

## PBM Questionnaire

MCHCP requires that you provide concise answers to any questions requiring an explanation or thorough response. Please note there is a 1,000 character limit placed on all textual responses. MCHCP expects that you will provide explanations and responses within the parameters of this questionnaire. Unless specifically stated, responses to the questionnaire are assumed to apply to both the Commercial and EGWP populations.

### Proprietary Statement

**1.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been executed or all proposals are rejected. MCHCP maintains copies of all bid file material for review. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, all material submitted by the bidder in conjunction with this RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.**

- Confirmed
- Not confirmed (please explain)

**Minimum Requirements - To be considered for award, the following minimum requirements must be met:**

**2.1 Licensing: PBM must be licensed as necessary to do business in the State of Missouri to perform the duties described in this RFP and be in good standing with the office of the Missouri Secretary of State. MCHCP requires the contractor comply with all state and federal laws, rules and regulations affecting their conduct of business.**

- Confirmed
- Not confirmed (please explain)

**2.2 Experience: PBM must have been in the PBM business for a minimum of five years.**

- Confirmed
- Not confirmed (please explain)

**2.3 Commercial PBM Size: PBM must currently administer commercial prescription drug benefits to at least 500,000 covered lives and administer prescription drug benefits for at least two large employer groups with 50,000 covered lives or more. The bidder must be willing to disclose the names of the large employer clients if requested.**

- Confirmed
- Not confirmed (please explain)

**2.4 EGWP PBM Size: PBM must currently administer Medicare Employer Group Waiver Plan (EGWP) prescription drug benefits to at least 100,000 covered lives and administer EGWP prescription drug benefit for at least two large employer groups with 10,000 covered lives or more.**

- Confirmed
- Not confirmed (please explain)

**2.5 Impact of Award: PBM must certify that, if awarded a contract, the bidder would not increase its total annual claim payment volume by more than 25 percent with the addition of this business. MCHCP actual pharmacy claims (before rebates) were \$373 million through November, 2025 and are estimated to exceed \$405 million for the 2025 calendar year (commercial and EGWP). Pharmacy trend is estimated to be 12 percent for 2026 and 2027. The bidder must only use their book of business as of the proposal submission date and MCHCP's pharmacy expenses when calculating the percentage increase. Business not yet awarded may not be used in the calculation.**

- Confirmed
- Not confirmed (please explain)

**2.6 Bankruptcy and Legal: PBM must not have any bankruptcy filings within the last 5 years; and Bidder's senior officers, board members, or directors must not have any felony convictions, and they must not have been excluded from Medicare.**

- Confirmed
- Not confirmed (please explain)

**2.7 Contract Term: PBM agrees to a one-year contract term with renewals for years 2, 3 and 4.**

- Confirmed
- Not confirmed (please explain)

**2.8 EGWP: PBM must have or have a subcontractor that has a 2026 contract in place with CMS and be approved to provide Employee Group Waiver Plan (EGWP) services similar in scope and size that is currently in place for MCHCP today. The bidder must be able to administer a commercial wrap for the EGWP program.**

- Confirmed
- Not confirmed (please explain)

**General Bid Conditions**

The following addresses each bid, contract, and service requirement. Please review this section thoroughly to determine your ability to meet these requirements. Indicate "agree" or "disagree" as to your organization's ability to comply. If you are unable to meet any of the following requirements, you must reference them and propose specific alternative language on Exhibit A-3 Proposed Bidder Modifications, provided with this RFP. All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any of MCHCP's requirements may result in disqualification of the proposal. These requirements will also explicitly apply to any subcontractors used by the Bidder to deliver services to MCHCP.

**3.1 Award or Rejection: The contract award will be made to PBM whose proposal is deemed to be in the best interest of MCHCP. MCHCP reserves the right to reject any or all proposals. Proposals will not be returned.**

- Agree
- Disagree (please explain)

**3.2 RFP Costs: Any cost incurred by PBM in preparing or submitting proposals or attending Oral Presentations is PBM's sole responsibility.**

- Agree
- Disagree (please explain)

**3.3 Time for Acceptance: PBM agrees to be bound by its proposal until January 1, 2027, during which time MCHCP and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.**

- Agree
- Disagree (please explain)

**3.4 Oral Explanations: MCHCP will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.**

- Agree
- Disagree (please explain)

**3.5 PBM's Representative: The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees, and terms presented will be considered legally binding.**

- Agree
- Disagree (please explain)

**3.6 Rights to Claims Data: All MCHCP's claims data is the property of MCHCP and must be returned upon request. PBM confirms and agrees that the data and information, which may include protected health information related to MCHCP's members and beneficiaries, provided under this RFP is and shall remain the property of MCHCP. PBM is not granted any right, title, or interest in any claims data. PBM may use and disclose MCHCP's claims data solely as necessary to effectuate the purpose of this RFP and will not use, disclose, decompile, or reverse engineer, any of MCHCP's claims data for any purpose outside of this RFP. Specifically, PBM will not de-identify any of MCHCP's claims data or aggregate claims data (whether de-identified) with data received from the bidder's other clients, customers, or data sources.**

Agree  
 Disagree (please explain)

**3.7 Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in Exhibit A-3 Proposed Bidder Modifications. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.

Agree  
 Disagree (please explain)

**3.8 Contract Terms and Conditions:** MCHCP reserves the right to negotiate provisions in addition to those contained in this RFP with the successful PBM. The contents of this RFP, as revised and/or supplemented, and the successful PBM's proposal will be incorporated into and become part of the contract.

Agree  
 Disagree (please explain)

**3.9 Everything provided to MCHCP in writing by PBM is binding upon the PBM.** MCHCP expects that all oral explanations or instructions will be made in good faith, and MCHCP reserves the right to request that any oral explanations and commitments be provided in writing.

Agree  
 Disagree (please explain)

**3.10 PBM agrees there will be no initial or ongoing commissions or finder's fees payable on any plan or services as a result of this RFP.**

Agree  
 Disagree (please explain)

**3.11 PBM will accept liability for any mistakes, errors, or omissions it makes in providing services to MCHCP and its members.** Bidder agrees to promptly notify MCHCP upon the discovery of any mistakes, errors, or omissions made by it or any of its affiliates, subcontractors, or agents in the provision of services to MCHCP or its members.

Agree  
 Disagree (please explain)

**3.12 PBM agrees to negotiate any resulting contract in good faith and further agrees that it will not refuse a request for contract edit based solely upon PBM maintaining standard language in all agreements.** PBM agrees that any edit in rejection of MCHCP language will be accompanied by a thorough and transparent explanation for the rejection.

Agree  
 Disagree (please explain)

**3.13 MCHCP may carve out specialty pharmacy and any other specialty services of the PBM, if determined to be in the best interests of MCHCP.**

Agree  
 Disagree (please explain)

## Company Overview

**4.1 Provide the location of your office(s) that would be responsible for managing the MCHCP contract.**

Response

**4.2 Has your organization experienced recent merger or acquisition activity? If so, please describe.**

Yes (please describe)  
 No

**4.3 Has your organization recently undergone any workforce realignments? If so, please describe.** Yes (please describe) No**4.4 Are there any anticipated changes in ownership or business developments, including, but not limited to, mergers, stock issues, and the acquisition of new venture capital? If so, please explain.** Yes (please explain) No**4.5 Does your company have any current or pending litigation? If yes, please explain.** Yes (please explain) No**4.6 Describe any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-36 months?**

Staff relocations

Computer system changes/upgrades

Telephone system changes

Other

**4.7 What are the most recent ratings for your company by the following?**

	Rating	Date (MM/DD/YYYY)
A.M. Best	<input type="text"/>	<input type="text"/>
Fitch	<input type="text"/>	<input type="text"/>
Moody's	<input type="text"/>	<input type="text"/>
Standard and Poor's	<input type="text"/>	<input type="text"/>

**4.8 If your rating has changed within the past 12 months for any of the rating agencies, please explain.** Rating has not changed Rating has recently changed (please explain)**4.9 Is your organization:** Privately held Publicly traded A Mutual Holding Company Other (please describe)**4.10 Confirm you have uploaded the most recent two years of your firm's audited financial statements. Upload the statements to the Reference Files from Vendor section, and name the file "Q4.10 Audited Financial Statements".** Confirmed Not confirmed (please explain)**4.11 How many group commercial contracts do you presently insure or administer? Provide the number of lives covered for each of the top 5 largest clients.**

Number of group commercial contracts presently insured or administered

Number of covered lives of largest client

Number of covered lives of 2nd largest client

Number of covered lives of 3rd largest client

Number of covered lives of 4th largest client

Number of covered lives of 5th largest client

**4.12 How many group EGWP contracts do you presently insure or administer? Provide the number of lives covered for each of the top 5 largest clients.**

Number of group EGWP contracts presently insured or administered

Number of covered lives of largest client

Number of covered lives of 2nd largest client

Number of covered lives of 3rd largest client

Number of covered lives of 4th largest client

Number of covered lives of 5th largest client

**4.13 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q4.13 Economic Impact".**

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**4.14 How do you support clients who want to carve in or out certain services (e.g., specialty, manufacturer support, patient assistance navigation)? Do you charge penalties for doing so?**

Response

**4.15 Describe your experience with public sector clients such as state government, universities, school districts, and local governments.**

Response

**Formulary Management**

**5.1 Provide the name of the Commercial Formulary you are proposing to MCHCP, along with a brief description (e.g., open, managed, mandatory exclusions, etc.)**

Response

**5.2 Confirm you have uploaded a copy of the abridged commercial formulary member document. Upload the file to the Reference Files from Vendor section, and name the file "Q5.2 Abridged Commercial Formulary".**

Confirmed

Not confirmed (please explain)

**5.3 Provide the name of the Part D EGWP formulary you are proposing to MCHCP, along with a brief description (e.g., open, managed, mandatory exclusions, etc.)**

Response

**5.4 Confirm you have uploaded a copy of the abridged EGWP formulary member document. Upload the file to the Reference Files from Vendor section, and name the file "Q5.4 Abridged Part D EGWP Formulary".**

Confirmed

Not confirmed (please explain)

**5.5 If applicable, provide the name of the Specialty Formulary you are proposing to MCHCP for its Commercial PBM.**

Response



**5.6 If different from the document provided in Q5.2 above, provide a copy of the abridged commercial specialty formulary document. Upload the document to the Reference Files from Vendor section, and name the file "Q5.6 Abridged Commercial Specialty Formulary".**

- Document has been uploaded
- Document has not been uploaded (please explain)
- Not applicable



**5.7 If applicable, provide the name of the Specialty Formulary you are proposing to MCHCP for its EGWP PBM.**

Response



**5.8 If different from the document provided in Q5.4 above, provide a copy of the abridged Part D EGWP specialty formulary document. Upload the document to the Reference Files from Vendor section, and name the file "Q5.8 Abridged EGWP Specialty Formulary".**

- Document has been uploaded
- Document has not been uploaded (please explain)
- Not applicable



**5.9 Confirm all Pricing Guarantees in this RFP are based on the PBM's lowest net cost formulary.**

- Confirmed
- Not confirmed (please explain)



**5.10 Define what lowest net cost means in your organization and explain how the proposed formulary aligns with lowest net cost.**

Response



**5.11 Confirm the PBM will allow members to obtain formulary excluded drugs with a prior authorization for medical necessity under your proposed offer without impacting the proposed rebates.**

- Confirmed
- Not confirmed (please explain)



**5.12 Confirm rebates received for drugs covered under medical necessity review will be passed to MCHCP.**

- Confirmed
- Not confirmed (please explain)



**5.13 Confirm MCHCP has the right to opt in or opt out of any additional non-specialty/specialty formulary drug exclusions during the term of the contract without penalty or an impact to the contractual pricing.**

- Confirmed
- Not confirmed (please explain)



**5.14 Provide the number of drug exclusions for both the Commercial PBM and Part D EGWP PBM.**

Commercial

EGWP

**5.15 Confirm you have completed the Excluded Drug List tab of Exhibits A-8 and A-9.**

- Confirmed
- Not confirmed (please explain)



**5.16 For the Commercial PBM, indicate below potential disruption due to utilization management rules such as quantity limits, prior authorization, and step therapy that are built into your proposed formulary. If none apply, please indicate as such by entering "0" in the chart.**

	Total number of unique utilizers impacted	Total number of unique prescriptions impacted
Prior Authorization: Impacted by formulary required prior authorizations	<input type="text"/>	<input type="text"/>
Step Therapy: Impacted by formulary required step therapy	<input type="text"/>	<input type="text"/>
Quantity Limits: Impacted by formulary required quantity limits	<input type="text"/>	<input type="text"/>
Total Number of Unique Utilizers Impacted	<input type="text"/>	<input type="text"/>

**5.17 For the EGWP PBM, indicate below potential disruption due to utilization management rules such as quantity limits, prior authorization, and step therapy that are built into your proposed formulary. If none apply, please indicate as such by entering "0" in the chart.**

	Total number of unique utilizers impacted	Total number of unique prescriptions impacted
Prior Authorization: Impacted by formulary required prior authorizations	<input type="text"/>	<input type="text"/>
Step Therapy: Impacted by formulary required step therapy	<input type="text"/>	<input type="text"/>
Quantity Limits: Impacted by formulary required quantity limits	<input type="text"/>	<input type="text"/>
Total Number of Unique Utilizers Impacted	<input type="text"/>	<input type="text"/>

**5.18 In addition to completing the Formulary Disruption tab of Exhibit A-8, complete the following table for the Commercial PBM. Provide the top 10 excluded maintenance drugs and their formulary alternatives.**

	Name of drug	Number of members impacted	Percent of total members	Number of scripts impacted	Percent of total scripts (including all brands and generics)	Name of preferred alternative
#1 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#2 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#3 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#4 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#5 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#6 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>

#7 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#8 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#9 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#10 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>

**5.19** In addition to completing the Formulary Disruption tab of Exhibit A-9, complete the following table for the EGWP PBM. Provide the top 10 excluded maintenance drugs and their formulary alternatives.

	Name of drug	Number of members impacted	Percent of total members	Number of scripts impacted	Percent of total scripts (including all brands and generics)	Name of preferred alternative
#1 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#2 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#3 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#4 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#5 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#6 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#7 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#8 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
#9 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>

#10 Drug that is moving from covered to not covered/excluded based on impacted members	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %	<input type="text"/>
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**5.20 Confirm MCHCP will still earn minimum guarantee rebates and pass-through of actual rebates on drugs or products that are moved from a preferred tier to a non-preferred tier if members continue to utilize this product.**

- Confirmed
- Not confirmed (please explain)

**5.21 Confirm that the PBM's rebate guarantees shall take into consideration anticipated movement of brand drugs to generic drugs throughout the term of the contract.**

- Confirmed
- Not confirmed (please explain)

**5.22 Where are biosimilars currently positioned on the formularies you are proposing for MCHCP and what steps are you taking to increase their utilization?**

Response

**5.23 Do you prioritize biosimilars and generics over brand-name drugs when clinically appropriate, even if it means forfeiting higher rebate payments? If so, provide examples.**

- Yes (provide examples)
- No (please explain)

**5.24 What controls are in place to ensure your internal teams (clinical, pricing, rebate, contracting) are free from financial conflicts of interest when making formulary or utilization decisions?**

Response

**5.25 Does your proposed formulary include any brand over generic strategies? If so, provide the products subject to these strategies as well as the financial justification (e.g., savings) achieved through these protocols. Upload the list of products to the Reference Files from Vendor section, and name the file "Q5.25 Brand over Generics".**

- Yes, and document has been uploaded
- Yes, and document has not been uploaded (please explain)
- No

**5.26 Do you outsource clinical program development or Pharmacy and Therapeutics Committee review?**

- Yes (please describe)
- No

**5.27 Is at least one of the P&T committee members a practicing pharmacist and one a practicing physician, independent and free of conflict with respect to the plan and pharmaceutical manufacturers?**

- Yes (please describe)
- No (please explain)

**5.28 Confirm 100% of savings due to utilization management edits and clinical programs will be returned to MCHCP.**

- Confirmed
- Not confirmed (please explain)

**5.29 Provide your preferred Humira and Stelara biosimilars and strategy behind them.**

Humira

Stelara

**5.30 Do you utilize a wasteful drug list?**

- Yes (please describe)
- No (please explain)

**Clinical Programs**

**6.1 Confirm you have completed the Clinical Programs tab of Exhibits A-8 and A-9. Any proposed program should not be reflected in the current pricing and will be an add on during install.**

- Confirmed
- Not confirmed (please explain)

**6.2 Confirm the financial proposals (both rebate and non-rebate guarantees) submitted for Commercial PBM and Part D EGWP PBM will NOT be contingent on participation in any proposed clinical management programs, group medical or behavioral health programs proposed by you or any other vendor other than programs that are requested by MCHCP.**

- Confirmed
- Not confirmed (please explain)

**6.3 Provide a full description of the UM criteria you intend to follow for GLP-1 medications. Confirm that adoption of this UM criteria is reflected in your financial offer.**

Response

**6.4 Confirm the PBM will keep accurate and detailed information regarding every prior authorization the PBM approves and such information will be available for MCHCP's review or its auditor's review upon request.**

- Confirmed
- Not confirmed (please explain)

**6.5 Confirm the average turnaround time of all PA reviews will not exceed 24 hours from the point all necessary information is received by the PBM from the provider.**

- Confirmed
- Not confirmed (please explain)

**6.6 The PBM will NOT implement, administer, or allow any program that results in the conversion from lower discounted ingredient cost drug products to higher ingredient cost drug products or increases the member's cost share without the prior written consent of MCHCP or its designee.**

- Agree
- Disagree (please explain)

**6.7 The PBM will NOT implement, administer, or allow any program or procedure directed toward any party that influences or results in the change of a drug a member is taking to another drug without MCHCP's understanding and written approval of that program or procedure.**

- Agree
- Disagree (please explain)

**6.8 Confirm the PBM will reconcile the billing to incorporate only those clinical programs expressly elected by MCHCP.**

- Confirmed
- Not confirmed (please explain)

**6.9 Confirm the PBM will provide quarterly savings estimates for each clinical program selected. The savings estimates should be based on pharmacy claims data only and be calculated consistent with**

**MCHCP's expectations.**

- Confirmed
- Not confirmed (please explain)

**Pharmacy Network Management****7.1 Describe the pharmacy network being proposed for MCHCP.**

Response

**7.2 Confirm the pricing guaranteed in this RFP reflects the PBM's broadest retail 30/90 national network that includes all national retail chains similar to what is currently in place. Indicate the name of the proposed broad retail national network.**

- Confirmed (provide name of network)
- Not confirmed (please explain)


**7.3 Confirm whether mail order pharmacies such as Pillpak, Amazon, Hims & Hers Health, Get Roman, Cuban, etc. that do not have traditional "brick and mortar" locations are or are not part of your proposed retail network.**

- Yes, included in proposed network
- No, not included in proposed network

**7.4 Confirm the PBM will not charge MCHCP or offset any costs from a pharmacy audit recovery even if the PBM has to pursue additional collection action to recover pharmacy audit discrepancies.**

- Agree
- Disagree (please explain)

**7.5 Confirm the PBM will maintain the retail pharmacy audit recovery fee paid to the PBM at 0% of the collections throughout the life of the contract.**

- Agree
- Disagree (please explain)

**7.6 Confirm the PBM will reimburse retail pharmacies at least their acquisition cost of the drug.**

- Confirmed
- Not confirmed (please explain)

**7.7 Describe the PBM process for retail pharmacies to dispute a reimbursement.**

Response

**7.8 Confirm the PBM will not retrospectively claw back pharmacy reimbursements without sufficient documentation of the reason for the retrospective adjustment.**

- Confirmed
- Not confirmed (please explain)

**7.9 Describe your process for building and managing retail pharmacy networks. Are any networks owned, controlled, or financially affiliated with your organization?**

Response

**7.10 Will you allow MCHCP to tailor pharmacy network configurations to align with utilization patterns, 340B strategies, or preferred local pharmacies? If yes, provide examples.**

- Yes (please describe and provide examples)
- No (please explain)



**7.11 Confirm you have an established, successful partnership with a company providing mail order**

pharmacy services, either through ownership or subcontractor relationship, and can provide services similar in scope and size that is currently in place for MCHCP.

- Confirmed (please describe)
- Not confirmed (please explain)

**7.12 Confirm you have an established, successful partnership with a specialty pharmacy company or a specialty pharmacy network either through ownership or subcontractor relationship, and can provide services similar in scope and size that is currently in place for MCHCP.**

- Confirmed (please describe)
- Not confirmed (please explain)

**7.13 Do you require clients to use specific specialty pharmacies or affiliated dispensing entities? If so, please disclose any ownership relationships.**

- Yes (please describe)
- No

**7.14 Do you require specialty prescriptions to be funneled through a PBM-owned pharmacy? If so, please describe any markup models, revenue arrangements, and limits on MCHCP opt-out.**

- Yes (please describe)
- No

## Adjudication Platform

**8.1 Describe your adjudication platform and the technology behind it.**

Response

**8.2 Discuss any unique features of your adjudication platform, including the ability to support complex benefit setups.**

Response

**8.3 Are there capacity limitations associated with the number of claims your system is able to process?**

- Yes (please explain)
- No

**8.4 What is the size of the largest client currently on your platform in terms of lives and scripts?**

Lives

Scripts

**8.5 How many claims is your platform able to process monthly?**

Number of claims monthly

**8.6 Describe your ability to integrate point solutions across multiple vendors.**

Response

**8.7 The PBM agrees to maintain sufficient system capacity to meet the service specifications outlined herein and subsequently in the agreement(s) between PBM and MCHCP.**

- Confirmed
- Not confirmed (please explain)

**8.8 Confirm the PBM will notify MCHCP within 8 hours if the PBM's claim system experiences, or is scheduled to experience, delays or shut down that either: a) exceeds the PBM's internal standards in this area, or b) would have an adverse impact on claim payment or customer service.**

- Confirmed
- Not confirmed (please explain)

#### Member Communications

**9.1 Confirm that MCHCP will have the ability to customize member communications for the Commercial PBM at no additional charge.**

- Confirmed
- Not confirmed (please explain)

**9.2 Confirm you have uploaded a sample member communication packet for the Commercial PBM. Upload the file to the Reference Files from Vendor section, and name the file "Q9.2 Sample Commercial Member Communications Packet".**

- Confirmed
- Not confirmed (please explain)

**9.3 The PBM agrees to obtain MCHCP's approval for all member communication materials before distribution to members.**

- Confirmed
- Not confirmed (please explain)

**9.4 Confirm that you will provide all CMS-required member communications and that this is included in your base administrative fee.**

- Confirmed
- Not confirmed (please explain)

**9.5 Confirm that MCHCP will have the ability to customize EGWP member communications at no additional charge when permitted by CMS.**

- Confirmed
- Not confirmed (please explain)

**9.6 Confirm you have uploaded a sample member communication packet for the EGWP PBM. Upload the file to the Reference Files from Vendor section, and name the file "Q9.6 Sample EGWP Member Communications Packet".**

- Confirmed
- Not confirmed (please explain)

#### Commercial PBM Confirmations

**10.1 Confirm that you are able to duplicate the current commercial plan design. Please describe any exceptions.**

- Confirmed
- Not confirmed (please explain)

**10.2 Confirm you will have a program in place to prevent and detect internal and external fraud and fraudulent practices. The program must have the ability to screen for potential fraud and systematically review provider claims. The PBM will promptly report its fraud findings to MCHCP and any corrective measures, where necessary.**

- Confirmed
- Not confirmed (please explain)

**10.3 Confirm the PBM will terminate a member within 24 hours of receiving a termination notice from MCHCP.**

- Confirmed
- Not confirmed (please explain)

#### Part D EGWP PBM Confirmations and Questions

##### 11.1 Do you maintain a CMS approved prescription drug Medicare Part D plan in the form of an EGWP?

- Yes (please describe)
- No (please explain)





##### 11.2 Will the PBM provide Medicare Part D EGWP PBM services including claim adjudication, network management, member services, clinical and formulary management, or will it be subcontracted? If subcontracted, list the subcontractor name and describe the level of responsibility you are willing to take for their services.

- PBM (Bidder) will provide
- Subcontractor will provide (please explain)



##### 11.3 Provide your Medicare Part D Star rating, including the date of the most recent rating.

Response



##### 11.4 Describe any supplemental and/or enhanced benefits you are offering.

Response



##### 11.5 Describe how your plan covers emergency services incurred outside of the U.S.

Response



##### 11.6 Confirm that your organization will report all CMS and Manufacturer paid and anticipated revenues as detailed in this RFP.

- Confirmed
- Not confirmed (please explain)



##### 11.7 Confirm that your P&T Committee or your subcontractor's P&T Committee meets CMS' requirements for objectivity and validity.

- Confirmed
- Not confirmed (please explain)



##### 11.8 Confirm that you will provide all CMS required filings related to formulary, medication therapy management (MTM), and other clinical programs on a timely basis.

- Confirmed
- Not confirmed (please explain)



##### 11.9 Confirm that you will provide all CMS required filings related to certification of compliance to all waste, fraud, and abuse requirements.

- Confirmed
- Not confirmed (please explain)



##### 11.10 Confirm you will have a program in place to prevent and detect internal and external fraud and fraudulent practices. The program must have the ability to screen for potential fraud and systematically review provider claims. The PBM will promptly report its fraud findings to MCHCP and any corrective measures, where necessary.

- Confirmed
- Not confirmed (please explain)



##### 11.11 Confirm you are able to administer a Medicare B vs. D program at point of sale, at no additional cost

to MCHCP.

- Confirmed
- Not confirmed (please explain)

**11.12 Confirm you will coordinate benefits with Medicare at point-of-sale to ensure members receive benefits seamlessly, including the routing of Part B drugs through the medical plan to CMS for Part B reimbursement, at no additional cost to MCHCP.**

- Confirmed
- Not confirmed (please explain)

**11.13 Describe how you will handle the following scenario to ensure that the retiree has no disruption in coverage: On 1/7/2027, the Plan notifies you, via an 834 file, that a non-Medicare retiree became Medicare Part B eligible on 1/1/2027 (retiree will need to be moved from the Commercial plan to the Part D EGWP plan).**

Response

**11.14 Describe how you will handle the following: The EGWP 834 file shows that on 1/1/2027 a new Medicare retiree enrolls in plans with a non-Medicare eligible spouse. Does your system have the capability to cover the Medicare retiree in the EGWP plan and the spouse in the Commercial plan (even though the non-Medicare eligible spouse does not show up on the Commercial 834 file)?**

Response

**11.15 Confirm you will process low-income premium subsidy refunds to members and MCHCP as well as low-income cost sharing refund requests to the members.**

- Confirmed
- Not confirmed (please explain)

**11.16 Confirm that your member appeals process meets all CMS Medicare Part D EGWP PBM service requirements.**

- Confirmed
- Not confirmed (please explain)

**11.17 Confirm that you agree that retirees who are disabled and on Medicare, but who are under age 65, are eligible for the Medicare Part D EGWP PBM plan proposed.**

- Confirmed
- Not confirmed (please explain)

**11.18 Do you agree to provide the following services under the EGWP PBM? Are the services included in your base administrative fee?**

	Agree to provide (included in base admin fee)	Agree to provide (not included in base admin fee)	Do not agree to provide (please explain)
Collect and validate Medicare MBI	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Research and resolve enrollment errors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Medication Therapy Management (MTM) Program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Monitor and track all changes made by CMS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Enrollment modifications resulting in Low-Income assistance as granted or removed by CMS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Benefit Consultation and Actuarial Equivalence validation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Fraud, Waste and Abuse Program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>
Grievance, Appeals (internal and external), and coverage determination - investigate and resolve	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 15px; border: 1px solid black; margin-left: 10px;" type="text"/>

complaints from the CMS Complaint Tracking Module			
Full enrollment reports (accepted, rejected, or CMS changes)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Evidence of Coverage (EOC)/ID Card/Abridged Formulary/Pharmacy Directory	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Annual Notices of Changes/EOC	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Low-Income Subsidy (LIS) Rider	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
LIS premium refunds directly to low-income retirees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Transition Letters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Explanation of Benefits (Monthly)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Receive and reconcile CMS Direct Subsidy (paid - 45 days after receipt), LIS, LICS, (Paid at time of reconciliation) and Catastrophic Payments (paid at time of reconciliation)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Reconcile LIS eligibility with CMS on a monthly basis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 
Manage TrOOP	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> <input type="text"/> 

#### 11.19 How will MCHCP's members be notified of the following events (phone, written document, other)?

	Phone	Written document	Other (please describe)
Plan change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 
New drug additions/formulary changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 
Change in pharmacy network	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 
Ineligible, banned, or recalled drug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 
Approaching true out of pocket limit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 
Generic substitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> 

#### Member Service

##### 12.1 Describe the member support model you provide.

Response  

##### 12.2 Are support representatives clinically trained?

Yes (please describe)  

No (please explain)  

##### 12.3 Do support representatives proactively reach out to members to resolve issues or only respond reactively?

Response  

##### 12.4 Do you offer live, real-time support for complex medication navigation (e.g., GLP-1s, prior authorizations, affordability options)?

Yes (please describe, including average response and resolution times)  

No (please explain)  

##### 12.5 Do your member tools allow for real-time pricing checks across a broad network of pharmacies?

Yes (please describe)  

No (please explain)

**12.6 Do your member tools provide real-time cost for both the member and the plan?**

Yes (please describe)

No (please explain)

**12.7 Do your member tools have the functionality to alert for cost-savings opportunities and support switching to lower cost solutions?**

Yes (please describe)

No (please explain)

**12.8 Do your member tools prioritize a PBM-owned fulfillment solution or encourage the use of a PBM-owned fulfillment solution?**

Yes (please describe)

No (please explain)

**12.9 Provide two examples of proactive outreach campaigns or support programs you have executed to drive member behavior change (e.g., transitions to biosimilars, cost-saving alternatives, adherence).**

Example 1

Example 2

**12.10 Are you offering EGWP-specific call centers? If so, describe how these call centers differ from the ones that are available to the Commercial population.**

Yes (please describe)

No (please explain)

**12.11 Confirm the PBM will not outsource member calls to a third-party.**

Confirmed

Not confirmed (please explain)

**12.12 All customer service operations requiring verbal communication with MCHCP and MCHCP's members will be performed in the United States (i.e., will not be provided offshore).**

Confirmed

Not confirmed (please explain)

**12.13 The PBM will not automatically enroll MCHCP in any programs that involve any type of communications with members or alterations of members' medications, without express written consent from MCHCP.**

Agree

Disagree (please explain)

**12.14 All member service call recordings and notes between the PBM and MCHCP's members will be made available timely to MCHCP upon request.**

Agree

Disagree (please explain)

**12.15 Confirm that multi-language communication and disabled (e.g., hearing-impaired) phone line support is included in the base administrative fee.**

Confirmed

Not confirmed (please explain)

**12.16 Provide a dummy login so that MCHCP can access a demo of the PBM's member websites. If not**

possible, upload an attachment with images of the PBM's member website layout. Upload the document to the Reference Files from Vendor section, and name the file "Q12.16 Website Images".

Response

12.17 The PBM agrees to the specified eligibility rules established by MCHCP for covered parties. PBM will communicate directly with MCHCP staff regarding any uncertain claimant eligibility situations before notifying the claimant directly of an ineligible status.

- Agree
- Disagree (please explain)

12.18 Provide the following current information regarding the proposed mail order facility:

Location

Days of operation

Hours of operation

Total scripts filled in 2024

Total scripts filled in 2025

Utilization as percent of capacity

 %

Average turnaround (no intervention)

Average turnaround (intervention required)

Generic dispensing rate

 %

Generic substitution rate

 %

12.19 Provide the PBM's 2024 and 2025 turnover rate for the call center proposed for MCHCP.

2024

 %

2025

 %

Audit Rights

13.1 Confirm MCHCP will have the right to use an auditor of its choice and is not restricted to a mutually agreed upon CPA accounting firm.

- Confirmed
- Not confirmed (please explain)

13.2 MCHCP or its designee will have the right to audit (claims, rebates, including the manufacturer rebate contracts held by the PBM, and/or benefit design set up) annually or up to 24 months at a time, with an auditor of its choice, with full cooperation of the PBM as defined within the PBM's audit protocols clearly defined within the contract at no additional charge from the PBM.

- Agree
- Disagree (please explain)

13.3 MCHCP will not be held responsible for time or miscellaneous costs incurred by the PBM in association with any audit process including all costs associated with provision of data, audit finding response reports, or systems access, provided to MCHCP or its designee by the PBM during the life of the contract. This includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.

- Agree
- Disagree (please explain)

13.4 The PBM will not set a maximum of claim samples per audit. MCHCP or the auditor, on behalf of MCHCP, will be able to audit all claims in question (e.g., claim samples separately without limit).

Agree  
 Disagree (please explain)

**13.5 The PBM agrees to a 30-day turnaround time to provide the full responses to all the sample claims and claims audit findings or a mutually agreeable reasonable turnaround time.**

Agree  
 Disagree (please explain)

**13.6 MCHCP or its designee will have the right to audit the greater of 5 pharmaceutical manufacturer contracts or the pharmaceutical manufacturer rebate contracts that account for 70% of the total rebate payments during the selected audit period during an on-site rebate audit.**

Agree  
 Disagree (please explain)

**13.7 PBM will supply reporting sufficient to validate that 100 percent of all manufacturer revenue has been passed through to MCHCP by the PBM from its aggregator.**

Agree  
 Disagree

**13.8 Confirm the PBM will correct any errors that MCHCP, or its representative, brings to the PBM's attention whether identified by an audit or otherwise within a reasonable timeframe. Any errors found financially impacting MCHCP member(s) or MCHCP, will be corrected and reimbursements provided timely.**

Agree  
 Disagree (please explain)

**13.9 Confirm the audit provision shall survive the termination of the agreement between the parties for a minimum of 12 months past the termination effective date.**

Agree  
 Disagree (please explain)

**13.10 Confirm only MCHCP, or the auditor on behalf of MCHCP, can formally close an audit initiated by MCHCP or the auditor on behalf of MCHCP.**

Agree  
 Disagree (please explain)

**13.11 Confirm MCHCP can initiate a new audit even if all parties have not agreed that the prior audit is closed.**

Agree  
 Disagree (please explain)

**13.12 Confirm MCHCP is able to conduct additional audits such as (including, but not limited to) operational, clinical or rebate audits while an annual financial audit is in process.**

Agree  
 Disagree (please explain)

**13.13 Confirm MCHCP can audit the contracts between the PBM and the participating retail pharmacies to ensure MCHCP is only paying the PBM the amount the PBM pays participating retail pharmacies without any spread as part of this transparent pricing arrangement at participating retail pharmacies.**

Agree  
 Disagree (please explain)

**13.14 Confirm MCHCP can audit the contracts between the PBM and the wholesalers, manufacturers and entities that provide supplies to the PBM's mail order pharmacies and the PBM's specialty pharmacies to**

ensure MCHCP is only paying the PBM the amount the PBM pays wholesalers, manufacturers and its suppliers for products MCHCP and MCHCP members obtain via the PBM's mail order pharmacies and the PBM's specialty pharmacies via the proposed "Cost Plus"/"Acquisition Cost" pricing arrangement at the PBM's mail order pharmacies and PBM's specialty pharmacies.

- Agree
- Disagree (please explain)

**13.15 Confirm that the results from the agreed upon sample size can be extrapolated to the entire audit scope.**

- Confirmed
- Not confirmed (please explain)

**13.16 Outline your approach to transparency, including specific examples of how you will be a transparent partner for MCHCP.**

Response

Reporting

**14.1 Describe the level of claims-level data access that will be provided to MCHCP, including any data elements that are withheld.**

Response

**14.2 Can clients independently verify savings and rebate pass-throughs using raw data?**

- Yes (please describe)
- No (please explain)

**14.3 Confirm you have uploaded a sample of your standard reporting package that will be provided for the Commercial PBM. Include the frequency and timing of each report. Upload the file to the Reference Files from Vendor section, and name the file "Q14.3 Commercial Reporting Package".**

- Confirmed
- Not confirmed (please explain)

**14.4 Confirm you have uploaded a sample of your standard reporting package that will be provided for the EGWP PBM. Include the frequency and timing of each report. Upload the file to the Reference Files from Vendor section, and name the file "Q14.4 EGWP Reporting Package".**

- Confirmed
- Not confirmed (please explain)

**14.5 Are the standard reporting packages available online currently? If not, how will they be provided to MCHCP?**

- Available online
- Not available online (describe how MCHCP will receive reports)

**14.6 Confirm that you are able to customize reports, and this is included in your quoted pricing.**

- Confirmed (please describe)
- Not confirmed (please explain)

**14.7 Provide information regarding the online system portal that is accessible to MCHCP in order to run ad-hoc claims data reporting.**

Response

**14.8 Confirm you have uploaded samples of custom reporting accessible via your online system portal. Upload the files to the Reference Files from Vendor section, and name the file "Q14.8 Online Reporting".**

- Confirmed
- Not confirmed (please explain)

**14.9 Does your organization currently provide data to Merative or any other decision support system vendor (check all that apply)?**

- Merative
- Other decision support system vendor(s) (list other vendors)
- Do not currently supply data to any decision support vendor

**14.10 Confirm that all data, including that of any mail order or specialty pharmacy subcontractors, will be included in your monthly data feed to MCHCP's data warehouse vendor (currently Merative).**

- Confirmed
- Not confirmed (please explain)

**14.11 Confirm you can provide, at a minimum, all data elements listed in Attachment 1 in a monthly claim file to MCHCP's data warehouse vendor.**

- Confirmed
- Not confirmed (please explain)

**14.12 Confirm that any costs that you incur in supplying MCHCP's data to its contracted decision support system vendor (currently Merative) are included in your proposed fees.**

- Confirmed
- Not confirmed (please explain)

**14.13 For the Part D EGWP PBM, confirm your organization will report all CMS and Manufacturer paid and anticipated revenues (CMS direct subsidy, Federal reinsurance payments including prospective amounts, Manufacturer discounts, Selected Drug subsidies, Low-income premium and cost sharing subsidies). All reporting should be based on estimates for the month based on incurred claims. This monthly reporting will be submitted by the end of the following month throughout the contract term.**

- Confirmed
- Not confirmed (please explain)

**14.14 Confirm that you will submit the Part D Medicare Membership Reports (MMR) monthly, including all fields as received from CMS. The monthly MMR will be submitted by the end of the corresponding month throughout the contract term.**

- Confirmed
- Not confirmed (please explain)

**14.15 Confirm your organization will support any transparency reporting requirements required by either state or federal agencies.**

- Confirmed
- Not confirmed (please explain)

**14.16 Confirm you have uploaded sample reporting to support contractual performance guarantees. Upload the file to the Reference Files from Vendor section, and name the file "Q14.16 Performance Guarantee Reporting".**

- Confirmed
- Not confirmed (please explain)

**14.17 Confirm the PBM will provide MCHCP quarterly reporting regarding member service calls which includes type of call, number of calls, issue resolution statistics, abandonment rate, average hold time and average handle time.**

- Confirmed

Not confirmed (please explain)

## Implementation

**15.1 The PBM agrees to waive any charges to MCHCP or MCHCP's medical plan claims administrators, including its MA claims administrator, such as a set-up fee, a programming fee, or a monthly fee, for establishing a connection with a Third-Party Administrator/Claims processor for real-time and bidirectional data integration.**

Agree

Disagree (please explain)

**15.2 Confirm the PBM agrees to absorb any programming or other administrative costs to meet any existing or future requirements of the ACA.**

Confirmed

Not confirmed (please explain)

**15.3 The PBM will provide draft SPD language for any clinical programs that are to be implemented.**

Agree

Disagree (please explain)

**15.4 The PBM will have a member-friendly website as well as a MCHCP specific 800-telephone number available to all members prior to the go-live date.**

Confirmed

Not confirmed (please explain)

**15.5 Confirm your organization will provide a weekly status report on the implementation project plan detailing current activities, closed tasks, problems, and any recommendations.**

Confirmed

Not confirmed (please explain)

**15.6 Describe how your organization will test the program to ensure claims will process correctly on the program 'go-live' date of January 1, 2027.**

Response

**15.7 Confirm you will conduct testing with an actual retail pharmacy from the point-of-sale transaction to a completed transaction where the pharmacy successfully processes the prescription drug claim for a successful fill of the medication.**

Confirmed

Not confirmed (please explain)

**15.8 Confirm that all MCHCP members will have a valid, accurate ID card in hand prior to January 1, 2027.**

Confirmed

Not confirmed (please explain)

**15.9 How long will the implementation team stay involved after program 'go-live' date for troubleshooting before a handoff to the account management team?**

Response

**15.10 How is the account management team engaged in the implementation process?**

Response

**15.11 Is the implementation team reengaged on an annual basis to implement any benefit changes or is that handled by the account management team?**

Implementation team engaged (please describe)

Handled by account management team (please describe)

**15.12 Detail the resources and capacity you have available to ensure not only a smooth transition but also that MCHCP's plan is managed with minimal disruption.**

Response

**15.13 What is your standard implementation approach, and what is the typical timeframe from project initiation to go-live?**

Response

**15.14 What strategies and methodologies do you employ to ensure a seamless implementation and successful go-live experience?**

Response

**15.15 What is your standard risk mitigation strategy during implementation, and how do you proactively identify and address potential issues that could impact timeline, quality, or client satisfaction?**

Response

**15.16 What is your standard testing strategy during implementation, and how are issues tracked and resolved?**

Response

**15.17 How do you support members during transition from incumbent PBM to yours as it relates to formulary change notifications?**

Response

## Account Management

**16.1 PBM agrees to service MCHCP from its Public Sector accounts service unit.**

Agree

Disagree (please explain)

**16.2 Confirm you have uploaded organizational charts for the proposed account team(s), showing lines of authority up to and including the executive management level. Upload the file to the Reference Files from Vendor Section, and name the file "Q16.2 Organizational Charts".**

Confirmed

Not confirmed (please explain)

**16.3 Complete the following table regarding the Commercial PBM account management team that would be compiled for MCHCP.**

	Name	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of accounts in this same role	Maximum number of accounts
Implementation Manager	<span style="border: 1px solid black; padding: 2px;"></span>						
Strategic Account Executive	<span style="border: 1px solid black; padding: 2px;"></span>						
Clinical Director/Pharmacist	<span style="border: 1px solid black; padding: 2px;"></span>						
Account Manager	<span style="border: 1px solid black; padding: 2px;"></span>						

**16.4 Complete the following table regarding the Part D EGWP PBM account management team that would be compiled for MCHCP.**

	Name	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of accounts in this same role	Maximum number of accounts
Implementation Manager							
Strategic Account Executive							
Clinical Director/Pharmacist							
Account Manager							

**16.5 The PBM agrees to provide online, real time, claim system access to MCHCP or its designee, including the ability to override claims, and access to historical claims data for no charge to MCHCP.**

Agree

Disagree (please explain)

**16.6 The PBM has the capability to provide different levels of access to each of MCHCP's designees to the online, real time, claim system so that not all of MCHCP's designees are able to see all details related to member claims in the system.**

Agree

Disagree (please explain)

**16.7 Provide a demo website, link, or informational materials highlighting the capabilities as well as the look and feel of the client self-service tools that will be available to MCHCP. Include in the demo or link reporting capabilities and basic member services/detail information such as eligibility, claims, and prior authorization views. Upload any files to the Reference Files from Vendor Section and name the file "Q16.7 Self-Service Tools".**

Response

**16.8 PBM must agree to 90-day advance notice of any changes in suppliers/subcontractors such as specialty pharmacy, mail-order facility and/or other products and services.**

Agree

Disagree (please explain)

**16.9 Bidders must fully disclose all sub-contracted work and offshoring services (e.g., Member services, Call Centers, etc.)**

Agree

Disagree (please explain)

**16.10 List all functions you currently outsource to any third party and name subcontractor for the following functions:**

	Outsourced to third party (Yes/No)	Name of subcontractor	Length of relationship with subcontractor
Claims processing system	<input type="text"/>	<input type="text"/>	<input type="text"/>
Formulary management and P&T Committee	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appeals	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clinical programs	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer service	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rebate contracting	<input type="text"/>	<input type="text"/>	<input type="text"/>
Network contracting	<input type="text"/>	<input type="text"/>	<input type="text"/>

Mail order pharmacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specialty pharmacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Data reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copay assistance program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EGWP Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (please describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**16.11 Provide the PBM's 2024 and 2025 turnover rate for the following positions:**

	2024	2025
Strategic account executives	<input type="checkbox"/> %	<input type="checkbox"/> %
Account managers	<input type="checkbox"/> %	<input type="checkbox"/> %
Client-facing clinical pharmacists	<input type="checkbox"/> %	<input type="checkbox"/> %

**Copay Assistance Program (for Commercial PBM only)**

**17.1 Is the PBM able to administer a specialty drug, including specialty generic products and biosimilars, copay assistance program to leverage available specialty drug and biosimilar manufacturer patient assistance programs at both retail and specialty pharmacies? Indicate if the proposed copay assistance program is managed by the PBM or an external vendor. Indicate the name of the external vendor, if applicable.**

Yes (please describe)

No (please explain)

**17.2 Confirm you have uploaded documentation supporting your estimated savings as a result of this copay assistance program/variable copay program for non-specialty drugs and specialty drugs. Upload the file to the Reference Files from Vendor section, and name the file "Q17.2 Estimated Copay Assistance Program Savings".**

Confirmed

Not confirmed (please explain)

**17.3 Confirm you have uploaded a document that includes your guaranteed savings as a result of this copay assistance program/variable copay program for non-specialty drugs and specialty drugs. Upload the file to the Reference Files from Vendor section, and name the file "Q17.3 Guaranteed Copay Assistance Program Savings".**

Confirmed

Not confirmed (please explain)

**17.4 Confirm you have uploaded a list of drugs, and the respective monthly/annual copay limit, included in your copay assistance program/variable copay plan design. Upload the list to the Reference Files from Vendor section, and name the file "Q17.4 Copay Assistance Drugs".**

Confirmed

Not confirmed (please explain)

**17.5 Describe the member enrollment process in the patient assistance program and describe the claims adjudication process under the copay assistance program plan, including the role of the member, PBM, and pharmacy.**

Response

**17.6 Describe the member enrollment process in the patient assistance program and describe the claims adjudication process under the variable copay plan, including the role of the member, PBM, and pharmacy.**

Response

17.7 Describe how the PBM expects to maximize the available copay assistance programs for certain non-specialty products that are also dispensed via the specialty pharmacy such as HIV and transplant products.

Response

Performance Guarantees

18.1 Confirm all guarantees shall be set and measured quarterly (or annually, if applicable), and must be measured on a MCHCP-specific basis. Measurement of performance guarantees may be based on internal self-reporting subject to independent audit.

Agree

Disagree (please explain)

18.2 Indicate the Total Amount at Risk (per member dollar amount or flat dollar amount) you are proposing to MCHCP for Implementation Performance Guarantees.

Response

18.3 Indicate the Total Annual Amount at Risk (per member dollar amount or flat dollar amount) per contract year you are proposing to MCHCP for Ongoing, Account Management, and Member Services Performance Guarantees.

Response

18.4 Confirm the penalties described in this section will not be the sole and exclusive remedy available to MCHCP for such failure.

Confirmed

Not confirmed (please explain)

18.5 Confirm the PBM will pay any amount owed to MCHCP and/or its members if the PBM fails to properly administer claims in addition to the missed performance guarantee metric.

Confirmed

Not confirmed (please explain)

18.6 Confirm MCHCP may determine the weighting from 0% to 25% for each of the proposed performance guarantees prior to the start of each contractual year as long as the total amount equals 100%.

Confirmed

Not confirmed (please explain)

18.7 Confirm that if the implementation period is less than 90 days, implementation guarantees will still apply.

Confirmed

Not confirmed (please explain)

18.8 Confirm that if the implementation time period is less than 90 days, first quarter performance guarantees will still be tracked, reported, and results will be included in the annual calculations.

Confirmed

Not confirmed (please explain)

18.9 Complete the following table related to Implementation Performance Guarantees:

	Agree to requested standard (Yes [please describe]/No [please explain])	Book of Business (BOB) or MCHCP-specific	Measurement frequency (Quarterly, Annual, Other)

Clean Implementation - There will be 0.0% systems errors, 0.0% ID card delays, and MCHCP will have access to 100.0% of the tools prior to effective date.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implementation Timeline - 100.0% of key milestones will be achieved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implementation Team - Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for MCHCP's programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implementation Satisfaction Scorecard - MCHCP will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**18.10 Complete the following table related to Ongoing Performance Guarantees:**

	Agree to requested standard (Yes [please describe]/No [please explain])	Book of Business (BOB) or MCHCP-specific	Measurement frequency (Quarterly, Annual, Other)
Protected Health Information - PBM guarantees no incidents in violation of HIPAA Security Rules, which results in a transmission of electronic PHI for MCHCP's covered members. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Administration Accuracy - 100.0% of all claims will adjudicate based on MCHCP design set up. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pricing Change Accuracy - Implementation of all pricing changes will be 100% accurate. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial accuracy (electronic and paper claims) - Percentage of claim payments made without error relative to the total dollars paid will be at least 99.5%. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mail Service Non-Financial Accuracy - The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct member name, correct member address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Delivery Accuracy - At least 99.996% of home delivery and specialty pharmacy claims dispensed with no errors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
System Downtime - At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Invoicing Errors - All invoicing errors will be credits back to MCHCP by next billing cycle or PBM will pay interest. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Claims Eligibility Data - Eligibility loads not to exceed 24-hours after receipt. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eligibility Data Error Reporting - Eligibility file error reporting			

on all clean eligibility file updates will be provided to MCHCP within 1 business day after receipt. Eligibility file error reporting on all eligibility file updates will be provided to MCHCP within 2 business day after receipt. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eligibility Processing Accuracy - 100% of usable, error-free program eligibility files received by the PBM will be loaded without error. This is measured and reported on a contract year basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eligibility Error Rate Audits - Error rate identified through quarterly audits shall not exceed, on an average basis, 2%. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retail Pharmacy Audit - 100% of participating retail pharmacies will be subject to automated review audits and 20% of participating pharmacies will be subject to further investigation (e.g., desk audits, on-site audits, etc.) as a result of the automated review audits. The PBM will perform daily review audits of claims that pay over \$1,000. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pharmacy Audit Resolution - 48 hours after receipt of findings. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retail Pharmacy Turnover - Less than 5% of retail pharmacies will leave the retail network. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Network Pharmacy Geographic Access - The PBM agrees that at least 95% of members, based on Plan-supplied eligibility, will have access to a network pharmacy within a five-mile radius of their residence in the PBM's Retail Network, if there is an existing pharmacy within that radius. The PBM agrees to cure within 90 days, if the percent drops below the above stated percentages. This is measured and reported on an annual basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Claims Detail File - Claim file will be sent to MCHCP's contracted data vendor no later than the 15th or the month for the prior month's services. Data file must include all required fields and be submitted in the proper format on the first submission of the month. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 18.11 Complete the following table related to Account Management Performance Guarantees:

	Agree to requested standard (Yes [please describe]/No [please explain])	Book of Business (BOB) or MCHCP-specific	Measurement frequency (Quarterly, Annual, Other)
Contracting Cooperation - Response to recommended main contract and future amendment language changes within 10 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client Approval of Member Communications - 100% of all member communications will be approved by MCHCP - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online Reporting Data Availability - Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

month. This is measured and reported on annual basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery of Standard Reports - The PBM will deliver all standard utilization reports to MCHCP within 30 days of end of reporting period. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy of Standard Reports - All standard reports provided will be 100% accurate. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery of Reconciliation Reports and Payments - The PBM will deliver all financial reconciliation reports and payments to MCHCP as described in this RFP. This is measured and reported on an annual basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PBM Account Team Performance - The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between MCHCP and the PBM at the beginning of contract year) from MCHCP's benefits staff. This is measured and reported on an annual basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account Management Turnover - Account team members will remain constant for at least the first 18 months of the contract period unless a change in account management staff is requested by MCHCP. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account Management Reporting - The Account Manager will provide a weekly status report that highlights outstanding open issues and will be available to meet with MCHCP on a weekly basis to discuss the status report. This is measured and reported on a contract year and Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account Management Client Meetings - During first quarter after the Effective Date, the PBM will be available to meet with MCHCP at least monthly and thereafter at least quarterly. This is measured and reported on a contract year and Plan specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account Management Responsiveness/Initial Issue Resolution - MCHCP Staff Involvement/Escalation - PBM will resolve all issues, including member issues that required the involvement of MCHCP's staff due to incorrect or incomplete information being provided by the PBM, within two business days. If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account Management Responsiveness/Final Issue Resolution - MCHCP Staff Involvement/Escalation - PBM will ultimately resolve 100.0% of issues brought up by MCHCP within 14 business days. If not, a \$5,000 penalty will be applied per case, up to the total annual maximum. MCHCP may allocate 0% to 100% of the total dollars at risk for this Ongoing Performance Guarantee. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 18.12 Complete the following table related to Member Services Performance Guarantees:

	Agree to requested standard (Yes [please describe]/No [please explain])	Book of Business (BOB) or MCHCP-specific	Measurement frequency (Quarterly, Annual, Other)
Mail Turnaround - Prescriptions not requiring intervention - 100%			

of claims will be dispensed within 2 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mail Turnaround - Prescriptions requiring intervention - 100% of claims will be dispensed within 3 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paper Claims Turnaround - 95% of claims reimbursed within average of 10 business days and 100% within average of 14 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ID Cards Mailing - 98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replacement ID Card Mailing - Standard replacement ID cards will be produced within an annual average of five (5) business days of the request. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mailing Member Materials - All applicable member materials will be mailed at least 10 days prior to the effective date and will be 100% accurate (if eligibility file was received at least 30 days prior to the effective date). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone Average Speed of Answer - 100% of calls to MCHCP-specific toll-free line shall be answered within 20 seconds (excluding IVR). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone Blockage Rate/Busy Signal - Blockage rate will be 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone Abandonment Rate - All calls to MCHCP-specific toll-free line shall be answered with an abandonment rate of 2.5% or less. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written Inquiry Answer Time - 95% of inquiries responded to in 5 business days - 100% in 20 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Member Satisfaction Survey - The PBM agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 92% or greater. A penalty of \$100,000 per Contract Year may be assessed against the PBM for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; MCHCP must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Issue Resolution: Verbal Inquiries - PBM will resolve 99% of all telephone issues at the first point of contact (the number of telephone inquiries completely resolved at the time of initial contact divided by the total number of calls). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Issue Resolution: Written Inquiries - PBM will resolve 98% of all written inquiries within 10 business days of receipt of inquiry. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18.13 Provide any creative performance guarantees to help ensure MCHCP receives the highest level of customer and client service. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q18.13 Additional Performance Guarantees".

Response

References

19.1 Provide references for three current Commercial clients. If possible, use public sector clients of similar size and needs as MCHCP. The proposed account manager for MCHCP should have responsibility for at least one of the references. We will not contact these references without discussing it with you first.

	Name of Company	Services received by your organization	Number of Covered Lives	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

19.2 Provide references for three current EGWP clients. If possible, use public sector clients of similar size and needs as MCHCP. The proposed account manager for MCHCP should have responsibility for at least one of the references. We will not contact these references without discussing it with you first.

	Name of Company	Services received by your organization	Number of Covered Lives	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

19.3 Provide references for two clients who have terminated your Commercial PBM services. If possible, list companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first.

	Name or Industry	Services received by your organization	Number of Covered Lives	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Terminated Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

19.4 Provide references for two clients who have terminated your EGWP PBM services. If possible, list companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first.

	Name or Industry	Services received by your organization	Number of Covered Lives	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Terminated Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Legal Responsibilities

20.1 All PBM services must adhere to relevant federal and state laws and regulations, including those that govern the privacy of medical and prescription drug information.

Agree  
 Disagree (please explain)

**20.2 All PBM systems and services must comply with the HIPAA EDI, Privacy, and Security regulations on the appropriate dates established by the Department of Health & Human Services.**

Agree  
 Disagree (please explain)

**20.3 PBM shall indemnify, defend, and hold harmless MCHCP, its Trustees, officers, directors, employees, and agents from and against all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by the PBM of any of its obligations under the Agreement(s) or arising out of the negligent act or omission or willful misconduct of the PBM or its employees or agents.**

Agree  
 Disagree (please explain)

**20.4 The indemnification set forth above shall cover a breach of protected health information.**

Agree  
 Disagree (please explain)

**20.5 Confirm the PBM agrees to hold MCHCP harmless for any HIPAA Violations made by the PBM and to require Network Pharmacies to maintain insurance to indemnify MCHCP if they have a HIPAA Violation.**

Agree  
 Disagree (please explain)

**20.6 PBM will agree to be claims fiduciary for clinical based determinations.**

Agree  
 Disagree (please explain)

**20.7 The PBM Agreement will contain provisions which prevent the PBM from assigning any duties or functions without the written consent of MCHCP.**

Agree  
 Disagree (please explain)

**20.8 PBM agrees that in the event of a dispute between the parties, about the payment or entitlement to receive payment, or any administrative fees hereunder, the PBM and MCHCP shall endeavor to meet and negotiate a reasonable outcome of said dispute. In NO event shall the PBM undertake unilateral offset against any monies due and owed MCHCP, whether from manufacturer rebates, credit adjustment or otherwise.**

Agree  
 Disagree (please explain)

**20.9 PBM agrees to provide the PBM's alternative mediation or appeal options for conflict resolution to help MCHCP resolve disputes. This appeal option should provide a simple, efficient, and fair method of providing resolutions to the member and MCHCP's issues.**

Agree  
 Disagree (please explain)

**20.10 Confirm MCHCP will have the option of choosing legal counsel to defend claims litigation based on decisions made by the PBM to deny coverage for clinical reasons, and that PBM will be fully involved in said defense, the cost of which shall be borne by the PBM to the extent the PBM is found to have been negligent or at fault in the denial decision.**

Agree  
 Disagree (please explain)

**20.11 Confirm the PBM will respond to and timely incorporate future ACA changes in full compliance with the law and at no additional cost to MCHCP.**

- Agree
- Disagree (please explain)

**20.12 Confirm the PBM will agree to handle claims/appeals processing in accordance with the minimum requirements of federal law.**

- Agree
- Disagree (please explain)

**20.13 Confirm the PBM will agree to be responsible for selecting and contracting the external review organizations sufficient to allow MCHCP to comply with federal law.**

- Agree
- Disagree (please explain)

**20.14 Confirm the PBM will agree to provide data and reporting information for drug manufacturer lawsuits and settlements and will agree to list out their responsibilities regarding these class actions (e.g., notify MCHCP about them, and provide the appropriate information).**

- Agree
- Disagree (please explain)

**20.15 Confirm your organization meets and complies with all federal and state benefit laws including those that govern the privacy of medical information as well as all relevant provisions of ACA, HIPAA, and the Inflation Reduction Act.**

- Agree
- Disagree (please explain)

**Federal No Surprises Act and Final Transparency Rule Support**

**21.1 Describe how your company will assure that MCHCP and any subcontractors or third-parties who are providing assistance to you will be in compliance with federal law and regulations concerning surprise billing and transparency with respect to the services provided by your company.**

Response

**21.2 List any technical specifications that MCHCP will need to meet in order to use any solution you intend to offer to comply with the law and regulations, including software, hardware, or other information technology.**

Response

**21.3 List any subcontractors or third parties who are providing assistance to you in complying with the law and regulations, or who will be involved in work you may perform on behalf of MCHCP.**

Response

**Scope of Work**

Please review Exhibit B-Scope of Work thoroughly to determine your ability to meet these requirements. Indicate "Confirmed" or "Not confirmed" as to your organization's ability to comply. If you are unable to meet any of the following requirements, you must reference them and propose specific alternative language on Exhibit A-3 Proposed Bidder Modifications, provided with this RFP. These requirements will also explicitly apply to any subcontractors used by the Bidder to deliver services to MCHCP.

**22.1 Confirm that you agree to and will meet all General Requirements as stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**22.2 Confirm that you agree to and will meet all Pharmacy Network requirements as stated in Exhibit B, Section B2.**

Confirmed  
 Not confirmed (please explain)

**22.3 Confirm that you agree to and will meet all Benefit Administration requirements as stated in Exhibit B, Section B3.**

Confirmed  
 Not confirmed (please explain)

**22.4 Confirm that you agree to and will meet all Implementation requirements as stated in Exhibit B, Section B4.**

Confirmed  
 Not confirmed (please explain)

**22.5 Confirm that you agree to and will meet all Customer Service requirements as stated in Exhibit B, Section B5.**

Confirmed  
 Not confirmed (please explain)

**22.6 Confirm that you agree to and will meet all Account Management requirements as stated in Exhibit B, Section B6.**

Confirmed  
 Not confirmed (please explain)

**22.7 Confirm that you agree to and will meet all Coordination with Business Associates requirements as stated in Exhibit B, Section B7.**

Confirmed  
 Not confirmed (please explain)

**22.8 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B8.**

Confirmed  
 Not confirmed (please explain)

**22.9 Confirm that you agree to and will meet all Payment requirements as stated in Exhibit B, Section B9.**

Confirmed  
 Not confirmed (please explain)

**22.10 Confirm that you agree to and will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B10.**

Confirmed  
 Not confirmed (please explain)

**22.11 Confirm that you agree to and will meet all Clinical Management requirements as stated in Exhibit B, Section B11.**

Confirmed  
 Not confirmed (please explain)

**22.12 Confirm that you agree to and will meet all Quality Assurance Program requirements as stated in Exhibit B, Section B12.**

Confirmed  
 Not confirmed (please explain)

**22.13 Confirm that you agree to and will meet all General Service Requirements as stated in Exhibit B, Section B13.**

Confirmed  
 Not confirmed (please explain)

**22.14 Confirm that you agree to and will meet all Claim Payments requirements as stated in Exhibit B, Section B14.**

Confirmed  
 Not confirmed (please explain)

**22.15 Confirm that you agree to and will meet all Cost Mitigation requirements as stated in Exhibit B, Section B15.**

Confirmed  
 Not confirmed (please explain)

**22.16 Confirm that you agree to and will meet all Contract Renewal requirements as stated in Exhibit B, Section B16.**

Confirmed  
 Not confirmed (please explain)

**22.17 Confirm that you agree to and will meet all Contract Termination requirements as stated in Exhibit B, Section B17.**

Confirmed  
 Not confirmed (please explain)

**22.18 Confirm that you agree to and will meet all Performance Standards requirements as stated in Exhibit B, Section B18.**

Confirmed  
 Not confirmed (please explain)

**22.19 Confirm you agree to all the definitions included in Exhibit C, General Provisions.**

Confirmed  
 Not confirmed (please explain)

**Attachment Checklist**

**23.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP and named appropriately.**

- Q4.10 Audited financial statements
- Q4.13 Economic Impact
- Q5.2 Abridged Commercial formulary
- Q5.4 Abridged Part D EGWP formulary
- Q5.6 Abridged Commercial specialty formulary
- Q5.8 Abridged Part D EGWP specialty formulary
- Q5.25 Brand over generics
- Q9.2 Sample commercial member communications packet
- Q9.6 Sample EGWP member communications packet
- Q12.16 Website images
- Q14.3 Commercial reporting package
- Q14.4 EGWP reporting package
- Q14.8 Online reporting
- Q14.16 Performance guarantee reporting

- Q16.2 Organizational chart
- Q16.7 Self-service tools
- Q17.2 Estimated copay assistance program savings
- Q17.3 Guaranteed copay assistance program savings
- Q17.4 Copay assistance drugs
- Q18.13 Additional performance guarantees

## Financial Questionnaire

MCHCP requires that you provide concise answers to any questions requiring an explanation or thorough response. Please note there is a 1,000 character limit placed on all textual responses. MCHCP expects that you will provide explanations and responses within the parameters of this questionnaire. Unless specifically stated, responses to the questionnaire are assumed to apply to both the Commercial and EGWP populations.

### Financial Term/Termination

#### 1.1 PBM agrees to a one-year Initial Term effective January 1, 2027.

- Agree
- Disagree (please explain)

#### 1.2 Pricing will go into effect on January 1, 2027. Please confirm no document needs to be signed prior to the implementation of the new pricing as long as both parties agree in good faith to the agreed upon financial and contractual terms via email.

- Agree
- Disagree (please explain)

#### 1.3 There will be no penalties to MCHCP if MCHCP chooses to exercise the termination without cause right (i.e., any termination penalty fee, loss of financial guarantees, loss of rebates, and/or loss of or repayment of any allowances).

- Agree
- Disagree (please explain)

#### 1.4 Financial guarantees for any partial contractual year that results from this early termination regardless of whether it was with cause or without cause will still be guaranteed, reconciled and the PBM will still make payments for any shortfalls for those resulting partial contractual years with less than 12 months.

- Agree
- Disagree (please explain)

#### 1.5 PBM will provide annual market check rights, that may start as soon as the second quarter of the second contract year, to MCHCP to ensure MCHCP is receiving appropriate current pricing terms competitive within the industry based on its volume and membership. The rights must include the ability for MCHCP to hire an independent third party (assuming all reasonable and applicable confidentiality agreements are executed between all parties) to conduct the market check on MCHCP's behalf.

- Agree
- Disagree (please explain)

#### 1.6 PBM agrees it will review the financial terms of MCHCP compared to financial offering presented to similar employers in the marketplace and offer improved pricing to MCHCP if there are savings of over 1% or more in the marketplace.

- Agree
- Disagree (please explain)

#### 1.7 Improved pricing terms resulting from market checks will become effective on the earlier of either the first day of the second, third, or fourth year of the contract or thirty calendar days following an agreement or as long as both parties agree in good faith to the agreed upon financial and contractual terms via email.

- Agree
- Disagree (please explain)

#### 1.8 Financial guarantees for any partial contractual year that results from the implementation of new pricing will still be guaranteed, reconciled and the PBM will still make payments for any shortfalls for those resulting partial contractual years with less than 12 months and those contractual years with over 12 months.

- Agree
- Disagree (please explain)

**1.9 PBM must provide any renewal pricing in writing with full justification by May 15 for the next contract year.**

- Agree
- Disagree (please explain)



**1.10 PBM will allow MCHCP to determine if automatic renewal language should be included in the contract.**

- Agree
- Disagree (please explain)



**Financial Requirements**

**2.1 Each distinct annual non-rebate pricing guarantee (including discounts and dispensing fees) will be measured and reconciled on a component (e.g. retail brand, retail generic, retail 90 brand, retail 90 generic, specialty brand including limited distribution brand drugs at retail network pharmacies, specialty generic including limited distribution generic drugs at retail network pharmacies, specialty brand including limited distribution brand drugs at PBM's Specialty Pharmacy, specialty generic including limited distribution generic drugs at PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by MCHCP. Surpluses in one component may not be utilized to offset deficits in another component or in a proceeding guarantee year.**

- Agree
- Disagree (please explain)



**2.2 Each distinct annual rebate guarantee will be measured and reconciled on a component (e.g., retail brand, retail 90 brand, specialty brand including limited distribution brand drugs at retail network pharmacies, specialty brand including limited distribution brand drugs at PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by MCHCP. Surpluses in one component may not be utilized to offset deficits in another component or in a proceeding guarantee year.**

- Agree
- Disagree (please explain)



**2.3 Retail 30 network guarantees and retail 90 network guarantees will be measured and reconciled on a separate component basis if they have different guaranteed rates. A surplus for either of these guarantees will not be used to offset a shortfall for one of the other retail components or any other component guarantees.**

- Agree
- Disagree (please explain)



**2.4 Savings from any program such as a clinical program, brand over generic strategy, or a Cash Card Program, whether guaranteed or not, may not be used to offset any under-performance of any pricing guarantees. This includes but is not limited to non-specialty, manufacturer coupon programs, specialty manufacturer coupon programs, discount card programs, clinical programs, etc.**

- Agree
- Disagree (please explain)



**2.5 PBM will provide a non-rebate financial discount and dispensing fee guarantee reconciliation report and any applicable shortfall payment within 90 days after the end of each contractual year. The report will include the contractual and actual discounts and dispensing fees for each component.**

- Agree
- Disagree (please explain)



**2.6 PBM will provide quarterly rebate payments equal to the minimum rebate guaranteed amount (i.e., not limited to the amount of rebates collected) to MCHCP within 90 days after the end of each contract quarter.**

- Agree

Disagree (please explain)

**2.7 PBM will provide an annual rebate guarantee reconciliation report and any applicable shortfall payment between 100% of rebates received and the guaranteed minimum rebate amount per brand claim within 90 days after the end of each contractual year. The report will include the contractual minimum rebates and actual rebates received for each component.**

Agree

Disagree (please explain)

**2.8 PBM will be able to provide monthly analytical reports throughout the contract year indicating the actual performance versus the financial guarantees without a formal audit. This is in addition to the annual reconciliation reports that the PBM is expected to proactively provide to MCHCP.**

Agree

Disagree (please explain)

**2.9 If PBM is proposing minimum guaranteed rebates, the guaranteed minimum rebate amount per brand claim will be reconciled for all brand claims both rebateable and non-rebateable claims regardless of formulary status unless listed as an explicit exclusion.**

Agree

Disagree (please explain)

**2.10 Lag rebates will continue to be paid to MCHCP throughout the term of the contract until 100% of all earned rebates are paid even after all of the annual minimum rebate guarantee reports have been released and shortfalls, if applicable, have been paid.**

Agree

Disagree (please explain)

**2.11 All rebate revenue earned by MCHCP will be paid to MCHCP regardless of their termination status as a client. Lag rebates on claims incurred prior to the termination date will continue to be paid to MCHCP after termination until 100% of earned rebates are paid.**

Agree

Disagree (please explain)

**2.12 Rebates will be paid as long as both parties agree in good faith via email accepting the proposed pricing while the contract and any future amendments are finalized.**

Agree

Disagree (please explain)

**2.13 Does PBM use an external organization and/or a group purchasing organization for rebate aggregation? If so, which one?**

Response

**2.14 Mail order pricing and rebate guarantees will apply to all claims that adjudicate at mail regardless of days' supply.**

Agree

Disagree (please explain)

**2.15 Retail 90 pricing and rebate guarantees will apply to all claims that adjudicate at a retail 90 network pharmacy with greater than 83 days' supply.**

Agree

Disagree (please explain)

**2.16 Specialty pricing will apply to all Specialty claims that adjudicate at the specialty pharmacy regardless of days' supply.**

Agree  
 Disagree (please explain)

**2.17 PBM will not manipulate specialty days' supply rules in order to evade minimum specialty rebate guarantee payments when guaranteed on a per script basis and will thus provide specialty rebate guarantees based on three different days' supply buckets (1 - 30 days; 31 - 60 days and 60+ days' supplies).**

Agree  
 Disagree (please explain)

**2.18 PBM will be responsible for collecting any outstanding member cost shares for claims dispensed through the mail order facility. PBM will not invoice MCHCP for any uncollected member cost shares even if there is a debit threshold in place.**

Agree  
 Disagree (please explain)

**2.19 PBM will invoice MCHCP twice monthly for claims and once monthly for the administrative services. Bidder must also provide detailed disclosure of all invoice line items to MCHCP at each monthly billing cycle.**

Agree  
 Disagree (please explain)

**2.20 PBM agrees that all reporting submitted by PBM must be reconciled to the billing.**

Agree  
 Disagree (please explain)

**2.21 MCHCP will pay all undisputed claim invoice amounts to the PBM within ten (10) business days after MCHCP receives such invoice from PBM and all undisputed administrative services invoice amounts to PBM within fifteen (15) calendar days after MCHCP receives such invoice from PBM.**

Agree  
 Disagree (please explain)

**2.22 If MCHCP disputes all or a portion of any invoice, MCHCP will pay the undisputed amount timely and notify PBM in writing, of the specific reason and amount of any dispute before the due date of the invoice. PBM and MCHCP will work together, in good faith, to resolve any dispute. MCHCP will not be charged interest or late penalties. Upon resolution, MCHCP or PBM will remit the amount owed to the other party, if any, within five (5) business days as the parties agree based on the resolution.**

Agree  
 Disagree (please explain)

**2.23 PBM will, at a minimum, duplicate the plan features and levels of coverage presently offered by MCHCP without impacting the proposed pricing.**

Agree  
 Disagree (please explain)

**2.24 Mail order and specialty drug dispensing fees will remain constant throughout the contract term and will not be increased/changed for any increases in postage charges or for any other reason, without pre-approval from MCHCP (i.e., U.S. mail and/or applicable commercial courier services). Confirm this includes the shipping and handling of Temperature Sensitive Products as well as prescriptions that require special handling or alternative shipping methods.**

Agree  
 Disagree (please explain)

**2.25 All pricing/financial guarantees will be effective and guaranteed for the term of the agreement and will not include adjustments for claims volume changes or claims volume shifts amongst the various provider channels (e.g., 30-day retail utilization rates decline, or 90-day retail utilization increases).**

Agree Disagree (please explain) **2.26 All financial guarantees will be effective and guaranteed for the term of the agreement and will not be modified or amended if MCHCP's membership decreases by less than 30%.** Agree Disagree (please explain) **2.27 Confirm the proposed pricing is not part of a coalition pricing arrangement. If it is part of a coalition pricing arrangement, please indicate the name, fees, and details of the coalition as well as confirmation that all pricing (discounts, dispensing fees, and rebate) guarantees will be honored and assessed at MCHCP level and not at the Coalition level.** Confirmed Not confirmed (please explain) **2.28 No third party will receive compensation should you be awarded the business.** Agree Disagree (please explain) **2.29 In addition to aggregate guarantees, what language can you offer that protects MCHCP from price gouging on individual generic and brand drugs on pharmacies that you own (i.e. specialty and mail)? Provide sample language.**Response **Financial Definitions****3.1 Confirm you agree to the following contract definitions:**

	Confirmed	Not confirmed (please explain)
Confirm all rebates are guaranteed on a minimum (i.e., not fixed, or flat) basis.	<input type="radio"/>	<input type="radio"/> <input type="text" value=""/>
"100% Pass Through of Rebates" - Confirm the PBM agrees to pass through 100% of ALL pharmaceutical manufacturer revenue earned to MCHCP including MAFs and Inflation Protection Payments paid by the pharmaceutical manufacturers to the PBM/GPO in relation to MCHCP's utilization. The PBM also agrees to disclose details of all other programs and services generating financial remuneration from outside entities, including manufacturers and retailers. The PBM will confirm all of this revenue will be verifiable and auditable.	<input type="radio"/>	<input type="radio"/> <input type="text" value=""/>
Confirm the PBM will pass through 100% of Manufacturer Administrative Fees paid by manufacturers to the PBM in relation to MCHCP's non-specialty, specialty, and overall utilization. Confirm that the MAF are included in the proposed rebate guarantees.	<input type="radio"/>	<input type="radio"/> <input type="text" value=""/>
Confirm the PBM will pass through 100% of Inflation Protection Payments paid by pharmaceutical manufacturers to the PBM in relation to MCHCP's utilization. Confirm that the inflation protection payments are included in the proposed pricing guarantees.	<input type="radio"/>	<input type="radio"/> <input type="text" value=""/>
"Rebates" Compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer attributable to the purchase or utilization of covered drugs by eligible persons, including, but not limited to, incentive rebates categorized as purchase discounts; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; and administrative or management fees. Rebates also include any fees that PBM receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access. Rebates must also include revenue received by the GPO in connection with the Plans' utilization. All manufacturer-derived revenue, regardless of how categorized by the PBM, is encompassed by the definition of "Rebates".	<input type="radio"/>	<input type="radio"/> <input type="text" value=""/>

AWP (Average Wholesale Price) is based on the actual date sensitive, 11-digit NDC as supplied by Medi-Span for all adjudicated claims. In the case where Medi-Span is unavailable, PBM will notify MCHCP of the other nationally recognized pricing source that will be used in Medi-Span's absence. If the pricing source (i.e., Medi-Span) is changed, it must be done for the PBM's entire Book of Business for retail, mail order, and specialty adjudicated claims.	<input type="radio"/>	<input type="radio"/>	
Confirm your proposed drug type designation/classification and pricing source is Medi-Span. If other, please specify.	<input type="radio"/>	<input type="radio"/>	
Members - For Commercial Plan: All eligible employees and their eligible dependents enrolled under MCHCP's prescription benefit program. For Part D EGWP Plan: All Medicare eligible retirees and Medicare eligible dependents of retirees enrolled under MCHCP's Part D EGWP program.	<input type="radio"/>	<input type="radio"/>	
Member Copay - Members will pay the lowest of the following: plan copay/coinsurance, negotiated discounted ingredient cost plus dispensing fee, MAC (maximum allowable cost), retail cash (i.e., Usual & Customary) price (if at retail), or retail cash price using publicly available discount cards (if at retail) at retail, mail, and specialty pharmacies.	<input type="radio"/>	<input type="radio"/>	
Confirm MCHCP's members will never pay the full copayment in instances where the copay is greater than the discounted cost, plus dispensing fee, plus any sales taxes.	<input type="radio"/>	<input type="radio"/>	
Paid Claims - Defined as all transactions made by eligible members that result in a payment to pharmacies from MCHCP or MCHCP's member copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.	<input type="radio"/>	<input type="radio"/>	
Confirm the PBM will only charge a fee (e.g., administrative fee or dispensing fee) for Paid Claims and will not charge a fee for reversals, rejected claims, adjustments, or reprocessed claims.	<input type="radio"/>	<input type="radio"/>	
Client eligibility - Selling or providing of MCHCP's eligibility data to ANY outside entities must be approved in advance and all income derived must be disclosed and shared per agreement with MCHCP. Even if PBM has not "sold" the eligibility data, it is NOT free to use the claims data for analyses that they publish or provide to outside industries unless written MCHCP approval is provided in advance.	<input type="radio"/>	<input type="radio"/>	
Client claims data - All claim data records are the sole property of MCHCP and must be made available upon request to MCHCP and its representatives. Selling or providing of MCHCP's claims data to ANY outside entities must be approved in advance, in writing, and all income derived must be disclosed and shared per agreement with MCHCP. Even if PBM has not "sold" the claims data, it is NOT free to use the claims data for analyses that they publish or provide to outside industries unless MCHCP approval is provided in advance.	<input type="radio"/>	<input type="radio"/>	
340B Claim - means a Claim that is identified from a pharmacy which has a 340B status code of "39", SCC-20, or BOCD 8 in the NCPDP DataQ database	<input type="radio"/>	<input type="radio"/>	
OTC Claim - means a Claim that is identified by Medi-Span having an "OTC" value in the MediSpan RxOTCIndicator field.	<input type="radio"/>	<input type="radio"/>	
Specialty Drug - means a Drug or Product that is dispensed to a member for any NDC that is contained on the PBM's provided Specialty Drug List. If a Drug, Product, or NDC is not listed on the Specialty Drug List, it will not be considered a Specialty Drug. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being a Specialty Drug. If the PBM considers a Drug, Product, NDC, or Claim as a Specialty Drug based on indicators on the formulary and is New to Market, it will be included in all Specialty Drug pricing guarantees, Specialty Drug adjudication, and Specialty Drug reconciliation.	<input type="radio"/>	<input type="radio"/>	
Limited Distribution Drug or Exclusive Distribution Drug - Limited Distribution Drugs (LDDs) and Exclusive Distribution Drugs (EDDs) are subsets of Specialty Drugs. LDDs and EDDs must be indicated in the PBM's provided Specialty Drug List. If a Drug, Product, or NDC for an LDD or EDD is not indicated as an LDD or EDD on the Specialty Drug List, it will not be considered an LDD or EDD. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being an LDD or EDD. If the PBM considers a Drug, Product, NDC, or Claim as an LDD or EDD and is New to Market, it will be included in all LDD and EDD pricing guarantees, LDD and EDD adjudication, and LDD and EDD reconciliation.	<input type="radio"/>	<input type="radio"/>	
Maximum Allowable Cost ("MAC") - The maximum allowable unit cost of a drug and establishes an upper limit reimbursement price for certain drugs dispensed without regard			

to the specific manufacturer whose drug is dispensed, and which drugs are identified on a "MAC List".	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
Cash Card Program - This refers to any program where Members receive prescriptions through a PBM-program or 3rd party vendor that compares cash discounted drug prices to typical Usual and Customary prices and navigates the Member to the lowest cost pharmacy or overrides the cost at their current pharmacy to match the lowest cost price.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>

## Financial Assumptions

### 4.1 Confirm the pricing listed in this proposal reflects the following:

	Agree	Disagree (please explain)
Confirm the PBM has offered a Transparent pricing arrangement and agrees that MCHCP will only pay the amount to the PBM for retail claims that the PBM pays to participating pharmacies at the PBM's contracted rate with participating pharmacies without any spread pricing.	<input type="radio"/>	<input type="radio"/>
Confirm the PBM is willing to offer an "Acquisition Cost Plus" pricing arrangement for the pharmacies that the PBM owns and agrees that MCHCP will only pay the PBM the ingredient cost it pays wholesalers and manufacturers for claims dispensed at the PBM's pharmacies, mail order pharmacy and PBM's specialty pharmacy with any overhead costs covered in the higher dispensing fee guarantees.	<input type="radio"/>	<input type="radio"/>
All guarantees, including the aggregate ingredient cost and the aggregate AWP, are calculated using the AWP based on the 11-digit NDC of the actual product and actual package size that is dispensed from the actual date the claim adjudicated.	<input type="radio"/>	<input type="radio"/>
The PBM's financial reconciliation that occurs after the end of the contract year will use the lower of the AWP pricing at the point of adjudication or the retroactive AWP pricing, if the pricing source the PBM uses issues retroactive AWP pricing for that annual reconciliation time period.	<input type="radio"/>	<input type="radio"/>
Confirm you agree with these definitions. Generic Drug(s) - Confirm that Generic Drugs will be determined by Medi-Span's Multisource Code for drugs and products with a "Y" indicator. Additionally, Generic Drugs will be determined by Medi-Span's BrandNameCode for drugs and products with a "G" indicator. Additionally, Brand drugs with a Dispense as Written (DAW) 5 code will be considered Generic Drugs; Brand Drugs - Confirm that Brand Drugs will be anything that is not a Generic Drug, as defined above.	<input type="radio"/>	<input type="radio"/>
Confirm "House Generics"/Brand claims with a DAW 5 will be included in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.	<input type="radio"/>	<input type="radio"/>
Confirm any rebates derived from "House Generics" or DAW 5 claims will be passed through at 100% to MCHCP.	<input type="radio"/>	<input type="radio"/>
Confirm MCHCP will not pay more for any "House Generics", or DAW 5 claims compared to the respective generic equivalent before the application of rebates.	<input type="radio"/>	<input type="radio"/>
Confirm members will pay the generic copay for any "House Generics" or DAW 5 claims.	<input type="radio"/>	<input type="radio"/>
Confirm how DAW 9 (brand over generic strategy) claims will be: i. adjudicated for cost sharing; ii. priced at point of sale; iii. reconciled for AWP discount guarantees; iv. reconciled for rebate guarantees; v. reconciled for generic dispensing rate guarantees (if applicable).	<input type="radio"/>	<input type="radio"/>
No single-source generic or generic drug will be included in the brand drug component for the annual discount guarantee reconciliation.	<input type="radio"/>	<input type="radio"/>
Drugs with an "Insufficient Supply" are included in the guarantees.	<input type="radio"/>	<input type="radio"/>
Select, sole source or authorized generics from at least one FDA-approved generic manufacturer with exclusivity, limited supply, limited availability, or limited competition will be included in the generic pricing guarantees and excluded from the brand pricing guarantees.	<input type="radio"/>	<input type="radio"/>
The PBM agrees to provide upon request any proprietary algorithms, hierarchy or other logic employed to define a prescription drug as generic or brand, as part of this competitive bid process or at any point during any resulting contract term.	<input type="radio"/>	<input type="radio"/>
MCHCP will not permit the use of an algorithm to determine generic/brand status besides the use of MONY indicators. Confirm the PBM agrees.	<input type="radio"/>	<input type="radio"/>
All the proposed dispensing fee guarantees are on a maximum guaranteed basis.	<input type="radio"/>	<input type="radio"/>

All paid claims, including non-drug claims (e.g., supplies, monitors, pumps), will be included in the financial guarantees being offered unless explicitly listed as an exclusion.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
Confirm brands with a DAW code (DAW 1 or DAW 2) requiring the substitution of a brand product over a generic product will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantees.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
Confirm any penalty amounts paid by the member as a result of the DAW 1 or 2 penalty program will not be used by the PBM in discount guarantee reconciliations.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
Confirm brands with a DAW code of 0, 3, 4, 6, 7, and 8 will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantee calculations.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
Confirm any formulary excluded brand products that were adjudicated as a result of an exception process such as for medical necessity will be included in the discount, dispensing fee, minimum rebate guarantees and any rebates associated with such drugs will be passed through at 100% to MCHCP.	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>

#### 4.2 Brand and Generic Discount Guarantee Calculations

	Agree	Disagree (please explain)
Minimum Brand and Minimum Generic Discount Guarantees for retail, mail and specialty shall be defined and calculated as follows: (1-Aggregate Ingredient Cost/Aggregate AWP)	<input type="radio"/>	<input type="radio"/>
Aggregate Ingredient Cost prior to the application of the co-payments (including member paid penalties) will be the basis of the calculation.	<input type="radio"/>	<input type="radio"/>
All guaranteed measurements will be calculated prior to the application of member cost share (including member paid penalties).	<input type="radio"/>	<input type="radio"/>
Dispensing Fees are not included in the Aggregate Ingredient Cost.	<input type="radio"/>	<input type="radio"/>
Guarantee reconciliation will not be limited to MCHCP's net cost claims. Zero balance due claims, zero amount claims, and excessive copay claims will be included in all pricing guarantee calculations at the discounted cost before copay.	<input type="radio"/>	<input type="radio"/>
Both non-MAC, MAC, single-source, and multiple source generic products are to be included in the generic guaranteed measurement.	<input type="radio"/>	<input type="radio"/>
The guaranteed measurement and any under-performance payments owed to MCHCP must exclude the savings impact from DUR programs, formulary programs, utilization management programs, and/or other therapeutic interventions.	<input type="radio"/>	<input type="radio"/>
Confirm all the proposed discount guarantees are on a minimum guaranteed basis (i.e., not a flat, fixed or locked basis) and any discount achieved beyond the minimum guarantee will be passed on to MCHCP.	<input type="radio"/>	<input type="radio"/>

#### 4.3 The following list of drugs and/or products are the only drugs and/or products that are allowed to be excluded from the AWP discounts and dispensing fees guarantees. Bidding PBMs and the selected PBM must structure their underwriting to account for only those drug and/or product exclusions. Indicate if the following products are included or excluded from your acceptable exclusions for the proposed discount and dispensing fee guarantees.

	Included	Excluded (please explain)
Compounds	<input type="radio"/>	<input type="radio"/>
Out of Network Claims	<input type="radio"/>	<input type="radio"/>
Paper Submitted Claims	<input type="radio"/>	<input type="radio"/>
Secondary Payor Claims (COB or Subrogation)	<input type="radio"/>	<input type="radio"/>
Indian Health Services and Tribal Claims	<input type="radio"/>	<input type="radio"/>
Veteran Administrative claims	<input type="radio"/>	<input type="radio"/>

#### 4.4 The following list of drugs and/or products are the only drugs and/or products that are allowed to be excluded from the rebate guarantees. Bidding PBMs and the selected PBM must structure their underwriting to account for only those drug and/or product exclusions. Indicate if the following products are included or excluded from your proposed rebate guarantees:

	Included	Excluded (please explain)

Compounds	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Out of Network Claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Paper Submitted Claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Secondary Payor Claims (COB or Subrogation)	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Indian Health Services and Tribal Claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Veteran Administrative claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 

**4.5 The following list of drugs and/or products are required inclusions in the discounts and dispensing fees guarantees and rebate guarantees. If bidding PBM excludes any of these categories or other categories of drugs and/or products listed below, bidding PBM's proposal and offer may be disqualified. Confirm the following products are included in your proposed discount and dispensing fee guarantees:**

	<b>Included</b>	<b>Excluded (please explain)</b>
Vaccines (non-COVID)	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Vaccines (COVID)	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Over the Counter (OTC) Products as defined by Medispan	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Diabetic Test Strips	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Continuous Glucose Monitors (CGM)/CGM Sensors	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Insulins	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Prescription Vitamins, Smoking Cessation Products, Contraceptives	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Ancillary Supplies defined by Medispan AHFS Code 940000	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Non Drug Claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
New to market	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Limited Distribution Drugs	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Exclusive Distribution Drugs	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Low-WAC Biosimilars	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
High-WAC Biosimilars	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Long Term Care (LTC)	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Home Infusion	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
DAW 1 processed claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
DAW 2 processed claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
DAW 5 processed claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
DAW 0, 3, 4, 6, 7, 8, 9 processed claims	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Products subject to patent actions	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Multi-source branded products	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Drugs not approved by the Food and Drug Administration (FDA)	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/> 
Claims from all 50 states and the District of Columbia, and all U.S. Territories as applicable for the Part D EGWP plan.	<input type="radio"/>	<input type="radio"/> <input type="checkbox"/>

**4.6 The following list of drugs and/or products are required inclusions in the rebate guarantees. The**

selected PBM may not exclude any other drugs and/or products throughout the life of the contract. If bidding PBM excludes any of these categories or other categories of drugs and/or products listed below, bidding PBM's proposal and offer may be disqualified. Confirm the following products are included in your proposed rebate guarantees:

	<b>Included</b>	<b>Excluded (please explain)</b>
Vaccines (non-COVID)	<input type="radio"/>	<input type="radio"/> 
Vaccines (COVID)	<input type="radio"/>	<input type="radio"/> 
Over the Counter (OTC) Products as defined by Medispan	<input type="radio"/>	<input type="radio"/> 
Diabetic Test Strips	<input type="radio"/>	<input type="radio"/> 
Continuous Glucose Monitors (CGM)/CGM Sensors	<input type="radio"/>	<input type="radio"/> 
Insulins	<input type="radio"/>	<input type="radio"/> 
Prescription Vitamins, Smoking Cessation Products, Contraceptives	<input type="radio"/>	<input type="radio"/> 
Ancillary Supplies defined by Medispan AHFS Code 940000	<input type="radio"/>	<input type="radio"/> 
Non Drug Claims	<input type="radio"/>	<input type="radio"/> 
New to market	<input type="radio"/>	<input type="radio"/> 
Limited Distribution Drugs	<input type="radio"/>	<input type="radio"/> 
Exclusive Distribution Drugs	<input type="radio"/>	<input type="radio"/> 
Low-WAC Biosimilars	<input type="radio"/>	<input type="radio"/> 
High-WAC Biosimilars	<input type="radio"/>	<input type="radio"/> 
Long Term Care (LTC)	<input type="radio"/>	<input type="radio"/> 
Home Infusion	<input type="radio"/>	<input type="radio"/> 
DAW 1 processed claims	<input type="radio"/>	<input type="radio"/> 
DAW 2 processed claims	<input type="radio"/>	<input type="radio"/> 
DAW 5 processed claims	<input type="radio"/>	<input type="radio"/> 
DAW 0, 3, 4, 6, 7, 8, 9 processed claims	<input type="radio"/>	<input type="radio"/> 
Products subject to patent actions	<input type="radio"/>	<input type="radio"/> 
Multi-source branded products	<input type="radio"/>	<input type="radio"/> 
Drugs not approved by the Food and Drug Administration (FDA)	<input type="radio"/>	<input type="radio"/> 
Claims from all 50 states and the District of Columbia, and all U.S. Territories as applicable for the Part D EGWP plan.	<input type="radio"/>	<input type="radio"/> 

**4.7 If DAW 5 claims will be excluded from pricing and or rebate guarantees, upload an attachment listing the NDC numbers considered "house generics" that would be processed with a DAW 5 at the PBM's exclusive mail order and specialty pharmacies. Upload the file to the Reference Files from Vendor Section, and name the file "FQ4.7 House generics".**

- DAW 5 claims will be included in pricing and rebate guarantees
- DAW 5 claims will be excluded from pricing and/or rebate guarantees and NDC listing has been uploaded

**4.8 Describe the PBM's biosimilar strategy (Low-WAC only; high-WAC only; hybrid) and if it applies to new utilizers only and/or the extent current utilizers are grandfathered with their current product.**

Response



**4.9 Confirm the PBM's proposal allows MCHCP to prefer a Low-WAC only strategy.**

- Confirmed
- Not confirmed (please explain)

**4.10 Confirm the proposal does not adjust quoted rebate guarantees (i.e., "Rebate Credit" adjustments) for the initial term except for those relevant federal or state legislation that directly impacts manufacturer rebate payments for the guarantee period.**

- Agree
- Disagree (please explain)

**4.11 If your proposal includes a "Rebate Credit" provision, provide responses to the questions below:**

	Confirmed	Not confirmed	Not applicable
a. Confirm you have provided your proposed "Rebate Credit" contractual language. Ensure that the proposed language includes the following verbiage "any future rebate credits apply only to drugs that have material WAC pricing changes that result from government mandated or other pharmaceutical company changes that are imposed on the PBM industry. Publicly available evidence must be provided to support the drug rebate credit your PBM would be implementing in any future policy year". Upload the document to the Reference Files from Vendor section, and name the file "FQ4.11a Proposed Rebate Credit Contractual Language".	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 20px; border: 1px solid black; margin-left: 10px;" type="text"/> 	<input type="radio"/>
b. Confirm the "Rebate Credit" will be limited to that list of drugs and no other product outside of that list would be used for the "Rebate Credit".	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 20px; border: 1px solid black; margin-left: 10px;" type="text"/> 	<input type="radio"/>
c. Confirm the PBM will provide MCHCP six (6) months advanced notice for any changes to the list of drugs that would be subject to the "Rebate Credit" provision.	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 20px; border: 1px solid black; margin-left: 10px;" type="text"/> 	<input type="radio"/>
d. Confirm you have uploaded a sample of the drug-level reporting MCHCP will get monthly that accounts for the "Rebate Credit". Upload the file to the Reference Files from Vendor section, and name the file "FQ4.11d Rebate Credit Reporting".	<input type="radio"/>	<input type="radio"/> <input style="width: 20px; height: 20px; border: 1px solid black; margin-left: 10px;" type="text"/> 	<input type="radio"/>

**Administrative Fees**

**5.1 Confirm there are NO additional fees (beyond those outlined in Exhibits A-8 and A-9) required to administer the services outlined in this RFP. Any mandatory fees, including clinical and formulary program fees, must be clearly outlined in Exhibits A-8 and A-9. Use the Additional Fees and Clinical Programs tabs of Exhibits A-8 and A-9 to list additional fees.**

- Confirmed
- Not confirmed (please explain, and list additional fees on the appropriate tab of Exhibits A-8 and A-9)

**5.2 Confirm the PBM will not bill for medical supplies and services in the dispensing/usage of specialty medications not covered by MCHCP's prescription drug plans.**

- Confirmed
- Not confirmed (please explain, and list additional fees on the appropriate tab of Exhibits A-8 and A-9)

**5.3 Do you offer a Vaccine Program? If so, include any costs for Influenza and Other Vaccines at participating pharmacies in Exhibits A-8 and A-9 Additional Fees. Please ensure to include the Ingredient Cost, Dispensing Fee, Professional Service Fee, Program Fee and any other cost/fee in your description.**

- Yes (please describe, and list additional fees in Exhibits A-8 and A-9)
- No

**5.4 Confirm your system will ensure retail pharmacies will only charge members \$0 for Affordable Care Act (ACA) vaccines and won't charge any additional administrative fees to the member.**

- Confirmed
- Not confirmed (please explain)

**5.5 Confirm there are no additional fees to coordinate the deductible and the maximum out of pocket with the medical carrier.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.6 Confirm all data related services are included under the base administrative fees, for both the Commercial PBM and Part D EGWP PBM, including ad hoc reporting, electronic claims files, plan design options, custom mailings, etc. Detail any data-related service fees not included in the base administrative fees in the Additional Fees tab of Exhibits A-8 and A-9.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.7 Confirm the PBM is able to provide data feeds as requested by MCHCP and provide standard claims data to third parties (e.g., MCHCP's consultants) at no additional charge on an ad-hoc basis.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.8 The PBM agrees to provide weekly and/or monthly data transmissions (may include feeds to data warehouses) to at least 10 chosen vendors at no charge and two additional full, annual electronic claims files, in NCPDP format, at no charge as needed and requested by MCHCP. PBM will also interact/exchange data with all vendors as needed at no additional charge.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.9 The PBM agrees to provide online, real time, claim and eligibility system access at all times to MCHCP or its designees, including access to at least 3 years of historical claims data and eligibility information, up to three (3) years following termination of the agreement. This online system should also have the ability to pull standard and custom reporting, make updates to eligibility, and input overrides, such as prior authorizations.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.10 Confirm that your quoted fees include postage for any mailings.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.11 Confirm that quoted fees include postage-paid mail order envelopes for member prescription submission.**

- Confirmed
- Not confirmed (please explain, and list additional fees in Exhibits A-8 and A-9)

**5.12 PBM agrees that the dispensing fees will remain constant throughout the contract term and will not be increased for any increases in postage charges (i.e., U.S. mail and/or applicable commercial courier services). For the contract term, the PBM also agrees that the charges for increase in postage/shipping and the cost of packaging is prohibited and charges for expedited or alternative shipping methods is prohibited.**

- Confirmed
- Not confirmed (please explain)

**5.13 Confirm the PBM will provide run-out claims processing for MCHCP for 12 months after contract termination. Those run-out claims shall be adjudicated at the current discounts, fees and rebates then in effect.**

Confirmed  
 Not confirmed (please explain)

### Prescription Drug Pricing

**6.1 Bidders are required to complete Exhibits A-8 and A-9, outlining the bidder's pricing proposal. Please be certain to complete all relevant worksheets within the Excel workbooks. Indicate below which worksheets have been completed. Check all that apply.**

	<b>Exhibit A-8 MCHCP Commercial Pricing Proposal</b>	<b>Exhibit A-9 MCHCP EGWP Pricing Proposal</b>
Administrative Fees	<input type="checkbox"/>	<input type="checkbox"/>
Financial Guar_Retail	<input type="checkbox"/>	<input type="checkbox"/>
Financial Guar_Indie	<input type="checkbox"/>	<input type="checkbox"/>
Financial Guar_Specialty	<input type="checkbox"/>	<input type="checkbox"/>
Financial Guar_Mail Order	<input type="checkbox"/>	<input type="checkbox"/>
PMPM	<input type="checkbox"/>	<input type="checkbox"/>
Rebate Credit	<input type="checkbox"/>	<input type="checkbox"/>
Credits and Allowances	<input type="checkbox"/>	<input type="checkbox"/>
Financial Projections	<input type="checkbox"/>	<input type="checkbox"/>
PDL	<input type="checkbox"/>	<input type="checkbox"/>
Specialty_LDD Drug List	<input type="checkbox"/>	<input type="checkbox"/>
Excluded Drug List	<input type="checkbox"/>	<input type="checkbox"/>
Additional Fees	<input type="checkbox"/>	<input type="checkbox"/>
Clinical Programs	<input type="checkbox"/>	<input type="checkbox"/>
Network Access	<input type="checkbox"/>	<input type="checkbox"/>
Network Disruption	<input type="checkbox"/>	<input type="checkbox"/>
Formulary Disruption	<input type="checkbox"/>	<input type="checkbox"/>

### Prescription Drug Pricing - PMPM Annual Maximum Cost Guarantee

**7.1 Describe any caveats, exceptions, or exclusions from the proposed PMPM Annual Maximum Cost Guarantee**

Response

**7.2 Describe any caveats, exceptions, or exclusions from the proposed PMPM Target Guarantee and Maximum Reimbursement Cap.**

Response

**7.3 Describe how the PBM will manage to a target PMPM in terms of point-of-sale costs, rebate management, utilization management, and other PBM solutions.**

Response

**7.4 Confirm the PBM will ensure that during any given month of a Contract Year, the actual run-rate PMPM will not deviate by more than \$15 PMPM from the guaranteed target PMPM.**

Confirmed

Not confirmed (please explain)

### Specialty Pharmacy Pricing

**8.1 Confirm the PBM understands that only a specialty pharmacy arrangement similar to what is currently in place will be accepted and the PBM may be disqualified if it proposes a different specialty pharmacy program arrangement.**

Confirmed

Not confirmed (please explain)

**8.2 Please answer each question regarding drug classification:**

How often does your organization evaluate specialty drug classifications?

What is the process that your organization uses to move drugs from a specialty drug classification to a non-specialty drug classification?

How much notice will be provided to MCHCP and affected members prior to the change?

Will you allow MCHCP the ability to reject any changes in such classification without any impact to pricing guarantees?

**8.3 Please answer each question below:**

What is the process that your organization uses to move drugs from a non-specialty or specialty drug classification to a limited distribution drug classification?

How much notice will be provided to MCHCP and affected members prior to the change?

Will you allow MCHCP the ability to reject any changes in such classification?

**8.4 Confirm a drug will be considered "New to Market" for no more than 6 months. After 6 months, these drugs will be included in the proposed financial guarantees.**

Confirmed

Not confirmed (please explain)

**8.5 Confirm the PBM agrees to notify MCHCP and negatively impacted MCHCP members at least 30 days prior to changing the classification of a drug from non-specialty to specialty and vice-versa.**

Confirmed

Not confirmed (please explain)

**8.6 Confirm MCHCP will continue to administer its 30 days' supply limit for specialty drugs.**

Confirmed

Not confirmed (please explain)

### Allowances

**9.1 Confirm the PBM will allow MCHCP to rollover any unused allowances to the next contract year or contract if the proposed allowances are on a contract year basis and/or contract term basis. If not, indicate which of the unused Allowances will NOT be allowed to rollover to the next contract year or contract term.**

Confirmed

Not confirmed (please explain)

**9.2 Confirm MCHCP may use the General Pharmacy Program Management Allowance for services related to managing the pharmacy benefit such as pharmacy audits, PBM market checks and pharmacy benefit consulting services.**

Confirmed

Not confirmed (please explain)

**9.3 Confirm MCHCP will not have to repay either the full or a pro-rated share of any of the Allowances if MCHCP terminates the contract early with or without cause.**

- Confirmed
- Not confirmed (please explain)

**Additional Financial Guarantees**

**10.1 Are additional financial guarantees being offered such as generic dispensing rates, inflation protection, Generic Drug Ingredient Cost Increases, or trend guarantees? If yes, upload a document to the Reference Files from Vendor Section, and name the file "FQ10.1 Additional Financial Guarantees".**

- Yes, and document has been uploaded
- No (please explain)

**10.2 For Commercial PBM: Finalists may be asked to provide other risk sharing guarantees beyond discounts, fees and rebates. PBMs will be asked to place financial penalties per contract year for each alternative risk sharing price guarantee quoted. Which of the following guarantees will you agree to quote if you are selected as finalist (check all that apply)?**

- PMPM Annual maximum cost increase guarantee
- Maximum Avg Cost Per Rx Guarantee for retail brand and retail generic drugs dispensed (adjusted to a 30 day supply)
- Maximum Avg cost increase per Specialty Rx drug dispensed (adjusted to a 30 day supply)
- Minimum Generic Dispensing Rates for Retail, Mail Order and Specialty Rx dispensed (separately)

**10.3 For Part D EGWP PBM: Finalists may be asked to provide other risk sharing guarantees beyond discounts, fees and rebates. PBMs will be asked to place financial penalties per contract year for each alternative risk sharing price guarantee quoted. Which of the following guarantees will you agree to quote if you are selected as finalist (check all that apply)?**

- PMPM Annual maximum cost increase guarantee
- Maximum Avg Cost Per Rx Guarantee for retail brand and retail generic drugs dispensed (adjusted to a 30 day supply)
- Maximum Avg cost increase per Specialty Rx drug dispensed (adjusted to a 30 day supply)
- Minimum Generic Dispensing Rates for Retail, Mail Order and Specialty Rx dispensed (separately)

**Attachment Checklist**

**11.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP and named appropriately.**

- FQ4.7 House generics
- FQ4.11a Proposed rebate credit contractual language
- FQ4.11c Rebate credit reporting
- FQ10.1 Additional financial guarantees

## Mandatory Contract Provisions Questionnaire

### Mandatory Contract Provisions

Bidders are expected to closely read the Mandatory Contract Provisions. Rejection of these provisions may be cause for rejection of a bidder's proposal. MCHCP requires that you provide concise responses to questions requiring explanation. Please note, there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of this questionnaire.

**1.1 Term of Contract:** The term of the Contract is for a period of one (1) year from January 1, 2027 through December 31, 2027. The Contract may be renewed for three (3) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-4 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2027) is a firm, fixed price. The submitted prices for the subsequent (2nd-4th) years of the contract period (January 1 - December 31, 2028, January 1 - December 31, 2029, and January 1 - December 31, 2030 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

- Confirmed
- Not confirmed (please explain)

**1.2 Contract Documents:** The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (sample is provided and final will be negotiated if necessary prior to award); (2) Amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

- Confirmed
- Not confirmed (please explain)

**1.3 Integration:** This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

- Confirmed
- Not confirmed (please explain)

**1.4 Breach and Waiver:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.

- Confirmed
- Not confirmed (please explain)

**1.5 Notices:** All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.

- Confirmed
- Not confirmed (please explain)

**1.6 Industry Standards:** If not otherwise provided, materials or work called for in the Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

- Confirmed
- Not confirmed (please explain)

**1.7 Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under

this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.

- Confirmed
- Not confirmed (please explain)

**1.8 Independent Contractor:** Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.

- Confirmed
- Not confirmed (please explain)

**1.9 Relationship of the Parties:** The Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

- Confirmed
- Not confirmed (please explain)

**1.10 No Implied Authority:** The authority delegated to Contractor by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant Contractor any authority related to this Contract except as authorized in writing by MCHCP. Contractor may not rely upon implied authority, and specifically is not delegated authority under this Contract to: (1) Make public policy; (2) Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or (3) Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within the Contract.

- Confirmed
- Not confirmed (please explain)

**1.11 Injunctions:** Should MCHCP be prevented or enjoined from proceeding with the Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.

- Confirmed
- Not confirmed (please explain)

**1.12 Statutes:** Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

- Confirmed
- Not confirmed (please explain)

**1.13 Governing Law:** The Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

- Confirmed
- Not confirmed (please explain)

**1.14 Jurisdiction:** All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole

**County in the State of Missouri.**

Confirmed  
 Not confirmed (please explain)

**1.15 Survival of Terms: Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.**

Confirmed  
 Not confirmed (please explain)

**1.16 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.**

Confirmed  
 Not confirmed (please explain)

**1.17 Security Bond: The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$5,000,000.**

Confirmed  
 Not confirmed (please explain)

**1.18 Eligibility: Contractor shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility. Contractor shall not regard a member as terminated until Contractor receives an official termination notice from MCHCP. All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. PBM will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. PBM shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.**

Confirmed  
 Not confirmed (please explain)

**1.19 Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. Contractor will sign a Business Associate Agreement with MCHCP. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination or expiration of the Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.**

Confirmed  
 Not confirmed (please explain)

**1.20 Subcontracting: Subject to the terms and conditions of this section, the Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this**

Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.

- Confirmed
- Not confirmed (please explain)  

**1.21 Disclosure of Material Events:** Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (\*) Any material adverse change to the financial status or condition of Contractor; (\*) Any merger, sale or other material change of ownership of Contractor; (\*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. 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 Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

- Confirmed
- Not confirmed (please explain)  

**1.22 Off-shore Services:** All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under the Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.

- Confirmed
- Not confirmed (please explain)  

**1.23 Compliance with Laws:** Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below in 1.24-1.29.

- Confirmed
- Not confirmed (please explain)  

**1.24 Non-discrimination, Sexual Harassment and Workplace Safety:** Contractor agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

- Confirmed
- Not confirmed (please explain)  

**1.25 Americans with Disabilities Act (ADA):** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for

under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

- Confirmed
- Not confirmed (please explain)

**1.26 Patient Protection and Affordable Care Act (PPACA):** If applicable, Contractor shall comply with the Patient Protection and Affordable Care Act (PPACA) and all regulations promulgated under the authority of PPACA, including any future regulations promulgated under PPACA, which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

- Confirmed
- Not confirmed (please explain)

**1.27 Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

- Confirmed
- Not confirmed (please explain)

**1.28 Genetic Information Nondiscrimination Act of 2008:** Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.

- Confirmed
- Not confirmed (please explain)

**1.29 Consolidated Appropriations Act, 2021:** Contractor shall comply with CAA, including the No Surprises Act (NSA) and implementing regulations, as amended.

- Confirmed
- Not confirmed (please explain)

**1.30 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associates or subcontractors of Contractor, failure to comply with paragraphs, 1.24, 1.25, 1.26, 1.27, 1.28 and 1.29 above.**

- Confirmed
- Not confirmed (please explain)

**1.31 Contractor agrees to hold MCHCP harmless for any HIPAA Violations made by the PBM and to require Network Pharmacies to maintain insurance to indemnify MCHCP if they have a HIPAA Violation.**

- Confirmed
- Not confirmed (please explain)

**1.32 Change in Laws:** Contractor agrees that any state and/or federal laws, applicable rules and regulations enacted during the terms of the Contract which are deemed by MCHCP to necessitate a change in the contract shall be deemed incorporated into the Contract. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. In consultation with Contractor, a consultant may be utilized to determine the cost impact.

- Confirmed
- Not confirmed (please explain)

**1.33 Hold Harmless:** PBM shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by PBM or PBM's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance PBM may carry which provides for indemnification for any loss or damage of property in PBM's custody and control, where such loss or destruction is to MCHCP's

property. PBM shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

- Confirmed
- Not confirmed (please explain)

**1.34 Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.**

- Confirmed
- Not confirmed (please explain)

**1.35 Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.**

- Confirmed
- Not confirmed (please explain)

**1.36 Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.**

- Confirmed
- Not confirmed (please explain)

**1.37 Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.**

- Confirmed
- Not confirmed (please explain)

**1.38 Patent, Copyright, and Trademark Indemnity: PBM warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. PBM shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at PBM's written request, it shall be at PBM's expense, but the responsibility for such expense shall be only that within PBM's written authorization. PBM shall indemnify and hold MCHCP**

harmless from all damages, costs, and expenses, including attorney's fees that PBM or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by PBM in such suit or proceeding are held to constitute infringement and the use is enjoined, PBM shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If PBM is unable to do any of the preceding, PBM agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of PBM under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of PBM without its written consent.

Confirmed  
 Not confirmed (please explain)  

**1.39 Compensation/Expenses:** Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

Confirmed  
 Not confirmed (please explain)  

**1.40 Contractor Expenses:** Contractor will pay and will be solely responsible for Contractor's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Contractor will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

Confirmed  
 Not confirmed (please explain)  

**1.41 Tax Payments:** Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.

Confirmed  
 Not confirmed (please explain)  

**1.42 Conflicts of Interest:** Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

Confirmed  
 Not confirmed (please explain)  

**1.43 Retention of Records:** Unless MCHCP specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of ten (10) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds ten (10) years. Contractor agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the ten (10) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

Confirmed  
 Not confirmed (please explain)  

**1.44 Audit Rights:** The Contractor must allow MCHCP the right to audit all aspects of the pharmacy program managed by the Contractor including financial terms, the specialty program, service agreements, administration, guarantees and all transparent and pass through components at no cost to MCHCP. The review of all aspects of the pharmacy program may include but must not be limited to: paid claims, the claim processing system, Rebate agreements, rebate aggregators, performance guarantees, pricing guarantees, retail network, Medicare Part D reconciliations, transparency, pricing benchmarks (e.g., AWP source), onsite assessments, operational assessments, clinical assessments and customer service call monitoring for both the commercial plan and EGWP plan, if applicable. Audits must be conducted by a firm selected by MCHCP.

- Confirmed
- Not confirmed (please explain)

**1.45 Ownership:** All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

- Confirmed
- Not confirmed (please explain)

**1.46 Access to Records:** Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.

- Confirmed
- Not confirmed (please explain)

**1.47 Financial Record Audit and Retention:** Contractor agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of Contractor's invoices. Such documents will be maintained and retained by Contractor or its subcontractors for a period of ten (10) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. Contractor agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

- Confirmed
- Not confirmed (please explain)

**1.48 Response/Compliance with Audit or Inspection Findings:** Contractor must take action to ensure its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include Contractor's delivery to MCHCP, for MCHCP's approval, a corrective action plan that address deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

- Confirmed
- Not confirmed (please explain)

**1.49 Inspections:** Upon notice from MCHCP, Contractor will provide, and will cause its subcontractors to

provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to Contractor service locations, facilities or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. Contractor must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

- Confirmed
- Not confirmed (please explain)

**1.50 Electronic Transmission Protocols:** The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

- Confirmed
- Not confirmed (please explain)

**1.51 MCHCP's rights Upon Termination or Expiration of Contract:** If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Contractor to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

- Confirmed
- Not confirmed (please explain)

**1.52 Termination for Cause:** MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

- Confirmed
- Not confirmed (please explain)

**1.53 Termination Right:** Notwithstanding any other provision, MCHCP reserves the right to terminate the Contract at the end of any month by giving thirty (30) days' notice without penalty.

- Confirmed
- Not confirmed (please explain)

**1.54 Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- Confirmed
- Not confirmed (please explain)

**1.55 Rights and Remedies:** If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be

exclusive and are in addition to any other rights and remedies provided by law.

- Confirmed
- Not confirmed (please explain)

**1.56 Termination by Mutual Agreement:** The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

- Confirmed
- Not confirmed (please explain)

**1.57 Contractor agrees that in the event of a dispute between the parties, about the payment or entitlement to receive payment, or any administrative fees hereunder, Contractor and MCHCP shall endeavor to meet and negotiate a reasonable outcome of said dispute. In NO event shall the Contractor undertake unilateral offset against any monies due and owed MCHCP, whether from manufacturer rebates, credit adjustment or otherwise.**

- Confirmed
- Not confirmed (please explain)

**1.58 Any fees not proposed in the proposal, for items included in the proposal cannot be considered at a later date. This does not limit new or additional programs from being proposed and fees set forth at the time of proposal for the consideration of the board.**

- Confirmed
- Not confirmed (please explain)

**1.59 MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be liberally construed and their exceptions strictly construed to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri's Sunshine Law to be closed, strictly construed, will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.**

- Confirmed
- Not confirmed (please explain)

**1.60 CMS Requirements for EGWP:** Contractor agrees to perform their obligations involving the EGWP plan in a manner that is consistent with and complies with the Medicare Drug Rules and with Contractor's contractual obligations under its contract with CMS concerning the approved EGWP plan.

- Confirmed
- Not confirmed (please explain)

**1.61 Third Party Beneficiaries:** The resulting Contract shall not be construed as providing an enforceable right to any third party.

- Confirmed
- Not confirmed (please explain)

**1.62 Contractor agrees to be claims fiduciary for clinical based determinations.**

- Confirmed
- Not confirmed (please explain)

**1.63 Contractor agrees to provide data and reporting information for drug manufacturer lawsuits and settlements and will agree to list out their responsibilities regarding these class actions (e.g., notify MCHCP**

about them, and provide the appropriate information).

- Confirmed
- Not confirmed (please explain)



**1.64 Contractor agrees that at any time during the term of the contract, MCHCP may carve out specialty pharmacy services and award to its choice of vendor. The contractor must fully support and integrate with MCHCP's chosen specialty pharmacy(ies).**

- Confirmed
- Not confirmed (please explain)

