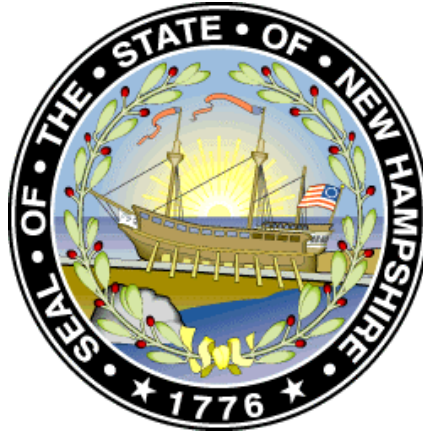


THIS IS ONLY A PDF COPY OF THE RFP DOCUMENT.

**ELECTRONIC RESPONSES AND THE ONLINE REVERSE AUCTION WILL
BE FACILITATED THROUGH SKYSAIL USING RFP360.**

**BIDDERS MUST SUBMIT THE PARTICIPATING BIDDER AGREEMENT
(PBA) IN ORDER TO RECEIVE LOGIN CREDENTIALS.**



State of New Hampshire

REQUEST FOR PROPOSAL

For

Pharmacy Benefit Management (PBM) Services

RFP # 2457-21

RESPONSE DUE BY DATES:

Technical Questionnaire: May 28, 2021 at 8:00 PM EDT

Financial Proposals Round 1: June 14, 2021 at 8:00 PM EDT

Financial Proposals Round 2: June 29, 2021 at 8:00 PM EDT

Financial Proposals Round 3: July 8, 2021 at 8:00 PM EDT

*Department of Administrative Services
Division of Risk & Benefits*

State of New Hampshire: Stage One - RFP Details and Technical Questionnaire

SECTION 1: INTRODUCTION

This Request for Proposal ("RFP") is issued by the Department of Administrative Services, acting through the Division of Risk and Benefits, for a contract for pharmacy benefits manager (PBM) services as described herein.

A. BACKGROUND

The State of New Hampshire ("State") provides prescription drug benefits through its Employee and Retiree Health Benefit Plan (HBP) for approximately 37,000 covered lives. A breakdown of the covered population is outlined in the chart below. The State's active employees/dependents are located throughout the country although primarily in New Hampshire. Included in the active enrollment is a "Special Group" of approximately 300 subscribers and their dependents from other organizations that have been either legislatively or traditionally offered coverage under the State's HBP. Retirees are located throughout the country as well.

The chart below outlines the March 2021 enrollment by population and type of plan:

March 2021	Actives	Non-Medicare Retiree	Medicare Retiree (EGWP)	All Plans
Subscribers	9,733	1,840	10,405	21,978
Members	24,186	2,445	10,405	37,036

The chart below outlines annual claim and cost information by plan type, based on claims filled from 2/1/2020-1/31/2021:

	Actives	Non-Medicare Retiree	Medicare Retiree (EGWP)	All Plans
Claim Count (Net Paid)	276,419	48,711	277,157	602,287
Total Drug Claims Cost	\$47,650,106	\$8,083,058	\$50,157,571	\$105,890,735
Total Plan Claims Cost	\$45,723,209	\$7,654,202	47,313,129	\$100,690,540

Express Scripts, Inc. has been the State's PBM since January 1, 2014, and assisted the State in transitioning the Medicare population to an EGWP on January 1, 2015.

The current Commercial medical TPA service provider is Anthem. Aetna is the state's current Medicare Advantage Plan Provider as of January 1, 2021.

The current Commercial (Active, Non-Medicare Retiree) and EGWP (Medicare Retiree) Plans are based on traditional pricing. **Beginning with this RFP, the State is requiring a switch from traditional to a pass-through-only offer.** Additional requirements and pricing questions have been outlined in this RFP.

Every two years, the State collectively bargains employee health benefits, including plan design, health promotion programs and employee-facing initiatives, with the State's unions. There are multiple unions representing State employees; however, at this time, the State administers the same Active Plan design and programs to all unions.

The legislature has exclusive authority to change retiree health benefits for both the Non-Medicare and Medicare State of New Hampshire Retiree Plans. Plan design changes for the Non-Medicare Plan can be implemented mid-year. Plan design changes for the Medicare Plan (EGWP) are subject to CMS requirements for notification of change. Currently, the Non-Medicare and Medicare Plans have similar plan designs.

B. OBJECTIVE

The State is seeking proposals to provide PBM services for its Employee and Retiree Health Benefit Plan (HBP), including the services and programs described in Section 3 of this document.

The State requests direct PBM bids. No entity may prevent another entity which meets the State's requirements from bidding directly.

As mentioned above, all unions have independently agreed to the same Active Plan design and programs. **Due to the existence of collective bargaining agreements (for the Active Plan) and required legislative authorization (for the Retiree Plans), the State requires Bidders to duplicate the current Active and Retiree Plans' copayments, maximum out-of-pockets, retail (31-day) and mail (90-day) supply limits, and mandatory mail order (with opt-out). The State also requires Bidders to offer clinical and other programs similar to those outlined within Section 3. The State must be notified of any deviations from the current clinical and other programs.** If no deviations from the current clinical and other programs are identified within Bidder response, the State will assume the prescription drug plan can be duplicated exactly.

It is important to note that the State is currently participating in collective bargaining and negotiations with all of the unions. The PBM is expected to implement changes if and when negotiated.

The State's contract with a PBM requires the PBM to implement any changes in plan design or coverage to the Active Plan resulting from collective bargaining throughout the term of the contract. In addition, the PBM shall provide financial modeling to assist the State with consideration of plan changes. It is possible for the State to be required to manage multiple plan designs to comply with each of the collectively bargained units. The State reserves the right within any contract awarded under this RFP to re-negotiate elements of the contract as required under collective bargaining agreements.

The State's contract with a PBM requires the PBM to implement any changes in plan design or coverage to the Retiree Plans resulting from legislative authorization throughout the term of the contract. The PBM shall provide financial modeling to assist the State with consideration of plan changes. The State reserves the right within any contract awarded under this RFP to re-negotiate elements of the contract as required by legislative changes.

It is essential that the Bidder "duplicate" plan design, and provide similarity in cost management and clinical programs, services and access to plan members. See Section 3 for details about plan design, services, and programs for both the Active and Retiree Plans.

The following is an excerpt from the current collective bargaining agreements pertaining to pharmacy benefits for the Active Plan. The current collective bargaining agreements authorize:

Prescription Drugs - The prescription drug plan shall include the following:

1. Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription, with employee opt-out.
2. Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered "Dispense as Written")
3. Co-payments:
 1. Retail Co-payments - \$10 for each generic medicine/ \$25 for each preferred brand name medicine/\$40 for each non-preferred brand name medicine.
 2. Mail Order Co-Payments - \$1 for each generic medicine/ \$40 for each preferred brand name medicine/\$70 for each non-preferred brand name medicine.
4. Exclusive Specialty Pharmacy
5. Traditional Generic Step Therapy
6. Quantity Limits
7. Pharmacy Advisor
8. Maximum out-of-pocket expenses shall be \$750.00 per individual per calendar year and \$1,500.00 per family per calendar year.

In addition, please note that retail pharmacy locations may not fill more than a 31-day supply and such locations may not be reclassified as a Mail Order location under any circumstance (including day supplies exceeding 31 days).

Contract Term

The State seeks to contract with a qualified Bidder commencing upon approval from the Governor and Executive Council and ending on December 31, 2024 with the option to extend for up to two additional years as mutually agreed and approved by the Governor and Executive Council. The administrative services outlined in this RFP shall commence on January 1, 2022. Implementation activities shall commence within seven days of Governor and Executive Council (G&C) approval. Payments for contractual services shall commence January 1, 2022 and shall not be made during the implementation period.

The commencement of administrative services for the EGWP Plan may be delayed until January 1, 2023 at the State's discretion. This is dependent on whether the State believes there is adequate implementation time available between when a contract is approved by Governor and Executive Council and January 1, 2022.

Furthermore, the State requires the flexibility to terminate the EGWP prior to December 31, 2024. The State provides medical benefits to its Medicare population through a Medicare Advantage Plan and will be reviewing if there are savings opportunities with integrating the prescription drugs into a MAPD.

SECTION 2: BIDDING INSTRUCTIONS AND CONDITIONS

A. PROPOSAL CONDITIONS FOR THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF RISK AND BENEFITS

1. RFP SCOPE

The Department of Administrative Services, Division of Risk and Benefits, is soliciting proposals for Pharmacy Benefit Management (PBM) Services as described in these procurement documents.

2. MANDATORY INSTRUCTIONS FOR BIDDERS

Bidder must complete all sections of the RFP and provide proposals by the stated proposal submission deadline. Electronic responses and the online Reverse Auction will be facilitated through SkySail using RFP360. Bidders must submit the Participating Bidder Agreement (PBA) in order to receive login credentials.

Bidder is required to provide a notarized electronic copy of the State of New Hampshire's Transmittal Letter (attached hereto as [Transmittal Letter.docx](#)), signed by a person authorized to bind the company to all commitments made in the RFP response.

Failure to follow these instructions may be grounds for rejection of Bidder RFP response.

3. RFP INQUIRIES

The State and SkySail will coordinate with Bidders and host Instructions and Conditions conference calls between April 30, 2021 and May 26, 2021. The purpose of these calls is to answer any RFP360 system questions related to submitting a bid and taking part in the Reverse Auction. Any additional questions regarding how to use RFP360 should be directed to **216-245-2577** or by email StateofNH@SkySailRx.com as needed.

All other questions regarding this RFP, including questions related to the form contract P-37, must be submitted to Ryan Aubert, the State's point of contact, at Ryan.H.Aubert@das.nh.gov. All questions must be submitted in writing prior to the deadline for Bidder Inquiries and/or Requests for Clarification (May 10, 2021 at 12:00 noon ET). The questions will be consolidated and/or paraphrased and responded to via a written addendum, or addenda that will be posted on the State's website on or before May 14, 2021. In addition, the bidder inquiry addenda will be visible to all Bidders in Section 14 (Bidder Inquiries) in RFP360.

RFP inquiries must be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFP. The Bidder must include complete contact information including the Bidder's name, telephone number, and e-mail address.

4. ADDENDA

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled proposal submittal deadline, the Division of Risk and Benefits shall post any Addenda on RFP360 and the State's Bidder website. In the event of an addendum/addenda to this RFP, the State, at its sole discretion, may extend the proposal submission deadline, as it deems appropriate. Before submission and periodically prior to the RFP closing, check the RFP360 platform or the website for any addenda or other materials that may have been issued affecting the RFP. The website address is <https://das.nh.gov/purchasing/vendorresources.aspx>.

5. BIDDER CERTIFICATIONS

All Bidders must be duly registered as a Bidder authorized to conduct business in the State of New Hampshire. Bidders shall comply with the certifications below at the time of submission and through the term of any contract which results from the said proposal. Failure to comply shall be grounds for disqualification of proposal and/or the termination of any resultant contract.

- STATE OF NEW HAMPSHIRE BIDDER APPLICATION: Prior to bid award, Bidders must have a completed Bidder Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): [https://das.nh.gov/purchasing/vendorregistration/\(S\(5bhvok45g25atx45faquiuei\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5bhvok45g25atx45faquiuei))/welcome.aspx)
- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will **ONLY** be awarded to a Bidder who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-ucc-securities/corporation/online-business-services/>

6. PUBLIC DISCLOSURE

A. INTRODUCTION

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of Technical Questionnaire, the State will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor & Executive Council pursuant to this RFP, the State will post the name and rank or score of each Bidder.

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the Transparent NH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Executive Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

B. DISCLOSURE OF INFORMATION SUBMITTED IN RESPONSE TO RFP

Information submitted in response to this request for proposal (RFP) is subject to public disclosure under the Right-to-Know law after a contract is actually awarded by G&C. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is actually awarded by G&C.

A Bidder questioning the State's identification of the selected Bidder may request that the State review its selection process pursuant to RSA 21-G:37. Such request shall be made in writing and be received by the State within 5 business days after the rank or score is posted online.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for proposal should be kept confidential, you must identify such information for the State. In order to do so, you will need to request a PDF of your complete proposal from SkySail. Requests must be made separately for the Technical Questionnaire and the Financial Proposals. In that PDF you must fully redact those portions of your response that you believe should be kept confidential and note on the applicable page or pages that the redacted portion or portions are "confidential." You must provide (to Ryan Aubert at the email address listed above) this redacted PDF and a letter identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing and other information relating to your contractual obligations, including but not limited to administrative costs and performance guarantees, in your proposal or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your proposal, or if the State otherwise wishes to make your proposal public, the State shall first assess what information it is obligated to release. If you have not provided a redacted version of your proposal the State will release the proposal in its entirety with only the redactions the State deems necessary (if any). If you have provided a redacted version of your proposal, the State will notify you that a request has been made or that the State wishes to make your proposal public. The State will indicate what, if any, information it has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid

and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

C. ELECTRONIC POSTING OF RESULTING CONTRACT

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Bidder acknowledges and agrees that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP will be made accessible to the public online via the State's website without any redaction whatsoever.

D. CONFIDENTIALITY OF INFORMATION OBTAINED DURING REVERSE AUCTION

Bidder will not communicate with other bidders regarding this RFP during the procurement process and until a contract resulting from this RFP has been awarded by the Governor and Executive Council.

Bidder will not disclose information (including but not limited to rank, score and price of any bidder, even when that information is anonymized) obtained during the procurement process until a contract resulting from this RFP has been awarded by the Governor and Executive Council. In the event this RFP is terminated or the State does not select a bidder under this RFP, Bidder will not disclose information obtained during the procurement process for a period of two (2) years following such termination or non-selection.

Disclosure of information in violation of this section will be grounds for disqualification of Bidder's proposal and/or termination of any resulting contract.

7. TERMS OF SUBMISSION

The State assumes no responsibility for understandings or representations made by its officers or employees prior to and in the event of the execution of a contract, unless such understandings or representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing. Any information provided by the Bidder verbally shall not be considered part of that Bidder's response. By submitting a Proposal, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in

connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract. Proposals are valid until contract award.

8. SUBMISSION FORMAT

Instructions, formats, and approaches for the development of RFP information contained within the RFP are designed to ensure that the submission of data essential to the understanding of the Bidder's response is received in a consistent and comparable format.

Bidder RFP response must be submitted using the RFP360 platform. Paper submissions, or submissions in any other format, will not be accepted.

9. PROPOSAL SUBMISSION DEADLINES

This RFP is being conducted in two distinct phases: the Technical Questionnaire and the Financial Offer. All RFP submissions must be submitted electronically, using the RFP360 platform in accordance with the timeliness described herein. First, Bidders will respond to the Technical Questionnaire, which contains those elements of Bidder proposal which are not included in or dependent upon Bidder financial offer. The Technical Questionnaire must be submitted no later than 8:00 PM EDT on May 28, 2021. **Bidder may not alter or adjust any answers in the Technical Questionnaire in any way after submission.** The Financial Offer phase will contain three rounds of bidding. Round One Financial Offers must be submitted by 8:00 PM EDT on June 14, 2021. Utilizing the Bidders' Technical Questionnaire and Round One Financials, the State may request additional information in writing from Bidder to assist in understanding or clarifying the Financial Proposal response. Additionally, Bidders may submit questions to receive high-level clarifications around the calculations that are reflected in the Financial Offer ensuring that there is a mutual understanding of the proposals. After this period of follow-ups and clarifications with the Bidders regarding Round One Financials, substantive questions, clarifications, and responses will be posted on RFP360 by June 21, 2021. Round Two Financial Offers will be open 8:00 AM EDT on June 23, 2021 and must be submitted by 8:00 PM EDT on June 29, 2021. The blinded bid results will be posted on RFP360 following Rounds One and Two within 48 hours after close. Round Three Financial Offers must be submitted by 8:00 PM EDT on July 8, 2021 and will be considered final. Submissions received after the dates and times specified will be marked as late and will not be considered.

All offers shall remain valid from the proposal submission deadline until the contract award. A Bidder's disclosure or distribution of proposals other than to the Department of Administrative Services, Bureau of Purchase and Property, shall be grounds for disqualification. No more than one (1) proposal per respondent shall be submitted.

10. RFP DELIVERY

This RFP is being conducted electronically using the RFP360 platform in two phases, as outlined above. For each phase, a Bidder will not be able to submit their proposal until all required sections have been completed in their entirety. Detailed instructions for the electronic RFP submission process will be provided during the Bidder Instructions and Conditions conference calls and at the Bidder's request.

The State shall not be held liable for any costs incurred by the Bidder in preparing or submitting an RFP response. Providing correct and fully completed answers, comments, and attachments is the Bidder's responsibility.

11. ADDITIONAL INFORMATION

The State reserves the right to:

- Make a request for additional information in writing from a Bidder to assist in understanding or clarifying a proposal response;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the State's view, the step is not needed;
- Reject any and all proposals, or any part thereof. Note that participating in this RFP process in no way obligates the state to pursue a business contract with any of the Bidders participating in the RFP;
- Make independent investigation in evaluating proposal.

12. RIGHT TO CONSIDER AVAILABLE INFORMATION

The State reserves the right to consider available information regarding the Bidder, whether gained from the Bidder's proposal, question and answer conferences, references, or any other source during the evaluation process. This may include, but is not limited to, information from the New Hampshire Department of Insurance, as well as any other state or federal regulatory entity.

13. RESTRICTION OF CONTACT WITH STATE EMPLOYEES

From the release date of this RFP, all contact with personnel employed by or under contract with the State related to this RFP, except the point of contact specifically mentioned in this Section 2, Item 3 of this RFP, is prohibited. Improper contact is grounds for rejection of Bidder response.

14. CANCELLATION

The State reserves the right to cancel all or any part of this RFP at any time. Cancellation of this RFP, in whole or in part, shall not bar the State from issuing an RFP for the same services or from purchasing the same services through other means.

15. ETHICAL REQUIREMENTS

From the time this RFP is published until a contract is awarded, no Bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

16. SUBCONTRACTING

Contractor may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more of its subsidiaries or affiliates. However, pursuant to Section 12 of the form contract P-37, subcontracting of services shall require prior approval by the State. If Bidder plans to utilize subcontractors for any portion of the PBM-related services identified in this RFP, please include the subcontractor information, to include an outline of the services or functions in which Bidder would plan to subcontract, the length of your relationship with the subcontractor, and a brief company profile. A list of these subcontractors shall be attached to the contract with the selected Contractor and shall constitute prior approval by the State (of those subcontractors) consistent with Section 12.

Contractor may, without prior written approval, contract with third-party vendors to provide information technology support services and other ancillary services, which are not PBM-related services hereunder, but rather are services that support Contractor's conduct of its business operations.

Contractor shall be accountable for the performance of all subsidiaries, affiliates, and subcontractors and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate and/or subcontractor.

17. REQUIRED CONTRACT TERMS AND CONDITIONS

- a. The form contract P-37 (attached hereto as [P37 Form.docx](#)) shall form the basis for any resulting contract. The successful Bidder and the State, following notification of award, shall promptly execute the P-37 contract, as amended by the parties to incorporate the service requirements of this RFP, price conditions established by the Bidder's offer, and any other reasonable administrative practices and services.
- b. The Business Associate Agreement (attached hereto as [Business Associate Agreement.docx](#)), is required to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates, shall be promptly executed by the successful Bidder and the State, following notification of contract award.
- c. In addition to the Business Associate Agreement, the Bidder will be required to comply with the Required Protection of Confidential Information and Data Security (attached hereto as [Required Protection and Data Security.docx](#)).
- d. State data will not be sold or aggregated for external reporting purposes without first consulting the State.
- e. The State intends to incorporate this RFP and the selected Bidder's response into the resulting contract by reference. In the event there is a conflict between the resulting contract and the selected Bidder's response to the RFP the term more favorable to the State shall control.

B. RFP TIMETABLE

Action	Completion Due Date/Period
Release of RFP	April 30, 2021
Bidders submit PBA to receive RFP login credentials and instructions	April 30, 2021 - May 24, 2021
Instructions and Conditions Conference Call (as needed)	April 30, 2021 - May 24, 2021
Submission deadline for Bidder inquiries	May 10, 2021 by 12:00 noon EDT
Responses to Bidder inquiries posted	May 14, 2021
Technical Questionnaire due	May 28, 2021 by 8:00 PM EDT
Round One Financial Proposals due	June 14, 2021 by 8:00 PM EDT
Round One Reverse Auction results and scoring posted on RFP360	June 16, 2021 by 8:00 PM EDT
Round One follow-ups and clarifications posted	June 17, 2021 - June 21, 2021
Round Two Financials Opens	June 23, 2021 at 8:00 AM EDT
Round Two Financial Proposals due	June 29, 2021 by 8:00 PM EDT
Round Two Reverse Auction results and scoring posted on RFP360	July 1, 2021 by 8:00 PM EDT
Round Three Financials Opens	July 2, 2021 by 8:00 AM EDT
Round Three Financial Proposals due	July 8, 2021 by 8:00 PM EDT
Contract Approval	Upon G&C approval (estimated mid-August 2021)
Implementation	G&C approval through December 31, 2021
Go-Live Date	January 1, 2022

Note: From May 28, 2021 - June 14, 2021, SkySail and the State may follow up with the Bidders and make clarifications, ensuring that there is a mutual understanding of the proposals.

C. EVALUATION PROCESS

The State's designated evaluation team will review and score Bidder responses and select the highest-ranking proposal. SkySail has been retained by the State to assist in the development and evaluation of the Technical Questionnaire and the Financial Proposals. In addition, Segal (the State's health benefit consultant) is assisting the State with this procurement. All proposals will be evaluated in accordance with the State procedures set forth in Steps #1 through #4 below.

STEP #1: MINIMUM QUALIFICATIONS

The Bidder must agree to the minimum qualifications put forth in Section 4. No numerical score will be assigned to this section, however, failure to meet and/or agree to all Minimum Qualifications will result in disqualification.

STEP #2: TECHNICAL QUESTIONNAIRE SCORING (32 Total Points)

The State will evaluate the Bidder's response to the Technical Questionnaire based on the extent to which the Bidder documents conformance with specifications, and the completeness and soundness of the Bidder's response. Scoring will reflect whether answers, including comments, are beneficial to the State, meet State expectations, and/or adhere to the State's request. Minor and immaterial deviations may not impact score. Bidders are asked to limit comments as much as possible.

Responses to each question of the Technical Questionnaire will be scored based on the following evaluation scale:

0% = No answer or incomplete answer.

25% = Least beneficial to the State; does not meet State expectations; does not agree with request.

50% = Partially beneficial to the State; partially meets State expectations; generally does not agree with request.

75% = Mostly beneficial to the State; mostly meets State expectations; generally agrees with request.

100% = Most beneficial to the State; meets State expectations; agrees with request.

STEP #3: FINANCIAL SCORING (68 Total Points)

The Financial Offer (Section 11) will be scored based on the total projected costs (TPC) (*i.e.*, claims and administrative costs) for the three-year period from January 1, 2022 to December 31, 2024. For the Financial Offer section, the lowest cost proposal will receive all of the 65 points allocated to this section. All other Financial Offers will be scored on a sliding scale where the Bidder's score will be reduced by 1 point for every ½ percentage point it is higher than the lowest cost proposal. As the scale is sliding, scores will be adjusted for partial percentage differences.

Questions in the financial section will not be scored; however, answers to financial questions may be used to adjust and evaluate the total projected costs.

The TPC will be calculated by the State based on each bidder's final proposed terms at the conclusion of the Reverse Auction process.

The following exhibit illustrates how the Financial Offer score will be calculated from the 65 points available in that section:

		Formula	Example, where: Lowest Bid TPC = \$1,000 and Bidder TPC = \$1,025
A	Cost Difference	$= (\text{Bidder's TPC} / \text{Lowest Bid TPC}) - 1$	$(\$1,025 / \$1,000) - 1 = 0.025$
B	Convert Decimal to Percent Value	$= A \times 100$	$0.025 \times 100 = 2.5$
C	1 Point Reduction per ½ Percentage Higher	$= B / 0.5$	$2.5 / 0.5 = 5.0$
	Bidder's TPC Score	$= 65 - C$	$65 - 5.0 = \mathbf{60.0}$

The Performance Guarantee and Monitoring At-Risk Amount Score will be based on the Bidder's proposed dollar amount at-risk. The Bidder with the higher dollar amount at-risk will receive all of the 3 points allocated to this section. Other Bidders will be scored based on their proposed dollar amount at-risk in comparison to the highest dollar amount at-risk.

STEP #4: CONTRACT AWARD

The State shall award a contract, if at all, to the Bidder submitting the highest ranked proposal. Formal and final selection of the Bidder, however, is contingent upon the successful negotiation and the proper execution of all contract documents (acceptable to the State) and the approval of the Governor and Executive Council. If the State is unable to reach agreement with the Bidder, the State may, at its sole discretion and at any time and without liability to the Bidder, immediately terminate such contract discussions with the Bidder and undertake discussion with the Bidder submitting the next highest ranked proposal, and so on.

Evaluation of the proposals shall include the criteria below. Bidders will receive scores up to the maximum points allocated to each item outlined below.

Criteria	Points		Section
FINANCIAL PROPOSAL		68	
Financial Offer*	65		11
Performance Guarantee and Monitoring At-Risk Amount	3		12
TECHNICAL QUESTIONNAIRE		32	
Reconciliation Definitions	5		5
General Definitions	5		6
Monitoring and Audit Questions	5		7
General Questionnaire	10		8
Formulary, Plan Design, and Utilization Management	5		9
Performance Guarantee Questionnaire	2		10
TOTAL POINTS		100	

** All fees to be assumed by the State for all the requested services shall be included in the Financial Offer section of this RFP.*

D. CLIENT REFERENCES

Bidder must provide the name of its five (5) largest public sector (states, municipalities, etc.) clients for which comparable services as requested in this RFP are provided.

For these five clients, provide:

- Key contact's name, including phone number and email address
- Address
- Number of active members (i.e., employees and dependents)
- Number of non-Medicare retiree members
- Number of Medicare (EGWP) retiree members
- A summary of the services provided by the Vendor to the client

The State may check references at its discretion. Scoring shall not be applied to Client References; however, the State may use references to refine and finalize scores.

Additionally, the State also reserves the right to use itself as a reference and consider its own experiences with the Vendor during the selection process.

E. REFERENCED ATTACHMENTS

[Transmittal Letter.docx](#)

[P37 Form.docx](#)

[Business Associate Agreement.docx](#)

[Required Protection and Data Security.docx](#)

SECTION 3: PLAN DESIGNS, SERVICES AND PROGRAM

A. PLAN DESIGN

Due to the existence of collective bargaining agreements and required legislative authorization, the State requires Bidders to duplicate the active and retiree plan designs.

Please review the attached Summaries of Benefits (attached below) and complete the Plan Deviations Form (attached hereto as [Plan Deviations Form.pdf](#)) If no deviations are provided on this form, it will be assumed that Bidder organization can administer the current plan designs exactly as written in the following attached Summary of Benefits.

Active Plan	- 2021-RX-Benefit-Booklet (Actives).pdf - 2021-RX-Benefit-Summary (Actives).pdf
Non-Medicare Retiree Plan	- 2021-RX-Benefit-Booklet (Non-Medicare Retiree).pdf - 2021-RX-Summary (Non-Medicare Retiree).pdf
Medicare Retiree Plan (EGWP)	- 2021-RX-Benefit-Overview (EGWP).pdf
Mandatory Mail Program Opt-Out	- Mandatory Mail Order-Opt Out.pdf

Current Clinical Programs & Formulary

Current Clinical Programs	- Current Clinical Programs.xlsx
Commercial Formulary	- 2021_RX_Formulary.pdf
Commercial Drug Exclusions	- 2021_RX_Exclusion_List.pdf
EGWP Formulary	- 2021_RX_Formulary_EGWP.xlsx
EGWP Drug Exclusions	- 2021_RX_Drug_Exclusions_EGWP.xlsx

B. SERVICES AND PROGRAMS

Bidders are required to offer comprehensive PBM services with a full range of customer (client and member) service including, but not limited to:

Indicate the name and address of the legal entity providing any of the services below, if different than the bidding entity.

1. GENERAL SERVICES

- Claims Adjudication
- Member Enrollment and Eligibility Maintenance
- Integration of PBM services with the State's other Bidders/programs (e.g., medical, wellness)
- Patient and Provider Education
- Systematic Prospective, Concurrent and Retroactive Drug Utilization Review
- Network Pharmacy Contracting and Management
- Mail Service Pharmacy (Mandatory Mail after 3 refills, with opt-out)
- Exclusive Specialty Pharmacy Program

- Clinical and Cost Management Programs (including, but not limited to Generic Step Therapy, Drug Quantity Limits, and Mandatory Generic Substitution with DAW2)
- Formulary Management and Rebate Sharing
- Rebate Administration, Reporting, and Payments
- Data Sharing* and Reporting (standard and ad-hoc reporting)
- Distribution of ID Cards
- Access to Pharmacy Directories
- Member Services help desk/call center (including website, portal, and mobile app)
- Online systems for the State, and its designee(s)
- Client Services help desk/call center for Commercial and EGWP plans (including website/portal)
- EGWP Administration / Subsidy Support Services
- Ad-Hoc Reporting

* **NOTE:** For the purpose of this analysis, "Data Sharing" is referenced in relation to requests for data and reports from either party (the State or the selected PBM). The State currently shares data between the PBM and medical third-party administrator, the Health Benefit Plan consultant, the invoice and claims auditor, and may, over the course of the contract term, add other Bidders, including, but not limited to a data-warehousing Bidder if retained by the State.

2. SERVICE REQUIREMENTS

Set forth below shall be services provided by the successful Bidder:

- Administration of run-out claims for 12 months following termination of the contract. The cost of run-out administration must be included in Bidder proposed administration fees.
- Acceptance of payment of claims and administrative expense invoices via Electronic Funds Transfer.
- Report on a minimum of 23 group breakouts and a lesser number of COBRA breakouts, which may be adjusted during the term of the contract.
- Interface with the State's eligibility systems. The State utilizes the Global Human Resources and Human Resources Management modules of the Infor/Lawson ERP (enterprise resource planning) software for human resources, benefits and payroll functions to manage the State Plan's eligibility.
- Ability to give credit for charges applied to out-of-pocket maximums that accumulated with a prior carrier.
- Provide quarterly reports detailing plan performance and address account and member service issues, federal and state PBM and pharmacy legislation and legislative trends and development in the market. At the State's discretion, attendance at a mid-year and annual plan performance review for each plan year in person. Additionally, attendance at an annual performance or "stewardship" meeting within 90 days after contract year-end at which time the Contractor will, as directed by the State, summarize activities and performance for the year ended.
- Provide a dedicated Account Executive and Clinical Account Executive. Both shall be accountable to the State for proactive management of all aspects of the Bidder's performance to the State and its members. The Account Executive and Clinical Account Executive shall remain constant, within the Contractor's control, for at least the first 18 months of the contact period. The Bidder shall not change assignment of the Account Executive and Clinical Account Executive without written notice provided to the State with a minimum of fourteen (14) days prior to such change. The State reserves the right to request assignment of a new

Account Executive and/or Clinical Account Executive and the Bidder shall make such change within 30 days of receipt of written notice from the State.

- Attendance at annual open enrollment meetings as needed. Currently, the State requests that the PBM attend only one annual enrollment meeting. The Bidder shall attend other meetings as required by the State.
- Production and distribution of ID cards and/or temporary proof of benefit letters in "real-time".
- Provide a designated customer service toll-free phone number to be answered by a live person in the United States with 24/7 customer service hours.
- Automated services, which are available 24/7.
- Provide members access to EOB statements at no cost to the State.
- Ability to have an independent audit performed of the claims operation at no cost to the State.
- Guaranteed adherence to New Hampshire RSA 420-J:8-a regarding prompt pay. The law mandates timeframes for all claims [15 days electronic, 30 days paper claims, overdue (interest payment required if timeframes are not met), denied and pended (inform providers within 15 days (electronic claims) or 30 days (paper claims) and adjudicate with 45 days of receipt of additional].
- Provide dedicated Commercial and EGWP plan staff in the following specialties:
 1. Implementation Manager
 2. Account Executive
 3. Pharmacist Account Executive
 4. Account Manager
 5. Financial Analyst
 6. Customer Service Manager

The State shall own their claims detail and receive a detailed claims file (NCPDP, D.0 file format including all transactions, a unique pharmacy identifier, NDC11, ingredient cost, dispensing fee, and member cost-share).

- No post-termination fees, including data transfer fees.
- Upon termination of this Contract for any reason, the contracted PBM will provide all State data files (Open Refill, Prior Authorization, Accumulator, etc.) free of charge.
- Any adjustment or modification to any of the fees, network rates, Specialty prices, rebate values, or guarantees must be communicated to and approved in writing by the State prior to the implementation of any formulary or utilization management modifications, whether initiated by the State or the Contracted PBM.
- The State reserves the right to review, approve, edit, or customize any communication from the PBM to its membership.

C. CLAIMS INVOICE REVIEW AND REPORTING

The State is currently contracted with SkySail Rx to perform ongoing, real-time electronic review and validation of PBM claim invoices as the foundation for reconciling pharmacy bills. This includes performing ongoing and ad hoc verification, analysis and reporting of all financial terms at a claims detail level. Claims Invoice Review and Monitoring are not audits but a proactive review and re-adjudication of all claims to ensure the contract is being appropriately upheld and executed by the Bidder. The Claims Invoice Review and Monitoring processes do not preclude the State from performing audits.

The contracted PBM will be required to provide all required claims data files (with all necessary financial fields), external lists (including but not limited to Specialty, LDD, Biosimilar, and Formulary Exclusions), and invoice details to support the State's contracted vendor (currently SkySail) in performing the ongoing reviews. The State's contracted vendor (currently SkySail) will be providing the following required reports to the State and the contracted PBM is expected to assist as needed:

a. PBM invoice review summary report:

- Identifies claim adjudication errors and discrepancies from the most recent invoice, including specific dollar amounts associated with any disputed claims.
- The report shall be provided not more than twelve (12) hours following receipt of PBM invoice.

b. PBM invoice monthly review summary report:

- Identifies claim adjudication errors and discrepancies from each invoice during the month, including specific dollar amounts associated with any disputed claims, plus the status of prior findings.
- The report shall be provided not more than fifteen (15) calendar days following the last calendar date of the month.

The State may withhold any dollars associated with disputed adjudication errors and other discrepancies found during the PBM Invoice Review process, until such disputes are satisfactorily addressed. Under no circumstances may the PBM stop adjudicating claims or prevent the adjudication of claims due to invoice amounts withheld by the State. Tracking and invoice reconciliation regarding any outstanding withheld disputed claim amounts will be provided as part of the monthly review summary as stated herein (Section 3.C.b).

D. MARKET CHECK

The State reserves the right to perform a market check analysis to evaluate the PBM contract's prescription drug pricing in comparison to benchmark pricing for comparable plans.

If the market check results in savings greater than one percent (1%), the contracted PBM shall make good faith effort to match improvement.

E. IMPLEMENTATION

Implementation activities shall commence after Governor and Executive Council (G&C) approval.

The Bidder shall provide a preliminary implementation plan and timeline for the Commercial and EGWP Plans in its bid and identify its implementation team members, as well as the State resources required for the implementation. The timeline shall include a pre-implementation readiness audit to be performed by the State's designee (See Section 11 for the requested allowances in the Commercial and EGWP sections.)

No later than one week after Governor & Executive Council approval, the Bidder shall submit a more detailed implementation plan and timeline for the Commercial and EGWP plans to meet the State's needs and subject to the State's approval that will include but not be limited to the following:

- Key implementation team member(s), including their contact information. Must include a dedicated EGWP implementation lead.
- Development of eligibility and enrollment interface between Bidder and State system, including all special campaigns per the collective bargaining agreements.
- Import and testing of existing enrollment data from State and current Medical TPA, as needed.
- Successful test of claims adjudication.
- Receive at least 12 months of claims history, including open refill file for mail claims and current plan overrides.
- Testing of Rx data transfer from the State's current PBM.
- Development of process for ongoing data transfer between the State's claims data management system (when determined and in place) and the Bidder.
- Establish process for data and reporting access by the State.
- Development of a Comprehensive Communication plan with defined targeted audiences to include but not be limited to State employees and retirees, state agencies, providers and other plan participants
- Support of the State's October/November 2021 Open Enrollment for 2022 Plan Year
- Include examples of proposed employee communications newsletters, posters, etc.
- Delivery of prescription drug benefit program information and ID cards to plan participants prior to 1/1/2022.
- Access to the Bidder's online client and member portals as directed by the State.

The project plan shall be updated thereafter as the State and Bidder mutually agree. Implementation activities shall be conducted in close collaboration and with the approval of the State.

SECTION 3.1: STATE REQUIRED ATTACHMENTS

Please attach the requested documents described in Sections 2 and 3. Scoring shall not be applied to these State Required Attachments; however, the State may use the information provided to refine and finalize scores.

1. Per Section 2.A.2, please attach the executed PBA, as completed prior to your receipt of this RFP.
Respond: [File Attachment] (Comment Allowed)
2. Per Section 2.A.16, please attach Subcontractor Details, if any.
Respond: [File Attachment] (Comment Allowed)
3. Per Section 2.D, please attach Client References.
Respond: [File Attachment] (Comment Allowed)
4. Per Section 3, please attach the executed Plan Deviations Form.
Respond: [File Attachment] (Comment Allowed)

SECTION 4: MINIMUM QUALIFICATIONS

No numerical score will be assigned to this section, however, failure to meet and/or agree to all Minimum Qualifications will result in disqualification.

1. Bidder must internally support both EGWP and Commercial lines of business.
Respond: Agree; Disagree (No Comment Allowed)
2. Bidder must provide Financial Bids that are independent for each line of business (cannot provide rates for combined EGWP and Commercial) and cannot be contingent on one another.
Respond: Agree; Disagree (No Comment Allowed)
3. Bidder must agree to the flexibility in the EGWP contract period as outlined in Section 1.B under Contract Terms.
Respond: Agree; Disagree (No Comment Allowed)
4. Bidder must fully cooperate in ongoing invoice and claims review. This includes providing all required data for invoice and claims review process, including but not limited to a claims detail file with financial details as well as Specialty, LDD, Biosimilar, Preferred Formulary, and Formulary Exclusion Lists all at the NDC11 level and discrepancy resolution.
Respond: Agree; Disagree (No Comment Allowed)
5. Bidder must provide all required plan designs, services and programs as outlined in Section 3.
Respond: Agree; Disagree (No Comment Allowed)
6. Bidder must have experience working with at least three large (greater than 20,000 members) public sector/government entities similar to the State.
Respond: Agree; Disagree (No Comment Allowed)
7. Bidder pricing submission must use standard industry benchmarks for network adjudication and guarantees, such as AWP discount.
Respond: Agree; Disagree (No Comment Allowed)
8. Bidder must propose a retail network that meets the following criteria: 95% or greater of the retail scripts dispensed to the State's members during February 1, 2020 through January 31, 2021, must have been from pharmacies currently in vendor's proposed retail network.
Respond: Agree; Disagree (No Comment Allowed)
9. Bidder must demonstrate financial stability by submitting: a) Vendor's most recent financial report; b) most recent independent auditor's report; and c) SSAE 16, SAS-70, or equivalent external audit of Vendor's operations. Please attach proof of financial stability meeting this requirement.
Respond: File Attachment (No Comment Allowed)

SECTION 5: RECONCILIATION DEFINITIONS (5 POINTS)

Bidders are strongly encouraged to agree to these Reconciliation Definitions without deviation. Any deviations may impact the financial bid calculations. Bidder acknowledges that the below definitions will be used for purposes of Contract Reconciliation (including Network and Rebate Guarantee Reconciliation and/or Estimate Evaluation, if applicable). These may vary from the General Definitions, which are used for claims adjudication and contract terms. A Comments/Explanation is required when selecting "Modified" or "No" to any of these questions.

1. "Specialty Drugs" shall be determined at the GPI-14/GCN level, meaning if a single NDC within the GPI-14/GCN is considered Specialty, all NDCs within the GPI-14/GCN shall be considered Specialty (whether or not all NDCs are listed on the published specialty list).
Respond: Yes; No; Modified (Comment Allowed)
2. "Brand Drug" shall mean a drug with the Medi-span Multisource code field of "M" or "N"; or "O", excluding "House Generic", as defined herein.
Respond: Yes; No; Modified (Comment Allowed)
3. "Generic Drug" shall mean a drug with the Medi-span Multisource code field of "Y" or "House Generic", as defined herein.
Respond: Yes; No; Modified (Comment Allowed)
4. "House Generic" shall mean a drug with the Multisource code field in Medi-Span of "O" when there is a DAW code of 3,4,5,6.
Respond: Yes; No; Modified (Comment Allowed)
5. "AWP" shall mean the actual reported "AWP" from Medi-span for the specific NDC11 on the Day of Service for all channels (i.e. Retail, Mail, and Specialty). Claims will not use an average AWP or pre-settlement AWP, nor will the AWP be externally calculated, altered, or adjusted. Claims at Mail and Specialty pharmacies will use the AWP of the actual package size and NDC11 used to dispense (not the package size of the prescription dispensed or alternative package sizes).
Respond: Yes; No; Modified (Comment Allowed)

SECTION 6: GENERAL DEFINITIONS (5 POINTS)

Bidder acknowledges that the below definitions will be used for the purposes of claims adjudication and contract terms, which may vary from the Reconciliation Definitions. A Comments/Explanation is required when selecting "Modified" or "No" to any of these questions.

1. "Biosimilar" means an abbreviated licensed biological product that is demonstrated to have no clinically meaningful differences which is highly similar to or interchangeable with an FDA-approved biological product.
Respond: Yes; No; Modified (Comment Allowed)
2. "Contract" shall mean the executed agreement including any and all Exhibits, Attachments, Addendums, Updates, Agreements, and Amendments.
Respond: Yes; No; Modified (Comment Allowed)
3. "New-To-Market" means drugs that have only been available for purchase on the US market for 180 days or less, from the FDA's approval date.
Respond: Yes; No; Modified (Comment Allowed)
4. "Ingredient Cost" means the total cost for a Covered Product on a Paid Claim, excluding Administrative Fees, Copayment, Dispensing Fees, POS Rebates, government-imposed service fees, and taxes, in accordance with the terms of the Plan.
Respond: Yes; No; Modified (Comment Allowed)
5. "Dispensing Fee" means the Pharmacy professional fee incurred at the point of sale to pay for costs in excess of the Ingredient Cost for the filling of a single Covered Drug for a Member.
Respond: Yes; No; Modified (Comment Allowed)
6. "Tax" means any applicable federal, state or local government levied amount currently in existence or hereafter enacted, calculated either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, wholesale distributor tax, or charge otherwise titled or styled, and whether or not the bearer of the tax is the retailer or consumer.
Respond: Yes; No; Modified (Comment Allowed)
7. "Billed Amount Due" means the total cost for a Covered Product on a Paid Claim in accordance with the plan excluding the Copayment.
Respond: Yes; No; Modified (Comment Allowed)
8. "Copayment" means the amount a Member is required to pay for a covered product in accordance with the Plan. Copayment may include, but is not necessarily limited to, copayments, coinsurance, deductibles, transaction fees, access fees, or other ancillary charges paid by the Member.
Respond: Yes; No; Modified (Comment Allowed)
9. "Limited Distribution Drug" means a Specialty Drug that is available for distribution through a limited number of pharmacy providers, as determined by the pharmaceutical manufacturer."
Respond: Yes; No; Modified (Comment Allowed)

10. “Manufacturer Derived Revenue” means revenue, compensation, credits or financial remuneration of any kind received or recovered by Bidder or Bidder’s Affiliate(s) or subcontractor from a pharmaceutical manufacturer directly or indirectly resulting from the State's utilization attributable to the purchase or utilization of covered drugs including, but not limited to, base rebates, access rebates, formulary placement rebates, market share incentives; promotional allowances; commissions; educational grants; drug pull-through programs; implementation allowances; rebate submission fees; and administrative or management fees. This also includes revenue and or credits received by Bidder or Bidder’s Affiliate(s) or subcontractor from pharmaceutical manufacturers or intermediaries that are attributable to the State's utilization.
Respond: Yes; No; Modified (Comment Allowed)
11. “Rebates” means a general, all-inclusive, and common term representing all Manufacturer Derived Revenue.
Respond: Yes; No; Modified (Comment Allowed)
12. “NDC11” or “NDC” means the unique National Drug Code, as reported by FDB or Medispan.
Respond: Yes; No; Modified (Comment Allowed)
13. “GPI” or “GPI-14” means the Generic Product Identifier reported by Medi-span. It is a 14-character hierarchical classification that identifies drugs from their primary therapeutic use down to the unique interchangeable product regardless of manufacturer or package size.
Respond: Yes; No; Modified (Comment Allowed)
14. “Repacked NDCs” means a medication is taken from its original packaging and placed into a smaller, safer and simpler type of packaging.
Respond: Yes; No; Modified (Comment Allowed)
15. “Change of Control” means one or a series of transactions related to (i) the sale of assets of a party exceeding fifty percent (50%); (ii) any merger, takeover, consolidation or acquisition of a party with, by or into another corporation, entity or person; or (iii) a transfer of a party’s issued and outstanding shares exceeding fifty percent (50%).
Respond: Yes; No; Modified (Comment Allowed)
16. “Lower of Pricing Logic” means the minimum of the following: Submitted Usual and Customary, AWP Discount (and/or alternative metrics such as MAC, WAC, etc.)+ Dispense Fee, and, if allowed, Submitted Ingredient Cost + Dispense Fee.
Respond: Yes; No; Modified (Comment Allowed)
17. “Lower of Member Cost Logic” means the minimum of Copayment or 'Lower of Pricing Logic.'
Respond: Yes; No; Modified (Comment Allowed)
18. “Bidder” means organization making a formal offer for Pharmacy Benefit Management for the State.
Respond: Yes; No; Modified (Comment Allowed)
19. “Formulary” means the list of clinically appropriate medications and supplies covered by the State organized into different tiers or levels indicating potential member cost share for each Covered Product.
Respond: Yes; No; Modified (Comment Allowed)
20. “Covered Product” means medications, supplies and other items covered under the State's pharmacy benefit.
Respond: Yes; No; Modified (Comment Allowed)

21. “GCN” means a standard number assigned by a drug pricing service called First DataBank. The GCN identifies each strength, formulation, and route of administration of a drug entity. Each drug has its own unique GCN.
Respond: Yes; No; Modified (Comment Allowed)
22. “Member” means a person enrolled in the State’s prescription benefit, including enrolled eligible dependents.
Respond: Yes; No; Modified (Comment Allowed)
23. “Paid Claim” means a prescription drug claim or transaction for an eligible member submitted by a pharmacy to the PBM in a Billing Transmission and processed as an accepted paid claim, as indicated in the PBM’s Response Transmission.
Respond: Yes; No; Modified (Comment Allowed)
24. “Reversed Claim” means a previously Paid Claim, that was submitted by the pharmacy to the PBM in a Billing Transaction requesting a reversal of the previously paid Transaction and processed as an accepted Reversed claim, as indicated in the PBM’s response Transmission.
Respond: Yes; No; Modified (Comment Allowed)
25. “Rejected Claim” means a prescription drug claim or transaction submitted by a pharmacy to the PBM in a Billing Transmission and subsequently rejected, as indicated in the PBM’s Response Transmission.
Respond: Yes; No; Modified (Comment Allowed)
26. “Net Paid” or “Net Paid Claims” mean the sum of Paid Claims, Reversed Claims, and Rejected claims where each Paid Claim is equal to 1, each Reversed claim is equal to -1, and each Reject is equal to 0.
Respond: Yes; No; Modified (Comment Allowed)
27. “Pass-Through” means Bidder shall invoice the State the same amounts reimbursed by Bidder to retail Participating Pharmacies for any Covered Item dispensed from such retail Participating Pharmacy. This pricing model will bill State the exact Ingredient Cost, Dispensing Fee and taxes paid less member copay and potential POS rebates to the Participating Pharmacy. Bidder receives no other revenue and derives no other value from any Paid Claim adjudicated at the Participating Pharmacy, either directly or indirectly, in the aggregate or otherwise, except for the fee(s) charged by Bidder to a Participating Pharmacy for administrative services related to dispensing Covered Products to Members.
Respond: Yes; No; Modified (Comment Allowed)

SECTION 7: MONITORING AND AUDIT (5 POINTS)

1. Bidder agrees that the State may withhold from the PBM any dollars associated with disputed adjudication errors and other discrepancies found during the PBM Invoice Review process, until such disputes are satisfactorily addressed.
Respond: Agree; Disagree (Comment Allowed)
2. Bidder agrees that withhold amounts shall not subject the State to late payment penalties and shall not result in the State being in default of the Agreement.
Respond: Agree; Disagree (Comment Allowed)
3. Bidder agrees to work with the State and the State's Contractor in providing all necessary supporting documentation regarding amount withheld from invoice payment to meet the State's internal accounting requirements.
Respond: Agree; Disagree (Comment Allowed)
4. Bidder agrees to Monitoring for the life of the contract. Monitoring is not an audit but a proactive review and re-adjudication of all claims to ensure the contract is being appropriately upheld and executed by the Bidder.
Respond: Agree; Disagree (Comment Allowed)
5. Bidder agrees to set up and send a full detail claims file that includes all required fields for reconciliation to the State or its assigned Contractor (layout attached – see Attachment B) to be used for monitoring no less than weekly at no charge.
Respond: Agree; Disagree (Comment Allowed)
6. Bidder agrees to provide all required formulary information, including, but not limited to, current formulary/preferred drug list including Member Copayment Tiers and excluded drugs (when applicable) in Microsoft Excel or text format no less than quarterly at no charge.
Respond: Agree; Disagree (Comment Allowed)
7. Bidder agrees to provide brand/generic alternatives for non-formulary and excluded products upon request.
Respond: Yes; No (Comment Allowed)
8. Bidder agrees to provide an NDC level Formulary Exclusion File no less than quarterly in Microsoft Excel or text format at no charge.
Respond: Agree; Disagree (Comment Allowed)
9. Bidder agrees to provide quarterly Rebate report of earned, expected, and paid rebates.
Respond: Yes; No (Comment Allowed)
10. Bidder agrees to provide a full Specialty list at the NDC level including pricing, no less than quarterly in Microsoft Excel or text format at no charge.
Respond: Agree; Disagree (Comment Allowed)
11. Bidder agrees to provide an NDC listing of New to Market, Biosimilar, and Limited Distribution Drugs, no less than quarterly in Microsoft Excel or text format at no charge.
Respond: Agree; Disagree (Comment Allowed)

12. Bidder agrees to provide an NCPDP/NPI listing of all Specialty and Mail Order pharmacies in the current network within 15 days after any changes occur.
Respond: Agree; Disagree (Comment Allowed)
13. Bidder agrees to respond to all questions and inquiries regarding Invoice Review discrepancies or findings from the State and/or its assigned Contractor within three (3) business days.
Respond: Agree; Disagree (Comment Allowed)
14. Bidder agrees to respond to all Monitoring findings from the State and/or its assigned Contractor within thirty (30) business days.
Respond: Agree; Disagree (Comment Allowed)
15. In addition to claims files, Bidder agrees to provide all final contracts, exhibits, addendums, and lists, such as specialty lists, census information, plan design documents, and any other pertinent information.
Respond: Agree; Disagree (Comment Allowed)
16. Any errors or missed pricing guarantee(s) greater than 1% of total drug spend (and greater than \$10,000) not fixed within 90 days from the quarterly monitoring report date will be subject to a performance guarantee penalty.
Respond: Accept; Do Not Accept (Comment Allowed)
17. Bidder agrees to allow the State, or an independent firm chosen by the State, to audit claims and drug company utilization incentives (e.g., pricing and rebates) on an annual basis with 30 days advanced notice.
Respond: Accept; Do Not Accept (Comment Allowed)
18. Bidder agrees that the State may audit multiple years at any time during the contract period and up to 180 days after contract expiration.
Respond: Agree; Disagree (Comment Allowed)
19. Bidder agrees to not limit the time period of data being audited.
Respond: Agree; Disagree (Comment Allowed)
20. Bidder agrees that as part of any PBM claims audit, the State or its auditor shall have access to the prescription records associated with the claims being audited.
Respond: Agree; Disagree (Comment Allowed)
21. Bidder agrees that as part of a PBM pricing or financial audit, the State or its auditor shall have access to detailed participating pharmacy remittance and other data as necessary for the State or its auditor to determine the network arrangement under which Bidder/PBM adjudicated the paid claim.
Respond: Agree; Disagree (Comment Allowed)
22. Bidder agrees that it will support pre- and post-implementation review.
Respond: Agree; Disagree (Comment Allowed)
23. If the State chooses, the Bidder agrees to allow the State to select up to 10 manufacturers of their choosing to conduct a rebate audit in any given year of the Contract.
Respond: Agree; Disagree (Comment Allowed)

SECTION 8: GENERAL QUESTIONNAIRE (10 POINTS)

SECTION 8.1: NETWORK, SPECIALTY, AND PRICING QUESTIONS

1. Do you override Medispan's Multisource code (M,N,O,Y) or apply a custom Brand/Generic drug status on NDCs for purposes of Adjudication? If so, describe the process.
Respond: Yes; No (Comment Allowed)
2. There shall be no minimum Day Supply for Specialty guarantees, including network and rebate guarantees.
Respond: Agree; Disagree (Comment Allowed)
3. Provide the total number of retail pharmacies in your exclusive specialty pharmacy network nationwide.
Respond: [Number] (Comment Allowed)
4. Provide the total number of specialty/mail pharmacies in your exclusive specialty pharmacy network nationwide.
Respond: [Number] (Comment Allowed)
5. Bidder agrees that neither the Member nor State will be charged for any replacement of Specialty drugs that are undelivered/spoiled. For clarity, neither the Member nor the State will be billed for the cost of the medication, processing fees, shipping fees, or administrative fees for replacements.
Respond: Agree; Disagree (Comment Allowed)
6. Bidder agrees once a drug is added to Specialty list, it cannot be removed without the State's approval.
Respond: Agree; Disagree (Comment Allowed)
7. Bidder shall not allow non-preferred specialty providers to process LDD drugs available to the preferred specialty pharmacy.
Respond: Agree; Disagree (Comment Allowed)
8. LDD products dispensed from the Preferred Specialty Pharmacy shall be included in specialty pricing guarantees and specialty rebate guarantees.
Respond: Agree; Disagree (Comment Allowed)
9. Bidder agrees that Non-Specialty drugs allowed at Retail and Mail for more than six (6) months may not be added to the Specialty List without prior notice to the State. This applies to New GPI14s, not new NDCs for GPIs already on Specialty List.
Respond: Agree; Disagree (Comment Allowed)
10. There shall be no minimum Day Supply for Mail Order guarantees, including network and rebate guarantees.
Respond: Agree; Disagree (Comment Allowed)
11. Bidder agrees that Non-Specialty drugs filled through a Specialty Pharmacy will be included with the mail order discount Guarantees and the mail order Rebate Guarantees.
Respond: Agree; Disagree (Comment Allowed)
12. Bidder shall not alter the proposed network to include or exclude any major national or regional retail chains prior to implementation and during the term of the contract without the State's approval.
Respond: Agree; Disagree (Comment Allowed)

13. Mail-service pricing is based on the actual NDC-11 and package size from which the prescription is dispensed. If disagree, please provide explanation.
Respond: Agree; Disagree (Comment Allowed)
14. Specialty pricing is based on the actual NDC-11 and package size from which the prescription is dispensed. If disagree, please provide explanation.
Respond: Agree; Disagree (Comment Allowed)
15. Bidder must agree to exclude funding, discounts, or compensation from co-pay cards, manufacturer coupons, discount programs, or other member financial assistance programs from drug discount guarantees.
Respond: Agree; Disagree (Comment Allowed)
16. Dollars collected for foundational support, patient assistance, coupons, or other similar copay assistance programs may not be applied to Network discount guarantees.
Respond: Agree; Disagree (Comment Allowed)
17. Bidder will apply Lower of Pricing Logic to all drugs at all channels.
Respond: Agree; Disagree (Comment Allowed)
18. The member will pay the Lower of Member Cost Logic for all drugs at all channels.
Respond: Agree; Disagree (Comment Allowed)
19. For Claims paid at U&C, Ingredient Cost will be calculated as U&C minus the Dispensing Fee.
Respond: Agree; Disagree (Comment Allowed)
20. All Generics (including but not limited to Non-MAC, MAC, single-source, multi-source, and house generic products) are to be included in the generic guarantee measurement.
Respond: Agree; Disagree (Comment Allowed)
21. Bidder shall not process any repackagers' AWP's in connection with any Claims.
Respond: Agree; Disagree (Comment Allowed)
22. Please describe how Multiple-drug Compounds are adjudicated.
Respond: [Text]
23. Please describe how Single-drug Compounds are adjudicated.
Respond: [Text]
24. Please describe how Vaccines are adjudicated.
Respond: [Text]
25. Is the State able to cap specialty fills to 30-days supply? Please describe any adjustment to network rates or rebates, if any would apply should the state implement a cap on days supply.
Respond: Yes; No; N/A (Comment Allowed)
26. Confirm there is no cap on Network or Specialty Guarantee missed amounts.
Respond: Capped; No Limit (Comment Allowed)
27. Bidder agrees to report pharmacy audit results to the State.
Respond: Agree; Disagree (Comment Allowed)

28. Are pharmacy audit services built into network pricing?
Respond: Yes; No; Modified (Comment Allowed)
29. Bidder agrees to credit 100% of all pharmacy audit recoveries to the State within 90 days of receipt of final audit report.
Respond: Agree; Disagree (Comment Allowed)
30. Describe how you identify and monitor pharmacies that may be practicing fraud, waste or abuse?
Respond: [Text]
31. Bidder agrees that savings from Drug Utilization Review (DUR), Formulary, Utilization Management programs, and Therapeutic interventions shall not be applied or used towards network discount guarantees.
Respond: Agree; Disagree (Comment Allowed)
32. Bidder agrees to bill the State the same price Bidder reimburses Participating Pharmacy without mark-up to the State.
Respond: Agree; Disagree (Comment Allowed)
33. Bidder will adhere to a Pass-Through pricing arrangement with no pricing spreads at retail.
Respond: Agree; Disagree (Comment Allowed)
34. PBM agrees to produce a quarterly report demonstrating pass-through rebates.
Respond: Agree; Disagree (Comment Allowed)
35. PBM agrees to produce a quarterly report demonstrating pass-through network performance.
Respond: Agree; Disagree (Comment Allowed)

SECTION 8.2: REBATE QUESTIONS

1. Rebates will be quoted on a per all Brands basis (including multisource brands).
Respond: Accept; Do Not Accept (Comment Allowed)
2. Rebates will be quoted by Pharmacy channel (Retail 30, Mail Order, and Specialty).
Respond: Accept; Do Not Accept (Comment Allowed)
3. Bidder accepts that Mail Order and Specialty rebates may not include qualifications for days supply or be pro-rated by day supply.
Respond: Accept; Do Not Accept (Comment Allowed)
4. The specialty rebate applies to all specialty claims regardless of channel.
Respond: Accept; Do Not Accept (Comment Allowed)
5. Bidder is willing to provide all rebate administration at no additional cost.
Respond: Yes; No (Comment Allowed)
6. Rebate guarantees are considered minimum guarantees and the State will receive, on a quarterly basis, the greater of the minimum rebate guarantee or the % of rebates and fees indicated in this bid.
Respond: Accept; Do Not Accept (Comment Allowed)

7. The State will receive earned rebates within 90 days of the end of the corresponding quarter in which they were earned. If different, please indicate days below. Rebate reimbursement to the State will be quarterly.
Respond: Accept; Do Not Accept (Comment Allowed)
8. Confirm there is no cap on Rebate Guarantee missed amounts.
Respond: Capped; No Limit (Comment Allowed)
9. Bidder must agree to exclude funding, discounts, or compensation from co-pay cards, manufacturer coupons, discount programs, or other member financial assistance programs from rebate guarantees.
Respond: Agree; Disagree (Comment Allowed)
10. Dollars collected for foundational support, patient assistance, coupons, or other similar copay assistance programs may not be applied to Rebate guarantees.
Respond: Accept; Do Not Accept (Comment Allowed)
11. Does the Bidder use a GPO or Rebate Aggregator for Rebates?
Respond: Yes; No (Comment Allowed)
12. If Yes to question 11, please describe the relationship with the GPO/Rebate Aggregator.
Respond: [Text]
13. Does the Bidder's GPO/rebate aggregator pass-through a percent of rebates, provide a flat-fee contract, or use an alternative contracting method? Please explain.
Respond: A percent of Rebates; A flat fee contract; Alternative Contract Method (Comment Allowed)
14. Bidder agrees to pass-through 100% of their received Manufacturer Derived Revenue.
Respond: Agree; Disagree (Comment Allowed)
15. Bidder agrees to pass-through 100% of Manufacturer Derived Revenue whether directly paid to Bidder or Bidder's affiliate, subsidiary, or subcontractor (Such as GPO or Rebate Aggregator), less any bona fide service fees.
Respond: Agree; Disagree (Comment Allowed)
16. Bidder will disclose all Manufacturer derived revenue directly paid to Bidder or Bidder's affiliate, subsidiary, or subcontractor (Such as GPO or Rebate Aggregator).
Respond: Agree; Disagree (Comment Allowed)
17. Bidder agrees that mail order discounts and mail order rebate guarantees will apply to any non-specialty products dispensed through a PBM owned and operated specialty pharmacy.
Respond: Agree; Disagree (Comment Allowed)
18. Bidder agrees that savings from Drug Utilization Review (DUR), Formulary, Utilization Management programs, and Therapeutic interventions shall not be applied or used towards rebate guarantees.
Respond: Agree; Disagree (Comment Allowed)

SECTION 8.3: CLIENT REPORTING

1. Will Bidder provide patient profiles (for State care manager use) upon request?
Respond: Yes; No (Comment Allowed)
2. Can Bidder support single sign-on technology for integration with the State?
Respond: Yes; No; N/A (Comment Allowed)
3. Does your organization have a self-serve client portal for data retrieval?
Respond: Yes; No; N/A (Comment Allowed)
4. Does your organization offer an opioid tracking/reporting tool?
Respond: Yes; No; N/A (Comment Allowed)
5. Please state whether your company would be willing and has the capabilities of sharing plan data with other vendors the State may utilize to manage costs (e.g. MTM programs, co-pay assistance programs, program monitoring, outsourced prior authorizations) without any additional fees. If you don't agree, please provide a description and cost detail in your response to the financial section of this RFP.
Respond: Agree; Disagree (Comment Allowed)
6. Include a sample annual executive review that includes utilization summaries, plan recommendations, predictive modeling analysis tools, and benchmark comparisons.
Respond: [File Attachment] (Comment Allowed)

SECTION 8.4: ACCOUNT AND MEMBER SERVICES

1. What differentiates your organization and capabilities from your competitors?
Respond: [Text]
2. Please list any URAC Accreditations that are applicable to your organization.
Respond: [Text]
3. Is your organization HITRUST Certified?
Respond: Yes; No (Comment Allowed)
4. Is your organization HIPAA-compliant?
Respond: [Text]
5. Please provide the states in which the Bidder and the claims processor (if different) are registered to provide PBM services.
Respond: [Text]
6. The State is currently invoiced twice per month for claims; confirm that you are willing to continue this practice or propose a schedule that is no more frequent than every two weeks.
Respond: Yes; No (Comment Allowed)
7. The State is currently invoiced once per month for administrative fees; confirm that you are willing to continue this practice or propose a schedule that is no more frequent than every two weeks.
Respond: Yes; No (Comment Allowed)

8. Please describe the penalty, if any, for late payments on undisputed claims/invoices
Respond: [Text]
9. For the customer/member service center proposed for the State provide the following for CY 2020:
a. Percent of calls abandoned
b. Percent of calls handled by live representative
c. Number of seconds to reach a live customer service representative
Respond: [Text]
10. PBM agrees to document 100% of the State's member service calls through call recordings and call notes. PBM will forward call recordings, written transcripts, and call notes at the State's request within two business days of the request being made.
Respond: Agree; Disagree (Comment Allowed)
11. PBM will not automatically enroll the State in any programs that involve any type of communications with members or alterations of members' medications, without express written consent from the State.
Respond: Agree; Disagree (Comment Allowed)
12. PBM agrees to, at minimum, quarterly calls to review member service issues. The PBM agrees to allow the State to review member service quality issues to the resolution endpoint.
Respond: Agree; Disagree (Comment Allowed)
13. PBM agrees to a minimum of one annual meeting with call center executives to discuss services regarding enrollment and member issues.
Respond: Agree; Disagree (Comment Allowed)
14. Do you currently perform membership satisfaction surveys? What percent of members indicated that they were "satisfied or very satisfied" with the overall program?
Respond: [Text]
15. In the event of a systems upgrade, the Bidder agrees that it will provide adequate proof that it has conducted pre- and post-implementation reviews and the Bidder agrees to be subject to the same applicable Implementation Performance Guarantees.
Respond: Agree; Disagree (Comment Allowed)
16. Please provide the below information regarding the proposed dedicated account team and attach resumes for each team member (If these individuals are different for Commercial and EGWP, please provide information for both):

Account Team	Name of Team Member	Years of PBM Experience	Number of Assigned Accounts	Location
Strategic Account Executive				
Account Manager				
Implementation Manager				
Clinical Pharmacists				

17. Bidder agrees to maintain an online pharmacy directory that includes name, location, telephone number, any non-English languages spoken, hours of operation (particularly 24 hour), available vaccine services and delivery services.

Respond: Agree; Disagree (Comment Allowed)

18. Does Bidder provide a hard copy of the pharmacy directory to members upon request?

Respond: Yes; No (Comment Allowed)

SECTION 8.5: EGWP QUESTIONNAIRE

1. Is the Bidder able to commit to a 4-month implementation (September-December) for the EGWP population?

Respond: Yes; No (Comment Allowed)

2. Bidder is an approved CMS-contracted prescription drug plan sponsor for an EGWP prescription drug plan in accordance with applicable Centers for Medicare and Medicaid Services (CMS) rules, regulations and requirements.

Respond: Yes; No (Comment Allowed)

3. Bidder will administer EGWP benefit for EGWP Members and all administrative services in accordance with Medicare Drug rules, regulations and requirements.

Respond: Yes; No (Comment Allowed)

4. Bidder will pass 100% of all associated EGWP and CMS subsidies (including but not limited to low-income subsidies, advance direct subsidies) to the State within 10 business days of receipt.

Respond: Yes; No (Comment Allowed)

5. Bidder's EGWP offering will cover 100% of the drugs covered by the current plan.

Respond: Yes; No (Comment Allowed)

6. The State will be able to automatically group enroll members into EGWP program.

Respond: Yes; No (Comment Allowed)

7. Describe the member enrollment process.

Respond: [Text]

8. Please provide your CMS Medicare Part B and D star rating.

Respond: [Text]

9. Describe your turnaround time for subsidy payments.

Respond: [Text]

10. Which formulary are you proposing (the State currently requires a wrap benefit)?

Respond: [Text]

SECTION 9: FORMULARY, PLAN DESIGN, AND UTILIZATION MANAGEMENT (5 POINTS)

1. Bidder shall respond to prior authorization requests within twenty-four (24) hours, 7 days a week.
Respond: Agree; Disagree (Comment Allowed)
2. If unable to respond within 24 hours, the claims processing system will automatically allow the pharmacy to dispense up to a seventy-two (72) -hour supply of a product without having to obtain an override.
Respond: Agree; Disagree (Comment Allowed)
3. What % of claims typically require prior authorization- Administrative?
Respond: [Number] (No Comment Allowed)
4. Please describe what constitutes an Administrative Prior Authorization.
Respond: [Text]
5. What % of claims typically require prior authorization- Clinical?
Respond: [Number] (No Comment Allowed)
6. Please describe what constitutes a Clinical Prior Authorization.
Respond: [Text]
7. For the Formulary being proposed, what % of claims in 2020 for the Bidder's book of business that required prior authorization are approved - Administrative?
Respond: [Number] (No Comment Allowed)
8. For the Formulary being proposed, what % of claims in 2020 for the Bidder's book of business that required prior authorization are approved - Clinical?
Respond: [Number] (No Comment Allowed)
9. For the Specialty List being proposed, what % of claims for specialty drugs for the Bidder's book of business required prior authorization?
Respond: [Number] (No Comment Allowed)
10. For the Specialty List being proposed, what % of claims for specialty drugs for the Bidder's book of business that required prior authorization are approved?
Respond: [Number] (No Comment Allowed)
11. Bidder shall only initiate therapeutic interchanges when switching to drugs with a lower net cost.
Respond: Agree; Disagree (Comment Allowed)
12. Does Bidder provide any type of patient assistance management or coordination programs? If yes, please explain.
Respond: Yes; No (Comment Allowed)
13. Does Bidder provide any means of tracking claims using manufacturers' patient assistance programs or coupons? If "Yes," please explain.
Respond: Yes; No; N/A (Comment Allowed)

14. Can your system adjust member accumulators when members use patient assistance, coupons, or other similar manufacturer copay assistance programs?
Respond: Yes; No; N/A (Comment Allowed)
15. Do you charge for any patient assistance, coupon, or other similar manufacturer co-pay assistance programs?
If "Yes", please explain.
Respond: Yes; No (Comment Allowed)
16. The State shall be notified by Bidder at least 90 days prior to a formulary change.
Respond: Agree; Disagree (Comment Allowed)
17. Please provide your policy for adding new drugs to the formulary. Is there a waiting period (e.g. 6 months) from market entry to inclusion and can this be appealed should a special-needs patient require the medication immediately?
Respond: [Text]
18. Prior to making any modification to the formulary, Bidder shall advise the State whether such proposed modification will have a material impact on members and whether it will impact any rebate guarantees.
Respond: Accept; Do Not Accept (Comment Allowed)
19. State the number of FDA-approved drugs that are excluded from the proposed Formulary for both EGWP and Commercial.
Respond: [Number] (Comment Allowed)
20. Please provide a Formulary Disruption summary for both EGWP and Commercial, including positive and negative changes, as well as a list of alternative formulary products for the top twenty negatively disrupted drugs.
Respond: [File Attachment] (Comment Allowed)
21. Please provide a Member Disruption summary for both EGWP and Commercial including estimated financial impact of formulary changes.
Respond: [File Attachment] (Comment Allowed)
22. Please provide a Network Disruption summary for both EGWP and Commercial including a list of disrupted pharmacies and the associated number of disrupted claims at each pharmacy.
Respond: [File Attachment] (Comment Allowed)

SECTION 10: PERFORMANCE GUARANTEE QUESTIONNAIRE (2 POINTS)

Bidder shall agree to meet the following performance standards and metrics (together 'Performance Guarantees'), which shall be self-reported, but auditable by the State. All Performance Guarantees shall be set, measured and paid no less than annually, or as otherwise stated herein. Accepted Performance Guarantees shall apply to both Commercial and EGWP; however, Commercial and EGWP shall be tracked, reported, and reconciled independently. At-risk amounts for Implementation and Ongoing Performance Guarantees will apply as indicated in the Financial Proposal.

SECTION 10.1: PERFORMANCE GUARANTEE ALLOCATION AND GUARANTEE MANAGEMENT

1. Performance guarantees are Client Specific, not book of business or general averages (unless otherwise explicitly stated).
Respond: Agree; Disagree (Comment Allowed)
2. The State will determine allocation of Implementation Performance Guarantees by indicating a percentage of total guaranteed dollars. Percentage may range from 0% to 25% for each guarantee.
Respond: Agree; Disagree (Comment Allowed)
3. The State will determine allocation of all Ongoing Performance Guarantees by indicating a percentage of total guaranteed dollars. Percentage may range from 0% to 25% for each guarantee.
Respond: Agree; Disagree (Comment Allowed)
4. The State will determine allocation of all Monitoring Performance Guarantees by indicating a percentage of total guaranteed dollars. Percentage may range from 0% to 25% for each guarantee.
Respond: Agree; Disagree (Comment Allowed)
5. Bidder agrees that all performance guarantee categories (Implementation; Ongoing; Monitoring) are separate and distinct from each other.
Respond: Agree; Disagree (Comment Allowed)
6. Performance Guarantee dollars at risk may not be used to offset any network or rebate guarantees and vice versa.
Respond: Agree; Disagree (Comment Allowed)
7. Bidder agrees that Commercial and EGWP Performance Guarantees shall be separate and distinct from each other.
Respond: Agree; Disagree (Comment Allowed)

SECTION 10.2: IMPLEMENTATION PERFORMANCE GUARANTEES

Please complete the questions below indicating your acceptance of the Implementation Performance Guarantees.

1. All Implementation Guarantees will be measured within 90 days post implementation start date.
Respond: Agree; Disagree (Comment Allowed)
2. Plan Setup: The State's required data and plan setups will be operational at least 30 days prior to start date.
Respond: Agree; Disagree (Comment Allowed)
3. Eligibility Load: Bidder will load eligibility file within agreed time frame, but no less than 15 days prior to start date.
Respond: Agree; Disagree (Comment Allowed)
4. ID Cards: All members will receive accurate ID cards and welcome kits at least 10 days prior to start date.
Respond: Agree; Disagree (Comment Allowed)
5. Dedicated Phone Line: Bidder will provide a dedicated, toll-free phone line for members to assist with open enrollment related questions.
Respond: Agree; Disagree (Comment Allowed)
6. Claims History: Bidder will load initial claims history prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.
Respond: Agree; Disagree (Comment Allowed)
7. Prior Authorization History: Bidder will load Prior Authorization file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.
Respond: Agree; Disagree (Comment Allowed)
8. Refill File: Bidder will load refill file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.
Respond: Agree; Disagree (Comment Allowed)
9. Plan Design Approval: Plan Design and Coverage rules must be submitted to the State for approval no later than 60 days prior to start date.
Respond: Agree; Disagree (Comment Allowed)
10. Member Plan Change Communications: Patient specific communications regarding formulary or other benefit design changes shall be mailed to members at least 20 business days before start date.
Respond: Agree; Disagree (Comment Allowed)
11. Implementation Satisfaction: The State will be satisfied with all aspects of the implementation team's performance and results of implementation process. Measured by a mutually agreed upon survey conducted 30 days after start date.
Respond: Agree; Disagree (Comment Allowed)

SECTION 10.3: ONGOING PERFORMANCE GUARANTEES

Please complete the questions below indicating your acceptance of the Ongoing Performance Guarantees.

1. All Ongoing Performance Guarantees will be measured on an annual basis, within 90 days after the close of each year.
Respond: Agree; Disagree (Comment Allowed)
2. Eligibility Loads: Electronically submitted eligibility shall be completely and accurately processed and loaded by Bidder within one business day of receipt.
Respond: Agree; Disagree (Comment Allowed)
3. New Member ID Cards: Accurate ID cards will be mailed to new members at least within 5 days after receipt of eligibility file load (if applicable).
Respond: Agree; Disagree (Comment Allowed)
4. System Up Time: Bidder guarantees 99.5% claims processing systems availability (other than scheduled maintenance time) during normal service hours.
Respond: Agree; Disagree (Comment Allowed)
5. Member Communication Approval: Bidder agrees that 100% of member communications will be approved by the State.
Respond: Agree; Disagree (Comment Allowed)
6. Member Communication Accuracy: Bidder agrees that 100% of all member communications will be accurate and complete for the intended recipient. (pass/fail)
Respond: Agree; Disagree (Comment Allowed)
7. Audit Findings: Bidder will fully complete and resolve all identified PBM Audit findings withing 6 months of PBM notification from State or State's representative.
Respond: Agree; Disagree (Comment Allowed)
8. Audit Initial Response: Bidder will provide response to initial audit findings within 30 days after PBM notification from State or State's representative.
Respond: Agree; Disagree (Comment Allowed)
9. Member Satisfaction: 95% of members will be satisfied based on Customer Satisfaction Score (CSAT) survey mutually developed by Bidder and State. At least 20% of surveyed members shall be extremely or very satisfied.
Respond: Agree; Disagree (Comment Allowed)
10. Speed of Answer: All member calls will be answered within an average 15 seconds or less.
Respond: Agree; Disagree (Comment Allowed)
11. Abandonment Rate: The telephone abandonment rate of the member services toll free telephone line will not exceed 3%.
Respond: Agree; Disagree (Comment Allowed)

12. **Mail Order Turn-around-time:** Members shall receive Mail Order prescriptions within 2 business days without intervention and 4 days with intervention at 98% accuracy.
Respond: Agree; Disagree (Comment Allowed)
13. **Mail Order Error Rate:** 99.999% of prescriptions will be dispensed without error. Errors include, but are not limited to patient name, prescribed drug, drug strength, directions, quantity, and prescriber name.
Respond: Agree; Disagree (Comment Allowed)
14. **Ad Hoc Turn-around time:** Ad-Hoc (non-standard) reports will be delivered within 5 business days of request at 95% accuracy.
Respond: Agree; Disagree (Comment Allowed)
15. **Standard Reports Turn Around Times:** Standard Reports will be delivered on-time, as communicated in the reporting schedule, at 100% accuracy.
Respond: Agree; Disagree (Comment Allowed)
16. **Standard Report Accuracy:** All Standard Reports will be 100% accurate at the time of delivery.
Respond: Agree; Disagree (Comment Allowed)
17. **Pharmacy Network Audit Electronic Review:** 100% of claims will be reviewed using an automated process.
Respond: Agree; Disagree (Comment Allowed)
18. **Pharmacy Network Audit Secondary review:** 20% of pharmacies in the State's network will be subject to secondary audit review.
Respond: Agree; Disagree (Comment Allowed)
19. **Retail Network Access:** At least 95% of participants will have at least one in network retail pharmacy within 5 miles of their home zip code.
Respond: Agree; Disagree (Comment Allowed)
20. **Retail Network Turnover:** Less than 2.5% of network retail pharmacies list will change in/out of network status at any point during the year.
Respond: Agree; Disagree (Comment Allowed)
21. **Member Paper Claims:** Less than 1% of claims shall be member submitted.
Respond: Agree; Disagree (Comment Allowed)
22. **Paper Claim Processing:** 95% of paper claims will be reimbursed within 10 days.
Respond: Agree; Disagree (Comment Allowed)
23. **Account Management Satisfaction:** The State will be extremely or very satisfied with the account management services. Measured by a mutually agreed upon survey conducted 30 days after the end of each plan year.
Respond: Agree; Disagree (Comment Allowed)
24. **Account Management Turnover:** The account team members will remain consistent year over year, excluding State requested personnel changes and Bidder employee promotions.
Respond: Agree; Disagree (Comment Allowed)

25. Bidder will respond to all State emails and calls within 24 hours at 95% accuracy, tracked by the State and verified by Bidder.

Respond: Agree; Disagree (Comment Allowed)

26. Benefit Change Requests: 100% of benefit changes, add, and deletes will be setup accurately based on information contained in signed benefit forms.

Respond: Agree; Disagree (Comment Allowed)

27. Bidder shall adjudicate each Specialty Drug's indicated discount using the most recently provided specialty list at 99% per claim accuracy.

Respond: Agree; Disagree (Comment Allowed)

28. 95% of prior authorization determinations shall be completed within 72 hours.

Respond: Agree; Disagree (Comment Allowed)

29. All invoicing errors will be credited to the State within a mutually agreed upon timeframe.

Respond: Agree; Disagree (Comment Allowed)

SECTION 10.4: MONITORING PERFORMANCE GUARANTEES

Please complete the questions below indicating your acceptance of the Monitoring and Invoice Review Performance Guarantees.

1. All Monitoring Performance Guarantees will be measured on a quarterly basis, within 15 days after the close of each quarter.

Respond: Agree; Disagree (Comment Allowed)

2. Invoice Review: Bidder will respond to all Invoice Review Findings within 48 hours.

Respond: Agree; Disagree (Comment Allowed)

3. Monitoring: Bidder will respond to all monitoring findings within 15 business days.

Respond: Agree; Disagree (Comment Allowed)

4. Missed Guarantees: Any missed pricing guarantees, measured on a guarantee-by-guarantee basis, great than 1% of total States drug spend, will be corrected to within 1% of the State's total drug spend threshold within 90 days from monitoring report date at 95% accuracy.

Respond: Agree; Disagree (Comment Allowed)

5. Daily Claims File: Bidder shall provide a daily claims file at 99% on-time delivery accuracy.

Respond: Agree; Disagree (Comment Allowed)

6. Specialty List: Bidder shall provide a quarterly NDC level Specialty List with pricing with 100% accuracy.

Respond: Agree; Disagree (Comment Allowed)

7. Formulary: Bidder shall provide a quarterly NDC level Formulary File with 100% accuracy.

Respond: Agree; Disagree (Comment Allowed)

8. **Formulary Exclusion:** Bidder shall provide a quarterly NDC level Formulary Exclusion File with 100% accuracy.
Respond: Agree; Disagree (Comment Allowed)
9. **Biosimilar and LDD:** Bidder shall provide a quarterly NDC level LDD and Biosimilar List with pricing with 100% accuracy.
Respond: Agree; Disagree (Comment Allowed)
10. **Rebates:** Bidder shall provide quarterly Rebate report of earned, expected, and paid rebates with 100% Accuracy.
Respond: Agree; Disagree (Comment Allowed)
11. **Clean Data:** All data files will be clean, accurate, complete and include all required fields as specified and mutually agreed upon by SkySail, the State, and Bidder. Resending a data file or supplementing a previous data file will be considered a miss. 97% Accuracy measured on a per file per delivery basis.
Respond: Agree; Disagree (Comment Allowed)
12. **Data Delivery Turn-around Time:** Bidder shall provide all data feeds, required lists, and reports (including invoices) within 2 business days of expected delivery at 95% Accuracy.
Respond: Agree; Disagree (Comment Allowed)

SECTION 11: FINANCIAL OFFER- PASS-THROUGH PRICING (65 POINTS)

SECTION 11.1: ACTIVES/NON-MEDICARE RETIREES (COMMERCIAL)

Please complete the following questions to describe your primary financial offer. All edits, comments, and inclusions/exclusions will be reviewed with the appropriate financial pricing estimates adjusted accordingly.

1. Please complete the table below and confirm if the following are included or excluded in the guaranteed discount from AWP.

Network Inclusion/Exclusions	Mail Channel	Retail Channel	Specialty Channel
U&C			
OTCs			
Compounds			
Vaccines			
Specialty Drugs			
LDD			
Bio-Similar			
ZBC (Using calculated Ingredient Cost; not 100% discount)			
COBs			
DMRs			
340b			
Home Infusion			
LTC			
VA (Veterans Affairs)			
I/T/U (Indian/Tribal Health Providers)			
Non-Formulary Drugs			
Formulary Excluded Drugs			
Out-of-Network/Non-Contracted			
Claims with Ancillary Charges (if excluded, please define in comment section)			
Claims with Copay Assistance (if excluded, please define in comment section)			
Claims with an Override			
Subrogation Claims			
DAW 5 Claims			
Repackaged NDCs			
Unit dose/Unit of Use NDCs			
Rural Pharmacies			

2. List all other exclusions not listed in the table above:
Respond: [Text]
3. If Rural Pharmacies are excluded, please define and provide a current list.
Respond: [Text]

4. The State guarantees are measured and reconciled on a dollar-for-dollar basis with 100% of any shortfalls recouped by the State.

Respond: Accept; Do Not Accept (Comment Allowed)

5. The State requires each distinct pricing guarantee to be measured and reconciled individually.

Respond: Accept; Do Not Accept (Comment Allowed)

6. Please describe any limitations to the Pricing Guarantees (Network, Specialty, Rebates, etc). The State strongly urges Bidders to place no limitations on guarantees.

Respond: [Text]

7. Network name & type for Retail 30:

Respond: [Text]

8. The State requires a broad network. Which Retail 30 network are you proposing?

Respond: Broad; Narrow; Limited; Exclusive; Other (describe in comment) (Comment Allowed)

9. Please complete the table below for Retail 30 standard drugs (Non-Specialty Drugs)

Retail 30 Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

10. Please provide any comments on your entries in the above table:

Respond: [Text]

11. Please complete the table below for Mail standard drugs (Non-Specialty Drugs)

Mail Service Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

12. Please provide any comments on your entries in the above table:

Respond: [Text]

13. Please list any limitations including Days Supply, if applicable. (Mail)

Respond: [Text]

14. Please complete the table below for Specialty drugs filled at Retail:

Specialty Drugs at Retail Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			
New to Market Brand AWP Discount			
New to Market Brand Dispensing Fee			
LDD AWP Discount			

LDD Dispensing Fee			
Biosimilar AWP Discount			
Biosimilar Dispensing Fee			

15. Please provide any comments on your entries in the above table:

Respond: [Text]

16. Please complete the table below for Specialty drugs filled at Mail/Specialty Pharmacy:

Specialty Drugs at Mail/Specialty Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			
New to Market AWP Discount			
New to Market Dispensing Fee			
LDD AWP Discount			
LDD Dispensing Fee			
Biosimilar AWP Discount			
Biosimilar Dispensing Fee			

17. Please provide any comments on your entries in the above table:

Respond: [Text]

18. Please list any limitations including Days Supply, if applicable. (Specialty)

Respond: [Text]

19. Please list any additional Specialty Drug exclusions not otherwise included above.

Respond: [Text]

20. Specialty network guarantees will include a separate overall discount guarantee for Specialty Brands and Specialty Generics.

Respond: Agree; Disagree (Comment Allowed)

21. In addition to the aggregate specialty guarantee, does the bidder agree to provide individual specialty drug guarantees?

Respond: Aggregate Only; Aggregate and Individual Specialty Drug Guarantees

22. If “Aggregate and Individual Specialty Drug Guarantees” is selected in Question 20 above, please ensure the specialty list includes discounts or upload a guaranteed price list.

Respond: Agree; Disagree (Comment Allowed)

23. Are you willing to offer a PMPM guarantee? If so, please provide detail in the comment section.

Respond: Accept; Do Not Accept (Comment Allowed)

24. State requires Bidders to provide administrative fees in the form of PMPM:

Administrative Fees	Year 1	Year 2	Year 3	Comment
Per member per month				

25. Please provide any comments on your entries in the above table:

Respond: [Text]

26. Credits and Allowances

Type	One-time	Year 1	Year 2	Year 3	Comment
Implementation					
Other					

SECTION 11.2: ACTIVES/NON-MEDICARE RETIREES (COMMERCIAL)- REBATE GUARANTEES

1. Name of proposed Formulary.

Respond: [Text]

2. Please attach a list of all drugs excluded from proposed formulary.

Respond: [File Attachment] (Comment Allowed)

3. Confirm rebate guarantees are applicable to the current plan benefit design.

Respond: Yes; No (Comment Allowed)

4. Please confirm if the below are included or excluded from your Rebate proposal:

Category	Non-Specialty Brand Drugs	Specialty Drugs
U&C		
Compounds		
LDD		
Bio-Similar		
ZBC (Using calculated Ingredient Cost; not 100% discount)		
Multisource Brands		
Claims Older than 180 Days		
Diabetic test strips and OTC insulins		
All OTCs (Not including Diabetic test strips and OTC insulins)		
Non-rebatable Specialty NDCs (If excluded, please provide a list of NDCs)		
Non-rebatable Brand NDCs (If excluded, please provide a list of NDCs)		
Home Infusion		
LTC		
Vaccines		
In-House Pharmacy		
Out-of-Network/Non-Contracted Pharmacies		
Rural Pharmacies (If excluded, please define.)		
COBs		
DMRs		
340b		
Claims with Ancillary Charges (if excluded, please define in comment section)		
Claims with Copay Assistance (if excluded, please define in comment section)		
Discount Card Claims		
Claims with an Override		
Subrogation Claims		
DAW 5 Claims		
Repackaged NDCs		
Unit dose		
Unit of Use NDCs		
Claims for beauty aids and cosmetics		
Multi-Source Generic Claims		
Single-Source Generic Claims		
Claims where after meeting the deductible the Member's Cost Share under the applicable Benefit Design is greater than or equal to 50%		

5. List all other exclusions not listed above.

Respond: [Text]

6. Please complete the table below with the % of Manufacturer Derived Revenue (whether directly paid to Bidder or Bidder's affiliate, subsidiary, or subcontractor) passed through to State.

Category	Standard Brand Drugs - enter % passed through to plan	Specialty Drugs- enter % passed through to plan
Rebates		
Incentive rebates categorized as mail-order purchase discounts		
Credits		
Market Share Incentives		
Promotional Allowances		
Commissions		
Market Share Utilization		
Drug pull-through programs		
Implementation Allowances		
Rebate Submission Fees		
Formulary Placement Fees		
Administrative Fees		
Inflation Caps/Pricing Protection		
Price Concessions		
Performance-based Incentives		
Data Fees		
Volume-based Incentives		
Other		

7. If "Other" in the above table, please describe. If no "Other", please enter NA.

Respond: [Text]

8. Please provide the expected total rebate dollar amount the State will receive during the three-year term of the contract. Provide estimated rebate amount for Biosimilars, LDD, and any ancillary claims in the "All Other" bucket.

Estimated Rebate Amounts	Year 1	Year 2	Year 3	Total
Standard Brands filled at Retail				
Standard Brands filled at Mail				
Standard Brands filled at Specialty				
Specialty Brands filled at Retail				
Specialty Brands filled at Mail				
Specialty Brands filled at Specialty				
All Other at Retail				
All Other at Mail				
All Other at Specialty				

9. Please complete table below:

Guaranteed Minimum Rebates	Year 1	Year 2	Year 3
Retail per brand claim			

Mail per brand claim			
Specialty Drugs at Specialty/Mail per brand claim			
Specialty Drugs at Retail per brand claim			

10. Please provide any comments on your entries in the above table:

Respond: [Text]

SECTION 11.3: ACTIVES/NON-MEDICARE RETIREES (COMMERCIAL) - INCLUDED SERVICES

Please indicate items that are included/excluded in your bid. If not included, provide the actual cost associated with the service per occurrence and an estimated annual expense, as well as an estimated ROI for each program.

1. Please complete the table below:

Services (Eligibility)	Please indicate Included or Excluded	Additional Cost	Comment
Administration of eligibility submitted in a Bidder/PBM-standard digital format.			
Eligibility maintenance.			
Hard copy eligibility submission.			

2. Please list any eligibility services that aren't included in the bid below and provide cost.

Respond: [Text]

3. Please complete table below:

Services (Support)	Please indicate Included or Excluded	Additional Cost	Comment
The State is allowed access to PBM's systems to support coverage, eligibility & authorization activities.			
Connectivity charges to customer and provider support system.			

4. Please list any support services that aren't included in the bid below and provide cost.

Respond: [Text]

5. Please complete table below:

Services (Claim Adjudication)	Please indicate Included or Excluded	Additional Cost	Comment
Administration of PBM standard plan designs including tiered (3 and greater) co-payments, coinsurance, maximum limits, out-of-pocket limits, and deductibles.			
In-network claims adjudication via on-line claims adjudication system.			
Direct reimbursement/out-of-network claims adjudication (including check and EOB)			
On-line claims history retention more than 12 months.			
Transfer of claims to medical carrier and consultants.			
Compound Claim Adjudication			
Vaccine Claim Adjudication			

6. Please list any claim adjudication services that aren't included in the bid below and provide cost.

Respond: [Text]

7. Please complete table below:

Services (Retail Pharmacy Network)	Please indicate Included or Excluded	Additional Cost	Comment
Establish, maintain, credential and contract an adequate panel of participating network pharmacies.			
Develop & distribute communication materials to participating pharmacies regarding the program.			
Toll-free access to Help Desk for eligibility/claims processing assistance.			
Toll-free access to PBM pharmacists to obtain DUR assistance.			
Monitor network pharmacy performance and compliance, including generic substitution rates, formulary program conformance, and DUR intervention conformance through retail network management initiatives and reporting.			
Standard pharmacy audit program (including desktop, member survey, and onsite pharmacy audits).			
Enhanced audit program (please describe).			

8. Please list any retail pharmacy network services that aren't included in the bid below and provide cost.

Respond: [Text]

9. Please complete table below:

Services (Clinical Programs)	Please indicate Included or Excluded	Additional Cost	Comment
Point of Sale Edits.			
Dose/Quantity Duration Edits.			
Step Therapy Edits.			
Dispensing Quantity Edits.			
Physician prescribing summaries.			
High utilization management.			
Patient-specific notifications to physicians regarding drug therapy problems (i.e. non-compliance, early discontinuation, suboptimal therapy) based on integrated prescription, medical, and laboratory data.			

10. Please list any clinical program services that aren't included in the bid below and provide cost.

Respond: [Text]

11. Please complete table below:

Services (Reviews and Appeals Management)	Please indicate Included or Excluded	Additional Cost	Comment
Prior Authorization - Clinical			
Prior Authorization - Administrative			
First Level Appeals			
Higher Level Appeals			
Clinical - conditions of coverage reported by physician			

12. Please list any review and appeal management services that aren't included in the bid below and provide cost.

Respond: [Text]

13. Please complete table below:

Services (Reporting)	Please indicate Included or Excluded	Additional Cost	Comment
Standard management reports.			
Daily or weekly claims detail file (sent to the State and/or consultants).			
Quarterly or annual claims detail electronic file (sent to the State and/or consultants).			
Web-based online, decision support tool allowing the State access to reports and ad hoc query capabilities.			
Additional ad hoc/custom report production, reprogramming and testing of non-standard requirements for the State.			
Up to 10 programming hours to support specialized reporting or benefit design.			

14. Please list any reporting services that aren't included in the bid below and provide cost.

Respond: [Text]

15. Please complete table below:

Services (Member Services)	Please indicate Included or Excluded	Additional Cost	Comment
Toll-free telephone access to customer service for the program for use by plan members, benefits personnel, and physicians.			
Toll-free telephone access to voice response unit for location of network pharmacies in zip code area.			
24-hour access to a Bidder pharmacist via toll-free telephone service.			
Bidder enrollment package for new members, including announcement letter, descriptive brochure, & mail-service envelope.			
Distribution of customized materials, except as described elsewhere.			
Optional Explanation of Benefits (EOB) to describing the application of deductibles and coinsurance.			
Customized, targeted member mailings for supporting formulary initiatives.			

16. Please list any member services that aren't included in the bid below and provide cost.

Respond: [Text]

17. Please complete table below:

Services (Bidder Website)	Please indicate Included or Excluded	Additional Cost	Comment
Standard member website capabilities including online prescription ordering and status, coverage and benefit information, health information, and assessment resources.			
Online drug cost comparison tool including formulary status and average cost per prescription.			

18. Please list any Bidder website services that aren't included in the bid below and provide cost.

Respond: [Text]

19. Please complete table below:

Services (Account Management)	Please indicate Included or Excluded	Additional Cost	Comment
The State's clinical and plan consulting, analysis and cost projections.			
Annual analysis of program utilization and impact of plan design and managed care interventions.			

20. Please list any account management services that aren't included in the bid below and provide cost.

Respond: [Text]

21. Please complete table below:

Services (Mail Pharmacy Services)	Please indicate Included or Excluded	Additional Cost	Comment
Processing of prescriptions received via Internet, fax, phone or mail.			
Refill orders received by phone or Internet 24 hours a day, 7 days a week.			
Handling and postage expense of home delivery prescriptions.			
Expedited delivery.			
Braille prescription labels for visually impaired.			
Communication/educational materials included in medication packages including benefit summary statement, drug information leaflet, mail-service envelope, and refill forms (as needed).			
General communications regarding utilization of home delivery including brochures, table tent cards, posters, content for general e-mail messaging to members, newsletter content.			

22. Please list any Mail pharmacy services that aren't included in the bid below and provide cost.

Respond: [Text]

SECTION 11.4: MEDICARE PART-D EGWP

Please complete the following questions to describe your primary financial offer.

1. Please complete the table below and confirm if the following are included or excluded in the guaranteed discount from AWP.

Network Inclusion/Exclusions	Mail Channel	Retail Channel	Specialty Channel
U&C			
OTCs			
Compounds			
Vaccines			
Specialty Drugs			
LDD			
Bio-Similar			
ZBC (Using calculated Ingredient Cost; not 100% discount)			
COBs			
DMRs			
340b			
Home Infusion			
LTC			
VA (Veterans Affairs)			
I/T/U (Indian/Tribal Health Providers)			
Non-Formulary Drugs			
Formulary Excluded Drugs			
Out-of-Network/Non-Contracted			
Claims with Ancillary Charges (if excluded, please define in comment section)			
Claims with Copay Assistance (if excluded, please define in comment section)			
Claims with an Override			
Subrogation Claims			
DAW 5 Claims			
Repackaged NDCs			
Unit dose/Unit of Use NDCs			
Rural Pharmacies			

2. List all other exclusions not listed in the table above:
Respond: [Text]
3. If Rural Pharmacies are excluded, please define and provide a current list.
Respond: [Text]
4. The State guarantees are measured and reconciled on a dollar-for-dollar basis with 100% of any shortfalls recouped by the State.
Respond: Accept; Do Not Accept (Comment Allowed)
5. The State requires each distinct pricing guarantee to be measured and reconciled individually.
Respond: Accept; Do Not Accept (Comment Allowed)

6. Please describe any limitations to the Pricing Guarantees (Network, Specialty, Rebates, etc). The State strongly urges Bidders to place no limitations on guarantees.

Respond: [Text]

7. Network name & type for Retail 30:

Respond: [Text]

8. The State requires a broad network. Which Retail 30 network are you proposing?

Respond: Broad; Narrow; Limited; Exclusive; Other (describe in comment) (Comment Allowed)

9. Please complete the table below for Retail 30 standard drugs (Non-Specialty Drugs)

Retail 30 Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

10. Please provide any comments on your entries in the above table:

Respond: [Text] Respond: Estimates; Guarantees (Comments Allowed)

11. Network name & type for Retail 90:

Respond: [Text]

12. The State requires a broad network. Which Retail 90 network are you proposing?

Respond: Broad; Narrow; Limited; Exclusive; Other (describe in comment) (Comment Allowed)

13. Please complete the table below for Retail 30 standard drugs (Non-Specialty Drugs)

Retail 90 Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

14. Please provide any comments on your entries in the above table:

Respond: [Text]

15. Describe as Mandatory, Maintenance/Choice/Smart 90, etc. for Mail network.

Respond: [Text]

16. Which Mail network are you proposing? Please provide a description in the comment section below.

Respond: Open; Exclusive (Comments Allowed)

17. Please complete the table below for Mail standard drugs (Non-Specialty Drugs)

Mail Service Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

18. Please provide any comments on your entries in the above table:

Respond: [Text]

19. Please list any limitations including Days Supply, if applicable. (Mail)

Respond: [Text]

20. Which specialty network are you proposing? Please provide a description in the comment section below.

Respond: Open; Exclusive (Comments Allowed)

21. Please complete the table below for Specialty drugs filled at Retail:

Specialty Drugs at Retail Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			
New to Market AWP Discount			
New to Market Dispensing Fee			
LDD AWP Discount			
LDD Dispensing Fee			
Biosimilar AWP Discount			
Biosimilar Dispensing Fee			

22. Please provide any comments on your entries in the above table:

Respond: [Text]

23. Please complete the table below for Specialty drugs filled at Mail/Specialty Pharmacy:

Specialty Drugs at Mail/Specialty Pricing Guarantees	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			
New to Market AWP Discount			
New to Market Dispensing Fee			
LDD AWP Discount			
LDD Dispensing Fee			
Biosimilar AWP Discount			
Biosimilar Dispensing Fee			

24. Please provide any comments on your entries in the above table:

Respond: [Text]

25. Please list any limitations including Days Supply, if applicable. (Specialty)

Respond: [Text]

26. Please list any additional Specialty Drug exclusions not otherwise included above.

Respond: [Text]

27. In addition to the aggregate specialty guarantee, does the bidder agreed to provide an individual specialty drug guarantee?

Respond: Aggregate Only; Aggregate and Individual Specialty Drug Guarantees (Comments Allowed)

28. If "Aggregate and Individual Specialty Drug Guarantees" is selected in Question 26 above, the Bidder has indicated guaranteed pricing; please ensure the specialty list includes discounts or upload a guaranteed price list.

Respond: Agree; Disagree (Comment Allowed)

29. Network name & type for Long Term Care (LTC):

Respond: [Text]

30. Are the LTC Pricing rates estimates or guarantees?

Respond: Estimates; Guarantees (Comments Allowed)

31. Please complete the table below for LTC:

LTC Pricing	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

32. Please provide any comments on your entries in the above table:

Respond: [Text]

33. Network name & type for Home Infusion (HI):

Respond: [Text]

34. Are the Home Infusion rates estimates or guarantees?

Respond: Estimates; Guarantees (Comments Allowed)

35. Please complete the table below for HI:

Home Infusion Pricing	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

36. Please provide any comments on your entries in the above table:

Respond: [Text]

37. Network name & type for Indian Tribal (I/T/U):

Respond: [Text]

38. Are the Indian Tribal (I/T/U) rates estimates or guarantees?

Respond: Estimates; Guarantees (Comments Allowed)

39. Network name & type for Indian Tribal (I/T/U):

Indian Tribal (I/T/U) Pricing	Year 1	Year 2	Year 3
Generic AWP Discount			
Generic Dispensing Fee			
Brand AWP Discount			
Brand Dispensing Fee			

40. Please provide any comments on your entries in the above table:

Respond: [Text]

41. Are you willing to offer a PMPM guarantee? If so, please provide detail in the comment section.

Respond: Accept; Do Not Accept (Comment Allowed)

42. State requires Bidders to provide administrative fees in the form of PMPM:

Administrative Fees	Year 1	Year 2	Year 3	Comment
Per member per month				

43. Please provide any comments on your entries in the above table:

Respond: [Text]

44. Credits and Allowances

Type	One-time	Year 1	Year 2	Year 3	Comment
Implementation					
Other					

SECTION 11.5: MEDICARE PART-D (EGWP)- REBATE GUARANTEES

1. Name of proposed Formulary.

Respond: [Text]

2. Please attach a list of all drugs excluded from proposed formulary.

Respond: [File Attachment] (Comment Allowed)

3. Confirm rebate guarantees are applicable to the current plan benefit design.

Respond: Yes; No (Comment Allowed)

4. Please confirm if the below are included or excluded from your Rebate proposal:

Category	Non-Specialty Brand Drugs	Specialty Drugs
U&C		
Compounds		
LDD		
Bio-Similar		
ZBC (Using calculated Ingredient Cost; not 100% discount)		
Multisource Brands		
Claims Older than 180 Days		
Diabetic test strips and OTC insulins		
All OTCs (Not including Diabetic test strips and OTC insulins)		
Non-rebatable Specialty NDCs (If excluded, please provide a list of NDCs)		
Non-rebatable Brand NDCs (If excluded, please provide a list of NDCs)		
Home Infusion		
LTC		
Vaccines		
In-House Pharmacy		
Out-of-Network/Non-Contracted Pharmacies		
Rural Pharmacies (If excluded, please define.)		
COBs		
DMRs		
340b		
Claims with Ancillary Charges (if excluded, please define in comment section)		
Claims with Copay Assistance (if excluded, please define in comment section)		
Discount Card Claims		
Claims with an Override		
Subrogation Claims		
DAW 5 Claims		
Repackaged NDCs		
Unit dose		
Unit of Use NDCs		
Claims for beauty aids and cosmetics		
Multi-Source Generic Claims		
Single-Source Generic Claims		
Claims where after meeting the deductible the Member's Cost Share under the applicable Benefit Design is greater than or equal to 50%		

5. List all other exclusions not listed above.

Respond: [Text]

6. Please complete the table below with the % of Manufacturer Derived Revenue (whether directly paid to Bidder or Bidder's affiliate, subsidiary, or subcontractor) passed through to State.

Category	Standard Brand Drugs - enter % passed through to plan	Specialty Drugs- enter % passed through to plan
Rebates		
Incentive rebates categorized as mail-order purchase discounts		
Credits		
Market Share Incentives		
Promotional Allowances		
Commissions		
Market Share Utilization		
Drug pull-through programs		
Implementation Allowances		
Rebate Submission Fees		
Formulary Placement Fees		
Administrative Fees		
Inflation Caps/Pricing Protection		
Price Concessions		
Performance-based Incentives		
Data Fees		
Volume-based Incentives		
Other		

7. If "Other" in the above table, please describe. If no "Other", please enter NA.

Respond: [Text]

8. Please provide the expected total rebate dollar amount the State will receive during the three-year term of the contract. Provide estimated rebate amount for Biosimilars, LDD, and any ancillary claims in the "All Other" bucket.

Estimated Rebate Amounts	Year 1	Year 2	Year 3	Total
Standard Brands filled at Retail				
Standard Brands filled at Mail				
Standard Brands filled at Specialty				
Specialty Brands filled at Retail				
Specialty Brands filled at Mail				
Specialty Brands filled at Specialty				
All Other at Retail				
All Other at Mail				
All Other at Specialty				

9. Please complete table below:

Guaranteed Minimum Rebates	Year 1	Year 2	Year 3
Retail per brand claim			
Mail per brand claim			
Specialty Drugs at Specialty/Mail per brand claim			
Specialty Drugs at Retail per brand claim			

10. Please provide any comments on your entries in the above table:

Respond: [Text]

11.6 Medicare Part- D (EGWP) - Included Services

Please indicate items that are included/excluded in your EGWP bid. If not included, provide the actual cost associated with the service per occurrence and an estimated annual expense, as well as an estimated ROI for each program.

1. Please complete the table below:

Services (Eligibility)	Please indicate Included or Excluded	Additional Cost	Comment
Administration of eligibility submitted in a Bidder/PBM-standard digital format.			
Eligibility maintenance.			
Hard copy eligibility submission.			

2. Please list any eligibility services that aren't included in the bid below and provide cost.

Respond: [Text]

3. Please complete table below:

Services (Support)	Please indicate Included or Excluded	Additional Cost	Comment
The State is allowed access to PBM's systems to support coverage, eligibility & authorization activities.			
Connectivity charges to customer and provider support system.			

4. Please list any support services that aren't included in the bid below and provide cost.

Respond: [Text]

5. Please complete table below:

Services (Claim Adjudication)	Please indicate Included or Excluded	Additional Cost	Comment
Administration of PBM standard plan designs including tiered (3 and greater) co-payments, coinsurance, maximum limits, out-of-pocket limits, and deductibles.			
In-network claims adjudication via on-line claims adjudication system.			
Direct reimbursement/out-of-network claims adjudication (including check and EOB)			
On-line claims history retention more than 12 months.			
Transfer of claims to medical carrier and consultants.			
Compound Claim Adjudication			
Vaccine Claim Adjudication			

6. Please list any claim adjudication services that aren't included in the bid below and provide cost.

Respond: [Text]

7. Please complete table below:

Services (Retail Pharmacy Network)	Please indicate Included or Excluded	Additional Cost	Comment
Establish, maintain, credential and contract an adequate panel of participating network pharmacies.			
Develop & distribute communication materials to participating pharmacies regarding the program.			
Toll-free access to Help Desk for eligibility/claims processing assistance.			
Toll-free access to PBM pharmacists to obtain DUR assistance.			
Monitor network pharmacy performance and compliance, including generic substitution rates, formulary program conformance, and DUR intervention conformance through retail network management initiatives and reporting.			
Standard pharmacy audit program (including desktop, member survey, and onsite pharmacy audits).			
Enhanced audit program (please describe).			

8. Please list any retail pharmacy network services that aren't included in the bid below and provide cost.

Respond: [Text]

9. Please complete table below:

Services (Clinical Programs)	Please indicate Included or Excluded	Additional Cost	Comment
Point of Sale Edits.			
Dose/Quantity Duration Edits.			
Step Therapy Edits.			
Dispensing Quantity Edits.			
Physician prescribing summaries.			
High utilization management.			
Patient-specific notifications to physicians regarding drug therapy problems (i.e. non-compliance, early discontinuation, suboptimal therapy) based on integrated prescription, medical, and laboratory data.			

10. Please list any clinical program services that aren't included in the bid below and provide cost.

Respond: [Text]

11. Please complete table below:

Services (Reviews and Appeals Management)	Please indicate Included or Excluded	Additional Cost	Comment
Prior Authorization - Clinical			
Prior Authorization - Administrative			
First Level Appeals			
Higher Level Appeals			
Clinical - conditions of coverage reported by physician			

12. Please list any review and appeal management services that aren't included in the bid below and provide cost.

Respond: [Text]

13. Please complete table below:

Services (Reporting)	Please indicate Included or Excluded	Additional Cost	Comment
Standard management reports.			
Daily or weekly claims detail file (sent to the State and/or consultants).			
Quarterly or annual claims detail electronic file (sent to the State and/or consultants).			
Web-based online, decision support tool allowing the State access to reports and ad hoc query capabilities.			
Additional ad hoc/custom report production, reprogramming and testing of non-standard requirements for the State.			
Up to 10 programming hours to support specialized reporting or benefit design.			

14. Please list any reporting services that aren't included in the bid below and provide cost.

Respond: [Text]

15. Please complete table below:

Services (Member Services)	Please indicate Included or Excluded	Additional Cost	Comment
Toll-free telephone access to customer service for the program for use by plan members, benefits personnel, and physicians.			
Toll-free telephone access to voice response unit for location of network pharmacies in zip code area.			
24-hour access to a Bidder pharmacist via toll-free telephone service.			
Bidder enrollment package for new members, including announcement letter, descriptive brochure, & mail-service envelope.			
Distribution of customized materials, except as described elsewhere.			
Optional Explanation of Benefits (EOB) to describing the application of deductibles and coinsurance.			
Customized, targeted member mailings for supporting formulary initiatives.			

16. Please list any member services that aren't included in the bid below and provide cost.

Respond: [Text]

17. Please complete table below:

Services (Bidder Website)	Please indicate Included or Excluded	Additional Cost	Comment
Standard member website capabilities including online prescription ordering and status, coverage and benefit information, health information, and assessment resources.			
Online drug cost comparison tool including formulary status and average cost per prescription.			

18. Please list any Bidder website services that aren't included in the bid below and provide cost.

Respond: [Text]

19. Please complete table below:

Services (Account Management)	Please indicate Included or Excluded	Additional Cost	Comment
The State's clinical and plan consulting, analysis and cost projections.			
Annual analysis of program utilization and impact of plan design and managed care interventions.			

20. Please list any account management services that aren't included in the bid below and provide cost.

Respond: [Text]

21. Please complete table below:

Services (Mail Pharmacy Services)	Please indicate Included or Excluded	Additional Cost	Comment
Processing of prescriptions received via Internet, fax, phone or mail.			
Refill orders received by phone or Internet 24 hours a day, 7 days a week.			
Handling and postage expense of home delivery prescriptions.			
Expedited delivery.			
Braille prescription labels for visually impaired.			
Communication/educational materials included in medication packages including benefit summary statement, drug information leaflet, mail-service envelope, and refill forms (as needed).			
General communications regarding utilization of home delivery including brochures, table tent cards, posters, content for general e-mail messaging to members, newsletter content.			

22. Please list any Mail pharmacy services that aren't included in the bid below and provide cost.

Respond: [Text]

23. Please list any services not included in the Medicare Part-D EGWP administration fee and the associated cost.

Respond: [Text]

SECTION 11.7: REQUIRED ATTACHMENTS- FINANCIAL

[Commercial Repricing File.xlsx](#)

[EGWP Repricing File.xlsx](#)

1. Please attach completed repricing files (example in section overview). Fill in the yellow fields for proper evaluation. Failure to re-price the claims file or failure to price the file per the instructions may result in disqualification from the bidding process for both Commercial and EGWP.
Respond: [File Attachment] (Comment Allowed)
2. Please provide an electronic file of current Specialty Drug list, with drug-by-drug pricing, at the NDC or GPI level at exclusive specialty, open specialty and retail specialty and any other conditions. Please identify and indicate LDD Drugs on this list.
Respond: [File Attachment] (Comment Allowed)
3. MAC List Attachment. Please provide an electronic file of current MAC list, with pricing, at the GCN, GCN sequence number, or GPI level. Note whether same MAC pricing will be used for retail and mail-service prescriptions.
Respond: [File Attachment] (Comment Allowed)
4. Please provide your supplemental fee document, which includes a list and associated pricing for any and all clinical & utilization management programs.
Respond: [File Attachment] (Comment Allowed)

SECTION 12: PERFORMANCE GUARANTEES AND MONITORING AT RISK AMOUNT (3 POINTS)

1. For Commercial only, please provide total (\$) amount at risk for all Implementation Performance Guarantees (one-time only unless a major system upgrade occurs). The State requires a minimum of \$150,000. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)
2. For Commercial only, please provide total (\$) amount at risk per year for all Ongoing Performance Guarantees (ongoing amount at risk). The State requires a minimum of \$150,000 per year. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)
3. For Commercial only, please provide total (\$) amount at risk per year for all Monitoring Performance Guarantees (ongoing amount at risk). The State requires a minimum of \$150,000 per year. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)
4. For EGWP only, please provide total (\$) amount at risk for all Implementation Performance Guarantees (one-time only unless a major system upgrade occurs). The State requires a minimum of \$150,000. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)
5. For EGWP only, please provide total (\$) amount at risk per year for all Ongoing Performance Guarantees (ongoing amount at risk). The State requires a minimum of \$150,000 per year. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)
6. For EGWP only, please provide total (\$) amount at risk per year for all Monitoring Performance Guarantees (ongoing amount at risk). The State requires a minimum of \$150,000 per year. Vendors are encouraged to provide Performance guarantees exceeding the minimum.
Respond: [Number] (Comment Allowed)

SECTION 13: APPENDIX A - REQUIRED ATTACHMENTS

This section is not scored, however the information contained herein may be considered in the development of financial scoring.

[FORMULARY LIST BY NDC.docx](#)

[MONITORING DATA LAYOUT FIELDS.xlsx](#)

1. Please provide an electronic file of the proposed formulary list at the NDC level including NDC11, Drug Name, and Tier.
Respond: [File Attachment] (Comment Allowed)
2. Please provide an electronic file listing all excluded drugs at the NDC level, provide drug name, NDC-11, and alternative product.
Respond: [File Attachment] (Comment Allowed)
3. Does your organization exclude "Low Value" drugs? If so- please attach a "Low Value" drug exclusion list.
Respond: [File Attachment] (Comment Allowed)
4. Please provide an electronic file listing all Biosimilar products at the NDC level, provide drug name, NDC-11.
Respond: [File Attachment] (Comment Allowed)
5. Please provide an electronic file listing all Limited Distribution (LDD) products at the NDC level, provide drug name, NDC-11.
Respond: [File Attachment] (Comment Allowed)
6. Please provide a listing of all NABP/NPI/NCPDP ID's included in your Retail 30 Network.
Respond: [File Attachment] (Comment Allowed)
7. Please provide a listing of all NABP/NPI/NCPDP ID's included in your Specialty Network.
Respond: [File Attachment] (Comment Allowed)
8. Please provide a listing of all NABP/NPI/NCPDP ID's included in your Mail Order Network.
Respond: [File Attachment] (Comment Allowed)
9. Monitoring Layout- Please provide your proposed data extract layout specification. Note: Bidder is advised to review attached 'MONITORING DATA LAYOUT FIELDS.xlsx' document.
Respond: [File Attachment] (Comment Allowed)
10. For Commercial, provide an implementation plan supporting the 4-month implementation.
Respond: [File Attachment] (Comment Allowed)
11. For EGWP, provide an implementation plan supporting the 4-month implementation, including but not limited to, all CMS required procedures/communications.
Respond: [File Attachment] (Comment Allowed)

SECTION 14: BIDDER INQUIRIES

1. All Bidder Inquiries and their responses will be posted below.

Date	Description	Reference Question	Comments

SECTION 15: POSTING (AFTER ROUND CLOSE)