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www.ARMSRx.com

Request for Proposal Pharmacy Benefit Management CIS

January 18, 2019



cis benefits
cisbenefits.org

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I. INTRODUCTION

A. PURPOSE

The purpose of this CIS Request for Proposals (RFP) is to solicit offers from qualified vendors for pharmacy benefit management services for approximately 22,489 Regence covered members. Primary services requested include pharmacy claims adjudication, detailed online reporting, aggressive pharmacy networks and MAC list, rebates, measurable clinical programs, pharmacy and member call center support, member and client portals, mail order and specialty.

B. 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 Claims Statistics

CIS Claims Information				
For the Period January 1, 2018 through December 31, 2018				
	Claim Count	Days' Supply	Member Spend	Total Plan Spend
Retail Brand 1-83 Day Supply	26,625	638,364	\$336,964	\$7,140,858
Retail Brand 84+ Day Supply	512	46,487	\$10,235	\$233,218
Retail Generic 1-83 Day Supply	181,991	4,862,900	\$779,736	\$4,163,867
Retail Generic 84+ Day Supply	2,744	245,676	\$11,328	\$128,582
Mail Order Brand	2,436	197,764	\$59,794	\$1,863,857
Mail Order Generic	15,509	1,298,068	\$121,979	\$990,608
Specialty Brand	1,631	48,767	\$226,646	\$9,978,011
Specialty Generic	655	18,395	\$25,433	\$532,184
Number of Employees	8,540			
Number of Members	21,746			

CIS Flat Dollar Copay Plans	Current Benefits		
	Generic	Preferred	Non Preferred
Retail	\$	\$	\$
	5.00	25.00	50.00
Mail	\$	\$	\$
	10.00	50.00	100.00
Specialty 30	\$	\$	\$
	5.00	25.00	50.00
Specialty 90	\$	\$	\$
	10.00	50.00	100.00

CIS Coinsurance Plans	Current Benefits		
	Generic	Preferred	Non Preferred
Retail	20.0%	20.0%	20.0%
Mail	20.0%	20.0%	20.0%
Specialty 30	20.0%	20.0%	20.0%
Specialty 90	20.0%	20.0%	20.0%

II. SCOPE OF WORK

The successful vendor shall provide Pharmacy Benefit Management duties that will include, but are not limited to, the following:

1. Pharmacy claims adjudication
2. Pharmacy networks
3. Pharmacy MAC list
4. Pharmaceutical rebates with detailed reports
5. Utilization on-line reporting
6. Clinical programs
7. Mail Order services
8. Specialty pharmacy services
9. Eligibility
10. Reporting
11. Member Call Center
12. Pharmacy Call Center
13. Implementation of PBM services
14. Account Management
15. Member Portal
16. CIS Portal
17. Accumulator services for Medical and Pharmacy

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

ACTIVITY	TARGET DATES
RFP and Intent to Bid distributed to vendors via email	January 18, 2019
Intent to Bid due to ARMSRx	January 24, 2019, 3:00 pm CST
ARMSRx provides data via secure FTP login upon receipt of executed Intent to Bid/ <i>Data Use Agreement (if necessary)</i>	As received
Q&A Period (e-mail questions, responses provided to all bidders); all questions submitted to Staci@ARMSRx.com and Stephanie@ARMSRx.com	January 18 – January 30, 2019, 3:00 pm CST
Final response to all vendor questions completed (distributed to all vendors)	February 1, 2019, 4:00 pm CST
Electronic and paper versions of RFP Pricing and General Questionnaire responses due to ARMSRx	February 8th, 2019, noon CST
Notification of Finalist(s)	On or before March 11, 2019
Demonstration of live, finalist eligibility and reporting system functionality via webinar	Week of March 11th, 2019
Finalist Presentations	Tuesday, March 26, 2019 – Wednesday, March 27, 2019
Preferred PBM Notification	No later than April 3, 2019
Detailed Agreement for Negotiation	No later than April 12, 2019
PBM Contract Negotiation	Complete by May 31, 2019
Implementation Period – Finalized Open Enrollment Materials needed by September 1 for Open Enrollment in October	June – December, 2019
PBM Effective Date	January 1, 2020

B. RFP CONTACTS

Please direct all questions to the following contact. No direct contact with CIS employees is allowed during this RFP process.

Primary RFP Contact:

Staci Branham
Senior VP of Business Development & Consulting
205-681-8994
Staci@ARMSRx.com

With copy to:

Stephanie Cormier
Senior VP Operations
(251) 460-9001
Stephanie@ARMSRx.com

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than **3:00 p.m. (CST) on January 30, 2019**. Questions must be in writing and may be e-mailed to the contact people above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **Noon (CST) on February 8, 2019**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer causes except where it can be established that CIS was the sole cause of the late receipt.

2. Method of Submittal

The proposal must be submitted in electronic form in an email to the RFP Contacts. CIS is also requesting three (3) total printed copies mailed to the following addresses:

ONE COPY MAILED TO:

CIS
Attention: Carolyn E. Van Dyke, CGBA
Benefits Director
1212 Court St. NE
Salem, OR 97301

ONE COPY MAILED TO:

Staci Branham
ARMSRx
5371 Pine Mountain Road
Reamlap, AL 35133

ONE COPY MAILED TO:

Stephanie Cormier
ARMSRx
905 Regents Drive East
Mobile, AL 36609

3. 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 for brand and generic guarantees. In addition, what constitutes claims as eligible for rebates will be evaluated
- 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
- References
- Miscellaneous, including exceptions/deviations

IV. 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

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.

CIS 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). Recipients of record are those parties to whom CIS directly sent a copy of the RFP.

It is the responsibility of each proposer to ensure they have all addenda CIS 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 CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS 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, 2020**. 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.

L. 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.

SECTION V: QUESTIONNAIRE

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section and the pricing grids provided in MS Excel files. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option.

If your proposal is different in any way (whether more or less favorable) from that indicated in this Request for Proposal, clearly indicate where. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect with the requirements set forth in this RFP.

Proposers 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.

If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate exhibit rather than as part of the formal response.

COVER LETTER	
<p>1. Include a cover letter to the RFP Primary contact. At a minimum, the cover letter must contain the following:</p> <ul style="list-style-type: none"> ▪ 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 <u>ninety (90)</u> days from the due date for proposals. ▪ Any exceptions to any specified criteria in this RFP. ▪ <u>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.</u> ▪ Signature of a person authorized to bind the offering firm to the terms of the proposal. 	<p>Attach as Exhibit A.</p>

GENERAL INFORMATION	AGREE	DEVIATE	ADDITIONAL INFORMATION AND ANY DEVIATIONS
2. Describe your company's structure including ownership and corporation type. Include a list of all subsidiaries that will be providing a portion of the requested services, include pharmacy networks, rebates, mail order and specialty. Include hours of operations and office locations. List the number of years each subsidiary (Mail Order, Specialty, rebate company, clinical program company, etc.) has been in operation.			
3. Describe your annual sales and number of covered lives. Provide your breakdown of covered lives by industry segment (Commercial, Medicaid, and Medicare).			
4. Disclose any current or pending claims, suit settlements, or arbitration against your company during the past three (3) years. Provide a brief summary of the circumstances and final outcomes.			
5. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.			
6. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually.			
7. Is your pricing offer based on a 3-year contract?			
8. Would you be willing to offer a two-year agreement to CIS? If so, please explain the impact to price, if any.			
9. As of the submitted date of this RFP, do you have fully executed contracts for all outsourced services, contractors, or agents you may use for the requested services?			
10. Confirm that you will allow a market check after the initial 12 months of a three-year contract. Please provide your market check language in the additional information section. Confirm that improved rates will become effective at the 18-month date of the contract term?			
11. Confirm that you will allow CIS the option to terminate the contract if your organization goes through either a merger or acquisition. List any financial penalties.			
12. Confirm that your proposal is not contingent upon services outside of the scope of this proposal.			

13. For any services that your organization currently subcontracts, or intends to subcontract for future business delivery, provide the following: i. Name of Subcontractor ii. Location(s) iii. Contract Period iv. Description of Services Provided v. Certification/Compliance required for services provided (if applicable)			
14. Describe your disaster contingency plan; if services are subcontracted out include their disaster plan.			
15. Confirm all systems are fully HIPAA compliant.			
16. Provide the most recent SOC-1 Report.			Attach as Exhibit Q.

CONTRACT REQUIREMENTS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
<p>17. Contract Requirement</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>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.</p>			
<p>18. Contract Requirement</p> <p><u>Independent Contractor Status.</u> The following shall be included in CIS contracts:</p> <p>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.</p>			
<p>19. Contract Requirement</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>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.</p>			
<p>20. Contract Requirement</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>During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:</p> <p><u>Workers' Compensation</u> insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".</p> <p><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.</p> <p><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.</p> <p><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.</p> <p><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.</p>			
<p>21. OTHER CONTRACT CONSIDERATIONS:</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>22. OTHER CONTRACT CONSIDERATIONS:</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>23. OTHER CONTRACT CONSIDERATIONS:</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>			
<p>24. Include a PBM contract for CIS. Agree that all language in this RFP, including but not limited to, definitions, rates, and performance guarantees will be incorporated into a final contract.</p>			Attach as Exhibit B.
<p>25. If the proposal is being offered through a coalition, include a copy of the master contract.</p>			Attach as Exhibit C. If you are not providing a master contract, indicate that there is no Exhibit C.
<p>26. If the contract is being offered through a pharmacy coalition, provide the date when the contract was last updated.</p>			
<p>27. Describe the ownership and management structure of the pharmacy coalition, and list all parties involved including any outsourced services.</p>			
<p>28. If a pass-through contract is selected, will you contractually guarantee that the amount you reimburse to pharmacy providers for all CIS pharmacy claims is the same exact amount that is billed to CIS?</p>			
<p>29. Proposer agrees 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.</p>			

ACCOUNT MANAGEMENT	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
30. Who would be the primary CIS account manager?			
31. Confirm you will provide CIS with a minimum of four (4) review meetings each year during term of the agreement.			
32. Confirm you will provide 2 of the 4 yearly review meetings on-site at CIS (unless off-site meeting is approved by CIS).			
33. Please list the team members that would attend quarterly meetings.			
34. Provide the following for the entire CIS account team, including all account managers, pharmacist, data analysis, reporting specialist, executives, and Implementation team. <ul style="list-style-type: none"> • Name • Title • Office Location • Length of time with your company • Length of time in the PBM industry • Email Address • Direct Phone or Mobile Number • Job Responsibilities 			Attach as Exhibit D.
35. Please provide an organization chart that clearly delineates communication and reporting relationships among team members assigned to CIS.			Attach as Exhibit E.
36. Describe how the account management team communicates and tracks issues internally and to CIS.			
37. Describe the materials that will be presented during a quarterly or annual review. Please provide an example			Attach as Exhibit F.
38. What is the turnover rate of your Account Managers? How much lead time will you provide if the account team is changed?			
39. 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 client. Please translate your response into your Performance Guarantee offer.			

40. Describe how and when an issue is escalated within your organization?	
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IMPLEMENTATION	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
41. Confirm that implementation credits are offered.			
42. Describe the amount and basis of the implementation credit, e.g. \$XX.00 per member.			
43. Provide a customized CIS implementation plan based on a claim adjudication start date of January 1, 2020.			Attach as Exhibit G.
44. Confirm that if your firm is awarded this contract that your firm's Legal Department will respond with a working document within five business days to each request or response to contractual language changes.			
45. Confirm that the final Agreement will be executed prior to program enrollment.			
46. Confirm that the primary Account Management will participate in the implementation process.			

TRAINING FOR CIS STAFF	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
47. Describe the training available for the CIS staff (and Regence) for eligibility, reporting, the claims adjudication system, prior authorizations. Include additional training information as necessary.			
48. Do you provide a training manual on the On-line standard reporting? Provide as Exhibit.			Attach as Exhibit H.
49. Do you provide a training manual on the On-line ad-hoc reporting system? Provide as Exhibit.			Attach as Exhibit I.

50. Do you provide a training manual on the Eligibility system? Provide as Exhibit.			Attach as Exhibit J.
51. Do you provide a training manual on the Prior Authorization system? Provide as Exhibit.			Attach as Exhibit K.
52. Do you provide a data dictionary that explains all the reporting elements available to users in the online reporting system?			Attach as Exhibit L.
53. Describe how new employees receive training on the various systems offered to CIS staff?			
54. List of the number of user licenses included at no cost to CIS for the following: <ul style="list-style-type: none"> On-line Reporting Ad-hoc Reporting Eligibility System Prior Authorization System 			

TECHNICAL INFORMATION	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
55. Is CIS required to load any software to their systems in order to access eligibility, reporting, the claims adjudication system, prior authorizations? Describe.			
56. Provide the Eligibility data layout.	Attach as Exhibit M.		
57. Will CIS be required to provide the prior authorization history in a specific data layout, or will proposer accept a custom layout?			
58. Provide the Prior Authorization layout, if required by CIS.	Attach as Exhibit N.		
59. Will CIS be required to provide the claims history in a specific data layout, or will proposer accept a custom layout?			
60. Provide the Claims History layout, if required by CIS.	Attach as Exhibit O.		

BILLING	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
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61. Confirm you will bill weekly for pharmacy claims.			
62. Confirm you will bill monthly for applicable administrative fees, and/or clinical programs.			
63. Confirm that documentation for rebates, as well as any other payments that CIS receives, will be provided at the time payment is received.			
64. Confirm you will allow CIS five (5) business days to submit payment.			
65. If CIS were to provide payment within one (1) business day, what discounts would be provided to CIS?			
66. Confirm CIS will not be held financially responsible for unpaid member copays in any distribution channel.			
67. Describe your billing process including terms, payment method, and late payment penalties.			

NETWORK	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
68. Do you contract directly with pharmacies or is this outsourced? If you use an outsourced provider, provide the vendor or network name.			
69. Confirm your pricing proposal is based on your broadest network, including all major chain pharmacies.			
70. How many pharmacies participate in your broadest network?			
71. Please provide a copy of your most current directory of all participating pharmacies in Oregon. At a minimum, include NABP number in MS Excel.	Attach as Exhibit P.		
72. Do you allow the adjudication of repackaged NDCs?			

73. Do you have reduced network options?			
74. Provide information on your reduced network option, including what pharmacies are excluded and potential savings between your broad and reduced network option.			
75. What is the current retail MAC effective rate for the state of Oregon? Nationwide?			
76. How many unique GCNs or GPIs are on the MAC list?			
77. What percentage of generic products available is covered by your MAC list?			
78. How and when will CIS be notified when a pharmacy is added or removed from the network?			
79. Describe your retail 90 network. Which pharmacy chain would you recommend for CIS at the primary pharmacy?			
80. Describe relationship with pharmacies including degree of automation and reimbursement procedures.			
81. What is the methodology for making additions or deletions from your stated MAC list? How often is it updated? Will you provide a copy to CIS as updates are implemented into the claims adjudication system?			
82. Please describe your programs to assist CIS in controlling potential network fraud.			
83. Does your system fully employ NCPDP D.0 adjudication standards? If no, please describe your deviation.			
84. Please describe your methodology for pricing compound claims.			

CLAIMS ADJUDICATION	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
85. Is your claims adjudication system built and maintained internally or outsourced? If outsourced, provide the vendor name.			
86. Confirm all claims will be adjudicated using the lesser of logic in the claims adjudication system and that the system will survey, at a minimum, the AWP discount vs. U & C (at retail) vs. MAC (if applicable).			
87. Members will pay the lower of U&C, copay or discounted rate.			
88. Confirm you will not charge CIS a fee for reversed or rejected claims.			
89. What is the source used for AWP pricing?			
90. Describe the frequency of AWP price updates. If daily, indicate whether or not prices are updated the same day or in arrears and indicate how much in arrears.			
91. Please describe how long modifications to CIS' 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.			
92. Can your system support custom copay structures applicable to specific pharmacies?			
93. Can your system support custom copays applicable to specific drugs and/or therapeutic categories?			
94. Can your system support custom copays applicable to grandfathered plans?			
95. Can your system support integration assistance to combine and track PPACA required copayments for member out-of-pocket costs/maximums and is this included in your proposed administrative fee?			

MEMBER PORTAL SERVICES/ONLINE ACCESS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
96. Can CIS brand the member portal system with their company logo and colors?			
97. 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.			
98. Describe your multi-lingual capabilities in terms of member services and member communications.			
99. Confirm your ability to allow single sign on access from the CIS enrollment or Regence sites to your member website.			
100.It is CIS' expectation that members have online access to CIS-specific plan information. Confirm that members can:			
<ul style="list-style-type: none"> • View benefit structure information (copayments, deductibles and deductible accumulation) • View and print prescription drug history for 24 months • View and print payment history, account activity and statements for 24 months • Request mail order refills • Request mail order prescription renewal • View mail order prescription status – physician approval, prior authorization, fill, ship, etc. • Choose mail order refills on an automatic or patient requested basis • Make profile changes (address, credit card information, preferences, etc.) • Locate participating pharmacies (pharmacy network locator) • Find drug and health information • Find drug specific information in layman's terms • Find information on treatment options 			
101.Confirm that members are automatically presented with: <ul style="list-style-type: none"> • Generic alternatives • Formulary alternatives • Drug pricing and out-of-pocket costs specific to each drug on retail, retail 90 and mail order basis 			
100.Confirm that CIS-specific messaging is available to members.			
101.Describe any services sourced through locations outside the U.S. or from home-based staff?			

102.For processes carried out and performed overseas, are these insourced or outsourced?			
103.Do benefit structure views via on-line access include integrated deductibles?			
104.Is the formulary available on-line in a format that members can easily access?			
105.Confirm you will perform an annual member satisfaction survey. Please note to what percentage of the CIS's population. Will you provide CIS with feedback regarding the CIS members?			

PHARMACY CALL CENTER	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
106.Provide the address and hours of operation of the Pharmacy Help Desk used for CIS.			
107.Confirm pharmacist will have access to multi-lingual member service representatives.			

MEMBER CALL CENTER	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
108. Confirm all CIS assigned call centers will be U.S. based and not offshore? What percentage of your overall member services calls are managed offshore?			
109.Are call centers U.S. based or offshore? What percentage of your overall member services calls are managed offshore?			
110.Provide the address and hours of operation of the Member Help Desk used for CIS.			
111.Provide the address and hours of operation of the Member Call Center used for CIS.			
112.Describe the training process the member call center staff receives prior to the go-live date.			
113.Provide standards for the member call center, including: average speed of answer, abandonment rate and first call resolution.			
114.Are you able to support a unique phone number for CIS and answer calls as CIS representatives?			
115.Describe your call recording capabilities and how you use these recordings? If necessary, does the client have access to these recordings?			

DATA AND REPORTING	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
116.If you are selected as the successful proposer, CIS will require a monthly data file, containing claims history, to be transmitted to ARMSRx no later than the 12th of the month following the month end. Will you provide additional data fields if requested by CIS?			
117.Confirm that you will be able to accommodate pharmacy specific report requests from CIS for their integration with medical data to support determination of actuarial value.			

118. Confirm that line item claims data will be made available in an agreed upon format to CIS, medical management vendor, TPA and any other 3rd party on a weekly basis if necessary and at no additional charge.			
119. Provide a copy of your standard claims data layout that would be provided to CIS upon invoicing.			Attach as Exhibit R.
120. Confirm that you will provide the data as outlined above, in a text format by the 12th of the month for the previous month's data via secure server to ARMSRx or other CIS designee. Confirm monthly data files are at no cost to CIS.			
121. Confirm that data will be made available upon termination at no additional charge.			
122. Describe your predictive modeling tools, identifying and stratifying member health risk based on the pharmacy claims data.			
123. Confirm that CIS will have online access to eligibility system.			
124. Confirm that CIS will have online access to enter overrides as needed.			
125. Confirm that CIS will receive training on all systems at no additional charge in which they will have access (i.e., eligibility, reporting)			
126. How long does it take to produce an ad-hoc report upon request?			
127. 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. <ul style="list-style-type: none"> • open mail order refill files • all current prior authorizations • satisfactory claims history to support step therapy programs • open specialty medication refills 			
128. 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 deductibles?			

129. Please outline the frequency of deductible data synchronization available.	
130. 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.	

ELIGIBILITY	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
131. Confirm you will accept, at a minimum, daily eligibility files.			
132. Do you accept full eligibility files, update files or both?			
133. Describe the process if more than 5-10% of the eligibility changes within the same file. Please provide sample load and error reporting.			
134. Describe the process, steps, monitoring and quality assurance systems to ensure accurate eligibility.			
135. Confirm you provide a secure transfer method for daily, weekly and monthly eligibility files.			
136. Confirm update files are loaded into your system, within 24 hours of receipt.			
137. Do you provide a direct interface to the eligibility database to directly input eligibility updates as needed by CIS (or a delegated entity such as CIS' medical administrator, Regence) on an immediate, on-line, real-time basis? If yes, please describe the process.			

AUDITS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
138. Confirm that you will allow CIS and their consultants to review and audit the financial and performance terms of the contract (including rebates) on an annual basis at no charge.			
139. Please outline any limitations, constraints, restrictions or requirements.			
140. Describe your internal audit process, including but not limited to, plan benefit setup, implementation of networks, MAC list, or reporting.			

CLINICAL MANAGEMENT PROGRAMS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
141. 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.			
142. Explain the administration of step therapy. Additionally, provide success rates and savings achieved for your employer book of business.			
143. Confirm that clients may select programs a-la-carte and do not have to purchase and implement entire suites of products.			
144. Confirm you allow the use of custom prior authorizations and step therapy criteria at no additional charge.			
145. Please describe diabetes management programs available to CIS.			
146. Describe your pharmacy management programs that encourage, incorporate or support wellness initiatives.			
147. Describe your management programs that integrate both pharmacy and medical claims data.			
148. Describe any OTC management programs available to CIS.			

149.If CIS chooses to cover OTCs, will pricing be impacted?	
150.Based on a review of the CIS data, what clinical programs would you suggest?	

PRICING	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
151.Do you certify that there is consistent timeliness and aggressiveness of contract negotiations with all network pharmacies, at least annually?			
152.Confirm the AWP discounts shown in your pricing proposal are based on Post AWP and not a Pre-AWP rate.			
153.Describe the pricing methodology upon which the mail order rates are based. Example: AWP discount, MAC, or acquisition cost?			
154.For the pricing proposed, do you certify that the MAC is not a static MAC?			
155.For the pricing proposed, do you certify that the MAC offered at mail is the same as offered at retail?			
156.Are specialty products distributed by the PBM selected specialty pharmacy always priced at the "Exclusive" rate, even if the "Open" plan is selected?			
157.Do you have the capability of handling a 4th tier copayment/coinsurance for specialty products?			
158.Do you have a formulary that applies specifically to Specialty drugs? If yes, provide as Exhibit.			Attach as Exhibit S.
159. If yes, do you dispense non-formulary Specialty products?			
160.Explain how copayments are applied to claims and adjudicated in the system for non-formulary specialty products.			
161.How is pricing determined on non-formulary specialty products?			

162. On specialty products distributed by the PBM owned/controlled Specialty Pharmacy, are the copays based on the retail or mail copay structure?			
163. Identify the normal frequency of updates to MAC lists from the standpoint of pricing and included products.			
164. Do you require plan participation in any specific PBM programs for the plan to qualify for rebates?			

For purposes of this proposal, all Generic guarantees should match this logic.

GENERIC GUARANTEES REQUIREMENTS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
165. Exclude Zero Balance Due claims			
166. Exclude claims priced at U&C			
167. Exclude member submitted claims			
168. Exclude claims for compounded products			
169. Exclude Specialty claims			
170. Exclude claims processed with an Ancillary Fee resulting from a DAW decision			
171. Exclude claims from non-network pharmacies			
172. Include all claims with a MediSpan Multisource indicator of "Y".			
173. Certify that each guarantee is on a stand-alone basis and an overachievement on one guarantee will not be netted against an underachievement in another guarantee.			
174. Please provide detailed methodology of the reconciliation process.			
175. Proposer agrees to reconcile guarantees annually, final payments and reports due no later than 120 days following the end of the calendar year.			

176.If Proposer has any additional inclusions or exclusions, provide detailed explanation.	
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For purposes of this proposal, all Brand guarantees should match this logic.

BRAND GUARANTEES REQUIREMENTS	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
177.Exclude Zero Balance Due claims			
178.Exclude claims priced at U&C			
179.Exclude Member Submitted Claims			
180.Exclude Claims for compounded products			
181.Exclude Specialty claims			
182.Exclude Claims processed with an ancillary fee resulting from a DAW decision			
183.Exclude Claims from non-network pharmacies			
184.Include all claims with a MediSpan Multisource indicator of "M," "N," and "O"			
185.Certify that each guarantee is on a stand-alone basis and an overachievement on one guarantee will not be netted against an underachievement in another guarantee.			
186.Please provide detailed methodology of the reconciliation process.			
187.Proposer agrees to reconcile guarantees annually, final payments and reports due no later than 120 days following the end of the calendar year.			
188.If Proposer has any additional inclusions or exclusions, provide detailed explanation.			

FORMULARY/REBATES	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
189. Provide and clearly define what constitutes an eligible brand claim for rebate guarantee purposes. If any brand drug classified by MediSpan as “M”, “O”, or “N” is not considered rebate eligible, please describe.			
190. Please confirm you have proposed a guaranteed minimum rebate per brand claim based on a per claim basis, as defined above.			
191. Confirm you will pay CIS the greater of the minimum guarantees or 100% of all revenue generated from the rebate process, including but not limited to rebates, administrative fees, and any other fee that is collected from manufacturers or a rebate aggregator.			
192. Confirm you will remit to CIS all guaranteed rebates due on a quarterly basis within 120 days after end of quarter, regardless if the minimums have been collected from the manufacturer.			
193. Confirm documentation and reporting will be provided at the time rebate payments are received.			
194. Please provide detailed methodology including frequency of rebate review and reconciliation and payment time frame.			
195. Do you use an outsourced vendor for formulary rebate contracting/formulary services? If yes, provide the company name the start date of that contract.			
196. What is the percentage share of rebates and/or administrative fees you retain?			
197. What is the percentage share of rebates and/or administrative fees the aggregator retains?			

198. Confirm that CIS can audit the contract between you and the rebate aggregator.			
199. Confirm that CIS can audit the manufacturer contracts that are held by the rebate aggregator.			
200. Do you manage rebate services through another internal subsidiary company, other than what CIS will be contracted with?			
201. If yes, confirm that all invoices from that internal subsidiary company and contracts can be audited.			
202. Provide a detailed copy of your standard formulary.			Attach as Exhibit T.
203. Provide a Formulary & Member disruption report.			Attach as Exhibit W.
204. Please describe the process and timeframes regarding formulary changes and communication to members regarding formulary changes. Please provide Sample Member Formulary Notifications in Exhibit X.			Attach sample Member communications as Exhibit X.
205. Please confirm rebate guarantees do not assume a minimum average days' supply in any of the distribution channels.			
206. Please confirm rebates are not reduced based on days' supply when using mail order.			

Mail Order	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
207. From what location(s) would mail order prescriptions be shipped? Are there any restrictions regarding locations to which prescriptions may be shipped?			
208. Does your organization own the mail service facility? If this is a subcontractor, with whom do you contract?			

209.What is the mail order facility's total operating capacity? What level of capacity do you expect to be operating at in January 2020?			
210.What was the mail order facilities error rate from January to December 2018? What procedures do you have in place to correct future errors?			
211.Will mail order pricing apply to all Rx's dispensed through mail order facilities? Are there restrictions based on day supply, or specialty medications?			
212.Please provide a brief description of how your retail and mail order prescription programs operate.			
213.Provide an overview of the mail order services including the verification process to ensure the accuracy of all prescriptions.			
214.Will participants have access to a smart phone application service for their prescriptions? Please provide a description of the smart phone application capabilities?			
215.Describe the policy and communications to the physician and member for rejected claims.			
216.If proposer is providing a WAC plus pricing option, will you provide copies of the supplier's (wholesale or manufacturer) invoices showing net invoice cost for specific claims based on CIS' request?			
217.If CIS chooses to fully carve out Mail Order services and place with another vendor, please confirm that you would allow them to do so without financial implications and that you will support the process.			

SPECIALTY PHARMACY

Proposer can provide as additional exhibits as needed.

218. What is your definition of specialty drugs?

219. What is your default pricing for any new drugs being added to the specialty drug list?

220. What are the fees for additional services offered, including but not limited to, patient mailings, paper claims, and clinical prior authorization requiring clinical intervention, ad hoc reports, and manual eligibility maintenance?

221. What is the methodology for adding new specialty drugs that enter the market, include the approximate timeframe it takes for new drugs to be added to the formulary?

222. If CIS chooses to fully carve out Specialty Pharmacy services and place with another vendor, please confirm that you would allow them to do so without financial implications.

223. Describe the Specialty Pharmacy facility which will service CIS, including the location(s), hours of operation, volume, and capacity, number of employees and titles/description of employees.

Clinical Specialty Programs

224. Describe your oncology management program and approach.

225. Describe your Specialty Pharmacy capabilities including claim processing, utilization management, and clinical and prior authorization programs. Please include the associated cost of each program where applicable.

226. Do you have a standard minimum days' supply for specialty? Can CIS determine minimum days' supply of specialty drugs?

227. Do you have a limited days' supply program for specialty drugs? If so, please describe the program in detail

228. Outline cost control mechanisms/strategies for specialty drugs that exist today and in the near future.

229. Do you provide plan members with patient education, medication adherence, 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?

230. Describe your member benefit support services, including providing access to financial assistance programs for members.

231. Describe your communication plan with the prescriber, patient and medical plan including your ability to work with others to improve member outcomes.

232. Describe your ability to coordinate care with other specialty pharmacies that have single source distribution contracts from Manufacturers.

233. Describe your capabilities and experience in managing, monitoring, and adjudicating specialty pharmacy claims that are administered in a physician's office, hospital, or other professional care setting.

234. Are there any specialty drugs administered in a physician's office, hospital, or other professional care setting, which you cannot manage?

Distribution

235. Do you offer split-fill programs for specialty drugs? Describe the program.

236. Describe your packaging and shipping method as well as quality control process for delivery of specialty drugs, including shipping, handling, temperature control and other procedures that ensure specialty drugs are received in good condition. Please outline dispensing, shipping and handling fees and average turnaround times.

237. Describe your process and policy if medications are returned. Please include any applicable fees to the member and CIS.

Reporting

238. Describe the standard reports available to members and to CIS, including patient education, counseling, compliance, interventions, and patient outcomes. Provide examples.

239. Describe the financial reports available for CIS to track member costs and utilization by plan. Provide examples.
240. Describe your ability to provide reports on an ad hoc basis and the ability to customize reports to fit CIS's needs.

Differentiator

241. Describe any additional or unique reporting features available to CIS that differentiate your programs from your competitors. Please outline any additional fees applicable to CIS which are not outlined anywhere else within the RFP.

PERFORMANCE GUARANTEES	AGREE	DEVIATE	ADDITIONAL INFORMATION, IF DEVIATING
242.Confirm that each guarantee is measured and reported on a CIS Book of Business level.			
243.Confirm that you are willing to customize Performance Guarantees based on CIS business objectives.			
244.Confirm that you are willing to offer a separate, one time guarantee for a successful implementation. What would the guarantee amount be? What parameters would define a successful implementation?			
245.Confirm that you will provide additional Performance Guarantees to CIS if your company is acquired and CIS is required to go through a migration based on the acquisition or for any other reason. If yes, what is that amount?			
246.Confirm you will provide migration performance guarantees that include: <ul style="list-style-type: none"> • Member eligibility • Benefit adjudication including custom benefit rules, or custom pharmacy networks • Customer service, CIS support and Pharmacy Help Desk Support • Online eligibility and online reporting applications access • Member and CIS website access • Access to any currently scheduled and provided ad hoc reporting • Billing data will be available within 12 days after the billing cycle • Monthly data files provided no later than 12 days after month-end 			
247.Please provide your list of performance guarantees with respect to specialty drug programs and their effectiveness.			

CURRENT REFERENCES

248. Please list 3 **current** CIS references similar to CIS in size and requested services.
Include: Contact Name, Company Name, Phone Number, e-mail address, and Length of Contract.

Company:
Contact Name:
Phone:
Email:
Length of Contract:

Company:
Contact Name:
Phone:
Email:
Length of Contract:

Company:
Contact Name:
Phone:
Email:
Length of Contract:

PREVIOUS CLIENT REFERENCES

249. Please list 3 **terminated** CIS references within the last two years, similar to CIS in size and requested services.

Include: Contact Name, Company Name, Phone Number, e-mail address, Length of Relationship and reason for termination.

Note: Please exclude clients that you lost due to mergers/acquisitions.

Company:
Contact Name:
Phone:
Email:
Length of Contract:
Reason for Termination:

Company:
Contact Name:
Phone:
Email:
Length of Contract:
Reason for Termination:

Company:
Contact Name:
Phone:
Email:
Length of Contract:
Reason for Termination:

REQUIRED MINIMUM EXHIBITS

EXHIBITS (RETURN THIS PAGE WITH QUESTIONNAIRE) INDICATE IF EXHIBITS ARE CONFIDENTIAL MATERIAL.	EXHIBITS YES OR NO
EXHIBIT A - Cover letter, include specific areas of confidential information	
EXHIBIT B - PBM contract for CIS	
EXHIBIT C - PBM coalition master contract (does not pertain to all proposers)	
EXHIBIT D - CIS account team resumes	
EXHIBIT E - Company organization chart	
EXHIBIT F - Sample quarterly CIS meeting packet	
EXHIBIT G -Implementation plan	
EXHIBIT H - On-Line reporting training manual	
EXHIBIT I - Ad-Hoc reporting training manual	
EXHIBIT J - Eligibility system training manual	
EXHIBIT K - Prior authorization training manual	
EXHIBIT L - Data dictionary for on-line reporting	
EXHIBIT M - Eligibility data layout	
EXHIBIT N - Prior Authorization data layout	
EXHIBIT O - Claims history data layout	
EXHIBIT P - Oregon pharmacy directory	
EXHIBIT Q - SOC-1 report	
EXHIBIT R - Standard claim data layout	
EXHIBIT S - Specialty formulary	
EXHIBIT T - Standard formulary	
EXHIBIT U - Pass-Through contract pricing offer	
EXHIBIT V - Traditional contract pricing offer	
EXHIBIT W - Formulary & member disruption report	
EXHIBIT X – Sample Member Formulary Notifications	

PLEASE NOTE:

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.

PRICING INSTRUCTIONS

General

- Complete the Pass-Through and Traditional Pricing grids provided in Excel, attached as Exhibits U. and V.
- Complete the pricing using the guarantee requirements listed in this RFP.
- Provide detailed explanations in the pricing Exhibits U & V, for any answer that includes a deviation from a requested agreement or certification.

Pricing Matrices – Pass Through and Traditional

Guarantee Definitions are included in this RFP. Rates MUST be based on these definitions. 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.

SECTION VIII: 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. If included services vary between the pass-through and traditional offers, please provide a separate list for each. If separate lists are not provided, CIS will assume rates are the same for each offer. 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	

SECTION IX: 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. If services rates vary between the pass-through and traditional offers, please provide a separate list for each. If separate lists are not provided, CIS will assume rates are the same for each offer. 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

Thank you for participating in the RFP response.

We look forward to hearing from you.