

# Notice of Request for Proposals

## RFP No. P24/10067L

### Pharmacy Benefit Management Services

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Pima Community College District is requesting proposals from qualified vendors to provide Pharmacy Benefit Management Services for plan year effective July 1, 2024.

1.1

**PREQUALIFICATION:** The deadline for receipt of Prequalification Forms is: **November 14, 2023 at 3:00 PM (MST)**. To Prequalify Vendor must register with ProposalTech, complete, sign and submit an Intent to Propose, Non-Disclosure Agreement and Business Associate Agreement.

ProposalTech will not accept the submission of Prequalification Documents after the due date/deadline and time listed above. Only Prequalified Offerors will be given access to the Population Census Data and Claims Data and be allowed to submit a Proposal by Due In Deadline Date and Time.

**DUE IN/DEADLINE:** The deadline for receipt of sealed Proposals is: **December 5, 2023 at 3:00 PM (MST)**.

Segal will be accepting proposals on behalf of Pima Community College through the Proposal Technologies Network, Inc. (ProposalTech) application. Proposals must be electronically submitted via the Internet, using ProposalTech. ProposalTech will not accept the submission of proposals after the due date/deadline and time listed above.

**QUESTIONS:** pertaining to this Request for Proposals (RFP) must be communicated in writing and be received via ProposalTech using the "Ask Question" feature by **November 16, 2023 at 3:00 PM (MST)**.

Questions and answers will be posted via ProposalTech and on the Pima Community College webpage listed below by **November 22, 2023 at 3:00 PM (MST.)**

Copies of the RFP, possible future addenda, questions and answers, will be available on the Pima Community College Website:

<https://pima.edu/administration/contracts-purchasing/rfps-bids-quotes.html> and via Proposal Technologies application-Segal.

It is the responsibility of all respondents to check ProposalTech notifications and/or the PCC Website periodically for addenda and/or updates to the solicitation. Failure to include acknowledgement of all addenda may be cause for rejection of the Proposal.

**Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

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## 2. Introduction

2.1 Pima Community College District (College/PCC) is requesting proposals from qualified vendors wishing to facilitate and manage a comprehensive self-insured pharmacy benefits management program (the “Pharmacy Program”) to serve eligible active College employees and their eligible dependents (collectively, “members” or “participants”) for plan year effective July 1, 2024.

The intent of PCC is to award a single Contract with an initial term of three years and two (2) annual renewal periods. This RFP process will be facilitated by Segal. The completion and submission of proposals, will be conducted via e-RFP, using ProposalTech, as managed by Segal.

To submit a proposal, the following Prequalification's must be met:

- A) Register and set-up an account with ProposalTech
- B) Submit an Intent to Propose form (Exhibit 2) via ProposalTech
- C) Submit a Non-Disclosure Agreement via ProposalTech
- D) Submit a signed Business Associate Addendum (Exhibit3) via ProposalTech

The Claims Data upon which proposals will be based is considered protected and proprietary PCC data. As a result, Offerors must demonstrate minimum capacity qualifications before the distribution of the Claims Data file to a potential respondent to this RFP. Segal will determine prequalification status and distribute the data file to each qualified respondent.

## 3. Background

3.1 The College currently provides benefits to 1,060 participants with a prescription drug spend of approximately \$3.3 million. Covered participants include active employees, dependents, Domestic Partners, Domestic Partner dependents. COBRA retirees are excluded.

The current medical program is a self-insured arrangement provided through Blue Cross Blue Shield of Arizona. The medical program offers four (4) plan types: Exclusive Provider Organization (EPO), Preferred Provider Organization (PPO), High Deductible Health Plan (HDHP) Basic, and High Deductible Health Plan (HDHP) Buy-Up.

Pharmacy coverage is a separate, carved-out plan from the medical coverage. All medical coverage uses the same pharmacy coverage. The College has provided pharmacy benefits to all eligible members through the current pharmacy benefits manager (PBM), MagellanRx since 2019. In a recent 12-month period (September 2022 through August 2023), there were roughly 18,200 prescriptions dispensed, resulting in nearly \$3.3 million dollars in total drug spend.

The College is seeking a traditional pricing arrangement with 100% pass-through of rebates (including manufacturer administrative fees/MAF), from a proactive PBM able to provide innovative solutions, flexibility, and high service levels to both the College and its participants. Please note that the College will not accept a Coalition bid.

The College currently has a broad retail network in place and is seeking a similar broad retail network for its upcoming contract. Also, it is currently participating in MagellanRx's Precision Formulary, with mandatory drug exclusions at least twice per year. There are a number of clinical/utilization management programs in place, including step-edits, prior authorization, quantity limits, generics preferred program, exclusion of prescription products when over-the-counter (OTC) equivalents are available, and an Opioid drug management program. An Exclusive Specialty arrangement is in place, with no grace fills allowed at retail pharmacies. The proposed offer should reflect these plan design features.

**Exhibit 1: SPD/Wrap Plan Document provides pertinent background information to assist Vendors with the preparation of a proposal for the PCC PBM Program. Refer to Exhibit 1 to view eligibility, contributions, and other basic benefit information.**

Prequalification's requirements must be met in order to receive the claims data.

## 4. Solicitation Terms and Conditions

### General Conditions

1. **Request for Proposal Opening.** PROPOSALS are opened by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries. NOTE: Receipt log will be made available after the Opening.
2. **Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for 180 days after the Opening Due Date and Time. Any firm that does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
3. **Withdrawal.** Proposals may be withdrawn until the date and time of the Opening. Proposals may not be withdrawn for 180 days after the Opening.
4. **Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form (Exhibit 5). These should be identified and submitted with the RFP response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
5. **Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.
6. **Addenda.** Any change to the solicitation RFP will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage listed on the Cover page of this RFP. Other than official numbered addenda issued by the office of Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
7. **Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all Proposals or any part(s) thereof, and/or to accept any Proposal or any part thereof and/or to cancel the Request for Proposals (RFP). The College also reserves the right to reject the Proposals of any firm who has previously failed to perform adequately in furnishing materials, services, or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the Proposal.
9. **Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a Proposal.
10. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP will become the property of the College, except any materials that

both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.

11. **Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim. The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.

**12a. Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.

**12b. Rights to Claims Data.** The bidder confirms and agrees that the data and information provided ("Plan Data"), which may include protected health information related to the College's participants and beneficiaries, provided under this RFP is and shall remain the property of the College. The bidder is not granted any right, title or interest in any Plan Data. The bidder may use and disclose Plan Data solely as necessary to effectuate the purpose of this RFP and will not use, disclose, decompile, or reverse engineer, any Plan Data in support of the College's other business activities. Specifically, the bidder will not de-identify any Plan Data or aggregate Plan Data (whether or not de-identified) with data received from the bidder's other clients, customers, or data sources.

13. **Pre-Submittal Conference (Not Applicable).** If scheduled, the date and time of a Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory preproposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

#### **Proposal, General Provisions**

- a. **Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFP submittal and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
- b. **Cost of Preparation of Proposal.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
- c. **Accuracy.** It is the responsibility of all firms to examine the entire RFP solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of a Proposal. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.
- d. **No Commissions** are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.
- e. **Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.

- f. **Protests** are filed with the Procurement Director, Pima County Community College District (College), within ten (10) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

## **Request for Proposals Selection Process, Evaluation Criteria, Interviews, Negotiations, References**

### **Overview of the Selection Process**

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Proposals.
2. Following the evaluation and ranking of Proposals, the College **may**, at its discretion, interview the top ranking firms.
3. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
4. The College will award contracts to consultants, based only on the scores resulting from the evaluation of the Proposals, and interviews (as deemed necessary); followed by the successful negotiation of fair and reasonable fees schedules with the highest ranked and most qualified consultants.
5. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Proposal.

### **Selection Evaluation Criteria**

Proposals will be evaluated and rank ordered, by an evaluation committee. Financials and Cost analysis and evaluation will be done by PCC's authorized representative, Segal Consulting.

It is the responsibility of the responding firm to provide CLEAR AND CONCISE information specifically addressing all of the Evaluation Criteria.

A Selection Committee (SC) will evaluate Proposals and score based on the following Evaluation Criteria, which are listed in descending order of importance:

- A. Firm Experience
- B. Network Disruption
- C. Formulary Disruption
- D. Non-Financial Guarantees
- E. Price Proposal
- F. Interviews – if applicable
- G. Negotiations

**Interviews/Demonstrations:** Following the evaluation, scoring and ranking of the Proposals, the College **may**, at its discretion, interview and/or request a demonstration of the top ranking firms.

Selected Offeror(s) may be required to make virtual oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentation (which may be virtually). Costs and equipment for such presentations are the responsibility of the Offeror.

**Negotiations of Contract Terms and Compensation Fee Schedule:** The College may enter into negotiations with the highest ranked Proposal on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms.

**References:** Evidence of ability to provide the requested services demonstrated by providing at least three (3) references which you have performed PBM services within the last five years. References will not be scored but may be used by the

College during the evaluation of proposal. The College reserves the right to contact any reference to assist in the evaluation of the proposal, to verify, supplement and/or clarify information contained in the proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the proposal.

## 5. Instructions for Proposal Preparation, Prequalification, and Submittal

### 5.1 PROPOSAL PREPARATION:

Before completing the Prequalification Process and submitting a Proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance.

The firm is responsible for fully understanding the requirements of a subsequent contract and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a Proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization. Proposals must conform to all requirements stated below.

The firm must be Prequalified before full participation the solicitation process is allowed.

The College will only accept solicitation responses (proposals) electronically via ProposalTech by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All Proposals (forms and questionnaires) must be completed and submitted electronically in ProposalTech. Where the Vendor is required to create a document for upload to ProposalTech, Word, Excel or PDF is acceptable.

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. All questions must be answered. Responses must follow the numbering format used in this RFP. Supporting documents must be clearly titled and reference the applicable form.

*Detailed instructions for the completion, submission and posting of your proposal will be found in the electronic RFP (eRFP) for ProposalTech. ProposalTech will be available to assist you with technical aspects of utilizing the system.*

## 5.2 PREQUALIFICATION PROCESS AND REQUIRED DOCUMENTATION:

Prequalification is required before Proposals can be submitted to this solicitation. Census and Claims data will only be released to Vendors that are determined to be prequalified.

Go to <http://www.proposaltech.com/home/app.php/register>. Enter your email address into the field provided. No registration code is necessary. Click "Begin Registration." If you already have an account with Proposal Tech it will be listed on the registration page, if you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the RFP you're registering for and click the "Register" button. An invitation will be mailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84."

1. Vendor must register in ProposalTech  
*If you have any questions regarding the registration process, or technical aspects of ProposalTech contact ProposalTech Support at 877-211-8316 x84.*
2. Complete and submit a signed Intent to Propose form via ProposalTec  
Sample Intent to Propose form for reference is attached as **Exhibit 2**  
An Intent to Propose form does not bind participants to submit a proposal.  
Intent to Propose Form is Due by Tuesday, November 14, 2023, 3:00 PM MST.
3. Complete and submit a signed Non-Disclosure Agreement via ProposalTech.  
The NDA Agreement is required by Segal and is available in ProposalTech.
4. Complete and submit a signed Business Associate Agreement via Proposal Technologies.  
Sample Business Associate Addendum for reference is attached as **Exhibit 3**  
Only BAA signed without modifications will be accepted.

All documents required for Prequalification are located in ProposalTech for completion and posting. Upon posting of the signed Intent to Propose form in Proposal Tech, Segal will check if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in Segal's system. If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested bidder for signature. Verbiage is non-negotiable.

Upon posting of Prequalification documents to ProposalTech, Segal will check to ensure all three (3) required Prequalification documents are posted by the deadline.

**Prequalification Forms are Due by Tuesday, November 14, 2023, 3:00 PM MST.**

**Instructions for submission of Intent to Propose, NDA, and BAA: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Daljit Johl) to send to. Once your attachments are uploaded be sure to check the box to include your attachment with the email and then click "Send."**

No data will be issued without first having a signed NDA/Confidentiality Agreement and a signed Business Associate Addendum on file and posted to ProposalTech.

Upon receipt of the newly signed NDA, or confirmation of an existing NDA on file, and a signed Business Associate Addendum, Segal will release the claims data to the prequalified proposer.



### 5.3 PROPOSAL SUBMITTAL:

ProposalTech platform for the proposal creation will be organized in the following sections as outlined below.

**A. COVER LETTER** submitted in ProposalTech under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (*include email address and phone number*);

- The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address;
- The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- Cover letter should reference the College's RFP number and title found within this solicitation.

### **B. REQUIRED SUBMITTAL FORMS (Exhibit 5)**

PROPOSAL must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College. Required submittal forms included in this RFP and will be located in ProposalTech as attachments to be completed and submitted in their system.

The Offer will complete each of the below six (6) **Required Submittal Forms**. The forms are organized in the following order:

1. Proposal Certification Form
2. Exceptions to College's Service Agreement, Terms and Conditions Form
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
5. Appendix Form
6. Non-Collusion Affidavit Form

### **C. REQUIRED CONTRACT PROVISIONS QUESTIONNAIRE**

The contract between the College and successful proposer will follow the format as specified by the College - **Refer to Exhibit 4: Sample Contract**. The College reserves the right to negotiate provisions of the contract in addition to those contained in this RFP with the successful respondent. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses, including best and final offer (BAFO) documents as a part of the Contract.

The Respondent, except as otherwise provided in this RFP (**PCC Exceptions Form**), accepts and agrees to all terms and conditions set out in the Pro Forma Contract and attachments to the Pro Forma Contract. Responses to the Required Contracts Provisions Questionnaire will be incorporated into the agreed upon Sample Contract.

### **D. FINANCIAL QUESTIONNAIRE**

Financial Questionnaire consists of the following sections:

- Financial Contractual Requirements
- Financial Definitions
- Financial Assumptions and Calculations
- Administrative Fees
- Prescription Drug Pricing
- Specialty Pharmacy Program Pricing
- Allowances
- Generic Drugs - Dispensing Rate Guarantees
- Trend Guarantees

**E. MINIMUM CONTRACTUAL REQUIREMENTS QUESTIONNAIRE**

Minimum Contractual Requirement Questionnaire consists of the following sections:

- Formulary Management
- Clinical Programs
- Retail Pharmacy Network Management
- Audit Rights
- Implementation
- Member Service and Account Management
- Legal Responsibilities
- Implementation and ongoing Service Performance Guarantees
- Federal No Surprise Act and Final Transparency Rules

**5.4 SOLICITATION TIMETABLE:**

Below is a timetable of major events during this RFP process:

Action/Event	Target Date
Release of RFP	Wednesday, November 8, 2023 9:00am MST
Prequalification Forms Due	Wednesday, November 14, 2023, 3:00pm MST (may send prior to this deadline)
Bidder Questions Due	Thursday, November 16, 2023, 3:00pm MST (may send prior to this deadline)
Proposals Due	Tuesday, December 5, 2023, 3:00pm MST
Clarification Questions/Best and Final Offer (BAFO) Questionnaire Requested	January 9, 2024
BAFO Questionnaire Due	January 16, 2024, 3:00pm MST
Draft of Pharmacy Benefits Contract Due	February 12, 2024, 3:00pm MST
Finalist Interviews	TBD (if necessary)
Notice of Recommendation for Award	By March 1, 2024
Begin Implementation	Mid-March 2024 (kick-off call)
New Contract Term Effective Date	July 1, 2024

## 6. PBM Services to be Provided

6.1 All bidders are required, at a minimum, to duplicate the College features and levels of coverage presently offered by the College.

Bidders are to offer comprehensive PBM services including, but not limited to, the following:

- Claims Adjudication
- Ability to Integrate PBM services with other vendors (e.g., Disease Management, Care Management, Medical), if applicable
- Eligibility Maintenance
- Patient and Provider Education
- Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
- Network Pharmacy Management
- Formulary Management and 100% Pass Through of Rebates Sharing
- Data Reporting (standard and ad-hoc reporting)
- Distribution of ID Cards and Pharmacy Directories
- Mail Service Pharmacy
- Specialty Pharmacy Program
- Complete Availability of IT services, including Online/Real Time Availability to the College and/or its designee(s)
- Pricing Administration
- Member Services, including quality and functionality of member website and mobile app
- Ad Hoc Reporting
- Clinical Programs

## 7. Financial Questionnaire

Bidders are required to complete all financial questions as instructed. Bidders should provide proposed fees and minimum guarantees separately for each year of the three-year contract, with two annual renewal options, so that the College's pricing terms keep pace with expected market trends. We ask all bidders to provide a traditional pricing arrangement with 100% pass through of all rebates and pharmaceutical manufacturer revenue for the contract.

Administrative fees and dispensing fees are requested on a per-prescription paid basis unless noted below. Note that fees must be based on prescriptions dispensed (not adjustments, errors, or redo's) and include, but not be limited to, the following services described in Section 3.

All services covered under the fee should be listed. However, some services may be offered as optional or ancillary and be covered by separate add-on fees. For example, separate fees for providing EOBs (Explanation of Benefits), COB (Coordination of Benefits), appeals, integration with potential HDHP plans and subrogation or for providing duplicate ID cards can be offered and excluded from the base fees. These fees should be listed separately as an option.

All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of the initial July 1, 2024 to June 30, 2027 contract period.

### 7.1 Term/ Termination

7.1.1 The PBM agrees to a mid-contract term market check that may start as soon as the second quarter of the second contract year, conducted by an independent third party to ensure the College is receiving appropriate pricing terms competitive within the industry based on its volume and membership, and will improve pricing in the event that the College's contract terms are deemed non-competitive. The PBM will review the financial terms of the College compared

to financial offering presented to similar employers in the marketplace as deemed appropriate as part of this process and offer improved pricing to the College for the third year of the contract if there is savings of over 1% in the marketplace. The 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.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

## 7.2 Financial Contractual Requirements

7.2.1 Pricing, guarantees, and reconciliations for all terms (discounts, dispensing fees, etc.), except rebates, **do not differ** for the High Deductible Health Plans, Health Savings Accounts (HSAs), Health Reimbursement Accounts (HRAs), or other such plans. Any differences in rebate guarantees necessary for different plan designs shall be noted in vendor's proposed rebate guarantees.

*Single, Radio group.*

- 1: Yes,  
2: No. If "No", please provide your proposed contractual language: [ 500 words ]

7.2.2 Each distinct 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, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, and specialty drugs at the PBM's Specialty Pharmacy, limited distribution drugs at participating pharmacies that are not the PBM's Specialty Pharmacy, limited distribution drugs at the PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the College. **Surpluses in one component (including rebates) may not be utilized to offset deficits in another component** (e.g. retail brand, retail generic, retail 90 brand, retail 90 generic, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, and specialty drugs at the PBM's Specialty Pharmacy, limited distribution drugs at participating pharmacies that are not the PBM's Specialty Pharmacy, limited distribution drugs at the PBM's Specialty Pharmacy).

*Single, Radio group.*

- 1: Yes,  
2: No. If "No", please provide your proposed contractual language: [ 500 words ]

7.2.3 Each distinct rebate guarantee will be measured and reconciled on a component (e.g. retail brand, retail 90 brand, mail order brand, specialty drugs at participating retail pharmacies, specialty drugs at the PBM's Specialty Pharmacy, limited distribution brand drugs at participating pharmacies that are not the PBM's Specialty Pharmacy, limited distribution brand drugs at the PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the College. **Rebate surpluses will not be utilized to offset deficits in any other non-rebate guaranteed component. Rebate surpluses will not be utilized to offset deficits in any other pricing component (discounts, or dispensing fees).**

*Single, Radio group.*

- 1: Yes,  
2: No. If "No", please provide your proposed contractual language: [ 500 words ]

7.2.4 Retail 30 network guarantees for prescriptions with up to 83 days' supply and retail 90 network guarantees for prescriptions with 84 or greater supply are measured and reconciled on a separate component basis given that they have separate 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. This applies to each guarantee, including the separate 1 - 83 days' supply guarantees and the guarantees for greater than 84 days' supply under the broad retail network guarantees.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.5 The PBM will provide a financial reconciliation report within 90 days after the end of each contractual year (July 1 - June 30), and the report will include the contractual and actual discounts and dispensing fees for each component (e.g. retail brand, retail generic, retail 90 brand, retail 90 generic, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, specialty drugs at the PBM's Specialty Pharmacy, limited distribution drugs at participating pharmacies that are not the PBM's Specialty Pharmacy, and limited distribution drugs at the PBM's Specialty Pharmacy).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.6 The PBM will pay a fine of \$10,000 per month or any fraction thereof for late or incomplete reports in addition to any amount owed if its financial reconciliation reports fail to provide the actual and achieved result for each component guarantee. In addition to this, provide a sample of the financial reconciliation report that will be used as an Exhibit in the contract to demonstrate the financial reconciliation report that the College should expect at the end of each contractual period. Please indicate the name of this attachment.

*Single, Radio group.*

- 1: Yes, please explain: [ 500 words ] ,
- 2: No, please explain: [ 500 words ]

7.2.7 The PBM agrees that any shortfall between the actual result and the guarantee will be paid, dollar-for-dollar, to the College within 90 days of the end of each contractual year.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.8 The PBM agrees that any shortfall amount between the actual result and the guarantee that is not paid, dollar-for-dollar, to the College within the agreed upon time frame after the end of each contractual year will accrue a pro-rated 2% monthly late fee of each contractual year.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.9 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.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.10 Confirm the plan's drug spend will not be reconciled in aggregate for purposes of the guarantee terms.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.11 Confirm how the PBM will be able to proactively provide 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 the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.12 Confirm the PBM will, at a minimum, duplicate the College features and levels of coverage presently offered by the College without impacting the proposed pricing.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.13 Confirm that mail order and specialty drug dispensing fees will remain constant throughout the contract term and will not be increased for any increases in postage rates/charges (i.e., U.S. mail and/or applicable commercial courier services).

*500 words.*

7.2.14 Confirm mail order pricing and rebates will apply to all claims that adjudicate at mail regardless of days' supply.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.15 Confirm Specialty Mail Order pricing and rebates will apply to all claims that adjudicate at the PBM's specialty pharmacy or PBM's Mail Order pharmacy regardless of days' supply for the contract term.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.16 Confirm the applicable Retail Specialty pricing and rebates will apply to all claims that adjudicate at participating retail pharmacies under the respective specialty pharmacy program regardless of days' supply for the contract term.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.17 Does the PBM use an external organization for rebate aggregation? If so, provide the name of the organization/GPO (Group Purchasing Organization).

*Single, Radio group.*

- 1: Yes, please explain: [ 500 words ] ,
- 2: No, please explain: [ 500 words ]

7.2.18 Confirm all rebates are guaranteed on a minimum (i.e., not fixed or flat) basis, and the PBM will pass through 100% of the rebates, including non-specialty and specialty, from all pharmaceutical manufacturer revenue that that the PBM has received on behalf of the College. Rebates are earned by the College for all claims incurred during the contract year, regardless of when the rebate is actually collected by the PBM.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.19 Confirm that within ninety (90) days after the end of each quarter, the PBM will pay to the College the minimum rebate guarantees and provide detailed reports listing the number of brand drugs per delivery channel, rebate amount per brand drug at each delivery channel, and the resulting minimum guaranteed rebate payment per delivery channel owed to the College as well as the rebates received by the PBM from manufacturers for the College's utilization without a request being made by the College.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

7.2.20 The PBM will provide the annual rebate reconciliation report within 90 days of the end of each contract year. Confirm any shortfall between the rebates paid and the greater of the minimum rebate payments or the rebates invoiced by the PBM for the College's utilization will be paid, dollar-for-dollar, to the College within 90 days of the end of the contract year.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

7.2.21 Confirm that within ninety (90) days after the end of each quarter, the PBM will pay quarterly rebate payments based on the greater of the calculated minimum rebate guarantee owed or the amount collected by the PBM for prescriptions dispensed in the prior quarter for each respective channel.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.22 Confirm all rebate revenue earned by the College will be paid to the College regardless of their termination status as a client. Lag rebates on claims incurred prior to the termination date will continue to be paid to the College after termination until 100% of earned rebates are paid.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.23 Confirm rebates will be paid as long as both parties agree in good faith via email accepting the proposed pricing while the contract is finalized.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.24 The College will be notified of any switch to the source of the aggregate AWP with at least a 180-day notice. Any switch must be based on a book of business decision and apply to similarly situated clients like the College. In the event that a switch is made it must be price neutral and acceptable to the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.25 The PBM will be responsible for collecting any outstanding member cost shares for prescriptions dispensed through the mail order facility. The PBM will not invoice the College for any uncollected member cost sharing even if there is a debit threshold in place.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.26 The PBM will invoice the College twice monthly for claims as well as administrative services.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.27 All disbursements must be supported by claim detail for payment event. Vendors are required to provide weekly paid claim detail excel reports which details week invoiced paid claims. Information to include subgroup ID, Plan Description, Member ID, Member name, Patient First Name, Patient relationship code, claim type, vendor name, paid date, incurred date, paid amount, and claim ID.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.29 Confirm that if the College disputes all or a portion of any invoice, the College will pay the undisputed amount timely and notify the PBM in writing, of the specific reason and amount of any dispute before the due date of the invoice. The PBM and the College will work together, in good faith, to resolve any dispute. Upon resolution, the College or the 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.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.30 Confirm the PBM agrees that all reporting submitted by the PBM must be reconciled to the billing.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.31 Confirm the PBM will provide a paid claims data file that corresponds to the invoices at no additional cost to the College.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

7.2.32 There are NO additional fees (beyond those outlined in the Financial Section) required to administer the services outlined in this RFP. Any mandatory fees, including clinical and formulary program fees, must be clearly outlined in the Financial Section.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.33 All applicable fees include the cost of claims incurred/filled during the effective dates of this contract regardless of when they are actually processed and paid (run-out).



*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.34 Confirm the PBM will provide run-out claims processing for the College for 12 months after contract termination.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.35 Confirm all pricing 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., mail utilization rates decline or 90-day retail utilization increases).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.36 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be negatively modified or amended if Plan's membership decreases by less than 30%.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.37 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be negatively modified or amended if the College implements or adds a 100% member paid plan design such as a high deductible health plan/consumer-driven health plan option.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.38 The PBM mail order service must notify the individual member, the College or its designee prior to substituting products that will result in higher member co-pay.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.39 Confirm the PBM guarantees that any preferred drug or program the PBM recommends the College to implement will result in a lower cost before the application of rebates on the promoted drug to both the member and the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.41 Confirm the proposed pricing is not part of a coalition pricing arrangement.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

7.2.42 Confirm that no third party will receive compensation should you be awarded the business.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.43 Confirm the PBM agrees to produce a date-sensitive comparison report showing unit costs charged to the College at a GCN-level and reimburse the College on a dollar-for-dollar basis for all instances where mail order unit costs exceed retail unit's costs. Report and reconciliation will be provided on a quarterly basis, without a request being made by the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.44 Confirm how many MAC lists and MAC drug price lists the PBM maintains. If more than one, please explain how the multiple lists are used in relationship to the one(s) that will be used for the College. In order to ensure the PBM is managing the MAC list appropriately and its impact on member cost, confirm the PBM will limit the impact of MAC price increases to not exceed 25% from one quarter to the next quarter. If this is not feasible, confirm how the PBM will minimize the impact of MAC price increases to the member copays.

*500 words.*

7.2.45 Provide the discounts, dispensing fees and logic associated with the compounds the PBM administers when it is clinically appropriate. Provide the level of effort (LOE) fees associated with compounding.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.47 The PBM will credit the College the cost difference for any claims in which the College was considered "primary" for the claim, but the claim should have been considered "secondary" for the College (e.g., workers' compensation claim).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.2.48 Confirm that the PBM will not bill for medical supplies and services in the dispensing/usage of specialty medications not covered by the College's prescription drug plan.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

## 7.3 Financial Definitions and Conditions

7.3.1 Confirm you agree to the following contract definitions for the contract:

	Response	Comments
a. <b>“100% Pass Through of Rebates”</b> – The PBM agrees to pass through 100% of ALL pharmaceutical manufacturer revenue earned to the College and will not charge an administrative fee for this arrangement. 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.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
b. Confirm the PBM will pass through 100% of Manufacturer Administrative Fees paid by manufacturers to the PBM in relation to the College’s non-specialty, specialty and overall utilization.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
c. Confirm the PBM will pass through 100% of Inflation Protection Payments paid by pharmaceutical manufacturers to the PBM in relation to the College’s utilization.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
d. Confirm the PBM will pass through 100% of rebates invoiced and collected from pharmaceutical manufacturers/rebate aggregators for excluded products that are not included in the rebate and financial guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
e. Confirm the PBM agrees to pay participating pharmacies at the PBM’s contracted rate. In the event that the amount paid to the participating pharmacy does not equal the amount invoiced to the College, the PBM may retain the difference.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
f. <b>“Rebates”</b> - 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.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
g. <b>AWP</b> (Average Wholesale Price) is based on date sensitive, 11-digit NDC as supplied by a nationally-recognized pricing source (i.e., Medi-Span) for retail, mail order, and specialty adjudicated claims.  Definition: Average Wholesale Price (AWP) – The average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.

<p>recognized in the retail prescription drug industry. The applicable AWP shall be the 11-digit National Drug Code (NDC) for the product on the date dispensed, and for prescriptions filled in Participating Pharmacies, Mail Service Pharmacy and Specialty Pharmacy will be the AWP for the package size from which the prescription drug was dispensed.</p>		
<p>h. <b>Member Copay</b> - Members will pay the lowest of the following: plan copay/coinsurance, plan-negotiated discounted ingredient cost plus dispensing fee, usual and customary charges (if at retail), MAC (maximum allowable cost) or retail cash price (if at retail) at retail, mail and specialty pharmacies.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>i. <b>Members</b> - All eligible employees and their eligible dependents enrolled under the College's prescription benefit program.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>j. <b>Paid Claims</b> - Defined as all transactions made on eligible members that result in a payment to pharmacies or members from the College or the College 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.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>k. 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.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>l. <b>Client eligibility</b> - All eligibility records are the sole property of the College. Selling or providing of the College's eligibility data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the College. Even if PBM has not "sold" the eligibility data, it is NOT free to use the eligibility data for analyses that they publish or provide to outside industries.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>m. <b>Client claims data</b> - All claims data records are the sole property of the College and must be made available upon request to the College and its representatives. Selling or providing of the College's claims data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the College. 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.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>n. <b>Maximum Allowable Cost ("MAC")</b> - 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".</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)</p>	<p>500 words.</p>

## 7.4 Financial Assumptions and Calculations

7.4.1 Confirm the pricing listed in this proposal reflects the following for contract:

Assumptions	Response	Comments
a. Confirm your proposed drug type designation/ classification and pricing source is Medi-Span. If other, please specify.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If no, specify pricing source), 3: Other	500 words.
b. Confirm your proposed drug type designation/ classification and pricing source is Medi-Span – or other pricing source that is nationally recognized in the prescription drug industry such as First Databank. If other, please specify.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If no, specify pricing source), 3: Other	500 words.
c. Confirm Medi-Span MONY Multisource indicators will be used to indicate Generics with a “Y” and Brands with either an “O”, “M”, or “N”.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
d. Confirm that all guarantees are calculated using the date sensitive Medi-Span AWP unit cost based on the 11-digit NDC of the actual product and the actual quantity that is dispensed.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
e. All-in generic guarantee inclusive of single-source generics.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
f. Drugs with an “Insufficient Supply” are included in the guarantees	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
g. 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.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
h. No single-source generic or generic drug will be included in the brand drug component for the annual discount guarantee reconciliation.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
i. Confirm “House Generics”/ Brand claims with a DAW 5 will be included in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
j. Confirm how the PBM will calculate the “House Generics” or DAW 5 claims AWP that will be used in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide	500 words.

	your proposed contractual language.)	
k. Confirm “House Generics”/ Brand Claims with DAW 5 will be included as brands in the minimum rebate guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
l. Confirm any rebates derived from “House Generics” or DAW 5 claims will be passed through at 100% to the College.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
m. Confirm the College will not pay more for any “House Generics” or DAW 5 claims compared to the respective generic equivalent before the application of rebates.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
n. Confirm members will pay the generic copay for any “House Generics” or DAW 5 claims.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
o. Confirm all “House Generics” or Brand Claims with DAW 5 will adjudicate at the generic member copay regardless of whether the doctor checks off a DAW on the script.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
p. 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.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
q. Confirm brands with a DAW code of 0, 3, 4, 6, 7, 8, and 9 will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
r. 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 the College.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
s. 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.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.
t. Confirm all multi-source brand claims are included in the minimum rebate guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If “No”, please provide your proposed contractual language.)	500 words.

<p>u. Member Cost Share at the point-of-sale (for retail and mail) is based on the lowest of the plan copay/coinsurance, usual and customary charges, negotiated discounted ingredient cost plus dispensing fee or retail cash price.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>v. Confirm the PBM guarantees that members will always pay the lowest price (member cost share, discounted ingredient cost plus dispensing fee, MAC, U&amp;C). If so, what procedures are established to ensure that the pharmacy is in compliance with this provision? Confirm the College's members will never pay a full co-payment in instances where the plan co-pay is greater than the discounted cost plus dispensing fee plus any sales taxes.</p>	<p><i>Single, Pull-down list.</i>  1: Yes, (If “Yes”, please provide your proposed contractual language outlining your procedures.),  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>w. All guarantees are calculated before the application of member cost share.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>x. Confirm all of the proposed dispensing fee guarantees are on a maximum guaranteed basis.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>y. Confirm all applicable claims from all 50 states and the District of Columbia will be included in the discount, dispensing fee and rebate guarantee calculations.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>z. Confirm that the PBM’s proposed pricing will apply to the College. Otherwise, clearly identify deviations.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>
<p>aa. 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.</p>	<p><i>Single, Pull-down list.</i>  1: Yes,  2: No (If “No”, please provide your proposed contractual language.)</p>	<p>500 words.</p>

**7.4.2 Brand and Generic Discount Guarantee Calculations:**

Discount Guarantee Calculations	Response	Comments
a. 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)	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
b. Aggregate Ingredient Cost prior to the application of the plan specific co-payments (including member paid penalties) will be the basis of the calculation.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
c. All guarantee measurements will be calculated prior to the application of member cost share (including member paid penalties).	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
d. Dispensing Fees are not included in the Aggregate Ingredient Cost.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
e. Guarantee reconciliation will not be limited to net cost claims. Zero balance due claims or zero amount claims will be included in the guaranteed measurement for AWP, ingredient cost, achieved discounts or dispensing fee calculations at the discounted cost before copay.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
f. Both the Aggregate Ingredient Cost and Aggregate AWP from the actual date of claim adjudication will be used.	<i>Single, Pull-down list.</i>	500 words.
g. Both non-MAC and MAC priced Generic Drugs are to be included in the generic guarantee measurement.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
h. The guarantee measurement must exclude the savings impact from DUR programs, formulary programs, utilization management programs, and/or other therapeutic interventions.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.
i. Confirm all of 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 the College.	<i>Single, Pull-down list.</i> 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	500 words.

**7.4.3 Indicate if the following products are included or excluded from your proposed discount and dispensing fee guarantees:**



List of Products	Response	Comments
a. Compounds	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
b. 340b Pharmacy Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
c. Out of Network Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
d. Paper Submitted Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
e. Secondary Payor Claims (COB or Subrogation)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
f. Vaccines	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
g. Over the Counter (OTC) Products that are not Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips or Prescription Vitamins/ Contraceptives/ Smoking Cessation Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
h. All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (Including those considered as OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
i. Prescription Vitamins, Smoking Cessation Products, Contraceptives (Including those considered as OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
j. Lipid Disorder – PCSK9 Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
k. Long Term Care (LTC)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
l. Home Infusion	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
m. Indian Health Services and Tribal Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required

n. Ancillary Supplies	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
o. HIV Products. If included, confirm if HIV products are included with the specialty or the non-specialty guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
p. Transplant Medications. If included, confirm if Transplant products are included with the specialty or the non-specialty guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
q. Biosimilars	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
r. Veteran Administrative claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
s. Multi-source brand claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
t. Applicable claims from all 50 states and the College of Columbia	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
u. Products subject to patent actions	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
w. Other – please specific all other categories which are excluded from discount guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required

7.4.4 Indicate if the following products are included or excluded from your proposed rebate guarantees:

<b>List of Products</b>	<b>Response</b>	<b>Comments</b>
a. Compounds	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
b. 340b Pharmacy Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
c. Out of Network Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
d. Paper Submitted Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required

e. Secondary Payor Claims (COB or Subrogation)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
f. Vaccines	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
g. Over the Counter (OTC) Products that are not Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips or Prescription Vitamins/ Contraceptives/ Smoking Cessation Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
h. All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (Including those considered as OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
i. Prescription Vitamins, Smoking Cessation Products, Contraceptives (Including those considered as OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
j. Lipid Disorder – PCSK9 Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
k. Long Term Care (LTC)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
l. Home Infusion	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
m. Indian Health Services and Tribal Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
n. Ancillary Supplies	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
o. HIV Products. If included, confirm if HIV products are included with the specialty or the non-specialty guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
p. Transplant Medications. If included, confirm if Transplant products are included with the specialty or the non-specialty guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
q. Biosimilars	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
r. Veteran Administrative claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required

s. Multi-source brand claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
t. Applicable claims from all 50 states and the College of Columbia	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
u. Products subject to patent actions	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required
w. Other – please specific all other categories which are excluded from rebate guarantees.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded	500 words. Nothing required

7.4.5 Provide a list, with NDCs, of any non-specialty drug products that are excluded from your drug pricing guarantees (discounts, dispensing fees, and/or rebates).

*500 words.*

7.4.6 Using the College's detailed prescription drug data, provide an exhibit with NDCs identifying the College's applicable claims that are excluded from your non-specialty drug pricing guarantees (discount, dispensing fee, and/or rebate). **Provide separately for Non-Specialty Drugs Dispensed at Participating Retail 30 Pharmacies, Non-Specialty Drugs Dispensed at Participating Retail 90 Pharmacies, and Non-Specialty Drugs Dispensed at the PBM's Mail Order Pharmacy. (Provide name of attachment(s))**

*500 words.*

7.4.7 Provide a list with NDCs of any specialty drug products (whether found in the claims data or not) that are excluded from your specialty drug pricing guarantees (Overall Effective Discount, Dispensing Fee, and/or Rebate). **Provide separately for Specialty Drugs Dispensed at Participating Retail 30 Pharmacies, Specialty Drugs Dispensed at Participating Retail 90 Pharmacies, and Specialty Drugs Dispensed at the PBM's Specialty Pharmacy. (Provide name of attachment(s))**

*500 words.*

7.4.8 Using the College's detailed claim-by-claim prescription drug data, provide an exhibit with NDCs identifying the College's applicable specialty drug claims that are excluded from your specialty drug pricing guarantees. Provide separately for Specialty Drugs Dispensed at Participating Retail 30 Pharmacies, Specialty Drugs Dispensed at Participating Retail 90 Pharmacies, and Specialty Drugs Dispensed at the PBM's Specialty Pharmacy. (Provide name of attachment(s))

*500 words.*

## 7.5 Administrative Fees

7.5.1 Complete the following Administrative Fee Tables. Note that any per prescription fees must be based on prescriptions that are actually dispensed (not adjustments, errors, or reversals).

<b>Broad Retail 30 and Retail 90 Network with all retail chains / Exclusive Specialty/ 100% Rebate Pass Through Proposal PROPOSED ADMINISTRATIVE SERVICES</b>	<b>7/1/2024-6/30/2025</b>	<b>7/1/2025-6/30/2026</b>	<b>7/1/2026-6/30/2027</b>
<i>Administrative Fee – Per Member Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Claim</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Claim at Retail Only</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Employee Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Flat Amount Per Year</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

7.5.2 Complete the following Administrative Fee Table to confirm whether the following items are included in your proposed Administrative Fee or are available at an additional cost:

<b>Broad Retail 30 and Retail 90 Network with all retail chains / Exclusive Specialty/ 100% Rebate Pass Through Proposal PROPOSED ADMINISTRATIVE SERVICES</b>	<b>Is the services included with the proposed Administrative Fee?</b>	<b>If not, Indicate the proposed fee amount</b>
<i>Toll Free Phone Lines</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Monthly Data Feeds to the College or Designee(s)</i> This data shall be made available through PCCs, or any of its designated contracted vendors, SFTP Contractor shall establish appropriate SFTP site(s) to exchange eligibility and pharmacy claims data daily between itself and the PCC-contracted medical vendor at no additional cost to PCC.	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Prospective /Concurrent DUR</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Standard Reports</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Ad Hoc Reports</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>COB Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>

<i>Mandatory Mail Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Utilization Management Fees</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Dose Optimization Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Prior Authorization Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Step Therapy Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Quantity Limitations</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Overrides</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Custom System Overrides</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Standard 1st level appeals processing</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Standard 2nd level appeals processing</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Urgent appeals processing</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Appeal Services for Utilization Management, formulary and benefit reviews</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Urgent Appeal Service for Utilization Management, formulary and benefit reviews</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Annual EOB Statements</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Retro Termination Letters</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Group Coding</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>

<i>Drug Notification Letters</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Formulary Administration/Management</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>ID Cards (Including new and replacement ID cards)</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Pharmacy Directories and other member materials</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Retail Pharmacy Network Audit Recovery Fees</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Compound Drug Management</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Fraud Waste and Abuse Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Opioid Management Program</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Medicaid/Medicare Subrogation Claims</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Paper Claims</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Retrospective DUR</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>ePrescribing Fees</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Influenza Vaccination Program – Administration Fee</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Non-Influenza Vaccination Program – Administration Fee</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>COVID-19 Vaccination Program – Administration Fee</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>
<i>Other</i>	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>100 words.</i>

## 7.6 Prescription Drug Pricing

AWP Reimbursement Basis - Complete the following tables using the drug reimbursement that your organization is willing to guarantee on a dollar-for-dollar basis for each year of the contract. Columns marked "AWP Discount" are to be completed using a discount from 100% AWP and dispensing fee logic. All guarantees must be based on the AWP unit cost dispensed and post September 26, 2009 AWP rollback.

### TRADITIONAL RETAIL PRICING WITH 100% PASS THROUGH REBATES PROPOSAL

Notes:

1. Brand Pricing must include both single-source and multi-source brands.
2. Post September 26, 2009 AWP rollback
3. Generic Pricing must include single-source generics.
4. Bids must be 100% Rebate Pass Through Quotes

#### 7.6.1 Year 1 (7/1/2024-6/30/2025)

Retail 30 and Retail 90 Network with All Retail Chains Included (List any major Retail Chains Excluded) / Exclusive Specialty	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84 – 90 Days' Supply)	AWP Discount Mail (1 – 90 Days' Supply)
<b>Brand Drugs<sup>[1]</sup></b>			
Guarantee Discount from AWP <sup>[2]</sup> for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guarantee Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Generic Drugs<sup>[3]</sup></b>			
Discount Guarantee from AWP <sup>[2]</sup> for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Rebates<sup>[4]</sup></b>			
All Current Plan Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

#### 7.6.2 Year 2 (7/1/2025-6/30/2026)

Retail 30 and Retail 90 Network with All Retail Chains Included (List any major Retail Chains Excluded) / Exclusive Specialty	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84 – 90 Days' Supply)	AWP Discount Mail (1 – 90 Days' Supply)
<b>Brand Drugs<sup>[1]</sup></b>			
Guarantee Discount from AWP <sup>[2]</sup> for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guarantee Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Generic Drugs<sup>[3]</sup></b>			
Discount Guarantee from AWP <sup>[2]</sup> for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>



Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Rebates<sup>[4]</sup></b>			
All Current Plan Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

**7.6.3 Year 3 (7/1/2026-6/30/2027)**

<b>Retail 30 and Retail 90 Network with All Retail Chains Included (List any major Retail Chains Excluded) / Exclusive Specialty</b>	<b>AWP Discount Retail 30 (1 – 83 Days’ Supply)</b>	<b>AWP Discount Retail 90 (84 – 90 Days’ Supply)</b>	<b>AWP Discount Mail (1 – 90 Days’ Supply)</b>
<b>Brand Drugs<sup>[1]</sup></b>			
Guarantee Discount from AWP <sup>[2]</sup> for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guarantee Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Generic Drugs<sup>[3]</sup></b>			
Discount Guarantee from AWP <sup>[2]</sup> for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<b>Rebates<sup>[4]</sup></b>			
All Current Plan Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

## 7.7 Specialty Pharmacy Program Pricing

7.7.1 Please provide your organization's definition and qualification criteria of a “specialty drug product”.

Specialty Products - Those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution, if a drug is only available through limited specialty pharmacy distribution, it is always considered a Specialty Product; specialized product handling and/or administration requirements.

500 words.

7.7.2 How does the PBM define a Limited Distribution Drug (LDD)?

500 words.

7.7.3 How does the PBM define a Biosimilar Drug?

500 words.

7.7.4 Provide an AWP-based pricing list in **Excel** of all specialty pharmaceuticals, including biosimilars plus Limited Distribution Drugs **that the PBM has access as well as those that the PBM does not have access**, that your company

dispenses and distributes to providers and patients for your proposed specialty pharmacy program. Your pricing must include adequate supplies of ancillaries such as needles, swabs, syringes, and containers. The following items must be included in your list:

- a. Product Name
- b. Therapeutic Group/Therapeutic Category
- c. NDC (National Drug Code -11 digit)
- d. Guaranteed Minimum AWP Discount and Dispensing Fee for all specialty pharmacy program prescriptions for the specialty arrangement
- e. Limited Distribution Drug Designation/ Exclusive Distribution with Access
- f. Limited Distribution Drug Designation/ Exclusive Distribution without Access
- g. Biosimilar Designation.

*Single, Pull-down list.*

- 1: Attached,
- 2: Not provided

7.7.5 Confirm you provided the most recent Limited Distribution Drug Indicator and Exclusive Distribution Indicator in the attachment for the previous question. Confirm you have indicated whether you have access or don't have access to distribute those Limited Distribution Drugs/ Exclusive Distribution Products in the attachment of the previous question. If not, please provide your proposed Limited Distribution Drug List and Exclusive Distribution List as well as an indicator determining whether you have access or do not have access to dispense those products with NDC-11 in an Excel File that will be in place.

*500 words.*

7.7.6 Confirm you provided the most recent Biosimilar Indicator in the attachment for the previous 5.7.4 question. If not, please provide your proposed Biosimilar Drug List with NDC-11 in an Excel File that will be in place.

*500 words.*

7.7.7 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 the College and affected members prior to the change? Will you allow the College the ability to reject any changes in such classification without any impact to pricing guarantees?

*500 words.*

7.7.8 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 the College and affected members prior to the change? Will you allow the College the ability to reject any changes in such classification without any impact to pricing guarantees?

*500 words.*

7.7.9 Confirm a drug will be considered "New to Market" for no more than 6 months. In addition, describe the process the PBM will take to move a drug from the New to Market pricing to being discounted under the respective OED guarantee within 6 months.

*Single, Radio group.*

- 1: Yes, please explain: [ 500 words ] ,
- 2: No, please explain: [ 500 words ]

7.7.10 Provide examples of success with managing specialty costs for other clients.

*500 words.*

7.7.11 Complete the following table:

<b>Specialty Drugs Dispensed at Participating Retail Pharmacies under the Exclusive Specialty Pharmacy Program (30 days' supply)</b>	<b>7/1/2024-6/30/2025</b>	<b>7/1/2025-6/30/2026</b>	<b>7/1/2026-6/30/2027</b>
Overall Effective Discount (OED) Guarantee for Specialty Brand Drugs (excluding Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Specialty Generic Drugs (excluding Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Biosimilars (including New to Market Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Confirm Limited Distribution and Exclusive Distribution Specialty Drugs that the PBM has access will be included in the above OED guarantees	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
Confirm Limited Distribution and Exclusive Distribution Specialty Drugs that the PBM does not have access will be included in the above OED guarantees	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Brand Guarantee for those products the PBM has access and are dispensed at a Participating Retail Pharmacy	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Generic Guarantee for those products that the PBM has access and are dispensed at a Participating Retail Pharmacy	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Brand Guarantee for those products that the PBM does not have access and are dispensed at a Participating Retail Pharmacy	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Generic Guarantee for those products that the PBM does not have access and are dispensed at a Participating Retail Pharmacy	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Confirm New to Market Specialty Drugs, New to Market Limited Distribution Drugs and New to Market biosimilars will be included in their respective OED guarantees	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
If not, then please indicate the New to Market Specialty Drug Discount Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If not, then please indicate the New to Market Limited Distribution Drug Discount Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If not, then please indicate the New to Market Biosimilars Discount Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Administrative Fee Guarantee - Per Prescription (if not included in the proposed Administrative Fee)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Rebate Guarantee – Per Brand Prescription ( <i>Passed Through at 100%</i> )	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Confirm Limited Distribution and Exclusive Distribution Drugs will be included in the above Rebate –Minimum Guaranteed Per Brand Prescription ( <i>Passed Through at 100%</i> ). As a reminder, the PBM may be disqualified if Limited	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>

Distribution Drugs that the PBM has access and does not have access are not included in the overall minimum rebate guarantees.			
If Limited Distribution and Exclusive Distribution Drugs are not included in the above Minimum Rebate Guarantee, then please indicate the separate Limited Distribution and Exclusive Distribution Drug Rebate Guarantee (including those that the PBM has access and does not have access). As a reminder, the PBM may be disqualified if Limited Distribution Drugs that the PBM has access and does not have access are not included in the overall minimum rebate guarantees.	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Rebate Guarantee – Per Biosimilar Prescription ( <i>Passed Through at 100%</i> )	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Confirm the College will receive 100% of rebates related to Biosimilar Products, if any.	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
Confirm any Exclusions from Minimum Rebate Guarantees. List Drugs and Provide Separate Guarantees.	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>

7.7.12 Complete the following table:

<b>Specialty Drugs Dispensed at the PBM’s Specialty Pharmacy under the Exclusive Specialty Pharmacy Program</b>	<b>7/1/2024-6/30/2025</b>	<b>7/1/2025-6/30/2026</b>	<b>7/1/2026-6/30/2027</b>
Overall Effective Discount (OED) Guarantee for Specialty Brand Drugs (excluding Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Specialty Generic Drugs (excluding Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Biosimilars (including New to Market Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Confirm Limited Distribution and Exclusive Distribution Specialty Drugs that the PBM has access will be included in the above OED guarantees. As a reminder, the PBM may be disqualified if Limited Distribution Drugs dispensed at the PBM’s Specialty Pharmacy are not included in the overall specialty discount guarantees.	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
Confirm Limited Distribution and Exclusive Distribution Specialty Drugs that the PBM does not have access will be included in the above OED guarantees.	<i>500 words.</i>	<i>500 words.</i>	<i>500 words.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Brand Guarantee for those products the PBM has access and are dispensed at the PBM’s Specialty Pharmacy. As a reminder, the PBM may be disqualified if Limited Distribution Drugs dispensed at the PBM’s Specialty Pharmacy are not included in the overall specialty discount guarantees.	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Generic Guarantee for those products that that the PBM has access and are dispensed at the PBM’s Specialty Pharmacy. As a reminder, the PBM may be disqualified if Limited Distribution Drugs dispensed at the PBM’s Specialty Pharmacy are not included in the overall specialty discount guarantees.	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Brand Guarantee for those products that the PBM does not have access and are dispensed at the PBM's Specialty Pharmacy	Percent.	Percent.	Percent.
If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution and Exclusive Distribution Drug Generic Guarantee for those products that the PBM does not have access and are dispensed at the PBM's Specialty Pharmacy	Percent.	Percent.	Percent.
Confirm New to Market Specialty Drugs, New to Market Limited Distribution Drugs and New to Market biosimilars will be included in their respective OED guarantees	500 words.	500 words.	500 words.
If not, then please indicate the New to Market Specialty Drug Discount Guarantee	Percent.	Percent.	Percent.
If not, then please indicate the New to Market Limited Distribution Drug Discount Guarantee	Percent.	Percent.	Percent.
If not, then please indicate the New to Market Biosimilars Discount Guarantee	Percent.	Percent.	Percent.
Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	Dollars.	Dollars.	Dollars.
Administrative Fee Guarantee - Per Prescription (if not included in the proposed Administrative Fee)	Dollars.	Dollars.	Dollars.
Minimum Rebate Guarantee – Per Brand Prescription ( <i>Passed Through at 100%</i> )	Dollars.	Dollars.	Dollars.
Confirm Limited Distribution and Exclusive Distribution Drugs will be included in the above Rebate –Minimum Guaranteed Per Brand Prescription ( <i>Passed Through at 100%</i> ). As a reminder, the PBM may be disqualified if Limited Distribution Drugs that the PBM has access and does not have access are not included in the overall minimum rebate guarantees.	500 words.	500 words.	500 words.
If Limited Distribution and Exclusive Distribution Drugs are not included in the above Minimum Rebate Guarantee, then please indicate the separate Limited Distribution and Exclusive Distribution Drug Rebate Guarantee (including those that the PBM has access and does not have access). As a reminder, the PBM may be disqualified if Limited Distribution Drugs that the PBM has access and does not have access are not included in the overall minimum rebate guarantees.	Dollars.	Dollars.	Dollars.
Minimum Rebate Guarantee – Per Biosimilar Prescription ( <i>Passed Through at 100%</i> )	Dollars.	Dollars.	Dollars.
Confirm the College will receive 100% of rebates related to Biosimilar Products, if any.	500 words.	500 words.	500 words.
Confirm any Exclusions from Minimum Rebate Guarantees. List Drugs and Provide Separate Guarantees.	500 words.	500 words.	500 words.

## 7.8 Allowances

7.8.1 Please complete the following table:

Allowance	Description	Response

a. Implementation	Place the \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the College.	500 words.
b. Pre or Post Implementation Audit	Place the flat dollar (\$) amount you are offering the College to be used to conduct a pre or post implementation audit	Dollars.
c. Annual Audit	Place the annual dollar (\$) Per Member amount or the flat dollar (\$) amount you are offering the College to be used annually to verify the College is receiving discounted costs and major services as contracted as well as 100% of rebates.	500 words.
d. General Pharmacy Program Management	Place the \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the College for general expenses related to the management of the pharmacy benefits program such as pharmacy claim and rebate audits, communication expenses, clinical programs, consulting fees or be used as a credit against claim invoices.	500 words.

7.8.2 Confirm the PBM will allow the College 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.

500 words.

7.8.3 If the Allowances described above are offered on a per “Member” basis, describe how the “member” counts will be determined for the allowance calculations described above (i.e., membership at the start of the year, membership over a certain period in time).

500 words.

7.8.4 Confirm the College will be able to use the Implementation Credit or the General Administrative Credit for a Pre-Implementation Audit and/or a Post-Implementation Audit.

500 words.

7.8.5 Confirm the College 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.

500 words.

7.8.6 Confirm the College does not have to repay either the full or a pro-rated share of any of the Allowances if the College terminates the contract early with or without cause.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

## 7.9 Generic Drugs—Dispensing Rate Guarantees

7.9.1 Complete the table below for contract Years 1, 2, and 3. Note that generic dispensing rate includes only true instances of generic dispensing (i.e., exclude multi-source brand drugs dispensed under member-pay-difference plan designs).

Guaranteed GDR	Retail 30 [1 – 83 Days’ Supply]	Retail 90 [84+ Days’ Supply]	Mail Order [All Days’ Supply]
7/1/2024-6/30/2025	Percent.	Percent.	Percent.

7/1/2025-6/30/2026	Percent.	Percent.	Percent.
7/1/2026-6/30/2027	Percent.	Percent.	Percent.

7.9.2 What dollar amount are you prepared to put at risk for failure to meet your GDR guarantees?

500 words.

7.9.3 Confirm the PBM's Generic Dispensing Rate Guarantees will be measured and reconciled on a component basis and a shortfall in one delivery channel will not be used to offset a shortfall in another delivery channel or any other financial component guarantee.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.9.4 Confirm the PBM's Generic Dispensing Rate Guarantee does not include copays or rebates in the calculation.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

## 7.10 Trend Guarantees

7.10.1 Provide the PBM's projected cost based on the proposed formulary and pricing for each contract year (i.e., 1, 2, and 3 separately). Your projections should include the projected ingredient cost, dispensing fees, administrative fees, member cost share and rebates.

500 words.

7.10.2 Confirm the PBM will provide the College with an annual 4% Non-Specialty Gross Drug Spend per Member per Year Trend Guarantee. This trend calculation will be based on the discounted cost plus dispensing fees and after rebates. Trend calculations will not include member cost share.

*Single, Radio group.*

- 1: Yes, please explain: [ 500 words ] ,
- 2: No, please explain: [ 500 words ]

7.10.3 Please describe any price inflation guarantee you are putting forth for specialty drugs.

500 words.

7.10.4 Confirm the PBM's manufacturer agreements contain provisions that limit the amount the manufacturer can raise the AWP price of prescription drugs each year.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.10.5 The PBM guarantees that the percentage increase in the Generic Drug Ingredient Cost compared on a Contract Year basis with the immediately prior Contract Year will be no greater than 2% throughout the term of the contract. This trend calculation will be based on the discounted cost plus dispensing fees and after rebates. Trend calculations will not include member cost share.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

7.10.6 Confirm the Per Member Per Year (PMPY) Net Cost (i.e., Plan Cost after dispensing fees, rebates and member cost share) Guarantee for these drug classes. Therapeutic classes will be defined based on Medi-Span AHFS codes.

Therapeutic Drug Class	7/1/2024-6/30/2025	7/1/2025-6/30/2026	7/1/2026-6/30/2027
Dermatologicals (Acne, Psoriasis, Skin Conditions)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Growth Hormone	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Inflammatory Conditions (Specialty Only)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Multiple Sclerosis	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rheumatoid Arthritis	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Behavioral Health (e.g., ADHD, Narcolepsy, Antipsychotics)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Cancer	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Asthma and COPD	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

## 8 Minimum Contractual Requirements Questionnaire

The following are the College’s core requirements that must be explicitly included in your proposed signature ready contract. Please include your responses within this form. Indicate “yes” or “no” as to your organization's ability to comply.

### 8.1 Formulary Management

8.1.1 Confirm all Pricing Guarantees in this RFP are based on the PBM's standard exclusionary formulary.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.2 Provide the name of the Formulary you are proposing to the College Provide the number of drug exclusions as well as a list of the excluded drugs and the therapeutic alternatives. Provide Information and Names of Attachments.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.3 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.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.4 Provide information of the PBM's process to implement new non-specialty and specialty drug formulary exclusions.  
*500 words.*

8.1.5 Confirm the Trust 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.



*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.6 Provide the name of the Specialty Formulary you are proposing to the College. If applicable, provide the number of drug exclusions as well as a list of the excluded drugs and the therapeutic alternatives. (Provide names of any attachments.)

*500 words.*

8.1.7 The PBM agrees to remove drugs from coverage from the non-specialty and specialty formulary (other than FDA recalls and other safety reasons) **at most two times per year** and no greater than two percent (2%) of members will be disrupted by any non-specialty and specialty formulary deletions or all non-specialty and specialty deletions in total, on an annual basis.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.8 The PBM agrees to notify members 60 days in advance of when a member's utilized drug is targeted to be removed from the non-specialty and specialty preferred drug list. The PBM must provide at least two notifications to the member with the formulary alternative.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.9 The PBM agrees to notify physicians of affected members 60 days in advance of when a member's utilized drug is targeted to be removed from the non-specialty and specialty preferred drug list.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.10 The PBM agrees to notify members 30 days in advance of when a member's utilized drug is targeted to be moved to a higher cost tier. The PBM must provide at least one notification to the member with the formulary alternative.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.11 The PBM agrees to notify physicians of affected members 30 days in advance of when a member's utilized drug is targeted to be moved to a higher cost tier.

*Single, Radio group.*

- 1: Yes,  
2: No, please explain: [ 500 words ]

8.1.12 Provide a description of the PBM's process on how impacted members will be communicated regarding formulary drug exclusions or shifts from a Preferred to a Non-Preferred Tier. For the former, explain how a member would be able to know how to fill an excluded drug through a Prior Authorization for medical exception.

*500 words.*

8.1.13 Confirm the PBM will provide to the College a complete copy of the Formulary (including preferred, non-preferred and excluded drug(s) that is in place for the College's members under all lines of business throughout the life of the contracts. Confirm the PBM will provide to the College a list of specialty drugs that are covered under all lines of business.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.14 Confirm the PBM agrees to grandfather the College's current formulary for up to 90 days following the contract effective date with no negative impact on rebate guarantees if the College requests this option.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.15 Confirm no new drug therapies will be covered for the first 6 months a drug is available in the market.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.1.16 All bidders must complete and submit a **formulary disruption** report for your proposed formulary. The disruption analysis should be based on the **most recent four (4) months of claims data** that will be provided upon the submission of the requested documents (Intent to Propose, NDA, BA). Please note that tiers are not indicated in the claims file so it is best to assume all drugs on the file are paid claims (on the formulary). Results to be included are the number of members that will require a change as well as the number of prescriptions associated with the formulary change. An Excel file that lists the specific drugs that will be negatively impacted (excluded or moved to a higher-cost tier) along with the total number of scripts and members impacted for each of these drugs should also be provided.

Please provide a summary of your formulary disruption analysis using the table below:

Type of Change	Member Impact	% of Total Members	Number of Scripts Impacted	% of Total Scripts (including all brands and generics)
No Change	<i>500 words.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Negative (lower tier to higher-cost tier or moving from covered to not covered)	<i>500 words.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Total	<i>500 words.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>

8.1.17 The PBM will complete and provide the following table:

	#1 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]	#2 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]	#3 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]
Name of Drug	<i>5 words.</i>	<i>5 words.</i>	<i>5 words.</i>
Member Impact	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>
% of Total Members	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Number of Scripts Impacted	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>
% of Total Scripts (including all brands and generics)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

Name of Preferred Alternative	<i>5 words.</i>	<i>5 words.</i>	<i>5 words.</i>
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## 8.2 Clinical Programs

8.2.1 Provide a complete list of your clinical program options for the plan, with pricing and projected savings associated with each program and highlight those programs recommended for the College. Describe the type of impact members will face for each of these programs. Indicate the name of the attachment containing this list and respective pricing.

*500 words.*

8.2.2 Confirm all pricing submitted is NOT 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 the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.2.3 Provide descriptions of PBM's process to introduce new clinical programs to the College that would take into consideration what is currently in place, what is needed and what is no longer needed. Describe how you will provide adequate time to inform the College about the program, provide the College with member and financial specific information and allow the College sufficient time to come up with a decision on the program.

*500 words.*

8.2.4 Provide descriptions of the PBM's Prior Authorization, Drug Quantity Management, Step Therapy capabilities for non-specialty and specialty drugs that would be in place for the College.

*500 words.*

8.2.5 Confirm the PBM offers an optional Comprehensive Utilization Management program that includes all of the PBM's Prior Authorization, Drug Quantity Management and Step Therapy edits for all non-specialty and specialty drugs. Confirm that the College is able to enroll in this program or is able to elect not to enroll in this program without affecting the proposed financial guarantees. Provide the name of the program and the applicable fees whether the fees are on a Per Member Per Month basis or on a per occurrence basis.

*500 words.*

8.2.6 Confirm the PBM will provide information, including potential financial impact to the pricing guarantees, regarding a potential utilization management program to target a specific drug or drug classes within 30 calendar days of the College's request.

*500 words.*

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.2.8 Confirm your PBM's capabilities surrounding e-Prescribing. Would the member's physician be able to see the formulary status of a drug and enter the prior authorization criteria into the e-Prescribing tool?

*1000 words.*

8.2.9 Confirm the PBM will only charge a Prior Authorization fee one time for the review of a member's single prescription and will not charge a fee multiple times if the member/provider does not respond in a timely manner to requests for additional information or if the member/provider makes the request to review the drug again.

500 words.

8.2.10 Confirm the PBM will guarantee the total Prior Authorization fee charges will not be greater than the College's Net Cost (before rebates) for the claim that is ultimately filled.

500 words.

8.2.11 Is the PBM able to exclude bulk chemical compound medications? If so, what does the College need to do in order to ensure the PBM excludes bulk chemical compound medications from coverage?

500 words.

8.2.12 Provide descriptions of the PBM's capabilities regarding compounds and ability to only administer them when it is clinically appropriate.

500 words.

8.2.13 Provide the discounts, dispensing fees and logic associated with the compounds the PBM administers when it is clinically appropriate.

500 words.

8.2.14 Describe your home infusion capabilities. Provide the contractual discounts, dispensing fees, administrative fees and rebates you are proposing to the College for home infusion claims.

500 words.

8.2.15 Provide descriptions of the PBM's online and mobile app capabilities to allow plan sponsors to view actionable items and enhance the care for patients with chronic and complex conditions.

500 words.

8.2.16 Confirm the PBM mail order service must notify the individual member, the College or its designee prior to substituting products that will result in higher member co-pay.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.2.17 Confirm the PBM guarantees that any preferred drug or program the PBM recommends the College to implement will result in a lower ingredient cost before the application of rebates on the promoted drug to both the member and the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.2.18 Confirm 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 the College or its designee.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.2.19 Provide descriptions of the PBM's programs to better manage high-cost non-specialty generics and brands, including Hepatitis C, Diabetes and Oncology products.

500 words.

8.2.20 Provide descriptions of the PBM's process to better manage drug inflation and hyperinflation drugs.

500 words.

8.2.21 Confirm the PBM will provide the College with a utilization management program for every non-specialty drug with an ingredient cost of over \$1,000 per 30 days' supply. Confirm the PBM guarantees to refund the College for every non-specialty drug over \$1,000 that adjudicates that was not properly reviewed by the PBM.

500 words.

8.2.22 Provide a description of how on the PBM will manage Non-FDA approved drugs based on the College's benefits coverage.

500 words.

8.2.23 Provide a description of how on the PBM will manage DESI (Drug Efficacy Study Implementation) drugs based on the College's benefits coverage. FDA's final DESI determination classifies a drug as either effective for one or more of its labeled indications or lacking substantial evidence of effectiveness for one or more of its labeled indications.

500 words.

8.2.24 Provide a description of how the PBM will manage 510k products based on the College's benefits coverage that excludes 510k products from coverage.

500 words.

8.2.25 Confirm Non-essential drugs such as high-cost, low value kits, etc., can be automatically excluded from coverage.

*Single, Radio group.*

1: Yes,

2: No, please explain: [ 500 words ]

8.2.26 Provide examples of success with managing specialty costs for other clients.

500 words.

8.2.27 Do you have edits or programs in place designed to detect, address potential drug fraud and/or abuse and notify the College? If yes, (1) explain and include a listing of the specific drugs targeted by this program, (2) describe the enrollee outreach after fraud or abuse is identified, and (3) detail the controls put into place after fraud or abuse is identified. (Provide name of attachment(s))

500 words.

8.2.28 Do you require two generic products in order for a brand drug with a DAW 1 or 2 code to get the DAW penalty? Does the DAW penalty process apply to just DAW 1 and 2 or all DAW codes? Describe any additional details on how your organization's DAW penalty process works. Does your process allow an appeals process that allows a member's doctor to provide information showing that the brand name drug is medically necessary? If so, how does that process work? Would the regular brand discount, fee, rebate and member copay apply to that drug?

500 words.

### 8.3 Retail Pharmacy Network Management

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

*Single, Radio group.*

1: Yes, please explain: [ 500 words ] ,

2: No, please explain: [ 500 words ]

8.3.2 Confirm the pricing guaranteed in this RFP reflects a retail 90 network that includes one retail chain (or multiple pharmacies) at the mail order copay and mail order pricing to the College similar to what is currently in place. Provide the name or such retail 90 network and a description of the program you are proposing that will allow a member to fill a maintenance medication at one retail chain (or multiple pharmacies) at the mail order copay and mail order pricing to the College. Provide the names of the retail chain(s) that are part of your proposed retail 90 Network that allows members to pay the mail order copay and the College obtain the mail order pricing. Provide the name of the Attachment(s), if any.

500 words.

8.3.3 Provide descriptions of the other retail network options that are not part of this proposal but are available to the College. There is no need to provide the revised pricing under these alternative retail network options at this time.

500 words.

8.3.4 Confirm the PBM will provide service statistics and service performance guarantees (e.g., waiting times) related to medications dispensed via these proposed retail 90 pharmacies.

500 words.

8.3.5 The PBM agrees that it will not remove any participating pharmacies that impact greater than 2% of the College's prescriptions without communicating to the College at least sixty (60) days in advance of the scheduled change. If the change is not agreeable to the College, the College will have the right to terminate the agreement without penalty with 30 days' notice.

*Single, Radio group.*

1: Yes,

2: No, please explain: [ 500 words ]

8.3.6 Confirm the PBM agrees to offer improved pricing terms to the College if greater than 2% of utilizing members are impacted by proposed changes to the participating pharmacy network.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.7 Confirm the PBM agrees that it offers a performance guarantee that will guarantee that at least 95% of members will have access to a network pharmacy within a five-mile radius of their residence if a census file is provided to the PBM.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.8 Confirm whether mail order pharmacies such as Pillpak, Amazon, Hims & Hers Health, Get Roman, etc. that do not have traditional “brick and mortar” locations will be allowed in the College's retail network. Confirm whether the College will have the option to exclude these pharmacies from the retail network.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.9 Confirm the College reserve the right to remove any retail pharmacy from its retail pharmacy network.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.10 Confirm the PBM will not withhold any financial recoveries from audits performed on the contracted pharmacy network including retail, mail order and specialty pharmacies. Confirm any recoveries will be disclosed and credited to the College. Confirm the PBM will provide, on a quarterly basis, a summary of the College's retail network audits and recovery payments provided to the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.12 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.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.13 Confirm the PBM will recover all outstanding payments from retail pharmacies as a result of incorrect charges and pay all the amounts owed from these audits to the client regardless of whether the PBM is able to recover all of these amounts from the delinquent retail pharmacies.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.3.14 Provide a description of the escalation process for urgent drug claim issues in which a claim is rejecting at the pharmacy and members need immediate assistance and resolution.

*500 words.*

8.3.15 All bidders must complete and submit **retail network disruption** reports based on your proposed retail 30 and retail 90 networks, based on the claims data that will be provided upon the submission of the required documents (Intent to Propose Form, NDA, BA). Results to be included are the number of members that will be required to change the utilized retail pharmacy as well as the number of prescriptions associated with the retail pharmacy change. An Excel file that lists the specific retail pharmacies that will be negatively impacted (will be considered out of network for the proposed retail 30 and/or the retail 90 network) along with the total number of scripts and members impacted for each of these retail pharmacies should also be provided. Please provide a summary of your retail network disruption analysis using the tables below:

Type of Change	Retail 30 Network	Retail 90 Network
Number of <b>Currently Utilized Retail Pharmacies that are Not Part of the Proposed Network</b> (that are Eligible to Solicit)	<i>Integer.</i>	<i>Integer.</i>
Number of <b>Members that are Using those Retail Pharmacies that are Not Part of the Proposed Network</b> (that are Eligible to Solicit)	<i>Integer.</i>	<i>Integer.</i>
Number of <b>Prescriptions that Adjudicated via those Retail Pharmacies that are Not Part of the Proposed Network</b> (that are Eligible to Solicit)	<i>Integer.</i>	<i>Integer.</i>
Number of Currently Utilized Retail Pharmacies that are Part of the Proposed Network	<i>Integer.</i>	<i>Integer.</i>
Number of Members that are Using the Retail Pharmacies that are Part of the Proposed Network	<i>Integer.</i>	<i>Integer.</i>
Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Part of the Proposed Network	<i>Integer.</i>	<i>Integer.</i>
<b>Total Number of Retail Pharmacies Included Your Entire Analysis</b>	<i>Integer.</i>	<i>Integer.</i>

8.3.16 Provide a summary of **the Top 3 Currently Utilized Retail Pharmacies that are Not Part of the Proposed Broad Retail 30 Network** based on impacted number of members, location of Pharmacies, Number of members utilizing each of the pharmacies and Number of prescriptions filled at each of the pharmacies.

	Out-of-Network Retail 30 Pharmacy #1	Out-of-Network Retail 30 Pharmacy #2	Out-of-Network Retail 30 Pharmacy #3
Name	<i>10 words.</i>	<i>10 words.</i>	<i>10 words.</i>
City, State	<i>10 words.</i>	<i>10 words.</i>	<i>10 words.</i>
# of Members	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>
# of Scripts	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>



8.3.17 Provide a summary of the **Top 3 Currently Utilized Retail Pharmacies that are Not Part of the Proposed Broad Retail 90 Network** based on impacted number of members, Location of Pharmacies, Number of members that use each of those pharmacies and Number of prescriptions that use each of those pharmacies.

	Out-of-Network Retail 90 Pharmacy #1	Out-of-Network Retail 90 Pharmacy #2	Out-of-Network Retail 90 Pharmacy #3
Name	10 words.	10 words.	10 words.
City, State	10 words.	10 words.	10 words.
# of Members	Integer.	Integer.	Integer.
# of Scripts	Integer.	Integer.	Integer.

## 8.4 Audit Rights

8.4.1 Right to Audit: All bidders agree to extend audit rights to the College. Cooperate with any outside audit firm the College selects to perform a claim administration audit. This might include the provision of space and system terminals for a reasonable period of time to accomplish the audit objectives.

*Single, Radio group.*

- 1: Agree,
- 2: Disagree, explain: [ 500 words ]

8.4.2 The College or its designee will have the right to audit annually, with an auditor of its choice, (for both claims and rebate audits), with full cooperation of the selected PBM, the claims, services and pricing and/or rebates, including the manufacturer rebate contracts held by the PBM, to verify compliance with all program requirements and contractual guarantees with no additional charge from the PBM. Confirm the College's auditor does not need to be mutually agreed upon by the PBM but will have to sign a confidentiality agreement.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.3 Confirm the College will have the right to use an auditor of its choice for rebate audits, and the auditor of manufacturer agreements may be an auditing consulting company and is not restricted to a mutually agreed upon CPA accounting firm whose audit department is a separate stand-alone division of the business, which carries insurance for professional malpractice of at least Two Million Dollars (\$2,000,000).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.4 The College or its designee will have the right to audit up to the last three complete contractual years (36 months) of claims, at no additional charge from the PBM. Confirm all audits will not be limited to information relating to the calendar year in which the audit is conducted or the immediately preceding calendar year.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.5 The College or its designee will have the right to conduct an audit at any time during the year, at any point during the contract term, and the selected PBM will provide all documentation necessary to perform the audit.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.6 The College 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 the College or its designee by the PBM during the life of the contract. Note: This includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.7 The PBM will provide complete claim files and documentation (i.e., full claim files, financial reconciliation reports, inclusion files, and plan documentation) to the auditor within 15 calendar days of receipt of the audit data request as long as a non-disclosure agreement is in place between the auditor and the PBM.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.8 The PBM will not set a maximum of claim samples per audit. The College or the auditor, on behalf of the College, will be able to provide all claims in question (e.g., claim samples separately without limit) during an audit for each contract year that is being audited regardless of whether the scope of the audit is for one year or multiple contractual years.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.9 The PBM agrees to a 30 calendar day turnaround time to provide the full responses to all of the sample claims for the number of years that encompass the scope of the audit.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.10 The College or its designee will have the right to audit up to the greater of 12 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. Confirm these are actual pharmaceutical manufacturer contracts and not contracts with a rebate aggregator or GPO.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.11 The PBM will correct any errors that the College, or its representative, brings up to the PBM's attention whether identified by an audit or otherwise. Describe the process that the PBM will undergo to correct the error and make the appropriate payments to the member and/or the College, if applicable.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.12 Confirm the audit provision shall survive the termination of the agreement between the parties for a period equivalent to the Initial Term of the contract.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.13 Confirm only the College, or the auditor on behalf of the College, is able to formally close an audit initiated by the College or the auditor on behalf of the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.14 Confirm the College is able to initiate a new audit even if all parties have not agreed that the prior audit is closed.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.15 Confirm the College will have the ability to fully inspect the contracts between participating pharmacies and the PBM for up to 80% of retail pharmacy claims if the College selects a fully-pass through pricing arrangement.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.4.16 Confirm you have provided a document outlining the Audit Rights and Procedures. Indicate the name of the Attachment.

*Single, Radio group.*

- 1: Yes, please explain: [ 500 words ] ,
- 2: No, please explain: [ 500 words ]

## 8.5 Implementation

8.5.1 **Implementation.** The successful bidder must be able and fully committed to support the College with all aspects of the installation process. To this end, your proposal must include a detailed implementation timetable and key task checklist, should your company be selected.

*Single, Pull-down list.*

- 1: Yes,
- 2: No

8.5.2 The PBM agrees to load all current prior authorizations, open mail order refills, specialty transfer files, claim history files, and accumulator files that exist for current members from the existing PBM at NO charge to the College (with no charges being deducted from the implementation allowance for file loading or IT).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.5.3 Provide information on how prior authorizations and step therapies will work for those members that have already gone through the process prior to the implementation date assuming you'll receive a claims history file, open mail refill file and a prior authorization file for only the past 12 months. Provide information how these members will be impacted at a retail pharmacy (assuming the member is paying the higher copay for maintenance drug refills at retail) and via mail order.

*500 words.*

8.5.4 The PBM agrees to send at least 12 months of claims history data, all current prior authorizations, open mail order refills, specialty transfer files, and accumulator files that exist for the College members to the next/successor PBM at NO charge if the College terminates the contract with or without cause.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.5.5 The PBM agrees to work with the College's auditor during a pre/post implementation audit to run test claims in a test environment utilizing the College's actual plan parameters.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.5.6 The PBM agrees to waive any charges to the College or the College's medical plan claims administrators 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, bidirectional data integration, including non-standard data integration formats.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.5.7 The PBM will provide draft SPD (what is SPD language for any clinical programs that are to be implemented.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

## **8.6 Member Service and Account Management**

8.6.1 Confirm the PBM agrees to provide appropriately designated account resources including, but not limited to, an implementation manager, strategic account executive, clinical director - pharmacist, account manager, claims advocate and an underwriter/financial analyst that are familiar with multiemployer plans. Please include biographies in

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.2 Confirm the PBM's Account Team will be available to meet with the College and update an action log on a bi-weekly basis and meet with the College quarterly, upon request, to review utilization reports and service performance metrics. The Account Manager will be responsible for overseeing the task log and ensuring each identified issue is addressed until resolution is achieved. Confirm the PBM will include a Performance Guarantee on the Account Team's responsiveness.

*500 words.*

8.6.3 The PBM agrees to obtain the College's approval for all member communication materials before distribution to members. The PBM will not automatically enroll the College in any programs that involve any type of communications with members or alterations of members' medications, without express written consent from the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.4 The College reserves the right to review, edit, or customize any communication from the PBM to its membership.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.5 Indicate how the PBM will personalize member communications based on the College's various demographics (e.g., age, new hires) and type of enrolled plan (e.g., Actives, Pre-65 Retirees).

*500 words.*

8.6.6 Confirm that postage is included when mailing new ID cards and replacement cards.

*500 words.*

8.6.7 The PBM will be able to print out the full name of the primary member and dependents on the ID Card.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.8 Describe how the PBM will ensure that the PBM does not create unnecessary duplicate ID cards that will be incorrectly charged to the College when receiving and loading eligibility files.

*500 words.*

8.6.9 Confirm members will be able to print out ID Cards from the PBM's website. In addition, confirm the member will be able to see the ID card from the PBM's mobile App.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.10 Describe the process on how the member will be able to access the ID card if the member has not received the initial member ID card package by the effective date.

*500 words.*

8.6.11 Confirm a dedicated 1-800-telephone number is to be available for all College members and should only be used for the College's members. That dedicated member service call center number shall be available 24 hours a day/ 7 days a week.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.12 Confirm the PBM will respond to all inquiries and requests made by the College's plan members with a sense of urgency. Phone calls and all correspondence are to be handled by a reasonable number of service personnel who have been trained in the area of customer service and who are familiar with the College's programs.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.13 All member service call recordings and notes between the PBM and the College's members will be the College's property.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.14 The PBM agrees to document 100% of the College's member service calls through call recordings and call notes. PBM will forward written transcripts of calls at the College's request within two business days of the request being made.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.15 The College reserves the right to access all call recordings or call notes from member service calls with its members. PBM agrees to allow the College the right to request call recordings and/or notes at any time. PBM agrees to allow the College to listen to any recorded calls within 24 hours of the College's request.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.16 All customer service operations requiring verbal communication with the College and the College's members will be performed in the United States (i.e., will not be provided offshore). Yes/No

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.17 Confirm the PBM will provide the College with a virtual tour of its CSR system and any custom messaging system.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.18 Provide information on programs your organization offers that would allow members to contact the same Care Representative.

*500 words.*

8.6.19 Confirm that multi-language communication phone line support is included in the base administrative fee. List the languages available to the College's members speaking to your customer service representatives.

*500 words.*

8.6.20 How do you track member complaints? List the top 5 member complaints related to retail, mail order, and the specialty pharmacy program. What processes/ remedies have been put into effect to resolve these complaints?

*500 words.*

8.6.21 Do you maintain statistics with respect to member service telephone response time, Abandonment, and Inquiries made?

*500 words.*

8.6.22 How are disabled (e.g., hearing-impaired) member calls facilitated through your member services area?

*500 words.*

8.6.23 The PBM agrees to, at minimum, quarterly calls to review member service issues. The PBM agrees to allow the College to review member service quality issues to the resolution endpoint.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.24 The PBM agrees to a minimum of one annual meeting with call center executives to discuss services regarding enrollment and member issues.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.25 List the functions members can perform using your member website and mobile app.

*500 words.*

8.6.26 Can members view real time discount price by drug and pharmacy via your website, mobile app or call center?

*Multi, Checkboxes.*

- 1: Website,
- 2: Mobile app,
- 3: Call center

8.6.27 Please provide the College with a dummy login so that the College can access the PBM's member website. If not possible, please provide an attachment with images of the PBM's member website layout

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.29 Provide standard report package sample the College will receive and note frequency. Confirm the standard reporting package could be sent to the College on a quarterly or annual basis at the College's request.

*500 words.*

8.6.30 The PBM agrees that all future edits required because of plan design changes implemented by the College shall be completed, after testing, by the PBM within 45 days of request/advisory by the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.6.31 Confirm the bidder will fully disclose any and all sub-contracted work and off-shoring services (e.g., Member services, Call Centers, etc.)

*Single, Radio group.*

- 1: Agree,
- 2: Disagree, explain: [ 500 words ]

8.6.32 Describe what portion of the College's business with your organization will be serviced by a subcontractor or through leased services/networks.

*500 words.*

8.6.33 List all functions you currently outsource to any third party and name sub-contractor for the following functions:

	<b>Outsource to third party?</b>	<b>Provide sub-contractor name</b>
Claim processing system	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Formulary Management	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Appeals	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Clinical programs	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
P and T	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Customer service	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Rebate contracting	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Network contracting	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Mail order	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Specialty Pharmacy	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Data Reporting	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>

8.6.34 Please provide the following information regarding your organization:

	<b>CY 2022</b>
Total Number of Covered Lives	<i>Integer.</i>
Total Number of Scripts Dispensed	<i>Integer.</i>
Total AWP Dollars Processed	<i>Integer.</i>
Total Number of Pharmacy Benefit Client Accounts	<i>Integer.</i>
Total Number of Pharmacy Benefit Client Accounts with 2K covered lives	<i>Integer.</i>
Major Owners of the Organization	<i>500 words.</i>

8.6.35 Please provide the following information regarding the proposed account team:



	<b>Name of Team Member</b>	<b>Years of PBM Experience</b>	<b>Number of Assigned Accounts</b>	<b>Location</b>
Strategic Account Executive	5 words.	Decimal.	Integer.	20 words.
Account Manager	5 words.	Decimal.	Integer.	20 words.
Clinical Pharmacist	5 words.	Decimal.	Integer.	20 words.
Implementation Manager	5 words.	Decimal.	Integer.	20 words.

## 8.7 Legal Responsibilities

8.7.1 **General Compliance:** All bidder services must adhere to relevant federal and state laws and regulations.

*Single, Radio group.*

- 1: Agree,
- 2: Disagree, explain: [ 500 words ]

8.7.2 **HIPAA/ACA Compliance:** All bidder systems and services must be in compliance with the HIPAA EDI, Privacy, and Security regulations on the appropriate dates established by the U.S. Department of Health & Human Services.

*Single, Radio group.*

- 1: Agree,
- 2: Disagree, explain: [ 500 words ]

8.7.3 The PBM shall indemnify, defend and hold harmless the College, its officers, directors, employees and agents and affiliates from and against any and 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 Agreement or arising out of the negligent act or omission or willful misconduct of the PBM or its employees or agents including PHI breaches.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.5 The PBM acknowledges that it is compliant with the Electronic Data Interchange (“EDI”), Privacy and Security Rules of the Health Insurance Portability and Accountability Act (“HIPAA”), and will execute the appropriate Business Associate Addendum (“BAA”). PBM also agrees that in the event of a privacy violation or data breach, that the PBM will notify the College and the impacted members to a breach and provide any required remedies.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.6 The PBM shall maintain written security policies and safeguards that meet industry standards for an entity of the size and resources of the PBM and for the nature of the protected health information that the PBM receives, accesses, stores and transmits. The PBM agrees to notify the College within ten (10) business days of any breach of protected health information and in any shorter time period as required by Arizona's Breach Notification Law.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.7 The PBM shall comply with federal and state laws that govern the privacy of medical information.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.8 The PBM agrees that the Agreement or any of the functions to be performed hereunder shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then this agreement shall terminate upon the effective date of said assignment.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.9 The PBM must agree 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 the College shall endeavor to meet and negotiate a reasonable outcome of said dispute. In NO event shall PBM undertake unilateral offset against any monies due and owed the College, whether from manufacturer rebates, credit adjustment or otherwise.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

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

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.11 What general and professional errors and omissions cybersecurity liability coverage does the PBM currently have in place? Include name of insurer, per occurrence \$ limits and total policy coverage limits.

*500 words.*

8.7.12 Confirm any disputes between the PBM and the College shall be governed by laws of the State of Arizona and the exclusive jurisdiction for any judicial suit, action or proceeding relating to the agreements shall be the courts in the State of Arizona.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.13 Confirm the PBM agrees to hold the College harmless for any HIPAA Violations made by the PBM or its Network Pharmacies.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.14 The PBM will agree to be claims fiduciary for clinical based determinations.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.15 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 client about them, and provide the appropriate information).

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.16 Confirm your organization meets all federal and state benefit laws including all relevant provisions of ACA, HIPAA and Mental Health Parity laws.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.17 Confirm the PBM will respond to and timely incorporate future Health Care Reform changes in full compliance with the law and at no additional cost to the College.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

8.7.18 Confirm the College 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.

*Single, Radio group.*

- 1: Yes,
- 2: No, please explain: [ 500 words ]

## **8.8 Implementation and Ongoing Service Performance Guarantees**

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

8.8.1 Indicate the Total Amount at Risk (per Member dollar amount or flat dollar amount) you are proposing to the College for Implementation Performance.

*500 words.*

8.8.2 Indicate the Total Annual Amount at Risk (per Member dollar amount or flat dollar amount) per contract year you are proposing to the College for Ongoing Annual Service Performance.

*500 words.*

8.8.3 Confirm the proposed penalties will not be the sole and exclusive remedy available to the College for such failure. Confirm the PBM will pay any amount owed to the College and/or its members if the PBM fails to properly administer claims in addition to the missed performance guarantee metric.

*500 words.*

8.8.4 Confirm the College may determine the weighting from 0% to 30% for each of the proposed Performance Guarantees prior to the start of each Contractual Year as long as the total amount equals to 100%.

*500 words.*

8.8.5 Confirm the PBM will provide separate nonfinancial performance guarantees for the Retail 90 prescriptions filled at one retail chain or include them with the nonfinancial performance guarantees for the proposed retail 30 network.

*500 words.*

8.8.6 Confirm that if the implementation time period is less than 90 days, implementation guarantees and first quarter guarantees will still apply.

500 words.

8.8.7 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.

500 words.

8.8.8 Confirm the PBM agrees to this list of requested Implementation and Ongoing Service Performance Guarantees. Indicate the measurement criteria (Book of Business or Plan Specific) and the timing for the criteria measurement and payments (quarterly and/or annually). In addition, the PBM may provide other guarantees designated to differentiate the PBM's program.

500 words.

8.8.9 Contract:

	<b>Requested Standard</b>	<b>Indicate the PBM's Proposed Standard if Different from Requested Standard</b>	<b>Measurement Criteria (BOB or Client specific)</b>	<b>Timing of Measurement and Payments (Quarterly or Annually)</b>
<b>Implementation Performance Guarantees</b>				
Clean Implementation	There will be 0.0% systems errors, 0.0% ID card delays, and the College will have access to 100.0% of the tools prior to effective date	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Implementation Timeline	Implementation team will be assigned and introduced to the College at least 3 months in advance of effective date and 100.0% of key milestones will be achieved.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Implementation Team	Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for the College's program	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Implementation Satisfaction Scorecard	The College will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
<b>Ongoing Performance Guarantees</b>				
<b>Payment Accuracy &amp; System Performance</b>				

Protected Health Information	PBM guarantees no incidents in violation of HIPAA Security Rules, which results in a transmission of electronic PHI for the College's covered members. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Plan Administration Accuracy	100.0% of all claims will adjudicate based on the College design set up. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
System Downtime	At least 99.5% access to its systems by all the retail pharmacies in the 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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Invoicing Errors	All invoicing errors will be credits back to the College by next billing cycle or PBM will pay interest. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Eligibility Data Error Reporting	Eligibility file error reporting on all clean eligibility file updates will be provided to the College within 1 business day after receipt. Eligibility file error reporting on all eligibility file updates will be provided to the College	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually

	within 2 business day after receipt. This is measured and reported on a quarterly basis and on a Plan-specific basis.			
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Pharmacy Audit Resolution	48 hours after receipt of findings. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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 Network Program 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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Claims Detail File	All claims detail files sent to external vendors will be provided within 8 days of request or scheduled delivery date. This is measured	500 words.	Single, Pull-down list.	Single, Pull-down list.

	and reported on a quarterly basis and on a Plan-specific basis.		1: BOB, 2: Client specific	1: Quarterly, 2: Annually
<b>Account Management</b>				
Contracting Cooperation	Response to recommended contract language changes within 10 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Client Approval of Member Communications	100% of all member communications will be approved by the College - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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 month. This is measured and reported on annual basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Delivery of Standard Reports	The PBM will deliver all standard reports to the College within 30 days of end of reporting quarter. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
PBM Account Team's 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 the College and the PBM at the beginning of such Contract Year) from the Company's benefits staff. This is measured and reported on an annual basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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 the	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually

	College. This is measured and reported on a quarterly basis and on a Plan-specific basis.			
Account Management Reporting	The Account Manager will provide a monthly status report that highlights outstanding open issues and will be available to meet with the College on a monthly basis to discuss the status report. This is measured and reported on a contract year and Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Account Management Client Meetings	During first quarter after the Effective Date, the PBM will be available to meet with the College on a minimum of a monthly basis and thereafter on a minimum of a quarterly basis, with at least one in-person visit (unless health regulations are in place that do not allow in-person contact). This is measured and reported on a contract year and Plan specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Account Management Responsiveness/ Initial Issue Resolution – The College Staff Involvement / Escalation	PBM will resolve all issues, including member issues that required the involvement of the College'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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Account Management Responsiveness/ Final Issue Resolution – The College Staff Involvement / Escalation	PBM will ultimately resolve 100.0% of issues brought up by the College within 14 business days. If not, a \$5,000 penalty will be applied per case, up to the total annual maximum. The College 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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
<b>Member Services</b>				
Mail Turnaround – Prescriptions not requiring intervention	100% of prescriptions will be dispensed within 2 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
Mail Turnaround – Prescriptions requiring	100% of prescriptions will be dispensed within 3 business days. This is measured and	500 words.	Single, Pull-down list.	Single, Pull-down list.



intervention	reported on a quarterly basis and on a Plan-specific basis.		1: BOB, 2: Client specific	1: Quarterly, 2: Annually
Paper Claims Turnaround	95% of prescriptions 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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Mailing Member Materials	All applicable member materials (for example, mail order forms) will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that 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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Average Speed of Answer	100% of calls to the College-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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Abandonment Rate	All calls to the College-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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
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.	500 words.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

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; the College 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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually
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.	500 words.	Single, Pull-down list. 1: BOB, 2: Client specific	Single, Pull-down list. 1: Quarterly, 2: Annually

## 8.9 Federal No Surprises Act and Final Transparency Rule

### 8.9.1 General

8.9.1.1 Describe how your company will assure that the College will be in compliance with federal law and regulations concerning surprise billing and transparency with respect to the services provided by your company. Confirm your company will incorporate language in good faith regarding the Federal No Surprises Act and Final Transparency Rule.  
500 words.

8.9.1.2 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 the College.  
500 words.

8.9.1.3 List any technical specifications that the College 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.  
500 words.

8.9.1.4 Do you expect to be fully compliant with the law and regulations by the statutory and regulatory due dates? If not please explain.

*Single, Radio group.*

- 1: Yes,  
2: No, explain: [ 500 words ]

8.9.1.5 Are your existing fees inclusive of all services related to the law and regulations? If not, please explain what additional costs the College may incur. Please also state when and how the College would be notified of any fee modification proposals.

*Single, Radio group.*

- 1: Yes,  
2: No, explain: [ 500 words ]

8.9.1.6 Do you intend to propose revisions to the existing pharmacy benefit manager agreement and if so, please describe when we can expect these proposed revisions?

*500 words.*

## **8.9.2 Transparency Rules**

8.9.2.1 Will you prepare an internet-based self-service tool that makes available to plan participants real time cost-sharing information concerning covered prescription drug items and services in accordance with the rule?

*500 words.*

8.9.2.2 Do you currently offer an internet-based self-service tool? If so, please describe how it differs from the regulations and how you will revise it.

*500 words.*

8.9.2.3 How will you make the tool available to plan participants, through your website, by providing information to plans, or through another option?

*500 words.*

8.9.2.4 Please provide screenshots of the web portal to be used for the participant cost-sharing disclosure.

*500 words.*

8.9.2.5 How will the required participant Notice of disclosure be provided?

*500 words.*

8.9.2.6 How will you respond to individuals who request the information on paper instead of through the website?

*500 words.*

8.9.2.7 Describe whether the tool will also meet the requirements for a price comparison tool under the No Surprises Act.

*500 words.*

8.9.2.8 Will you provide the College with a machine-readable file on a monthly basis including prescription drug negotiated rates? If so, describe which files will be provided and state whether you will send information to the College or provide another service to the College that allows the College to link you another website?

*500 words.*

8.9.2.9 Describe the information technology requirements necessary for transmitting files and/or posting them.

*500 words.*

8.9.2.10 If the College uses multiple service providers for in-network or out-of-network pricing, will you provide assistance in consolidating the information into one file?

*500 words.*

### **8.9.3 Gag Clause**

8.9.3.1 Do any contracts you are a party to contain a claim prohibiting disclosure of pricing terms (“gag clause”) which will be prohibited under the No Surprises Act? If yes, please describe and state how you will assure they are removed. Indicate your timeline for removing gag clauses from contracts.

*500 words.*

### **8.9.4 No Surprises Act**

8.9.4.1 Describe what benefits you administer through the College's pharmacy benefit would be subject to the new process for paying for emergency services at hospitals, freestanding emergency centers, and air ambulances under the No Surprises Act?

*500 words.*

8.9.4.2 If you administer benefits that are subject to the Act, please describe your process for paying for emergency services, non-emergency services provided at an in-network facility, and air ambulances.

*500 words.*

8.9.4.3 The Act requires ID cards to contain information about deductibles and out-of-pocket maximums. · Describe what changes are needed to ID cards and how you will provide the new cards. · Describe any charges for the cards. · Describe when and how new ID cards will be delivered to Plan participants.

*500 words.*

8.9.4.4 Describe what benefits you administer through the College's pharmacy benefit, including specialty drugs, are subject to the new requirement to provide plan participants with an Advanced Explanation of Benefits (as required under ERISA Section 716(f); PHSA Section 2799A-1(f)).

*500 words.*

8.9.4.5 What process will be used to accept provider notification of expected charges and services?

*500 words.*

8.9.4.6 Describe how you will provide the Advanced EOB to participants, i.e., via electronic means or mail as requested by the participant.

*500 words.*

8.9.4.7 Describe how you will provide reports assuring that the Advanced EOB process is performing as required by law.

*500 words.*

8.9.4.8 Describe your process for addressing participant or provider complaints that may be made against the College under the Act.

*500 words.*

8.9.4.9 How will you assist the College in reporting prescription drug costs and other information to the federal government under ERISA Section 725 and PHSA Section 2799A-10?

*500 words.*

8.9.4.10 Describe your process for reporting prescription drug cost information to the federal government.

*500 words.*

8.9.4.11 State which elements of the reporting requirements for which you will be responsible and the requirements expected by the College.

*500 words.*

8.9.4.12 Describe whether you will accept responsibility for fulfilling all cost reporting obligations and if not, which you will not fulfill.

*500 words.*

8.9.4.13 Please note any additional costs for this reporting service.

*500 words.*

## **9. Reference Documents**

9.1 Reference documentation is located on the Manage Documents page. A link has been provided in the left-hand side menu.

9.2 Please provide three references with at least 2,000 covered lives, that the College may contact:

- a. A current client that has been with the PBM for three years.
- b. A new client that went through the implementation process within the past 6-12 months.
- c. A client that recently terminated the PBM.

*Single, Pull-down list.*

- 1: Attached,
- 2: Not provided

**Exhibit 1: SPD/Wrap Plan Document**

Is available at <https://pima.edu/administration/contracts-purchasing/rfps-bids-quotes.html> and in ProposalTech.

Exhibit 2



PBM RFP Intent to Propose Form For

**Pima County Community College District (PCC/College) PBM RFP**

All bidders must complete this page and return via the instructions in ProposalTech. Exhibits will be released upon receipt of this Intent to Propose Form.

Name of Bidder: \_\_\_\_\_

We confirm the receipt of your request for proposal and will take the following action:

We intend to bid on the pharmacy benefits coverage.

We decline to bid. Please provide reason:

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 3****Business Associates Addendum (HIPPA)  
Attachment X**

This Addendum is made part of this Contract between the Pima County Community College ("College") and The Contractor / Vendor referred to as "Business Associate" in this Addendum, if the Contractor is awarded a Contract by the College. If the Business Associate does not receive a Contract award, this Business Associates Addendum ("BAA") will constitute a standalone agreement between the College and the Business Associate with respect to any and all College data given to Business Associate for use in the Solicitation process.

For good and valuable consideration, the College and Business Associate agree to be bound to the terms and conditions of this BAA.

COLLEGE and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

**The College will only consider this BAA to be fully executed if it is signed without any modifications.**

**1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Unsecured Protected Health Information, and Use.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to COLLEGE any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner:
  - 2.3.1. Reporting. Business Associate shall report to COLLEGE any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by COLLEGE. Business Associate shall make an initial report to the COLLEGE not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
    - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
    - B. A description of the PHI used or disclosed;
    - C. The date(s) on which the unauthorized use or disclosure occurred;
    - D. The date(s) on which the unauthorized use or disclosure was discovered;



- E. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;
- F. Identify the person(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, has occurred, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the COLLEGE Privacy Official.

Business Associate shall provide COLLEGE with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than thirty (30) days after discovery of the unauthorized use or disclosure.

2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.

2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses COLLEGE PHI in violation of this Addendum or applicable law.

2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;

2.5. Make available PHI in a designated record set to COLLEGE as necessary to satisfy COLLEGE' obligations under 45 CFR §164.524;

2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by COLLEGE pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy COLLEGE' obligations under 45 CFR §164.526;

2.7. Maintain and make available the information required to provide an Accounting of Disclosures to COLLEGE as necessary to satisfy COLLEGE' obligations under 45 CFR §164.528;

2.8. To the extent Business Associate is to carry out one or more of COLLEGE' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to COLLEGE in the performance of such obligation(s); and

2.9. Make its internal practices, books and records available to COLLEGE for purposes of determining compliance with the HIPAA rules within ten (10) business days of a written request by COLLEGE.

### 3. PERMITTED USES AND DISLOSURES BY BUSINESS ASSOCIATE

3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;

3.2. Business Associate may use or disclose protected health information as required by law;

- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with minimum necessary requirements ;
- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by COLLEGE, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of COLLEGE.

#### **4. PROVISIONS FOR COLLEGE TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.1. COLLEGE shall notify Business Associate of any limitation(s) in the COLLEGE Notice of Privacy Practices under 45 CFR §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI;
- 4.2. COLLEGE shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI; and
- 4.3. COLLEGE shall notify Business Associate of any restriction on the use or disclosure of PHI that COLLEGE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

#### **5. TERM AND TERMINATION**

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date COLLEGE terminates the contract for cause as authorized in Section 5.2, or for any other reason permitted under the contract, whichever is sooner.
- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by COLLEGE if COLLEGE determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by COLLEGE.
- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from COLLEGE, or created, maintained, or received by Business Associate on behalf of COLLEGE, shall:
  - 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.3.2. Destroy or return to COLLEGE all remaining PHI that the Business Associate still maintains in any form;
  - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and

5.3.5. Destroy or return to COLLEGE the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.

5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

**6. INDEMNIFICATION AND MISCELLANEOUS**

6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend COLLEGE from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties’ respective rights and obligations under this Section shall survive termination of the Contract.

6.2. Complete Agreement: If the Business Associate is not awarded a Contract at the end of the Solicitation process (RFP P24/0067L), this BAA shall constitute the entire agreement of the College and Business Associate with respect to the College data given to Business Associate during the Solicitation process. The College and Business Associate have not made any representations, warranties, inducements, or oral agreements except as expressly set forth herein. Business Associate and the College may not change, modify, or rescind this BAA except in writing, signed by Contractor and the College.

6.3. Exclusive Remedy: This BAA shall be the exclusive source of remedy for any claim arising out of the subject matter of this BAA.

6.4. Successors: This BAA shall be binding upon, and inure to the benefit of, any successors and assigns of the College and Business Associate.

6.5. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.

6.6. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.

6.7. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

6.8. Governing Law: This Addendum and any action related thereto shall be governed by and interpreted under the laws of the State of Arizona. The parties expressly consent to the jurisdiction and venue of the state and federal courts of Phoenix, Arizona for any action arising from or related to this Addendum.

Business Associate hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy must be filed with PCC.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_

---

Title \_\_\_\_\_

---

Name of Contractor / Vendor \_\_\_\_\_

## Exhibit 5

**Sample AGREEMENT  
For  
Pharmacy Benefit Management Services**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2024 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and \_\_\_\_\_ (“**Contractor/Consultant**”), located at \_\_\_\_\_.

**Recitals:**

- A.** Contractor is the successful offeror under Pima Community College RFP No. P24/10067L: Pharmacy Benefit Management Services.
- B.** This Agreement and subsequent services may be federally funded.
- C.** The Contractor agrees to perform the Pharmacy Benefit Management Services hereinafter set forth when, and as assigned by the College, and

**NOW, THEREFORE**, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

**1. SERVICES**

1.1. Subject to the General Terms and Conditions stated in **Attachment A** and made part of this Agreement, Contractor shall provide College Federal Lobbyist Services (“**Services**”). **Attachment B**, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

**2. COMPENSATION**

In exchange for the Services, College shall pay Contractor as compensation the amount as and when set forth on **Attachment C**, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

**3. TERM**

The initial term of this Agreement shall be for a period of three (3) years from date of award. Two (2), one-year renewals of the agreement may be effected by Purchase Order or an amendment to this Agreement approved by both parties, and, unless terminated earlier pursuant to Section 4 of this Agreement.

**4. TERMINATION**

**4.1. Termination for Cause.** Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

**4.2. Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

## 5. INSURANCE

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in **Attachment D**, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

## 6. NOTICES

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To **COLLEGE:**

Name:

Phone:

Email:

Address: 4905 E. Broadway Blvd., Tucson, AZ 85709

To **CONTRACTOR/CONSULTANT:**

Name:

Phone:

Email:

Address:

## 7. ENTIRE AGREEMENT; AMENDMENTS

**7.1.** This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

**7.2.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**[SIGNATURE PAGE CONTINUES]**

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**  
**PIMA COUNTY COMMUNITY COLLEGE**  
**DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For **CONTRACTOR**  
**[xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx]**:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENTS:**

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Financial Terms and Conditions
- Attachment D – Insurance Certificates
- Attachment E – Business Associates Addendum

## ATTACHEMENT A to AGREEMENT FOR SERVICES

## GENERAL TERMS AND CONDITIONS

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
  - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
  - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
  - 5.3. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
  - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
  - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.
  - 7.3. **College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College**



Data”). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College’s Intellectual Property and Contractor shall treat it as College’s confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor’s obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College’s prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

## 8. Confidentiality

- 8.1. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party’s business practices, strategies, and technologies, as well as the other party’s confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, “**Confidential Information**”), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party’s prior written consent.
- 8.2. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party’s Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- 8.3. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party’s possession or under the party’s control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
9. **Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
10. **Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

## 11. Privacy and Security.

- 11.1. If Contractor, or its agents, or any tier of Contractor’s subcontractors in the performance of this Agreement hosts or maintains College’s Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.
- 11.2. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College’s information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College’s

Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.

- 11.5. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
12. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
13. **Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
14. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
15. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
16. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
17. **Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
18. **Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
19. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.

- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.

- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 33. Drug Free Workplace –** The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 34. Prior Course of Dealings –** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.
- 35. Right to Offset –** The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant's non-conforming performance or failure to perform the Agreement, or any other debt owing the College.
- 36. Cooperative:** The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.
- 37. Stop Work Order –** The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

**39. Suspension or Debarment** – The College may by written notice to the Consultant immediately terminate the Agreement if the College determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

**End of Attachment A**

**ATTACHMENT B to SERVICE AGREEMENT**  
**SCOPE OF WORK; DELIVERABLES**

**TBD**

(The Scope of Work will be developed and incorporate the appropriate responses provided in the Proposal)

**End of Attachment B**

**ATTACHMENT C to AGREEMENT FOR SERVICES**  
**Financial Terms and Conditions**

**TBD**

(The Financial Terms and Conditions will incorporate the appropriate responses provided in the Proposal)

**ATTACHMENT D to AGREEMENT FOR SERVICES**  
**INSURANCE REQUIREMENTS**

**1. GENERAL INSURANCE REQUIREMENTS:**

- A. Certificates of Insurance:** Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.
- C. Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. Additional Insureds:** For policies shown in Sections 2(8), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- E. Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.
- F. Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

- A. Commercial General Liability Insurance** - Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

**Professional Liability**

Professional liability insurance with minimum limits of \$1,000,000 per occurrence and requiring notice to the College at least thirty (30) days prior to cancellation or restriction of coverage.  
 Coverage shall be afforded on a form acceptable to the College. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.



## Exhibit 5: Required Submittal Forms

### Certification Form

In response to **RFP No. P24/10067L Title: Pharmacy Benefit Management Services** this proposal is submitted

by: \_\_\_\_\_,  
 (Company Name)

- a corporation organized and existing under the laws of the State of \_\_\_\_\_;
- a partnership, registered in the State of \_\_\_\_\_, and consisting of \_\_\_\_\_;
- an individual trading as \_\_\_\_\_;

located at \_\_\_\_\_  
 (address)

Federal Tax Id No. \_\_\_\_\_

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal will remain in effect for a period of ninety (90) calendar days as of the Due Date for proposals to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:		Addendum No.	Date:

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):

- women-owned business;  minority-owned business;  labor surplus area firm
- does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
- small business;  veteran-owned small business;  service-disabled veteran-owned small business;
- HUB Zone small business;  small disadvantaged business; or  women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

#### Authorized Signature/Date

<b>Print Name</b>	<b>Title</b>
<b>Email address</b>	<b>Phone #</b>

## Exceptions Requested Form/Vendor Order Form

Company Name \_\_\_\_\_

Any exceptions to the requirements of this RFP, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

\_\_\_\_\_ **(initial)** Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

***Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.***

**Order Form:** (initial only one)

\_\_\_\_\_ **(initial)** The firm utilizes an Order Form, Sales Form or similar document for placement of orders and has included a sample attached herein for College's review and approval for subsequent use during the agreement's term. The Order Form does not contain provisions contradicting or conflicting with the Pima Community College Contract.

\_\_\_\_\_ **(initial)** Order Form, Sales Form or similar document is not applicable.

Authorized Signature/Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Confidential and/or Proprietary Declaration Form

Company Name \_\_\_\_\_

In the event the Offeror elects to include in its proposal any information deemed "proprietary" or "protected," it will package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

If the proposal contains **NO** confidential/proprietary information, a statement to that effect must be provided.

\_\_\_\_\_(initial) Contractor certifies this proposal contains **NO** confidential and/or proprietary information.

**Confidential/Proprietary Information.** Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. **If additional space is required, provide information on a separate page and submit as an attachment to this form.**

Authorized Signature/Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Required Submittal Form**  
[Mandatory Certifications Form](#)
**Company Name** \_\_\_\_\_

**A. Conflict of Interest Certification** *(initial only one)*

 The undersigned certifies that to the best of his/her knowledge: *(initial only one)*

 \_\_\_\_\_ *(initial)* The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal.

 \_\_\_\_\_ *(initial)*  The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included as an attachment to this certification form.

**B. Boycott of Israel Certification**

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror.

 \_\_\_\_\_ *(initial)* Accordingly, the Offeror certifies that: it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

**C. Worker Eligibility Verification**

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

 \_\_\_\_\_ *(initial)* Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror. A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror. Upon request, the College will have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

**D. Forced Labor Certification**

As required by the Arizona Revised Statutes § 35-394, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People's Republic of China.

 \_\_\_\_\_ *(initial)* A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (D.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.

**E. The Proposer certifies**, to the best of its knowledge and belief, that the Proposer and/or any of its principals or Owners

e.1 (check one) have ( ) or have not ( ) within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

 e.2 (check one) **are ( ) or are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (e.1) of this provision.

"Principals" for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to College, the College may terminate the contract resulting from this solicitation for default.

**Authorized Signature/Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

## Appendix Form

Company Name \_\_\_\_\_

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

**a. Litigation:** Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

**b. Debarred, Suspended/Canceled:** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

**c. Prior Use:** If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

**d. Cooperative:** If the firm intends to use any cooperative, for the purposes of this proposal, the firm must submit a copy of the Cooperative Contract.

**e. Subcontract, third party agreement,** or the like to perform under their proposal: the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Authorized Signature/Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

## Affidavit of Non-Collusion Form

**AFFIDAVIT BY CONTRACTOR  
 CERTIFYING THAT THERE WAS NO  
 COLLUSION IN BIDDING  
 FOR CONTRACT**

STATE OF: \_\_\_\_\_ )  
 )  
 COUNTY OF: \_\_\_\_\_ ) ss  
 )

\_\_\_\_\_  
 (Name of Individual)

being first duly sworn upon oath deposes and says:

That he is \_\_\_\_\_  
 (Title)

of \_\_\_\_\_  
 (Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ 2023. \_\_\_\_\_  
 (Signature)

My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

If by a Corporation  
 (Seal)