



625 Main Street, Suite 20 | Windermere, FL 34786  
[www.ARMSRx.com](http://www.ARMSRx.com)

# Request for Proposal for Pharmacy Benefit Management Services



citycounty insurance services

RFP Release Date: 11/11/2022  
RFP Due Date: 12/09/2022  
Effective Date: 01/01/2024

## TABLE OF CONTENTS

INVITATION .....	3
RFP CONTACTS .....	3
RFP DELIVERY .....	3
LETTER OF INTENT TO BID/ACKNOWLEDGEMENT.....	3
COMPANY BACKGROUND .....	3
CIS PHARMACY CLAIM STATISTICS .....	5
CIS PLAN DESIGNS .....	6
GENERAL EXPECTATIONS .....	7
SCOPE .....	8
EVALUATION CRITERIA .....	8
GENERAL INSTRUCTIONS .....	9
A. ORAL COMMUNICATIONS .....	9
B. CHANGES TO RFP .....	9
C. EXCEPTIONS / DEVIATIONS .....	9
D. AUTHORIZATION TO DO BUSINESS .....	9
E. PRE-CONTRACTUAL EXPENSES.....	9
F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS.....	10
G. DISPOSITION OF PROPOSALS .....	10
H. IMMATERIAL DEFECTS IN PROPOSAL.....	10
I. WRITTEN AGREEMENT .....	10
J. TERM OF CONTRACT .....	10
K. NEWS RELEASES .....	11
CIS CONTRACT CONSIDERATIONS .....	11
RFP TIMELINE .....	15
MANDATORY REQUIREMENTS .....	16
ATTACHMENTS TO INCLUDE .....	20
GENERAL INFORMATION.....	21
ACCOUNT MANAGEMENT.....	21
IMPLEMENTATION .....	22
PHARMACY NETWORKS .....	23
SPECIALTY PHARMACY .....	23
MAIL ORDER .....	24
CLAIMS ADJUDICATION.....	25
PRICING .....	26
MEMBER CALL CENTER .....	26
PHARMACY HELP DESK.....	27
MEMBER AND PHYSICIAN ON-LINE SYSTEM CAPABILITIES.....	27
DATA AND REPORTING.....	28
FORMULARY AND REBATES.....	29
ELIGIBILITY .....	30

AUDITS.....	31
CLINICAL PROGRAMS .....	31
PERFORMANCE GUARANTEES.....	32
REFERENCES .....	33
PRICING INSTRUCTIONS .....	34
PRICING TEMPLATE .....	37
SPECIALTY PHARMACY PRICING .....	41
REBATES .....	42
GENERIC EXCLUSIVITY .....	43
ADDITIONAL SERVICES .....	44
CREDITS/ALLOWANCES .....	45

**INVITATION**

ARMSRx Pharmacy Benefit Consultants, on behalf of CIS, is requesting proposals from qualified providers to provide Pharmacy Benefit Management services as a self-funded client on behalf of their members. CIS requires an experienced Pharmacy Benefit Manager to administer a range of PBM services as described in the Company Background and Overview sections of this RFP.

**RFP CONTACTS**

**ARMSRx Pharmacy Benefit Consultants**

625 Main Street, Suite 20 | Windermere, FL 34786 | [www.ARMSRx.com](http://www.ARMSRx.com)

Please submit Letter of Intent to Bid, questions, and RFP response to:

Wende Ward - [Wende@ARMSRx.com](mailto:Wende@ARMSRx.com); Office: (513) 313-7756  
 Gary Homar – [Gary@ARMSRx.com](mailto:Gary@ARMSRx.com); Office: (636) 515-6050

**RFP DELIVERY**

Please submit RFPs electronically to ARMSRx. Upon receipt of Intent to Bid, ARMSRx will provide each qualifying bidder a secure folder to deliver complete electronic versions of their RFP response.

**LETTER OF INTENT TO BID/ACKNOWLEDGEMENT**

Please complete the Letter of Intent to Bid/Acknowledgement included herein stating your intention to bid on the CIS Request for Proposal to [Wende@ARMSRx.com](mailto:Wende@ARMSRx.com) and [Gary@ARMSRx.com](mailto:Gary@ARMSRx.com) by November 23, 2022.

**COMPANY BACKGROUND**

CIS is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its

parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS member-employers.

A component of CIS is its employee benefits program, which is called CIS Benefits. Approximately 270 public Member Employers offer some combination of medical, dental, vision, life, voluntary life or disability coverage. These Member Employers range in size from one employee to over 600 employees and many are subject to collective bargaining. In addition to insurance products, CIS Benefits offers its members an extensive health risk management/wellness program, sponsored flexible spending account/pretax programs, COBRA and retiree administration, and related services. All premium contributions made by employers/employees become part of either the city or county trust and are used exclusively for the provision of benefits.

Currently, CIS offers a Kaiser health plan option and a Regence health plan option. This RFP applies to membership enrolled in the CIS Regence BlueCross BlueShield of Oregon ("Regence") health plan. CIS currently offers several benefit plan designs, please see copay table below. Pharmacy benefit management services are administered by Express Scripts.

**CIS PHARMACY CLAIM STATISTICS**

<b>CIS Pharmacy Spend Information</b>				
<b>For the Period: January 1, 2022 – October 31, 2022</b>				
	<b>Claim Count</b>	<b>Days' Supply</b>	<b>Member Spend</b>	<b>Total Plan Spend</b>
Retail Brand 1-83 Day Supply	13,672	341,140	\$182,849	\$4,290,461
Retail Brand 84+ Day Supply	1,358	153,571	\$21,636	\$1,411,339
Retail Generic 1-83 Day Supply	96,799	2,705,124	\$494,256	\$1,631,864
Retail Generic 84+ Day Supply	18,986	2,032,867	\$132,072	\$607,226
Mail Order Brand	3,138	207,469	\$43,274	\$2,429,593
Mail Order Generic	17,751	1,438,194	\$157,886	\$624,009
Specialty Brand	1,722	55,177	\$2,971,234	\$9,746,518
Specialty Generic	730	23,035	\$75,110	\$508,705
Number of Employees	<b>8,256</b>			
Number of Members	<b>20,793</b>			

**CIS PLAN DESIGNS**

<b>CIS Flat Dollar Copay Plans</b>	<b>Current Benefits</b>		
<b>Copay Plan A, B, C and D</b>	<b>Generic</b>	<b>Preferred</b>	<b>Non-Preferred</b>
<b>Retail</b>	\$5.00	\$25.00	\$50.00
<b>Retail 90</b>	\$10.00	\$50.00	\$100.00
<b>Mail</b>	\$10.00	\$50.00	\$100.00
<b>Specialty 30</b>	\$5.00	\$25.00	\$50.00

<b>Copay Plan E, F, G and H</b>	<b>Generic</b>	<b>Preferred</b>	<b>Non-Preferred</b>
<b>Retail</b>	\$10.00	\$40.00	\$100.00
<b>Retail 90</b>	\$20.00	\$80.00	\$200.00
<b>Mail</b>	\$20.00	\$80.00	\$200.00
<b>Specialty 30</b>	\$50.00	\$100.00	\$200.00

<b>Copay Plan Ashland*</b>	<b>Generic</b>	<b>Preferred</b>	<b>Non-Preferred</b>
<b>Retail</b>	\$5.00	\$30.00	\$55.00
<b>Retail 90</b>	\$15.00	\$90.00	\$165.00
<b>Mail</b>	\$10.00	\$60.00	\$100.00
<b>Specialty 30</b>	\$5.00	\$30.00	\$55.00

\*Please note: While we are showing this Ashland plan design here as current, this plan design will be removed in 2024.

<b>CIS Coinsurance Plans</b>	<b>Current Benefits</b>		
	<b>Generic</b>	<b>Preferred</b>	<b>Non-Preferred</b>
<b>Retail</b>	20.00%	20.00%	20.00%
<b>Mail</b>	20.00%	20.00%	20.00%
<b>Specialty 30</b>	20.00%	20.00%	20.00%

## **GENERAL EXPECTATIONS**

A primary area of focus will be on the proposer's level of support and flexibility to align with CIS objectives for their pharmacy benefit program.

Qualified proposers are vendors that have demonstrated experience in the requested services and can demonstrate their ability to provide the services described in this RFP. It is expected that a proposer will have the necessary professional staff to administer the program(s) effectively in compliance with all applicable laws, regulations, and CIS policies.

The submission of a response to this proposal will be considered a representation that:

- 1) The vendor has carefully vetted all conditions which affect or may affect, at some future date, the performance of services covered by the proposal;
- 2) The vendor is fully informed concerning the conditions to be encountered and the quantity and quality of work to be performed; and
- 3) The proposer is familiar with all federal and state laws which may apply to the services provided and the persons employed to complete the services.

It is expected the rates and rebates improve with the market over time through annual market checks and contractual amendments.

Transparency in pricing and rebates is preferred and will score higher within the evaluation process.

CIS expects a sound service recovery plan for members and Human Resources staff. Timely and effective identification and resolution of issues is important and expected. Vendors should incorporate specific and meaningful Performance Guarantees to support implementation, turnaround times for client inquiries and ongoing services levels.

Furthermore, CIS expects Performance Guarantees which truly highlight and support your offer. The expectation is exceptional service at the Account Management level, for the Membership, and staff. We advise you to address all operational areas with a specific focus on staffing and service recovery. Also, performance guarantees should be client specific, applicable to CIS, and based on the CIS individual experience.

ARMSRx will perform all financial analyses. Pharmacy data will be provided for your review and evaluation of the CIS drug mix and utilization.

## SCOPE

CIS desires to partner with an organization to provide Pharmacy Benefit Management Services for their Prescription program. The services shall include, but are not limited to:

1. Electronic and paper claims processing and payment
2. Comprehensive and timely support of data exchange
3. Pharmacy network contracting and management
4. Rebate contracting and administration
5. Clinical support, including ability to support custom formulary and alternative clinical programs
6. Standard and customized Step Therapy, Quantity Level Limits, Prior Authorization programs
7. Standard and Ad Hoc monthly and quarterly reports
8. Web-based reporting and operations tools
9. Benefit design and implementation services
10. Eligibility administration
11. Member ID Cards
12. Dedicated Account and Clinical management team with executive level sponsorship
13. Toll free customer service; toll free pharmacy help desk; robust member portal
14. On-line Coordination of Benefits
15. Pharmacy Audit and FWA (Fraud, Waste and Abuse) programs
16. Specialty patient assistance programs

## EVALUATION CRITERIA

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS, though CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of CIS' requirements
- Ability to agree to the critical definitions provided in the RFP.
- Cost Schedule
- Qualifications; including delivering lower cost through clinical programs, exceptional account management services, actionable reporting, exceptionable member and pharmacy call center and communications
- Experience, particularly with similar projects
- Account Management and Implementation Staffing & Project Management
- Project Management and implementation of historical claims and clinical programs throughout the course of the contract
- Audit rights
- References
- Miscellaneous, including exceptions/deviations



## **GENERAL INSTRUCTIONS**

### **A. ORAL COMMUNICATIONS**

Any oral communication by CIS' contact person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

### **B. CHANGES TO RFP**

ARMSRx and CIS reserve the right to modify the requirements of this RFP.

If it is necessary to make material changes to the RFP, CIS will issue a written RFP addendum. This includes responses to written questions received by the specified deadline. All such addenda issued shall become part of the RFP.

ARMSRx will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website ([www.cisoregon.org/about/rfs](http://www.cisoregon.org/about/rfs)). Recipients of record are those parties to whom ARMSRx directly sent a copy of the RFP.

It is the responsibility of each proposer to ensure they have all addenda ARMSRx has issued. This may be done by going to the website listed above prior to the proposal submittal deadline.

### **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the deviation sections in the questionnaire.

### **D. AUTHORIZATION TO DO BUSINESS**

The Proposer must be authorized to do business in the State of Oregon and in the local jurisdiction in which it is located or where the work will be performed.

### **E. PRE-CONTRACTUAL EXPENSES**

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

**F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending ARMSRx a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by ARMSRx and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for **ninety (90)** days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

**G. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of CIS, except for information identified by the Proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

**H. IMMATERIAL DEFECTS IN PROPOSAL**

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

**I. WRITTEN AGREEMENT**

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the Proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in Section L below and any terms or conditions added by addendum.

It is anticipated that the Proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

**J. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be **on or about January 1, 2024**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

## K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

## CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFP should be aware of in considering and preparing responses.

### MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. The governing laws and venue for any disputes arising out of the contractual relationship shall be Oregon. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS' Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. **Workers' Compensation** insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. **Comprehensive General Liability** insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. **Automobile Liability** insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. **Notice of Cancellation or Change**. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.
- e. **Certificates of Insurance**. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

**OTHER CONTRACT CONSIDERATIONS:**

1. **Limitations on Liability and Warranties**. Responses to RFPs should include a description of any limitations on liability to either CIS or purported third party liability limitations the Proposer would seek to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. **Termination**. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. **This contract may be terminated at any time by mutual written consent of the Parties.**
  - b. **CIS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days' written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.**
  - c. **CIS may terminate this contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 30 calendar days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.**
  - d. **Contractor may terminate this contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.**

3. Dispute Resolution. CIS disfavors mandatory arbitration provisions. Our position is that alternative dispute resolution is acceptable, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we will not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.

**LETTER OF INTENT TO BID/ACKNOWLEDGEMENT**

Date

Wende Ward  
SVP Strategy/Development  
ARMSRx  
625 Main Street, Suite 20  
Windermere, FL 34786  
Wende@ARMSRx.com

Re: RFP for Pharmacy Benefit Management Services for CIS

Dear Ms. Ward,

We submit this Letter of Intent to notify ARMSRx of [name of your organization]'s intent to submit a proposal for the Pharmacy Benefit Management Request for Proposal on behalf of CIS.

We have reviewed the Mandatory Requirements, questionnaire, and other contents of the RFP and are:

- able to meet the requirements of this Request for Proposal, or
- unable to meet the requirements of this Request for Proposal.

Our primary point of contact for this RFP is:

Company Name:  
Contact Name/Title:  
Mailing Address:  
Phone Number:  
Email:

Sincerely,

Your Name  
Your Title

Signature of Representative:

Date:

\* If declining to bid, please state reason(s) why:

## RFP TIMELINE

Activity	Target Dates*
RFP and Intent to Bid distributed to vendors via email	November 11, 2022
Intent to Bid due ARMSRx	November 23, 2022
ARMSRx provides data via secure FTP login upon receipt of Intent to Bid	As received
<b>Q&amp;A Period (e-mail questions, responses provided to all bidders); all questions submitted to ARMSRx.</b>	<b>November 11 - 28, 2022</b>
<b>RFP Pricing and General Questionnaire responses due to ARMSRx</b>	<b>December 12, 2022 (By 5:00 pm ET)</b>
ARMSRx to present Report of Findings and Analytics to CIS	By January 13, 2023
<b>Notification of Finalist(s)</b>	<b>By January 20, 2023</b>
Finalist Presentations and Demonstrations	<b>Week of February 6, 2023</b>
Preferred PBM Notification	<b>By March 1, 2023</b>
<b>Detailed Agreement for Negotiation</b>	<b>By March 1, 2023</b>
<b>PBM Contract Negotiation</b>	Complete by May 31, 2023
Implementation Period  Note: Finalized Open Enrollment Materials needed by September 1, 2023 for Open Enrollment in October	March – December 2023
<b>PBM Effective Date</b>	<b>January 1, 2024</b>

\* Dates are subject to change.

## MANDATORY REQUIREMENTS

These requirements are outlined to establish and maintain a successful business relationship. These are a key aspect of the overall criteria and evaluation. *Please confirm that your firm can comply with these Mandatory Requirements by indicating “Yes” or “No” in the right column.* If you cannot meet a Mandatory Requirement, please explain in detail.

MANDATORY REQUIREMENTS	AGREE/DEVIATE	ADDITIONAL INFORMATION IF DEVIATING
Bidders agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal.		
Specialty, Limited and Exclusive Distribution Drug, and Biosimilar Pricing Lists (NDC-11 level discount schedule in Excel) is provided within the RFP process including both Open and Exclusive discounts.		
PBM will provide a detailed CIS-specific contract <i>incorporating all agreed upon provisions within this RFP</i> within ten (10) calendar days of contract award.		
Confirm that if your firm is awarded this contract that your firm’s Legal Department will respond to each request within five business days with a working document or detailed response to contract language change requests.		
Your organization will load all current Prior Authorizations, open mail order refills, open specialty refills, one-year claim history and accumulator files that exist for current members from the incumbent PBM at no additional charge.		
Your organization will be able to successfully implement this plan given at least a 150-day implementation timeline.		
All determinations of drug coverage or exclusions are the sole discretion of CIS and failure to comply with annual coverage changes/ exclusions recommended by your organization shall not result in financial penalties nor provide the right to amend pricing.		
Your organization agrees to provide a Traditional pricing option and a transparent, Pass-Through pricing option; CIS will choose their preferred pricing arrangement.		
Your organization agrees to provide an <i>all-in generics</i> offer related to the financial guarantees. See the Pricing and Guarantees sections for more information.		



MANDATORY REQUIREMENTS	AGREE/DEVIATE	ADDITIONAL INFORMATION IF DEVIATING
Your organization agrees to provide a three-year pricing proposal with improvements for the years 2025 and 2026 with annual market checks available each calendar year.		
Your organization will allow the client or their designated consultant to conduct annual market assessments during the contract term to determine the continued competitiveness of pricing and associated financial guarantees. In the event the client determines that current pricing is less favorable than available in the competitive market, your organization agrees to enter into good faith negotiations to reach agreement on market-competitive revisions to the program pricing terms. If, after ninety (90) days, the parties have been unable to reach agreement on an equitable modification term, then the client may terminate the contract with thirty (30) day notification.		
Any costs incurred by bidders in preparing and submitting responses to this RFP are the sole responsibility of the bidder.		
Confirm documentation and NDC-11 level rebate reporting will be provided at the time rebate payments are received. Additionally, confirm that any other payments that CIS receives, documentation will be provided at the time payment is received.		
Confirm CIS will have the ability to terminate the contract at any time without cause, with a 30-day notice.		
Bidders must agree that should the financial arrangements be required to change as a result of government action that the resulting financial impact be cost neutral to both parties.		
All responses must be provided in a working format (i.e. MS Word, MS Excel) and NOT a locked format document (i.e. PDF).		
RFP responses and any BAFO negotiation will become part of the contract between CIS and the selected vendor.		
Bidders agree not to contact CIS directly during this RFP process as this will result in immediate disqualification.		

CONTRACT REQUIREMENTS	AGREE/DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
<p><b>1. Contract Requirement</b></p> <p><u>Indemnity Provision.</u> There shall be no provision requiring CIS to indemnify contractor for contractor’s acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:</p> <p><b>Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.</b></p>		
<p><b>2. Contract Requirement</b></p> <p><u>Independent Contractor Status.</u> The following shall be included in CIS contracts:</p> <p><b>Contractor shall perform the required services as an independent contractor and not as an “officer, employee, or agent” of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor’s performance.</b></p>		
<p><b>3. Contract Requirement</b></p> <p><u>Governing Law and Venue.</u> CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:</p> <p><b>This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.</b></p>		

<p><b>4. Contract Requirement</b></p> <p><u>Insurance.</u> Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:</p> <p><b>During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:</b></p> <p><b><u>Workers' Compensation</u> insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".</b></p> <p><b><u>Comprehensive General Liability</u> insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.</b></p> <p><b><u>Automobile Liability</u> insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.</b></p> <p><b><u>Notice of Cancellation or Change.</u> There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.</b></p> <p><b><u>Certificates of Insurance.</u> As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.</b></p>		
<p><b>5. OTHER CONTRACT CONSIDERATIONS:</b></p> <p><u>Limitations on Liability and Warranties.</u> Responses to RFPs should include a description of any limitations on liability to either CIS or purported third party liability limitations the Proposer would seek to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.</p>		
<p><b>6. OTHER CONTRACT CONSIDERATIONS:</b></p> <p><u>Termination.</u> While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:</p>		

<p>A. This contract may be terminated at any time by mutual written consent of the Parties.</p> <p>B. CIS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days' written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.</p> <p>C. CIS may terminate this contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 30 calendar days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.</p> <p>D. Contractor may terminate this contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.</p>		
<p><b>7. OTHER CONTRACT CONSIDERATIONS:</b></p> <p><u>Dispute Resolution.</u> CIS disfavors mandatory arbitration provisions. Our position is that alternative dispute resolution is acceptable, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we will not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.</p>		

**ATTACHMENTS TO INCLUDE**

1. Include a cover letter to the RFP Primary contact. At a minimum, the cover letter must contain the following:
  - Identification of the Proposer, including business name, address and telephone number.
  - Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation.
  - Acknowledgment of RFP addenda received, if any.
  - A statement that the proposal shall remain valid for a period of not fewer than **ninety (90)** days from the due date for proposals.
  - Any exceptions to any specified criteria in this RFP.
  - **Identification of any information contained in the proposal which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.**

2. Signature of a person authorized to bind the offering firm to the terms of the proposal.
3. Mandatory Requirements
4. Specialty, Limited and Exclusive Distribution Drug, and Biosimilar pricing lists with discounts at the specific NDC-11 level in Excel, please include both Open and Exclusive discounts
5. Assigned Account team bios, including Implementation Project Manager, Account Manager and Clinical Account Manager.
6. Customized implementation plan
7. Member Portal Overview (if necessary, as attachment, prefer logon to demonstration web site)
8. Client Portal Overview (if necessary, as attachment, prefer logon to demonstration web site)
9. Sample Reports
  - Claims Utilization Reports available on-line
  - Clinical program reporting and savings
  - Financial reports that will be sent to CIS including invoices
  - Rebate Reports that will be sent to CIS
  - Specialty Patient Assistance Program Reports
10. Implementation Performance Guarantees
11. Copy of the formularies proposed
12. Information on your Copay Optimization/Variable Copay Type Programs
13. Network disruption including number of pharmacies, members and Rxs impacted
14. Formulary disruption including number of members and Rxs impacted

## **GENERAL INFORMATION**

1. Provide an Executive Summary that describes how your organization can best support CIS.
2. State your company's name and primary contact information for this proposal.
3. Describe your company's structure including ownership and corporation type.
4. Describe your annual sales and number of covered lives. Provide your breakdown of covered lives by industry segment (Commercial, Medicare Part D, Medicaid)
5. For any services that your organization currently subcontracts, or intends to subcontract for future business delivery, provide the following.
  - a. Name of Subcontractor
  - b. Location(s)
  - c. Contract Period
  - d. Description of Services Provided
  - e. Description of Certification/Compliance required for services provided (if applicable) including URAC, NCQA and VIPPS.
6. Describe your disaster contingency plan; if services are subcontracted out include their disaster plan.
7. Confirm all systems are fully HIPAA compliant.

## **ACCOUNT MANAGEMENT**

1. Provide the location and biographies for the Account and Clinical Management team for CIS; include all direct and indirect teams that will be supporting CIS. Include an organization chart.

2. Please describe the account and clinical team's experience working with municipalities.
3. Confirm that CIS will have direct, dedicated staff for continuity of knowledge and history to expedite and support the needs of CIS.
4. How many times will the account team meet annually with CIS?
5. What performance guarantees are you offering regarding account management support?
6. How is the Account Management team involved in the implementation process?
7. What is the turnover rate of your Account Managers? How much lead time will you provide if the account team is changed?
8. Please describe your issue resolution process. Please include identification/documentation of an issue, channels and process for investigation, improvement or problem elimination process, and corrective and preventative action with resolution and closure back to the client. Please translate your response into your Performance Guarantee offer.
9. Can CIS and their consulting team have system access to a test environment populated with CIS claim data to QA and test plan design changes prior to changes becoming effective in the system?
10. Please describe how you support your clients relative to federal and state level legislative changes

## **IMPLEMENTATION**

1. Please describe the amount and basis for the implementation credit being offered to CIS (e.g. \$###.## per member) and describe in detail what qualifies for reimbursement . Please describe the process for CIS to submit for reimbursement and receive the implementation credit.
2. Confirm that a specific, dedicated team will be assigned to CIS for the duration of their implementation.
3. Describe the implementation process, *including required tasks for the CIS team*.
4. What performance guarantees are you willing to offer? Include PGs regarding eligibility, benefit plan design accuracy, claims accuracy, formulary accuracy, ID cards, web portal availability, account management and call center training.
5. Describe the testing methodology used to ensure accuracy prior to go-live.
6. Describe the processes in place to support January 1, 2024, go live; for example, staffing available for 1/1 effective clients, resources on site at midnight December 31, describe your command center staffing and availability, how are power status updates delivered and how often, implementation Team Check-in/touch base.
7. Confirm you will load current prior authorizations, open mail order refills, open specialty fills (if necessary) and one-year claim history provided by the incumbent vendor into your system during the implementation process at no additional charge. Please describe the intake, data import, and testing process along with the expected target date to receive files from incumbent vendor to load for January 1, 2024 go-live date.
8. Describe your billing process including terms, payment method, and late payment penalties.

## PHARMACY NETWORKS

1. Detail how many pharmacies participate in each proposed network.
2. Please provide a brief description of the networks available.
3. Confirm your offer is based on a broad, national network.
4. How often are network contracts renegotiated?
5. Do you offer a retail 90 network? How many pharmacies participate in the network? Are any chains excluded? Indicate extent of retail 90 availability for each of the proposed networks.
6. Describe the process to credential pharmacies.
7. Describe the process to audit network pharmacies.
8. What fraud monitoring programs are in place for contracted network pharmacy dispensing and billing?
9. Regarding the retail and mail order MAC lists:
  - a. How often are the retail and mail order MAC lists updated?
  - b. Will a separate MAC list be used for Mail Order claims? If no, please provide a description of the list, how and when it is updated, etc.
  - c. How many unique GCNs or GPIs are on the MAC list?
  - d. What percentage of generic products available is covered by your MAC list?
10. Do you allow the adjudication of repackaged NDCs?
11. Does your system fully employ NCPDP D.0 adjudication standards? If no, please describe your deviation.
12. Describe your methodology for pricing compound claims, including any applicable administrative or dispensing fees.

## SPECIALTY PHARMACY

1. What is your definition of a specialty drug? Do not include a dollar threshold in the definition.
2. Describe the criteria used in developing your specialty drug list, and how often the list is updated.
3. Provide, as an attachment, a list of all specialty medications (including LDD, Exclusive Distribution, and Biosimilars) at the NDC-11 level in Excel with associated discounts and dispensing fees. If days' supply has impact or differentiates discounts, please outline clearly. This is a mandatory requirement necessary to assess the specialty offering.
4. What is your default pricing for any new drugs being added to the specialty drug list? Include the AWP discount and any fees that will apply. If days supply has impact or differentiates discounts, please outline clearly.
5. Provide an overview of the key specialty drug benefit management programs that differentiate your programs from your competitors.
6. Describe the Specialty Pharmacy facility which will service CIS, including the location(s), hours of operation, volume, and capacity, number of employees.

7. Please describe your specialty patient management programs, your firm's ability and results with medication adherence, patient education, patient outreach, etc.
8. Do you provide members with patient education, counseling and monitoring? If so, describe these components of your program. Does your program have 24-hour access to a clinician for plan members?
9. Describe the ancillary services and supplies offered, including care management programs, special packaging and supplies provided and associated charges.
10. Describe your member benefit support services, including providing access to financial assistance programs for members.
11. Do you have a standard minimum days' supply for specialty? Can the client determine days' supply of specialty drugs? Will you share your rationale with the client? Please outline drugs that standardly exceed a thirty days supply.
12. Outline cost control mechanisms/strategies for specialty drugs that exist today and in the near future including inflation protection, or formularies that do not employ rebates. Please outline pricing and provide sample reporting and ROI.
13. Describe your communication plan with the prescriber, patient and medical plan including your ability to work with others to improve member outcomes.
14. Describe the standard reports available to CIS including patient education, counseling, compliance, interventions, and patient outcomes. Provide examples.
15. Describe your oncology drug and patient management program and approach.
16. Describe your quality control process for handling, packaging, temperature control, shipping and delivery of specialty drugs, as well as policy, procedures and protocols that ensure specialty drugs are received by the member in good condition.
17. Do you offer specialty pharmacy reinsurance?
18. Describe your capabilities in managing specialty dispensing and members under the medical benefit.
19. Do you provide or aggregate rebates for specialty drugs under the medical benefit? Please describe this program. Please outline requirements for data elements, formats, timeframes, etc. for medical claims data to claim the rebate? Are there fees associated with this service?
20. How does your specialty program integrate manufacturer patient assistance programs for specialty products into the pharmacy benefit to help manage costs for patients and the plan?
21. How does your specialty program manage sites of care to optimize cost effectiveness of therapy?

## **MAIL ORDER**

1. Describe your mail order services; include process and timeframe information from the receipt of the prescription, review process, fulfillment, and shipping for clean prescriptions and prescriptions requiring intervention.
2. Please confirm CIS will not get billed for patient non-payment?
3. How will your PBM assist with transferring open refills during implementation?
4. Please describe your mail order pharmacy. Provide the address(es) and hours of operation.



5. Are pharmacists available to provide patient counseling? Please outline the hours available to members.
6. What are the customer service hours of operation? Describe customer services available.
7. What is the mail order facility's total operating capacity? What level of capacity do you expect to be operating at in January 2024?
8. Describe the pricing methodology upon which the mail order rates are based. Example: AWP discount, MAC, or acquisition cost?
9. Describe the policy for split orders.
10. Describe the policy and communications to the physician and member for rejected claims.
11. Are there maximum dollar amounts allowed outstanding on patient accounts? How is this managed between the mail facility, the member and the client? Will CIS be billed at any time for outstanding Member balances?
12. Can members spread their cost share over a 3-month period for mail order drugs at your facility, if the client desires to allow this? Will CIS be billed at any time for outstanding Member balances?
13. How can your company assist members with getting their refills on the same schedule rather than filling drugs individually throughout the month?
14. What options are available for expediting shipping? Include costs.
15. How are lost, stolen, and destroyed shipments handled?
16. How does your mail facility control for temperature in shipments to members?
17. Describe the processes in place for orders that include controlled substances.
18. Confirm shipping fees and/or postage costs will not be increased if any third-party carrier increases its charges.

## **CLAIMS ADJUDICATION**

1. Confirm all claims will be adjudicated using the lesser of logic in the system and that the system will survey, at a minimum, the AWP discount vs. U & C vs. MAC (if applicable) at retail, and the lesser of AWP discount or MAC at mail and specialty.
2. Confirm members will pay the lower of U&C, MAC, copay, or discounted ingredient cost for retail, mail order, and specialty claims.
3. Confirm you will not charge a fee for reversed or rejected claims.
4. Confirm CIS will pay costs and fees only for net paid claims.
5. State any applicable dispensing or administrative fees charged for LTC, Home Infusion, Compound, VA, and ITU claims.
6. What is the source of AWP pricing?
7. Describe the frequency of AWP price updates. If daily, indicate whether prices are updated the same day or in arrears and indicate how much in arrears.
8. Explain how copayments are applied to claims and adjudicated in the system for non-formulary specialty products.
9. Can your system support integration assistance to combine and track member out-of-pocket costs/maximums and is this included in your proposed administrative fee?

10. Can your system administer coupons, copay cards, PAP programs and other manufacturer assistance? Is the system able to differentiate and allocate the funds toward Plan Spend and not attribute to Member out-of-pocket costs?
11. Please describe how long modifications to a client's benefit plan design will take to implement after client approval. We realize there are different levels of complexity, please provide examples. Please discuss changes that would require programming.
12. What are your standards and guarantees for claim adjudication accuracy?
13. Confirm your system has 99.99% uptime, not including scheduled downtime.
14. List the number of user licenses included at no cost to CIS and their designated consultant for access to the following systems: Claims adjudication (online access to claims, eligibility, authorizations, overrides, etc.) and Reporting systems.

## **PRICING**

1. CIS is requiring an all-in generics offer regarding the pricing guarantees. Confirm your Brand Guarantee Definition is the calculation of the achieved discount for guarantee purposes and shall include Single Source and Multi-Source Brand Products only. Single Source Generic drugs will not be included in the brand guarantees.
2. CIS is requiring an all-in generics offer regarding the pricing guarantees. Confirm your Generic Guarantee Definition is the calculation of the achieved discount for guarantee purposes and shall include Single Source and Multi-Source Generic Products. In addition, the generic guarantees will include any new to market generic drugs limited supply, and any generic products subject to patent litigation. Sourcing and availability will not impact whether a generic drug will be included in the generic guarantees.
3. Confirm you will offer CIS separate discount guarantees for specialty brand and generic products. Disclose the discounts in your proposal for both an open and exclusive arrangement.
4. Confirm that all guarantees will be calculated on a stand-alone category basis. Overages in one category will not be used to offset shortages in another category. Categories are Retail 1-83 days' supply, Retail 84 and greater days' supply, mail order, specialty brand, specialty generic, and rebates. In addition, rebates, pricing (AWP discounts) and dispensing fees, and performance guarantees cannot be used to offset one another.
5. Outline cost control mechanisms/strategies that exist today and in the near future including inflation protection, or formularies that do not employ rebates. Please outline pricing and provide sample reporting and ROI.
6. Confirm CIS can elect out of any DAW 5 or 9 "House Generic" programs without any financial penalty.

## **MEMBER CALL CENTER**

1. Provide the address and hours of operation of the Member Call Center(s) that will be used for CIS.
2. Confirm that all member calls and inquiries will be addressed by U.S. based staff and not transferred offshore.

3. Describe the training process the member call center staff receives prior to the go-live date. How will CIS be included in that training? How are new staff trained on CIS plan rules following turnover within the service team?
4. Please describe your service recovery plan in terms of identification/documentation of an issue, channels and process for investigation, improvement or problem elimination process, and resolution and closure back to the member. Please translate your response into your Performance Guarantee offer.
5. Provide standards for the member call center. Include: average speed of answer, abandonment rate and first call resolution.
6. Confirm CIS will be assigned to one unique toll-free number, identified to your staff as CIS, for the purposes of providing exceptional member service as well as CIS Performance Guarantee measurements.
7. Are you able to support a dedicated toll-free phone number for CIS and staffed by a dedicated team knowledgeable to the specifics of the CIS account? Calls do not need to be answered as "CIS".
8. Describe your call recording capabilities and how you use these recordings. If necessary, does the client have access to these recordings?
9. Does the client have the option to customize the incoming interactive voice response (IVR) messaging? If so, please describe the options, timeframes required for set up and limitations.
10. Provide your call center reporting details. Include a report detailing the number and types of calls received according to date and time, as well as response call dates and times, and calls abandoned.
11. Confirm you will maintain toll-free telephone "help" line staffed to assist CIS staff and prescribers with questions and issues.
12. Confirm you will maintain, during off-hours, a toll-free voice mail recording system with all messages answered within the next business day.
13. What is the turnover in your call center?
14. For a client of CIS's size, how many call center representatives will be dedicated to the CIS account?

#### **PHARMACY HELP DESK**

1. Provide the address and hours of operation of the Pharmacy Help Desk used for CIS.
2. Confirm pharmacists will have access to multi-lingual service representatives.

#### **MEMBER AND PHYSICIAN ON-LINE SYSTEM CAPABILITIES**

1. Provide a detailed overview of the Member Portal system. Please address prescription history, remaining fills, order/postpone refills, drug dictionary/educational information on prescription drugs and ideas on how to save money on their prescriptions. Include as an attachment if necessary.
2. Can CIS brand the member portal system with their company logo and colors?
3. Does the Member Portal allow CIS to provide custom messaging, i.e. plan changes, custom formulary or open enrollment information? If so, please provide examples.
4. When members view their pharmacy benefits via your on-line member portal, will the system display the integrated accumulator amounts?

5. In the member portal, confirm members will be presented with the options for:
  - a. Generic alternatives
  - b. Formulary alternatives – please address custom formulary within your response
  - c. Comparable cost for 90 days at Retail and Mail Order
  - d. Drug specific copayment information
6. Confirm that the formulary is available online in a PDF format, as well as in a searchable format.
7. Please describe mobile applications available to members and their physicians.
8. Do you support e-prescribing technology? Please describe your capabilities.
9. Does the online system support open enrollment plan design evaluation for members - a 'preview' system? Confirm you can provide a pricing tool prior to open enrollment to allow members to estimate their specific drug costs and information regarding generic/therapeutic interchange as well as most cost-effective channel? How far in advance do you need decisions for the subsequent plan year to prepare this tool for use by October?

## **DATA AND REPORTING**

1. Confirm that line-item claim data will be made available in an agreed upon format to CIS and their consultant(s), medical management vendor(s), TPA(s) and any other 3rd party on at least a monthly basis at no additional charge.
2. Confirm that you have the flexibility to provide CIS with invoicing and reporting separated by trust (city or county trust) as well as aggregate across trusts.
3. Confirm that upon termination of the relationship, you will provide willingly and expediently so as not to disrupt the members' transition, all currently provided data files to the medical management vendor(s), consultants and to the new PBM vendor in an electronic format, including the following at no additional cost to CIS.
  - a. open mail order refill files
  - b. all current prior authorizations
  - c. satisfactory claims history to support step therapy programs
  - d. open specialty medication refills
4. Describe the on-line reporting capabilities.
  - a. Provide sample reports as attachments
  - b. Provide the on-line reporting training manual as an attachment.
5. How many user licenses will be granted at no cost to CIS?
6. How often is the data updated into the reporting system?
7. How many months of data can be reported on?
8. Confirm that you will provide CIS and their consultant(s) with access to the online reporting system at no charge.
9. Describe your experience coordinating data on behalf of High Deductible Plans. Does your firm accept the TPA's real-time exchange format to complete synchronization of accumulated deductibles and out-of-pocket expense?
10. Please outline the frequency of accumulated deductible and out-of-pocket expense data synchronization available. Are there charges for this service?

11. Please describe your process for periodic reconciliation of claims to assure that the real-time exchange of deductible and out-of-pocket information is passing and accumulating accurately.
12. Please confirm you have an existing accumulator data exchange connection with CIS current carrier.
13. If not, please confirm you will establish connectivity to support data exchanges (at no additional charge to CIS).
14. Please confirm your organization will provide at no additional charge:
  - a. Monthly management reports that include and are not limited to: patient prescription utilization; individual and aggregate provider prescribing patterns by drug and cost; prescription costs per therapeutic class; lag reporting.
  - b. Monthly drug use reports that include and are not limited to: prescription claim per therapeutic class; non-formulary and prior authorization drugs approved or denied during the month.
  - c. Monthly financial reports that include and are not limited to: spend by plan (gross and net of cost share); co-payment amounts collected by individual network pharmacies; prescription claims by number and costs per participating pharmacy; total of individual claim charges detail including dispensing fee, system price point (i.e. AWP discount, MAC or U&C) and copayment amount.
  - d. Quarterly reports on total operating down times with each month, calls to the customer service help line, and responses to these calls.
15. Please discuss your process for prevention of Cyber Security issues or Data Breach Incidents for not only your organization, but also with your subcontractors.

## **FORMULARY AND REBATES**

1. Confirm CIS will receive all manufacturer revenue, and that rebates will include all direct and indirect revenue received from pharmaceutical manufacturers, holding companies, or other contracted entities such as GPOs, as well as other potential fees such as administrative fees, marketing, data, educational, etc. If you disagree indicate what CIS will receive. The above will be included in the definition of rebates in the contract.
2. Confirm that you will provide the greater of 100% of rebates received as defined above or the minimum rebate guarantees.
3. Specifically define any type of product, drug, or claim that is not rebate eligible.
4. Do you contract directly with manufacturers for rebates or outsource this service?
5. If you outsource and additionally have direct contract(s) with manufacturers, what percentage of drugs are through direct contracts and what percentage of drugs are outsourced to aggregators or a holding company(s)?
6. If direct contracting, provide detailed methodology including frequency of rebate review and reconciliation including timeframes.
7. If outsourced, provide the company name of the rebate aggregator(s) or holding company(s).
8. How often are manufacturer/rebate contracts renegotiated?
9. What percentage of rebates (all dollars regardless of classification) does the rebate aggregator or holding company(s) retain?

10. What percentage of rebates (all dollars regardless of classification) does your firm retain?
11. Confirm you will offer CIS rebate guarantees in the following categories:
  - a. Retail Brand 1-83 days' supply
  - b. Retail Brand 84 and greater days' supply
  - c. Mail Order Brand,
  - d. Specialty Brand Claims,
12. Confirm there are no restrictions in the above categories on the days' supply in order to achieve a rebate.
13. Will CIS receive 100% of these rebates?
14. Are there rebates available on medical benefit specialty drugs? If so, please describe the processes involved.
15. Confirm you will remit to CIS all rebates received from Pharma on a quarterly basis within 90 days after the submitted quarter.
16. Confirm you will report rebates by group number and hierarchy level to CIS in an electronic format, which includes NDC-11s.
17. Confirm your pricing proposal is based on your formulary with exclusions.
18. Please provide a brief description of the narrower/limited formularies available.
19. What is the general estimated financial impact of those formularies?
20. What is the process to communicate how formulary changes will impact CIS AND the members? Please provide sample impact reports, member notification/communication materials, and standard communication schedule that will be used.
21. Is there a cost charged to CIS for notification mailings associated with formulary changes?
22. Provide a total rebate estimate amount for 2024 based on the formulary with exclusions.

## **ELIGIBILITY**

1. Confirm you will accept, at a minimum, daily and/or weekly eligibility files.
2. Do you accept full eligibility files, update files or both?
3. Describe the process if more than 5-10% of the eligibility changes within the same file. Please provide sample load and error reporting.
4. Describe the process, steps, monitoring and quality assurance systems to ensure accurate eligibility.
5. Confirm you provide a secure transfer method for daily, weekly and monthly eligibility files.
6. Confirm update files are loaded into your system, within 24 hours of receipt.
7. Do you provide a direct interface to the eligibility database to directly input eligibility updates as needed by CIS, and as needed by their medical carrier (Regence) on an immediate, on-line, real-time basis? If yes, please describe the process.
8. What performance guarantees are you willing to offer regarding eligibility?
9. When a member moves between eligibility structure locations, does your system automatically issue new cards?

10. Explain how you work with third party benefit administrators to manage changes in the current plan year after open enrollment elections are sent for the new plan year.
  - a. Can the vendor accept current year ongoing files after the new plan open enrollment file has been sent?
  - b. If not, can the vendor accept a manual spreadsheet with changes for the current plan year?

## **AUDITS**

1. CIS or their designated consultant(s)/auditor may conduct annual audits, at no additional cost, covering each of the following categories.
  - Claims Pricing Audit, including necessary network contract reviews to validate pricing
  - Financial and Dispensing Fee Guarantees
  - Performance Guarantees
  - Rebates including access to Pharmaceutical Manufacturer contracts
  - Benefit Plan Set-Up
  - Administrative and Clinical Program Performance
  - Operational Reviews
2. Confirm that up to 30 pharmacy chain contracts and 30 independent pharmacy network contracts can be reviewed during any audit associated with pass-through pricing. Reviews will be conducted on-site at the PBM's facilities as needed.
3. Confirm that you will allow CIS to audit the past 30 months preceding the audit notice.
4. Confirm that CIS may audit at least twice on an annual basis for different scope items (i.e. pricing and rebates).
5. Confirm that CIS's audit rights and ability to conduct an audit is independent from other client's audit rights.
6. Confirm that quarterly reviews of the achievement of guaranteed pricing discounts, including any required PBM provided detail, will not be considered an audit for purposes of this RFP and subsequent contract.
7. If you subcontract any services, confirm that all individual subcontractor contracts and amendments will be available for CIS and their consultant to review.
8. Confirm that during any audit, CIS or consultant will be allowed to take notes, as appropriate, to document items reviewed during the contract. Documentation may include but not be limited to notes regarding network contracts, rebate contracts, pricing and other information relevant to the audit. Please outline any limitations, constraints, restrictions or requirements.

## **CLINICAL PROGRAMS - PRIOR AUTHORIZATION/QUANTITY LIMITS/STEP THERAPY MANAGEMENT**

1. Provide a list, including detailed descriptions and pricing for all clinical management programs available to CIS. If implementing a program affects certain pricing components such as rebates, administrative fees, etc. please explain how they are affected. If pricing guarantees are available, please outline. Please describe or provide sample reporting showing ROI.

2. Please provide sample reporting documenting the savings achieved from these programs.
3. Describe your pharmacy management programs that encourage, incorporate or support wellness initiatives.
4. Describe your clinical programs for diabetes management, including glucose meter programs.
5. Describe your care coordination and disease management programs for chronic disease conditions.
6. Describe your management programs that integrate both pharmacy and medical claims data.
7. Confirm that clients may select programs a-la-carte and do not have to purchase and implement entire suites of products.
8. Confirm you allow the use of a custom prior authorizations and step therapy criteria at no additional charge.
9. Describe your company's ability and opportunities to intervene, monitor and manage chronic and rare disease members. Please detail targeted disease states, clinical management processes, how patient relationships are established and maintained, how clinical teams are detailed to disease states and how does your program differentiate from other chronic and rare disease management programs in the marketplace?
10. If engaged to manage Clinical Services, are you willing to review the current, grandfathered Prior Authorizations that have infinite durations and make recommendations for clinically appropriate end dates?
11. Describe your company's approach to the opioid epidemic and what programs you have available or standardly in place to provide protection to CIS's membership from opioid overuse. Please indicate if the program is voluntary, if there is a cost associated with the program and how ROI is demonstrated/reported. Please describe parameters such as days supply, dollar amount and covered drug limitations.
12. Please describe programs available for the management of compounded medications including days supply, dollar amount and covered/non-covered drug limitations, etc. Please indicate if the program is voluntary, if there is a cost associated with the program and how ROI is demonstrated/ reported.

## **PERFORMANCE GUARANTEES**

1. Provide a copy of the guarantees being offered to CIS as an attachment. Include separate one-time guarantees for the implementation process. At a minimum, please include guarantees for all items addressed below in this section.
2. Please provide the annual dollars at risk being offered to CIS.
3. Ensure that the performance guarantees address turnaround times, responsiveness, service levels and data breaches.
4. Confirm that each guarantee is measured and reported on a CIS Book of Business Level.
5. Confirm that you are willing to customize Performance Guarantees based on CIS's business objectives.
6. Can CIS allocate percentages of Performance Guarantee funds to different categories and re-allocate annually? Please describe any limitations to this request.



7. Confirm that you will provide additional Performance Guarantees to CIS if your company is acquired or merges and CIS is required to go through any type of system, platform or service migration or change based on the acquisition, merger or for any other reason.
8. Confirm you will provide standard and migration performance guarantees that include:
  - a. Member eligibility
  - b. Benefit adjudication including custom benefit rules, custom pharmacy networks and in-house pharmacies
  - c. Formulary management
  - d. Timeliness of system updates for new pricing
  - e. Accuracy of system updates for new pricing
  - f. Timeliness of system updates for benefit plan and formulary changes
  - g. Accuracy of system updates for benefit plan and formulary changes
  - h. Account management turnaround times
  - i. Customer service and Pharmacy Help Desk Support
  - j. Online eligibility and online reporting applications access
  - k. Member and client website access
  - l. Access to any currently scheduled and provided ad hoc reporting
  - m. Billing data will be available within 10 days after the billing cycle
  - n. Overall adjudication accuracy
  - o. Mail Order claim processing accuracy
9. If your company miscodes a benefit, confirm your company will reimburse CIS and/or the Member, as appropriate, for any charges incorrectly allocated within sixty (60) days.

## REFERENCES

1. Please provide three similar client references. Please include contact name, company name, phone number, e-mail address, length of relationship, effective date and a brief description of the services utilized that would apply to CIS.
2. Please provide three **terminated** client references. Please include contact name, company name, phone number, e-mail address, length of relationship, effective date and a brief description of the services utilized that would apply to CIS. Note: Please do not provide clients that you lost due to mergers/acquisitions.

## PRICING INSTRUCTIONS

Rates **MUST** be based on these definitions:

For purposes of this proposal, all Generic guarantees should exclude claims priced at U&C, paper or member submitted claims, compounds, COB or secondary payor, and vaccines. The guarantee should include all other products with a Medispan Multisource Indicator of "Y" at the time of adjudication. Please explicitly define the methodology used for determining the guaranteed rates proposed.

For purposes of this proposal, all brand guarantees should exclude claims priced at U&C, paper or member submitted claims, compounds, COB or secondary payor, and vaccines. The guarantee should include all other products with a Medispan Multisource indicator of "M", "N", or "O" at the time of adjudication. Please explicitly define the methodology used for determining the guaranteed rates proposed.

The PBM may propose alternative methodology for calculating the guarantees. If an alternative is provided, then PBM must provide a detailed explanation on the proposed methodology along with the proposed guaranteed rates. Any explanation as to proposed methodology must include, at a minimum, the following:

- Identify the claims which will be included and excluded.
- Identify the period for which guarantees will be calculated.
- Identify the timeframe for calculations.
- Identify the timeframe for documentation and payment.
- Identify how multi-source brand products will be handled within the guarantee calculation.

If a proposed methodology will exclude a group of generic products due to certain "generic exclusivity" parameters, the PBM must provide a detailed list of such products at the NDC-11 level and must include the period of proposed exclusivity.

### **Specialty Pricing Section**

Provide a detailed list of all products, including Limited and Exclusive Distribution, and Biosimilar Drugs, at the NDC-11 level in Excel, currently treated as Specialty.

Identify differences in pricing for Exclusive versus Open plans, and details on when each pricing scheme will apply.

**PRICING DEFINITIONS**

For purposes of this proposal, all generic guarantees should be reconciled in accordance with the terms in the chart below on an annual basis. The guarantee should include all other products with a Medispan Multisource Indicator of "Y" at the time of adjudication. Please explicitly define the methodology used for determining the guaranteed rates proposed.

DEFINITIONS – GENERIC GUARANTEES	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
Exclude claims priced at U&C			
Exclude Paper or member submitted claims			
Exclude claims for compounded products			
Exclude claims for COB or secondary payor			
Exclude Vaccine and vaccine administration claims			
Include generic claims with limited availability, subject to patent litigation and new to market drugs. If PBM does not agree, provide a detailed list on the Generic Exclusivity section.			
Include all claims with a Medispan Multisource indicator of "Y".			
Certify that each guarantee component is measured on a stand-alone basis and an overachievement on one guarantee component will not be netted against an underachievement in another guarantee. Guarantee components are Retail 1-83 days supply, Retail 84 and greater days supply, mail order, and specialty brand and specialty generic. Rebates and performance guarantees stand alone and may not be used to offset any other guarantee.			
If other inclusions and exclusions apply - PBM must provide detailed explanation.			
Provide detailed methodology how the generic discount guarantees are measured, including frequency of review and reconciliation and payment time frame.			

For purposes of this proposal, all brand guarantees should be reconciled in accordance with the term noted in the chart below on an annual basis. The guarantee should include all other products with a Medispan Multisource indicator of "M", "N", or "O" at the time of adjudication. Please explicitly define the methodology used for determining the guaranteed rates proposed.

DEFINITIONS – BRAND GUARANTEES	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
Exclude claims priced at U&C			
Exclude Paper or Member Submitted Claims			
Exclude Claims for compounded products			
Exclude Claims for COB or secondary payor			
Include all claims with a Medispan Multisource indicator of "M," "N," "O"			
Exclude Vaccine and vaccine administration claims			
Certify that each guarantee component is measured on a stand-alone basis and an overachievement on one guarantee component will not be netted against an underachievement in another guarantee. Guarantee components are Retail 1-83 days supply, Retail 84 and greater days supply, mail order, and specialty brand and specialty generic. Rebates and performance guarantees stand alone and may not be used to offset any other guarantee.			
If other Inclusions and Exclusions - PBM must provide detailed explanation.			
Provide detailed methodology how the brand discount guarantees are measured, including frequency of review and reconciliation and payment time frame.			

**PRICING TEMPLATE**

<b>RETAIL - NON-SPECIALTY (PASS THROUGH)</b>	<b>RETAIL PASS THROUGH</b>		
	<b>1/1/2024 - 12/31/2024</b>	<b>1/1/2025 - 12/31/2025</b>	<b>1/1/2026 - 12/31/2026</b>
Guaranteed minimum overall brand discount off of AWP 1-83 days			
Guaranteed minimum overall generic discount off of AWP 1-83 days			
Guaranteed minimum overall brand discount off of AWP 84-90 days			
Guaranteed minimum overall generic discount off of AWP 84-90 days			
Guaranteed maximum brand dispensing fee per claim 1-83 days			
Guaranteed maximum generic dispensing fee per claim 1-83 days			
Guaranteed maximum brand dispensing fee per claim 84-90 days			
Guaranteed maximum generic dispensing fee per claim 84-90 days			
Guaranteed maximum administrative fee per retail brand claim			
Guaranteed maximum administrative fee per retail generic claim			
<b>RETAIL - NON-SPECIALTY (TRADITIONAL)</b>	<b>RETAIL TRADITIONAL</b>		
	<b>1/1/2024 - 12/31/2024</b>	<b>1/1/2025 - 12/31/2025</b>	<b>1/1/2026 - 12/31/2026</b>
Guaranteed minimum overall brand discount off of AWP 1-83 days			
Guaranteed minimum overall generic discount off of AWP 1-83 days			
Guaranteed minimum overall brand discount off of AWP 84-90 days			
Guaranteed minimum overall generic discount off of AWP 84-90 days			
Guaranteed maximum brand dispensing fee per claim 1-83 days			
Guaranteed maximum generic dispensing fee per claim 1-83 days			
Guaranteed maximum brand dispensing fee per claim 84-90 days			
Guaranteed maximum generic dispensing fee per claim 84-90 days			
Guaranteed maximum administrative fee per retail brand claim			
Guaranteed maximum administrative fee per retail generic claim			

**MAIL ORDER (NON-SPECIALTY)**

<b>MAIL ORDER - NON-SPECIALTY (PASS THROUGH)</b>	<b>MAIL ORDER PASS THROUGH</b>		
	<b>1/1/2024 - 12/31/2024</b>	<b>1/1/2025 - 12/31/2025</b>	<b>1/1/2026 - 12/31/2026</b>
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			
<b>MAIL ORDER - NON-SPECIALTY (TRADITIONAL)</b>	<b>MAIL ORDER TRADITIONAL</b>		
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			

**SPECIALTY PASS THROUGH**

<b>OPEN SPECIALTY (PASS THROUGH)</b>	<b>OPEN SPECIALTY PASS THROUGH</b>		
	<b>1/1/2024 - 12/31/2024</b>	<b>1/1/2025 - 12/31/2025</b>	<b>1/1/2026 - 12/31/2026</b>
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			
<b>EXCLUSIVE SPECIALTY (PASS THROUGH)</b>	<b>EXCLUSIVE SPECIALTY PASS THROUGH</b>		
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			

**SPECIALTY TRADITIONAL**

OPEN SPECIALTY (TRADITIONAL)	OPEN SPECIALTY TRADITIONAL		
	1/1/2024 - 12/31/2024	1/1/2025 - 12/31/2025	1/1/2026 - 12/31/2026
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			
EXCLUSIVE SPECIALTY (TRADITIONAL)	EXCLUSIVE SPECIALTY TRADITIONAL		
Guaranteed minimum overall brand discount off of AWP 1-34 days			
Guaranteed minimum overall generic discount off of AWP 1-34 days			
Guaranteed minimum overall brand discount off of AWP 35-90 days			
Guaranteed minimum overall generic discount off of AWP 35-90 days			
Guaranteed maximum brand dispensing fee per claim			
Guaranteed maximum generic dispensing fee per claim			
Guaranteed maximum administrative fee per mail order brand claim			
Guaranteed maximum administrative fee per mail order generic claim			

<b>Discount Exclusions:</b> Please list any claims categories that are excluded from discount guarantees provided for Specialty.	
-------------------------------------------------------------------------------------------------------------------------------------	--



**SPECIALTY PHARMACY PRICING**

Provide a detailed list of all products currently treated as Specialty, Limited and Exclusive Distribution, and Biosimilar Drugs. Identify differences in pricing for Exclusive versus Open plans. **Please provide as Attachment in Excel format.**

**Specialty, LDD Drug and Biosimilar Pricing List**

Note: "Open" means ALL retail network pharmacies may dispense Specialty medications.

Drug Name	NDC-11	Indication	Brand or Generic Indicator	Formulary Status	AWP Discount - Exclusive	AWP Discount – Open	Limited Distribution (Yes/No)

**REBATES**

**Rebates guarantees should be based on a minimum per brand claim. Deviations that require an average 30 or 90 days supply must be documented below.**

1. Please duplicate the tables below to include the following offers: standard formulary with exclusions, standard formulary with exclusions and with step therapy, and a custom formulary.
2. List any exclusion(s) to your rebate guarantees and provide rebate estimate for 2024 based on the formulary with exclusions.

Year	Copay Structure		Retail 1-83 DS	Retail 84+ DS	Mail Order	Specialty Open	Specialty Exclusive
2024	2T Brand		\$	\$	\$	\$	\$
2025	2T Brand		\$	\$	\$	\$	\$
2026	2T Brand		\$	\$	\$	\$	\$
2024	3T Brand		\$	\$	\$	\$	\$
2025	3T Brand		\$	\$	\$	\$	\$
2026	3T Brand		\$	\$	\$	\$	\$

Year	Copay Structure		Retail 1-83 DS	Retail 84+ DS	Mail Order	Specialty Open	Specialty Exclusive
2024	2T Brand		\$	\$	\$	\$	\$
2025	2T Brand		\$	\$	\$	\$	\$
2026	2T Brand		\$	\$	\$	\$	\$
2024	3T Brand		\$	\$	\$	\$	\$
2025	3T Brand		\$	\$	\$	\$	\$
2026	3T Brand		\$	\$	\$	\$	\$

<b>Rebate Exclusions:</b> Please list any claim categories that are excluded from rebate guarantees provided.	
<b>2024 Rebate Estimate:</b>	

**GENERIC EXCLUSIVITY**

If a proposed methodology will exclude a group of generic products because of certain "generic exclusivity" parameters, the PBM must provide a detailed list of such products at the NDC-11 level and must include the period of proposed exclusivity.

**Proposed Generic Exclusivity List under Alternative Guarantee Methodology**

Drug Name & Strength	NDC-11	Formulary Status	GPI	GCN	From Date	To Date	Rationale

## ADDITIONAL SERVICES

### Included SERVICES (AT NO ADDITIONAL COST)

Identify the base level of services offered at no additional cost. List your services in one of the program groupings below. Proposers may provide this information in their own format.

Service Name	Description
On-line standard Reporting	Include number of licenses included
Ad-Hoc Reporting	Include number of licenses included
Administrative Prior Authorizations	
Clinical Prior Authorizations	
Member Portal	
Client Portal	
Step Therapy Programs	
DUR Programs	
Utilization Management Programs	
Clinical Programs	

### ADDITIONAL SERVICES (OFFERED FOR A FEE)

Identify additional services offered for a fee. List your services in one of the program groupings below. For each service identify the cost, specify the basis for the cost (per script, PMPM, etc.), the guaranteed savings (if any) and the basis for determining the guaranteed savings. See example on how to populate each field. Proposers may provide this information in their own format.

#### Examples

Name of Service	Cost	Cost Basis	Guaranteed Savings	Savings Basis
Step Therapy Program XYZ	\$0.03	per Script	\$0.04	per Script
Clinical Program DEF	\$0.10	PMPM	\$0.30	PMPM
Prior Authorizations ABC	\$30.00	Per Case	None	
Name of Service	Cost	Cost Basis	Guaranteed Savings	Savings Basis

**CREDITS/ALLOWANCES**

The following credits/allowances are requested by CIS. Please outline those provided as part of your overall offer.

	<b>Amount</b>	<b>Frequency</b>	<b>Details</b>
<b>Implementation Credit</b>			
<b>Audit Allowance</b>			
<b>Pharmacy Management Allowance</b>			
<b>Other</b>			

**Thank you for participating in the RFP.  
We look forward to hearing from you.**