in Sections B3, B4, and B5. The contractor must request paid claims data from Express Scripts covering the time period of the audit to complete the reviews.

B2.1.1 **Claims Pricing (Discount) Accuracy Review**, which requires analyzing 100 percent of the claims for each of the two pharmacy plans incurred in the time period of the audit to confirm pricing accuracy.

B2.1.2 **Benefit Design Accuracy Review**, which requires analyzing 100 percent of the claims to validate application of plan benefits designed for each of the two pharmacy plans.

B2.1.3 **Rebate Review**, which requires identification of the top manufacturers for the commercial plan and the top manufacturers for the EGWP), and comparing the rebates credited to MCHCP under each manufacturer's contract with Express Scripts for a period to be determined following contract award. In addition, the rebate review requires confirmation that MCHCP received all CMS payments made on behalf of MCHCP EGWP members.

B3. CLAIMS PRICING (DISCOUNT) ACCURACY REVIEW

B3.1 The contractor must aggregate the discounts achieved for both brand name drugs and generic drugs.

B3.2 The contractor must investigate whether the proper adjudication logic, as outlined in MCHCP's contract with Express Scripts, was selected for all claims.

B3.3 The aggregated discounts will then be compared to the contract guarantees to determine the degree to which Express Scripts met, exceeded, or fell short of the threshold. To the extent a shortfall is identified, the contractor will identify the amount of the shortage and work directly with Express Scripts to true-up any refund to MCHCP

for 2026 claims. The contractor shall also review for proper categorization of drugs used to determine discounts, i.e., test for characterization shifting from generic to brand which may have inflated discounts. The contractor shall analyze and test the dispensing fees against contractual guaranteed amounts.

B4. BENEFIT DESIGN ACCURACY REVIEW

B4.1 The contractor must review 100 percent of claims to determine whether claims were adjudicated in accordance with the plan designs for the PPO, high deductible and EGWP plans specified in the PBM contract.

B4.2 The contractor must investigate whether the claims were adjudicated using appropriate member cost-sharing requirements for PPO, high deductible and EGWP plan types.

B4.3 The contractor must investigate whether mail order claims were processed with no errors (i.e., dosage, strength, and auto-refilled at the correct time to minimize stockpiling).

B5. REBATE REVIEW

B5.1 The contractor shall confirm that MCHCP received one hundred percent of manufacturer rebates, administrative fees and inflation protection. A separate review shall be done for the commercial plan (PPO and high deductible) and the EGWP as the manufacturer arrangements may be different between the two plans.

B5.2 The contractor shall confirm that MCHCP received one hundred percent of CMS payments made on behalf of EGWP members in accordance with the contract.

B6. DELIVERABLES AND REPORTING

B6.1 The contractor shall keep MCHCP apprised of audit progress throughout the process.

B6.2 The bidder shall provide a draft project plan outlining the projected time to complete the audit. In consultation with MCHCP, a final project plan must be completed within fifteen (15) days of contract award.

B6.3 The contractor shall provide a comprehensive, detailed written report to include the methodology used, the claims and performance review findings, and recommendations. This will be provided to MCHCP staff prior to submission to the audited entity to ensure compliance with the scope of the audit.

B6.4 The contractor shall provide MCHCP the final draft report and then, in person or virtually, present the report to the MCHCP Board of Trustees in Jefferson City, MO. MCHCP will not reimburse separately for travel expenses. Upon approval by the Board of Trustees, the contractor shall issue the final report.

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

Whenever the following words and expressions appear in this Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

C1.1 **Amendment** means a written, official modification to an RFP or to a contract.

C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.

C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.

C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

C1.7 **May** means that a certain feature, component, or action is permissible, but not required.

C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.

C1.10 **Off-shore** means outside of the United States.

C1.11 **Participant** has the same meaning as the word member.

C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed by the bidder prior to the specified proposal filing date and time.

C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by the Proposal Tech system.

C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:

C1.16.1 Audiologist (AUD or PhD);
C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
C1.16.5 Chiropractor;
C1.16.6 Licensed Clinical Social Worker
C1.16.7 Licensed Professional Counselor (LPC);
C1.16.8 Licensed Psychologist (LP);
C1.16.9 Nurse Practitioner (NP);
C1.16.10 Physician Assistant (PA);
C1.16.11 Occupational Therapist;
C1.16.12 Physical Therapist;
C1.16.13 Speech Therapist;
C1.16.14 Registered Nurse Anesthetist (CRNA);
C1.16.15 Registered Nurse Practitioner (ARNP); or
C1.16.16 Therapist with a PhD or Master's Degree in Psychology or Counseling.

C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

C1.18 **Respondent** means any party responding in any way to this RFP.

C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.21 **Shall** has the same meaning as the word must.

C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be submitted through the Ask Question feature of the Proposal Tech application, as indicated on the last page of the *Introduction and Instructions* section of the RFP. Such communication must be received no later than Thursday, November 12, 2026.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted above might not be answered.

It is the responsibility of the bidder to identify and explain any part of their response that does not conform to the requested services described in this document. Without documentation provided by the bidder, it is assumed by MCHCP that the bidder can provide all services as described in this document.

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3. PREPARATION OF PROPOSALS

C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.

C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

C4.1 The bidder agrees that from the date of the bidder's response to this RFP through the date for which a contract is awarded, the bidder shall immediately disclose to MCHCP:

C4.1.1 Any material adverse change to the financial status or condition of the bidder;

C4.1.2 Any merger, sale or other material change of ownership of the bidder;

C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and

C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 Any bidder offering to provide services must be able to sign a Business Associate Agreement (BAA) (see Exhibit A-5) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP**. The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.