1 Introduction

1.1 On behalf of The University of Arkansas System (UAS), Segal invites your organization to submit a proposal for a Pharmacy Benefit Management (PBM) program effective January 1, 2024. All bidders must follow the instructions in these bid specifications and complete all questions and tables. If your organization is able to meet the requirements in this Request for Proposal (RFP), UA appreciates and welcomes your proposal.

UA reserves the right to award any service in whole or in part, if proposals suggest that doing so would be in UA's best interest. UA also reserves the right to issue no award or cancel or alter the procurement at any time. In addition, UA reserves the right to extend the proposed RFP period, if needed at their sole discretion. Proposals containing the lowest cost may not necessarily be awarded as UA recognizes that factors other than costs are important to the ultimate selection of a PBM partner for their benefit plan.

Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based on the results of the evaluation, UA will award the contract to the most advantageous Bidder. Any contract awarded hereunder shall be subject to the approval of the University President and Board of Trustees with all appropriate governmental officials in accordance with applicable state laws and regulations.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms contained in the solicitation package must be completed in full and submitted along with the Technical Response and Price Proposal Worksheet, which combined, will constitute the offer. This RFP and your response, including all subsequent documents provided during this RFP process will become part of the contract terms and policy between the parties.

Segal serves as the ongoing consultant for UA and has been retained to assist in the evaluation of the proposals for completeness and responsiveness. Each proposal shall be evaluated in accordance with the selection criteria and other relevant factors such as, but not limited to, the ones listed below:

* Cost of the proposed benefits and/or services and any “value added” terms, conditions, and services.
* The PBM's ability to offer a proposal based on the lowest net cost (post rebates, fees and member cost share) on a per member per month basis.
* Qualifications of the PBM including financial capacity, staffing, and availability of staff to work with UA during Open Enrollment.
* The PBM's experience with comparable plans; commitment to such plans; experience offering such plans to employers.
* The PBM's ability to provide exceptional prior authorization and other utilization management programs.
* The PBM’s ability to maintain a copay assistance/accumulator program.
* The PBM's ability to educate and communicate with program participants.
* The PBM's ability to minimize member disruption.
* The PBM’s ability to mirror current formulary and work with a 3rd party to implement formulary and utilization management changes if selected by UA. UA will also consider the utilization of the managed formulary from the winning bidder.
* Provide PA, appeals and exception management, and other UM programs AND the ability/willingness to work with EBRx or another third-party provider of those services.
* Pricing proposals should reflect fees for two configurations of services
	+ First, the PBM’s management of all services using the PBMs managed formulary and clinical rules,
	+ Second, all services except formulary management, using UA’s current formulary and 3rd party PA services, appeals and formulary exceptions.
* Confirm University of Arkansas for Medical Sciences (UAMS) Pharmacy is INN and will be the default option in specialty medication distribution when the patient is treated at UAMS.
	+ All other specialty claims can be exclusive specialty to the PBM.
* Ability/willingness to broadly coordinate with health plan TPA UMR with examples including in secondary coverage/COB records, specialty medication PA’s and exclusions.
* It is highly encouraged that the PBM’s pharmacy network is broad, and includes pharmacies such as, but not limited to; Walmart, Walgreens, CVS, Rite-Aid, Kroger, as well as independent pharmacies.

**Background**

The University of Arkansas System (UA, UAS, University or the University) is a public institution of higher education, created by Arkansas law, to provide post-secondary education to the citizens of Arkansas. It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms. The Board has delegated authority to the President of the UA for oversight for all employee benefits plans. As a public entity, the UA is not subject to ERISA.

The University of Arkansas System includes 20 campuses and units dispersed across Arkansas with benefits-eligible employment of approximately 20,300 with approximately 35,000 total lives with dependents. Campuses include the University of Arkansas and the University of Arkansas for Medical Sciences (UAMS). A full listing can be found at <https://uasys.edu/> UA’s goal is to provide a best-in-class pharmacy benefits program, offering excellent benefits, financial soundness, and innovative approaches to improving the health and well-being of our members.

The UA serves approximately 3,400 members in their Premier plan, 32,000 in their classic plan, and 1,500 members in their HDHP plan.

Please refer to the UA System information and benefits information available at <https://uasys.edu/> attached to this RFP plus any additional requirements set forth in this RFP.  UA requires that the Bidder implement the current plan design and administration of the plan as outlined on the website and as specified by UA management.

Several important highlights of the current programs include:

* **Formulary Management** – MedImpact is currently administering a custom Formulary with exclusions and tier selection (see table below) along with Evidence-Based Prescription Drug Program (EBRx).  The formulary is designed to focus on lowest net cost medications and includes elimination of high-cost low value drugs, hyper-inflated brand and generic drugs and multi-source brands. UA requires that NO prescription drug shall be added to the UA formulary unless it has been approved, in writing, by UA management.

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| --- |
| UAS Tiered Grid  |
| Tier | Tier Label | Meaning |
| 1 | 1 | GENERICS |
| 2 | 2 | PREFERRED BRANDS |
| 3 | 3 | NON-PREFERRED BRANDS |
| 4 | 1 | Specialty - GENERICS |
| 5 | 2 | Specialty - PREFERRED BRANDS |
| 6 | 3 | Specialty - NON-PREFERRED BRANDS |
| 10 | 0 | Essential Health Benefits |
| 11 | 0 | PREVENTATIVE DRUGS |
| 12 | RBP | REFERENCED BASED PRICING |
| 13 | EX | FORMULARY EXCLUSIONS |
| 14 | EX | MEDICAL EXCLUSIONS |

* + In addition to the bidder being able to mirror the current set up, UA is asking to review the bidders own managed formulary and applicable clinical rules that the PBM will solely manage in collaboration with UA. UA understands this may lead to significant member disruption and bidders ability to demonstrate mitigation of that disruption will be taken into account on evaluation of this RFP.
	+ EBRx currently handles appeals along with the University and their consultants. The UAMS Evidence Based Prescription Drug program (EBRx) currently provides formulary recommendations, PA development and management, and management of appeals and exceptions requests for the UAS health plan.  EBRx representatives participate in quarterly pharmacy meetings and provide input on an ongoing range of pharmacy management issues.
* **Clinical Program Management** – UA manages Prior Authorization requirements and other clinical management programs such as step therapy and quantity limits with the help of Medimpact and EBRx. UA reserves the right to continue to have input in the utilization management process as it currently does with Medimpact. Additional clinical rules such as DAW penalties, member copay assistance programs, and non-essential drug exclusion strategies are in place and are outlined in the UA Member Handbook.
* **Specialty Program** - UA currently has an Exclusive Specialty arrangement.
* **Copay Assistance Program** – UA utilizes Medimpact’s Variable Copay Solution program and expects the bidders to present their customized copay assistance programs as part of this RFP.
* **MAC List and Formulary Modifications** - UA's membership is very sensitive to price fluctuations and as such is requesting that bidders limit the frequency, number, and magnitude of changes to the UA MAC list and formulary.  It is expected that the chosen PBM will work with UA to limit member disruption from these types of changes.

UA currently has a Transparent pricing arrangement with administrative fees and 100% pass through of pharmaceutical manufacturer revenue that is fully verifiable and auditable from Specialty and Non-Specialty drug utilization.

UA is currently using MedImpact’s Custom Formulary with exclusions and has customized the formulary based on discussions with Medimpact, EBRx, and UA's clinical consultants.  UA is seeking a proposal that will allow UA to use the PBM's lowest net cost formulary and customize such formulary as UA best sees fit based on UA's discussions with the PBM and UA's clinical consultants.

EBRx assists UA and Medimpact in utilization management criteria selected. While this is the current set up, UA is open to reviewing the winning bidders standard utilization management criteria to ensure it can be mirrored in a clinically appropriate way. Any deviation can be discussed in good faith and amended.

1.2 **Objective**

**Bidders can provide only one pricing proposal format. Transparent pricing is required and should include 100% pass-through of all rebates (i.e., formulary rebates, manufacturer admin fees, price protection/inflation protection payments, and any other payments currently received or will be received in the future related to rebates). The pricing arrangements will be evaluated based on the lowest net cost on a per member per month basis after member cost share, fees and rebates, including minimum guaranteed discounts, fees, and minimum rebates.**

Proposals will be reviewed and evaluated for completeness and responsiveness according to UA's selection criteria. Proposals will be considered completed only if the Bidder responds to and meets all of the requirements of this RFP.

*UA reserves the right to award this contract or to cancel this RFP and solicit new proposals if, in UA's sole judgment, the best interests of UA will be served.*

**News Releases**

News releases pertaining to this RFP, or to any services to which it relates, will be made only with prior written approval of UA, which may be withheld for any reason.

**1.3** **Instructions to Bidders**

1. UAS will require all rates and fees proposed to remain firm through the initial three- (3) year term of the contract. In anticipation of annual extensions, if any, UAS will require renewal proposal rates for no less than two years.
2. All bidders submitting a proposal response are required to respond to the “General Questionnaire”.  In addition, vendors must respond to all questionnaires applicable to the coverages being proposed. A written response is required to each applicable question.  Responses that reference a separate attachment in lieu of a direct response may not receive a score.
3. Respondents are required to address each of the requirements of this RFP. Bidder’s responses should contain sufficient information and detail for UAS to further evaluate the merit of the bidder’s response. Failure to respond in this format may result in bid disqualification.
4. Exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, paragraph, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
5. The proposal response is required to be received by Segal and UAS no later than 5:00 p.m. Central Time, Friday, July 28, 2023 (i.e. the proposal due date). For proposals delivered to Segal, it **is preferred your proposal response be submitted electronically using ProposalTech, the web-based proposal tool. You will receive an email with an invitation and instructions to complete the proposal response on ProposalTech (www.proposaltech.com). In the event you are unable to access ProposalTech electronically, hard copies are acceptable. If you are submitting a hard copy to Segal, please send it to:**

Kautook Vyas, PharmD

Vice President, Pharmacy Benefits Consultant

Segal

101 North Wacker Drive, Suite 500

Chicago, IL 60606

Phone: (312) 984-8587

kvyas@segalco.com

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

**For proposals delivered to UAS, Respondents must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e., CD-ROM or USB Flash drive)** labeled with the Respondent's name and the Bid Number, readable by UAS, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207
Attn: Terry Fuquay
Director of Administrative Services**

**The UA System will not accept call-in, emailed, or faxed Proposals.**

1. **IMPORTANT:** Late bids will NOT be accepted. All bidders, regardless of the method of submission (electronic or hard copy), should respond to the RFP in its entirety on or before the proposal due date. Should there be a difference in the delivery time and/or date of the proposal to Segal and to UAS, the delivery time and/or date of the proposal to UAS will determine whether the proposal has been received timely.
2. For a bid submission to be considered responsive, an official authorized to bind the respondent to a resultant contract is required to sign the original bid in the blank provided on the bid cover sheet.
3. All official documents and correspondence shall be included as part of the resultant contract.
4. Bid proposal respondents may deliver their submissions via ProposalTech, or if unable to access ProposalTech, in hard copy or electronically to Dr. Kautook Vyas (kvyas@segalco.com). The Respondent remains solely responsible for insuring that their Proposal is received at the date and time specified. Segal and UAS assume no responsibility for any Proposal not received. Proposals received after the proposal due date and time specified in the RFP will not be considered.
5. UAS intends to award contracts consistent with the approaches identified at the beginning of this RFP. However, UAS reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so. Bids will be rejected for one or more reasons including, but not limited to, the following:

A. Failure to complete the Intent to Bid and meet Minimum Essential Requirements.

B. Failure of the bidder to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.

C. Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.

D. Failure to provide the bid security or performance security, if required (this is not required).

E. Failure to supply bidder references, if required.

F. Failure to sign an Official Bid Document, if required.

G. Failure to sign each questionnaire to confirm the proposed rates.

H. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

**1.4 GENERAL INFORMATION FOR RESPONDENTS**

**1.5 Distributing Organization**

This RFP is issued by the University of Arkansas System Office. The contact listed in this RFP is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent through ProposalTech. If you are unable to send questions through Proposal Tech, then questions can be submitted via email to:

 Dr. Kautook Vyas

 kvyas@segalco.com

 Questions received via Proposal Tech and email will be directly addressed via Proposal Tech, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UA bid solicitation website: <https://hogbid.uark.edu>. During the time between the bid opening and contract award(s), with the exception of Respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

 Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**1.6 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UA’s facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

**1.7 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UA, including all vehicles on UA property.

**1.8 Disputes**

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**1.9 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UA and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

 To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

 When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

‐ Providing, to the extent required by Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non‐visual means;

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

 If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

 State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

 For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

 If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**1.10 Contract Information**

 Respondents should note the following regarding the State’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

 A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. Indemnify or defend that party for liability or damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.

3. Pay all sums that become due under a contract upon default.

4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.

6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.

7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.

3. Include in its Contract that the UA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.

4. Include in its Contract all other terms and conditions stated in this RFP.

5. Acknowledge in its contract that contracts become effective when awarded by UA Purchasing Official.

**1.11 Reservation**

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**1.12 Qualifications of Respondent**

UA may make such investigations as it deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UA all such information and data for this purpose that UA may request. UA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UA that such Respondent is properly qualified to carry out the obligations of the Contract.

**1.13 Non Waiver of Defaults**

Any failure of UA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UA at any time to avail itself of same.

**1.14 Independent Parties**

 Contractor acknowledges that under the Contract it is an independent vendor and is not operating in any fashion as the agent of UA. The relationship of Contractor and UA is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**1.15 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.

**1.16 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

 **Note of Caution**:  Respondents should not attempt to mark the entire Proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary**.

***\*The identification of confidential responses has been turned on in ProposalTech for this RFP. If you feel that a response to a question contains proprietary/confidential information, click the “Disclosure” tab located underneath the question and check the box for “Exemption from Disclosure.” Provide a reason for the exemption in the text field provided. If you do not provide a reason for exemption, the question will not be considered answered. If you have any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84.***

**1.17 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UA cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent’s business, Respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UA regarding any questions of conflict of interest shall be final.

**1.18 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UA. Such notice must be received by the UA Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**1.19 Prime Contractor Responsibility**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

**1.20 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred eighty (180) days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred eighty (180) days or until written notice to the contrary is received from the Respondent, whichever is longer.

**1.21 Warranty NA, Left blank intentionally.**

**1.22 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UA Purchasing Official, in writing, and UA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**1.23 Award Responsibility**

The UA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

 Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

**1.24 Confidentiality and Publicity**

 From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

 News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

 Employees of the Contractor may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UA.

**1.25 Respondent Presentations**

UA reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if the UA chooses to engage such opportunity.

**1.26 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract,in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**1.27 Funding Out Clause**

If, in the sole discretion of UA, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UA to terminate any Contract awarded in order to acquire similar service from a third party.

**1.28 Indicia**

The Respondents and the Contractor acknowledge and agree that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UA that are adopted and used or approved for use by UA (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UA or its Board of Trustees without compensation.

**1.29 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UA and that interpretation shall be final.

**1.30 Time is of the Essence**

Respondent and UA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

**1.31 Formation of the Contract**

At its option, UA may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UA may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents and will include standard UA terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UA, its trustees, officers, employees or agents, including, but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**1.32 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UA.

**1.33 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

**1.34 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**1.35** **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

**1.36 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UA. Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UA financial or reputational harm or damages or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UA subject to termination.

**1.37 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

**1.38 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning, and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UA’s campus.

**1.39 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA as provided by UA’s Board of Trustee Policy.

1.40 **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this RFP or any resulting Contract with UA, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UA’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UA.

**1.41 INTENTIONALLY OMITTED.**

**1.42 Intergovernmental/Cooperative Use of Competitively Bid Proposals and Contracts**

**In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.**

**1.43 Contract Term and Termination**

**The term (“Term”) of any resulting Contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UAS, the Term shall be for an initial period of three (3) years, with option to renew at the end of the contract Term for two (2) additional one-year terms, for a combined total of five (5) years (or 60 months). The UAS may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.**

**a) If at any time the services become unsatisfactory, UAS will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UAS. Additionally, the Contract may be terminated, without penalty, by UAS without cause by giving thirty (30) days written notice of such termination to Contractor.**

**b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.**

**c) In no event shall such termination by UAS as provided for under this section give rise to any liability on the part of UAS, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UAS's sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.**

**The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.**

**1.44 Indemnification and Insurance**

**The successful Respondent or Contractor shall indemnify, defend, and hold harmless UAS, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of UAS by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UAS campuses (whether such activity is authorized or unauthorized by UAS); and (c) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees.**

**The obligation to indemnify UAS shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UAS, UAS in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.**

**The successful Respondent or Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UAS:**

* **Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.**
* **Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.**
* **Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.**

**Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UAS. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor's operations on UAS campuses. Contractor shall also be responsible for payment of workers' compensation insurance for all Contractor's employees as required by the State of Arkansas.**

**Contractor shall furnish UAS with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UAS of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UAS, its trustees, officials, employees, agents or volunteers.**

**Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.**

**1.45 Best and Final Offer**

**UAS reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAS. If UAS chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.**

**1.46 INTENTIONALLY OMITTED.**

**1.47 INSTRUCTION TO RESPONDENTS**

Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**1.48** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided, or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UA to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**1.49 Exceptions**

Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

1.50 Proposals will be publicly opened at the University System Office. Information regarding access to the Proposal Opening will be posted on HogBid five (5) business days prior to the Opening. All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified at the date and time as listed on the coversheet of this RFP (proposal due date). All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

 **Respondents must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline this RFP:**

 **University of Arkansas System**

 **2404 North University Avenue**

 **Little Rock, AR 72207**

 **Attn:** Terry Fuquay

Director of Administrative Services

 **NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time.

 **Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened**.

**1.51** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the Proposal as required will eliminate it from consideration.

**1.52** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.

**1.53** The UA Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UA to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UA.
				2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
				3. Failure to provide the bid security or performance security if required (this is not required).
				4. Failure to supply Respondent references if required.
				5. Failure to sign an Official Bid Proposal Document.
				6. Failure to complete the Official Bid Price Sheet.
				7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

**1.54** **Important Information**
Please note the selection will be based upon the expectation that there will be one primary contact representing and communicating to UAS on each benefit program.

Depending upon qualifications submitted, selection may be a function of the qualifications of one (or more) key Account Representative(s).  If, for any reason, the person(s) is no longer available to provide the services required, UAS reserves the right to cancel any agreement subsequent to this RFP and issue another Request for Proposal.  UAS also reserves the right to change any and all Agent of Record designations for any reason whatsoever if deemed in the best interest of UAS.

UAS reserves the right to reject all proposals submitted for any reason whatsoever and waive technicalities, if deemed in the best interest of UAS.

Sections 2 and 3 of this RFP outline instructions for submitting proposals.  These requirements may be modified or waived at UAS’ request.

2 Bidding Instructions

2.1 **Proposal Instructions**

In addition to the below please note, **all proposals are to also be mailed/delivered to UAS. The date/time of UAS’ receipt determines whether it has been received prior to the proposal due date and time. Section 1, paragraph 5 provides information on how to submit proposals to UAS.**

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

All sections must be answered completely and as outlined in the RFP, using ProposalTech.

Final submissions must be posted with ProposalTech at www.proposaltech.com before the due date and time cited. Access to the eRFP will be locked after that time. Bidders will not be able to post or change their responses.  Late proposals will not be considered. UA reserves the right to ask the bidders follow-up questions through ProposalTech as may be necessary to fully evaluate bidder capabilities.

Please note that these instructions are to be read and followed by each bidder and that failure to follow these instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.  Any mention of “days” in this RFP will refer to calendar days unless noted.

**This RFP and your responses, as well as RFP Addendums, will become part of the conformed contract with UA.**

Please note that this RFP has been copyrighted. All rights are reserved, and it may not be reproduced, distributed or used, except as the basis for your proposal, without the written permission of Segal.

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this RFP. 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. Be sure to review this entire RFP before responding to any of the questions, so that you have a complete understanding of all of UA's requirements with respect to the proposal.

**\*\*\*DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING\*\*\***

1. Provide answers to all questions in your submission.
2. Provide an answer to each question even if the answer is “not applicable” or “unknown.”
3. Answer the question as directly as possible.

* + - If the question asks, “How many…”, then provide a number.
		- If the question asks, “Do you…”, then indicate Yes or No followed by any additional narrative explanation.

4. Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments. However, direct responses to all of the RFP questions must be provided and will be looked upon favorably.
5. Bidder is solely responsible for accuracy/validity of all answers.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where and explain the difference. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service, indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken (if any) to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

All products should be priced individually. If pricing terms are provided for combining services, show the pricing terms as a separate line item.

**Financial Questionnaire Section:** When displaying your proposed fees, all of the elements in the tables in the Financial Section included in this RFP must be used. Please note that pricing terms should be offered on a pass-through basis. Footnotes to the form(s) may be used to provide supplemental explanations, if necessary.  In addition, please provide a Financial Commitment Document, such as a Pricing Commitment Document/Pricing Supplement/ Pricing Summary/ Letter of Agreement that details every pricing component required as well as every exclusion that is part of the RFP.  Please ensure your pricing document explicitly indicates if it abides by the financial requirements listed in the Financial Commitment Requirements Section below.

**Financial Questionnaire and Minimum Contractual Requirements Questionnaire Section:** The Financial Questionnaire and Minimum Contractual Requirements Questionnaire Sections will become part of the actual contract document. The signature ready contract must address all of the items requested in the Minimum Contractual Requirements Section Agreement to the terms and language in these sections will be a critical factor in bidder evaluation and selection and an authorized binding signature will be required.

**Network & Formulary Disruption:** Both a network disruption based on the zip codes of the utilized retail pharmacies in the claims data file and a formulary disruption analysis are necessary in order to award a final contract. The lack of disruption from the current network and formulary will be a major factor affecting the outcome of this proposing process. In order to be considered, your organization must provide data regarding your network and contracted pharmacies. **The basis of this evaluation will include your organization's broadest, national retail network offering for all contracts in addition to your organization's standard formulary with exclusions if selected otherwise the PBM is expected to mirror current benefits and Formulary rules.**

**Segal Contacts:** Do not contact UA directly regarding this RFP. Please direct any questions that you have to Kautook Vyas via the "Ask Question" feature in ProposalTech.

**Intent to Propose:** The completed Intent to Propose form must be submitted via the ProposalTech system by 5pm CT on, Wednesday, June 21, 2023.  The Intent to Propose form will be posted to ProposalTech.  An Intent to Propose form does not bind participants to submit a proposal.

Upon receipt of the “Intent to Propose” form, Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in Segal's system. No data will be issued without first having a signed NDA/Confidentiality Agreement on file.

If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested bidder for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA, or confirmation of an existing NDA on file, the claims data will be released to the bidder.

**Bidder questions:** Any questions regarding this proposal should be submitted directly via ProposalTech using the "Ask Question" feature to Kautook Vyas. Please submit your RFP related questions via ProposalTech to Segal by the close of business, 5:00 P.M. CT, Wednesday, June 28, 2023, if not sooner.  Questions from any potential Bidder will be answered.  Questions sent via email or telephone will not be accepted.

**Submission of proposals:** Proposals are to be submitted electronically via the ProposalTech system by 5:00 Friday, July 28, 2023. Submissions MUST also be submitted via Hogbid to UAS and hard copies as defined in the RFP in section 2.

All decisions and evaluations will be determined from the proposals submitted electronically via ProposalTech and to UAS per Section 1, paragraph 5 of this RFP.

Your proposal should be submitted in the following format:

* Cover Letter
* Section IV: Bid Requirements, Specifications and Qualifications: electronic copy required
* Section V: Financial Questionnaire: electronic copy required
* Section VI: Minimum Contractual Requirements: electronic copy required
* Section VII: Acknowledgment and Statement of Exceptions Form
* Signature Ready Contract, including the Financial Commitment Document (e.g., Pricing Commitment Document/Pricing Supplement/ Pricing Summary/ Letter of Agreement)
* Formulary Disruption Analysis and Completed Charts
* Retail Network Disruption Analysis and Completed Charts
* Required Attachments

**Proprietary Items Exempt from Disclosure:** Bidders must follow the ProposalTech system when responding to the RFP. If any items of this proposal are considered proprietary or confidential, bidders must check the box corresponding to that question’s answer indicating it is exempt from disclosure. Failure to follow these directions will result in your responses being released as part of any FOIA request.

2.2 **Projected Timetable**

The following schedule will apply to this RFP, but may change in accordance with the UAS’s needs:

| **Action/Event** | **Target Date** |
| --- | --- |
| Release of RFP | Wednesday, June 14, 2023 |
| Intent to Propose Form Due | Wednesday, June 21, 2023  |
| Bidder Questions Due | Wednesday, June 28, 2023  |
| Responses to Bidder Questions Posted on HogBid | Monday, July 10, 2023 |
| Proposals Submission Deadline by 5:00 PM CST | Friday, July 28, 2023 |
| Proposals Opening, 10:00 AM CSTNOTE: Attendance at proposal opening is not required. No award will be made. Only names of respondents and a preliminary determination of proposal responsiveness will be made. | Monday, July 31, 2023 |
| Finalist Interviews | Week of September 10, 2023 |
| Notice of Intent to Award | September 2023 |
| New Contract Term Effective Date | Monday, January 1, 2024 |

To avoid elimination from the RFP process, all proposals must be returned in the format and dates outlined in this Bidding Instructions section.

***Note - if you are declining to bid, please indicate so on the Intent to Propose document and officially decline on the "Intent to Participate" page in Proposal Tech.***

2.3 Please submit your Intent to Propose Form by Wednesday, June 21, 2023, 5:00 PM CT. **Claims data will not be released until your Intent to Propose is submitted.**

**Instructions for submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Kautook Vyas) to send to. Once your attachment is uploaded be sure to check the box to include your attachment with the email and then click "Send."**

*Single, Pull-down list.*
1: Completed and sent,
2: Not provided

Attached Document(s): [Intent to Propose Form UA.docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C106424045%3Fdoc_id%3D106424045%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_1462_06%26popup%3D1)

**Scoring Criteria**

Proposals will be evaluated by a committee. Selection will be based on all factors listed below and others implicit within the RFP and will represent the best performance and reasonable costs for UA. In-person presentations may be required as part of the evaluation criteria.

|  |  |
| --- | --- |
| Technical Proposal Section | Maximum Points |
| Bid Conditions, Requirements, Provisions and Qualifications |
| Total | **250 Points** |
| Financial Questionnaire |
| Total | **450 Points** |
| Minimum Contractual Requirements Questionnaire |
| Total | **300 Points** |
| Total Proposal | **1,000 Points** |

3 PBM Services to be Provided

3.1 A number of factors will be considered in the selection process. The primary factors include pricing (lowest net cost per member per month post rebates/ fees/ member cost share), pharmacy network access, formulary management and formulary disruption, contractual compliance, account management services, reporting capabilities, financial stability, performance guarantees, flexibility, references, clinical programs, and member service.

**All bidders are required, at a minimum, to duplicate features and levels of coverage presently offered by UA.**

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

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

4 Bid Conditions, Requirements, Provisions and Qualifications

The following addresses each bid, contract and service requirement. Please review this section thoroughly to determine your ability to meet these requirements. Indicate “yes” or “no” as to your organization's ability to comply. If needed, you will find an *Acknowledgment and Statement of Exceptions Form* (Section 7) towards the end of this RFP. If you are unable to meet any of the following requirements, you must note or reference them on this form. *This form must be returned with your proposal.*

4.1 General Bid Conditions

Should a bidder object to any of UA’s terms and conditions, as contained in this Section, that bidder must propose specific alternative language. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. This alternate wording should be included in the response to the specific question and the Acknowledgment and Statement of Exceptions Form.

All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any of UA’s terms or conditions may result in disqualification of the proposal.

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.1.2 **Intent to Bid:** Any Bidder who receives a copy of the specifications is requested to complete and return the Intent to Bid Form, including providing contact information for a designated data recipient(s) in order to obtain requisite claims data “RFP File” for the proposal's completion. Upon receipt of the “Intent to Bid” form, Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in Segal's system. No data will be issued without first having a signed NDA/Confidentiality Agreement on file. If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested Bidder for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA, or confirmation of an existing NDA on file, Segal will establish a secure workspace and upload the data file(s). A system-generated e-mail will be sent to the Vendor's designated data recipient, containing a link to instructions for accessing the workspace.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [Unlimited]

4.1.3 **Costs for Proposal Preparation:** All costs incurred by bidders in preparing and submitting proposals are the bidders' sole responsibility.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.1.4 **No Commissions** are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.1.5 **Time for Acceptance:** The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time UA and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.1.9 **Confidentiality:** Segal requests that this document be kept in strictest confidence, and it is only under adherence to this request that we are delivering this document to the prospective bidders. This document may be shared only within your organization for purposes of preparing your proposal response. As such, this document may not be copied or reproduced without Segal's and UA's prior written consent for other purposes and will not be disclosed to third parties to whom UA has not previously consented.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.2 General Bid Requirements

4.2.1 **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.3 Required Contract Provisions

The successful bidder's proposal must contain provisions reserving these rights to UA:

4.3.1 **Eligibility Rules:** The bidder agrees to the specified eligibility rules established by UA for covered parties.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

4.3.2 **Eligibility Questions.** Communicate directly with UA staff regarding any uncertain claimant eligibility situations before notifying the claimant directly of an ineligible status.

*Single, Pull-down list.*
1: Yes,
2: No

4.4 Minimum Bid Qualifications

4.4.1 Confirm your organization has at least five years of experience in providing the full scope of PBM services for groups with more than 10,000 covered lives in multi-state employment..

*Single, Pull-down list.*
1: Yes,
2: No

4.4.2 The PBM acknowledges it is compliant with all state and federal applicable regulations and currently not restricted or prohibited from conducting business in all states where UA's members reside or access care.

*Single, Pull-down list.*
1: Yes,
2: No

5 Financial Questionnaire

Bidders are required to complete all financial questions as instructed. Bidders should provide proposed fees and minimum guarantees separately for each year of the initial three-year contract period **followed by up to two additional years on a year-by-year basis if requested by UA** so that UA’s pricing terms keep pace with expected market trends. We ask all bidders to provide a transparent proposal with 100% pass through of all pharmaceutical manufacturer revenue that is fully verifiable and auditable.

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

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

All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of the initial January 1, 2024, to December 31, 2026, contract periods.

5.1 Term/ Termination

The successful bidder's proposal must contain provisions reserving these rights to UA. Any bidder indicating a response of “no” to any question in Section 5.1 may be subject to disqualification.

5.1.1 Confirm the PBM agrees to a three-year Initial Term effective January 1, 2024.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.2 Confirm the pricing will go into effect on January 1, 2024, as long as UA agrees to that pricing by December 1, 2023. Please confirm no document needs to be signed prior to the implementation of the new pricing as long as both parties agree in good faith to the agreed upon financial and contractual terms via email.

*Single, Pull-down list.*
1: Yes,
2: No

5.1.3 Confirm the PBM has attached a signature ready contract incorporating all agreed upon provisions within this RFP and subsequent responses as indicated in this RFP. Please indicate the name of this attachment.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

5.1.4 Confirm the PBM may only terminate the contract with cause in the event of non-payment of claims and administrative fees.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.5 UA reserves the right to **terminate with cause** the contract at any time with 30-days' notice if an effective remedy is not provided to the satisfaction of UA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.6 The UA will have the right to **terminate without cause** the contract given a 90-day notice period without financial penalty to UA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.8 Confirm the PBM agrees to an annual market check, that may start as soon as the second quarter of the first contract year.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.9 Confirm the PBM agrees the market check will be conducted by an independent third party to ensure UA is receiving appropriate current pricing terms competitive within the industry based on its volume and membership.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.1.10 Confirm the PBM agrees it will review the financial terms of UA compared to financial offering presented to similar employers in the marketplace as deemed appropriate as part of this Market Check process and offer improved pricing to UA if there is savings of over 1% in the marketplace.

*Single, Pull-down list.*
1: Yes,
2: No

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

*Single, Pull-down list.*
1: Yes,
2: No

5.1.12 Confirm that the improved pricing terms resulting from the market checks will become effective on the earlier of either the first day of the second and third year of the contract or thirty calendar days following a fully executed amendment, agreement or as long as both parties agree in good faith to the agreed upon financial and contractual terms via email.

*Single, Pull-down list.*
1: Yes,
2: No

5.1.13 Confirm the PBM must provide any renewal pricing in writing with full justification at least 180 days prior to the end of the initial contract term.

*Single, Pull-down list.*
1: Yes,
2: No

5.1.14 Confirm the PBM will allow UA to determine if automatic renewal language should be included in the contract or not.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

 5.2 Financial Contractual Requirements

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

*Single, Radio group.*
1: Yes,
2: No. If “No”, please provide your proposed contractual language: [ 500 words ]

5.2.2 All claims with zero cost to UA, any savings, cost-avoidance, Cash Card Program savings earned by the PBM, whether guaranteed or not, may not be used to offset any under-performance of any pricing guarantee. This includes but is not limited to: non-specialty, manufacturer coupon programs, specialty manufacturer coupon programs, discount card programs, clinical programs, etc.

*Single, Radio group.*
1: Yes,
2: No. If “No”, please provide your proposed contractual language: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.4 The PBM will provide a financial reconciliation report within 90 days after the end of each contractual year, and the report will include the contractual and actual discounts and dispensing fees for each component (e.g. retail brand, retail generic, retail 90 brand, retail 90 generic, mail order brand, mail order generic, specialty brand drugs and limited distribution brand drugs at participating retail pharmacies, specialty generic drugs and limited distribution generic drugs at participating retail pharmacies, specialty brand drugs and limited distribution brand drugs at the PBM's Specialty Pharmacy, and specialty generic drugs and limited distribution generic drugs at the PBM's Specialty Pharmacy).

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

5.2.11 Confirm retail 90 pricing and rebates will apply to all claims that adjudicate at the retail 90 network with greater than 83 days' supply.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.12 Confirm retail 30 pricing and rebates will apply to all claims that adjudicate at the retail 30 network with 1 - 83 days' supply.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.13 Confirm specialty pricing and rebates will apply to all claims that adjudicate at the PBM's specialty pharmacy regardless of days' supply.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

 5.2.15 Will the PBM use an external organization for rebate aggregation for any of UA rebates? If so, which one?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

5.2.16 Confirm Minimum Guaranteed Rebates will apply to all brand prescriptions claims dispensed, not on formulary prescriptions dispensed and not limited to products that should be eligible to receive a rebate based on products from which the PBM receives a rebate.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.17 Confirm all rebates are guaranteed on a minimum (i.e., not fixed or flat) basis, and the PBM will pass through 100% of the rebates, including non-specialty and specialty, from all pharmaceutical manufacturer revenue that that the PBM has received to UA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.18 Confirm the PBM will pay quarterly rebate payments based on the minimum rebate guarantees times the brand prescriptions dispensed in the prior quarter for each respective channel (i.e., not limited to the amount of rebates collected).

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.21 Confirm that lag rebates will continue to be paid to UA throughout the term of the contract until 100% of all earned rebates are paid even after all of the minimum rebate guarantees have been paid.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.25 The PBM will invoice UA twice monthly or weekly for claims and once monthly for the administrative services.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.27 Confirm that if UA disputes all or a portion of any invoice, UA will pay the undisputed amount timely and notify the PBM in writing, of the specific reason and amount of any dispute before the due date of the invoice. The PBM and UA will work together, in good faith, to resolve any dispute. Upon resolution, UA or the PBM will remit the amount owed to the other party, if any, within five (5) business days as the parties agree based on the resolution.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.33 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be modified or amended if UA membership decreases by less than 30%.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.2.35 Confirm the proposed pricing is not part of a coalition pricing arrangement. If it is part of a coalition pricing arrangement, please indicate the name, fees and details of the coalition.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.3 Financial Definitions

5.3.1 Confirm you agree to the following contract definitions:

|  |  |  |
| --- | --- | --- |
|    | Response  | Comments  |
| a.       **“100% Pass Through of Rebates”** – The PBM agrees to pass through 100% of ALL pharmaceutical manufacturer revenue earned to UA and will not charge an administrative fee for this arrangement. The PBM also agrees to disclose details of all other programs and services generating financial remuneration from outside entities, including manufacturers and retailers. The PBM will confirm all of this revenue will be verifiable and auditable.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| b.       Confirm the PBM will pass through 100% of Manufacturer Administrative Fees paid by manufacturers to the PBM in relation to UA’s non-specialty, specialty and overall utilization.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| c.        Confirm the PBM will pass through 100% of Inflation Protection Payments paid by pharmaceutical manufacturers to the PBM in relation to UA’s utilization.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| d.        Confirm the PBM will pass through 100% of rebates invoiced and collected from pharmaceutical manufacturers/rebate aggregators for excluded products that are not included in the minimum rebate and financial guarantee calculations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| e.       **“Rebates”** - Compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer attributable to the purchase or utilization of covered drugs by eligible persons, including, but not limited to, incentive rebates categorized as purchase discounts; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; and administrative or management fees. Rebates also include any fees that PBM receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| f.       **AWP** (Average Wholesale Price) is based on date sensitive, 11-digit NDC as supplied by Medi-Span for all adjudicated claims. In the case where Medi-Span is unavailable, PBM will notify UA of the other nationally-recognized pricing source that will be used in Medi-Span’s absence. If the pricing source is changed, it must be done for the PBM’s entire Book of Business,  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| g.         **Member Copay** - Members will pay the lowest of the following: plan copay/coinsurance, plan-negotiated discounted ingredient cost plus dispensing fee, usual and customary charges (if at retail), MAC (maximum allowable cost) or retail cash price (if at retail) at retail, mail and specialty pharmacies.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| h.       **Members** - All eligible employees and their eligible dependents enrolled under UA’s prescription benefit program.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| i.       **Paid Claims** - Defined as all transactions made on eligible members that result in a payment to pharmacies or members from UA or UA member copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| j.         Confirm the PBM will only charge a fee (e.g., administrative fee or dispensing fee) for Paid Claims and will not charge a fee for reversals, rejected claims, adjustments or reprocessed claims.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| k.         **Client eligibility** - All eligibility records are the sole property of UA. Selling or providing of UA’s eligibility data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with UA. Even if PBM has not "sold" the eligibility data, it is NOT free to use the eligibility data for analyses that they publish or provide to outside industries.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| l.         **Client claims data** - All claims’ data records are the sole property of UA and must be made available upon request to UA and its representatives. Selling or providing of UA’s claims data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with UA. Even if PBM has not "sold" the claims data, it is NOT free to use the claims data for analyses that they publish or provide to outside industries. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| m.         **Maximum Allowable Cost (“MAC”)** - The maximum allowable unit cost of a drug and establishes an upper limit reimbursement price for certain drugs dispensed without regard to the specific manufacturer whose drug is dispensed, and which drugs are identified on a “MAC List”. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| n. **Cash Card Program** – This refers to any program where Members receive prescriptions through a PBM-program or 3rd party vendor that compares cash discounted drug prices to typical Usual and Customary prices and navigates the Member to the lowest cost pharmacy or overrides the cost at their current pharmacy to match the lowest cost price. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| o.**340B Claim** - means a Claim that is identified from a pharmacy which has a 340B status code of “38” or “39” in the NCPDP DataQ database. Additionally, a 340B Claim could mean any other Claim identified by receiving 340B program discounts, pricing, or concessions. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| p. **OTC Claim** - means a Claim that is identified by Medi-Span having an “OTC” value in the MediSpan RxOTCIndicator field. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| q. **Specialty Drug** - means a Drug or Product that is dispensed to a member for any NDC that is contained on the PBM’s provided Specialty Drug List. If a Drug, Product, or NDC is not listed on the Specialty Drug List, it will not be considered a Specialty Drug. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being a Specialty Drug. If the PBM considers a Drug, Product, NDC, or Claim as a Specialty Drug and is New to Market, it will be included in all Specialty Drug pricing guarantees, Specialty Drug adjudication, and Specialty Drug reconciliation. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| r. **Limited Distribution Drug or Exclusive Distribution Drug** – Limited Distribution Drugs (LDDs) and Exclusive Distribution Drugs (EDDs) are subsets of Specialty Drugs. LDDs and EDDs must be indicated in the PBM’s provided Specialty Drug List. If a Drug, Product, or NDC for an LDD or EDD is not listed indicated as an LDD or EDD on the Specialty Drug List, it will not be considered an LDD, or EDD. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being an LDD or EDD. If the PBM considers a Drug, Product, NDC, or Claim as an LDD or EDD and is New to Market, it will be included in all LDD and EDD pricing guarantees, LDD and EDD adjudication, and LDD and EDD reconciliation. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |

5.4 Financial Assumptions and Calculations

5.4.1 Confirm the pricing listed in this proposal reflects the following:

|  |  |  |
| --- | --- | --- |
| **Assumptions**  | **Response**  | **Comments**  |
| a.       Confirm your proposed drug type designation/ classification and pricing source is Medi-Span. If other, please specify. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| b.       Confirm Medi-Span MONY Multisource indicators will be used to indicate Generics with a “Y” and Brands with either an “O”, “M”, or “N”. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| c.      All guarantees, including the aggregate ingredient cost and the aggregate AWP, are calculated using the AWP based on the 11-digit NDC of the actual product and actual package size that is dispensed from the actual date the claim adjudicated.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| d.      The PBM's financial reconciliation that occurs after the end of the contract year will use the lower of the AWP pricing at the point of adjudication or the retroactive AWP pricing, if the pricing source the PBM uses issues retroactive AWP pricing for that annual reconciliation time period. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| e.       All-in generic guarantee inclusive of single-source generics   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| f.        Drugs with an “Insufficient Supply” are included in the guarantees   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| g.       Select, sole source or authorized generics from at least one FDA-approved generic manufacturer with exclusivity, limited supply, limited availability, or limited competition will be included in the generic pricing guarantees and excluded from the brand pricing guarantees.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| h.       No single-source generic or generic drug will be included in the brand drug component for the annual discount guarantee reconciliation.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| i.         Confirm “House Generics”/ Brand claims with a DAW 5 will be included in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| j.       Confirm how the PBM will calculate the “House Generics” or DAW 5 claims AWP that will be used in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| k.       Confirm “House Generics”/ Brand Claims with DAW 5 will be included as brands in the minimum rebate guarantee calculations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| l.       Confirm any rebates derived from “House Generics” or DAW 5 claims will be passed through at 100% to UA.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| m.         Confirm UA will not pay more for any “House Generics” or DAW 5 claims compared to the respective generic equivalent before the application of rebates.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| n.         Confirm members will pay the generic copay for any “House Generics” or DAW 5 claims.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| o.         Confirm all “House Generics” or Brand Claims with DAW 5 will adjudicate at the generic member copay regardless of whether the doctor checks off a DAW on the script.   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| p.         Confirm brands with a DAW code (DAW 1 or DAW 2) requiring the substitution of a brand product over a generic product will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantees.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| q.         Confirm brands with a DAW code of 0, 3, 4, 6, 7, 8, and 9 will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantee calculations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| r.        Confirm any formulary excluded brand products that were adjudicated as a result of an exception process such as for medical necessity will be included in the discount, dispensing fee, minimum rebate guarantees and any rebates associated with such drugs will be passed through at 100% to UA.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| s.         Confirm any penalty amounts paid by the member as a result of the DAW 1 or 2 penalty program will not be used by the PBM in discount guarantee reconciliations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| t.       Member Cost Share at the point-of-sale is based on the lowest of UA copay/coinsurance, usual and customary charges, negotiated discounted ingredient cost plus dispensing fee or retail cash price.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| u.       Confirm the PBM guarantees that members will always pay the lowest price (member cost share, discounted ingredient cost plus dispensing fee, MAC, U&C). If so, what procedures are established to ensure that the pharmacy is in compliance with this provision? Confirm UA's members will never pay a full co-payment in instances where UA co-pay is greater than the discounted cost plus dispensing fee plus any sales taxes. UA | *Single, Pull-down list.*1: Yes, (If “Yes”, please provide your proposed contractual language outlining your procedures.),2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| v.       All guarantees are calculated before the application of member cost share.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| w.       Confirm all of the proposed dispensing fee guarantees are on a maximum guaranteed basis.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| x.       Confirm that the proposed pricing will apply to UA. Otherwise, clearly identify deviations.  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| y.       The PBM agrees to provide upon request any proprietary algorithms, hierarchy or other logic employed to define a prescription drug as generic or brand, as part of this competitive bid process or at any point during any resulting contract term. | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| z.       Confirm how DAW 9 (brand over generic strategy) claims will be:i. Adjudicated for cost sharingii. Priced at point of saleiii. Reconciled for AWP discount guaranteesiv. Reconciled for Rebate guaranteesv. Reconciled for generic dispensing rate guarantees  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |

5.4.2 Brand and Generic Discount Guarantee Calculations:

|  |  |  |
| --- | --- | --- |
|    | Response  | Comments  |
| a.      Minimum Brand and Minimum Generic Discount Guarantees for retail, mail and specialty shall be defined and calculated as follows: (1-Aggregate Ingredient Cost/Aggregate AWP)  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| b.       Aggregate Ingredient Cost prior to the application of UA specific co-payments (including member paid penalties) will be the basis of the calculation.   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| c.        All guarantee measurements will be calculated prior to the application of member cost share (including member paid penalties).  | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| d.       Dispensing Fees are not included in the Aggregate Ingredient Cost.   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| e.         Guarantee reconciliation will not be limited to net cost claims.  Zero balance due claims, zero amount claims, and excessive copay claims will be included in all pricing guarantee calculations at the discounted cost before copay.                                                                                                                                                                                                                            | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| f.         Both non-MAC, MAC, single-source and multiple source generic products are to be included in the generic guarantee measurement.   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| g.         The guarantee measurement and under-performance payments owed must exclude the savings impact from DUR programs, formulary programs, utilization management programs, and/or other therapeutic interventions.   | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |
| h.         Confirm all of the proposed discount guarantees are on a minimum guaranteed basis (i.e., not a flat, fixed or locked basis) and any discount achieved beyond the minimum guarantee will be passed on to UA.    | *Single, Pull-down list.*1: Yes,2: No (If “No”, please provide your proposed contractual language.) | *500 words.* |

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

|  |  |  |
| --- | --- | --- |
| **List of Products**   | **Response**   | **Comments**   |
| a.       Compounds   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| b.       340b Pharmacy Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| c.       Out of Network Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| d.       Paper Submitted Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| e.       Secondary Payor Claims (COB or Subrogation)   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| f.       Vaccines   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| g.       Over the Counter (OTC) Products that are not Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips/ Contraceptives/ Smoking Cessation Products   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| h.       All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (Including those considered as OTC Products)  | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| i.       Prescription Vitamins, Smoking Cessation Products, Contraceptives (Including those considered as OTC Products)  | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| j.       Lipid Disorder – PCSK9 Products   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| k.       Long Term Care (LTC)   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| l.       Home Infusion   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| m.       Indian Health Services and Tribal Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| n.       Ancillary Supplies   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| o.       HIV Products. If included, confirm if HIV products are included with the specialty or the non-specialty guarantees.   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| p.       Transplant Medications. If included, confirm if Transplant products are included with the specialty or the non-specialty guarantees.   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| q.       Biosimilars and Interchangeable Biosimilars | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| r.       Veteran Administrative claims | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| s.       Multi-source brand claims | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| t.       Claims from specific States (please list) | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| u.      Products subject to patent actions | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| v.      Limited Distribution and Exclusive Distribution Drugs (New to Market and non-New to Market) | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| w.      New to Market Drugs – Specialty and non-Specialty | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| x.      Other – Please list all – any Drugs, Products, or categories not indicated as excluded in this section or sections “a” through “w” will be counted as included in the RFP evaluation and in the resulting contract.  | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |

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

|  |  |  |
| --- | --- | --- |
| **List of Products**   | **Response**   | **Comments**   |
| a.       Compounds   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| b.       340b Pharmacy Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| c.       Out of Network Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| d.       Paper Submitted Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| e.       Secondary Payor Claims (COB or Subrogation)   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| f.       Vaccines   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| g.       Over the Counter (OTC) Products that are not Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips/ Contraceptives/ Smoking Cessation Products   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| h.       All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (Including those considered as OTC Products)   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| i.       Prescription Vitamins, Smoking Cessation Products, Contraceptives (Including those considered as OTC Products)  | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| j.       Lipid Disorder – PCSK9 Products   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| k.       Long Term Care (LTC)   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| l.       Home Infusion   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| m.       Indian Health Services and Tribal Claims   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| n.       Ancillary Supplies   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| o.       HIV Products. If included, confirm if HIV products are included with the specialty or the non-specialty guarantees.   | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| p.       Transplant Medications. If included, confirm if Transplant products are included with the specialty or the non-specialty guarantees.  | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| q.       Biosimilars and Interchangeable Biosimilars | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| r.       Veteran Administrative claims | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| s.       Multi-source brand claims | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| t.       Claims from specific States (please list) | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| u.      Products subject to patent actions | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| v.      Limited Distribution and Exclusive Distribution Drugs (New to Market and non-New to Market) | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| w.      New to Market Drugs – Specialty and non-Specialty | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |
| x.      Other – Please list all – any Drugs, Products, or categories not indicated as excluded in this section or sections “a” through “w” will be counted as included in the RFP evaluation and in the resulting contract. | *Single, Pull-down list.*1: Included,2: Excluded | *500 words.*Nothing required |

5.4.5 Using UA's detailed claim-by-claim prescription drug data, provide an exhibit with SegalID, NDCs, and the reasoning for any exclusion based on UA's applicable claims that are excluded from your non-specialty and specialty drug pricing guarantees (discount, dispensing fee, and/or rebate). Provide your response in the attached file “PBM RFP – Drug Pricing Product Exclusions.xlsx” **(Provide name of attachment(s))**

*500 words.*

5.5 Administrative Fees

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Broad Retail 30 Network with all retail chains/ Retail 90/Mail order/Exclusive Specialty/ 100% Rebate Pass ThroughPROPOSAL ADMINISTRATIVE SERVICES** | **1/1/2024-12/31/2024**  | **1/1/2025-12/31/2025**  | **1/1/2026-12/31/2026**  |
| *Administrative Fee – Per Member Per Month*  | *Dollars.* | *Dollars.* | *Dollars.* |
| *Administrative Fee – Per Claim*  | *Dollars.* | *Dollars.* | *Dollars.* |
| *Administrative Fee – Per Employee Per Month* | *Dollars.* | *Dollars.* | *Dollars.* |
| *Administrative Fee – Flat Amount Per Year* | *Dollars.* | *Dollars.* | *Dollars.* |

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

|  |  |  |
| --- | --- | --- |
| **Broad Retail 30 Network with all retail chains/ Retail 90 /Mail Order/ Exclusive Specialty/ 100% Rebate Pass Through ProposalPROPOSED ADMINISTRATIVE SERVICES**   | **Are the services included with the proposed Administrative Fee:** | **If not, Indicate the proposed fee amount** |
| *Toll Free Phone Lines*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Monthly Data Feeds to UA or Designee(s)*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Prospective /Concurrent DUR*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Standard Reports*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Ad Hoc Reports*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *COB Program*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Utilization Management Fees* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Dose Optimization Program*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Prior Authorization Program*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Step Therapy Program*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Quantity Limitations*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Overrides*  | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Custom System Overrides*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Standard 1st level appeals processing*  | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Standard 2nd level appeals processing*  | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Urgent appeals processing*  | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Appeal Services for Utilization Management, formulary and benefit reviews* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Urgent Appeal Service for Utilization Management, formulary and benefit reviews* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Annual EOB Statements*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Retro Termination Letters*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Group Coding*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Drug Notification Letters*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Formulary Administration/Management*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *ID Cards (Including new and replacement ID cards)*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Pharmacy Directories and other member materials*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Retail Pharmacy Network Audit Recovery Fees*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Compound Drug Management*   | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Fraud Waste and Abuse Program* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Opioid Management Program* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Medicaid/Medicare Subrogation Claims* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Paper Claims* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Retrospective DUR* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Prescribing* *Fees* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Influenza Vaccination Program – Administration Fee* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *Non-Influenza Vaccination Program – Administration Fee* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| *COVID-19 Vaccination Program – Administration Fee* | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* |
| Other  | *Single, Pull-down list.*1: Yes,2: No | *100 words.* |

5.5.3 Detail all services and supplies to be provided under your basic fees that are not included in your above responses.

*500 words.*

5.5.4 List any services and supplies and their respective fee that are not included in the base administrative fees.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.7 Do you offer a Vaccine Program? If so, what is the cost for Influenza and Other Vaccines at Participating Pharmacies if not listed above? Please ensure to include the Ingredient Cost, Dispensing Fee, Professional Service Fee, Program Fee and any other cost/fee in your description below.

*500 words.*

5.5.8 How will your system ensure retail pharmacies will only charge members $0 for ACA vaccines and won't charge any additional administrative fees to the member?

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.10 Confirm all data related services are included under the base administrative fees, including ad hoc reporting, electronic claims files, plan design options, custom mailings, etc. In addition, detail any data-related service fees not included in the base administrative fees.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.12 The PBM will maintain all pertinent records for seven years. This is in conjunction with prudent business practices. The PBM will be in charge of the safekeeping of plan experience information and, in the event of contract termination, would be required to cooperate with UA, or their representative, in the orderly transfer of this plan experience information to UA or its designated succeeding health plan/carrier.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.13 The PBM agrees to provide online, real time, claim system access at all times to UA or its designee, including access to at least 3 years of historical claims data and eligibility information, up to three (3) years following termination of the agreement.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.14 Provide information regarding the online system portal that is accessible to UA in order to run ad-hoc claims data reporting. Provide samples of the custom reporting accessible via this system.

*500 words.*

5.5.15 The PBM agrees to maintain sufficient system capacity to meet the service specifications outlined herein and subsequently in the agreement(s) between your company and UA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.16 Confirm the PBM will notify UA if the PBMs claim system experiences or is scheduled to experience delays or shut down that either: a) exceeds your internal standards in this area, or b) would have an adverse impact on claim payment or customer service.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.5.17 Confirm that postage is included for any mailings.

*500 words.*

5.5.18 Confirm that quoted fees include postage paid mail order envelopes for member prescription submission.

*500 words.*

5.5.19 Will there be any additional charges if plans/benefits are restructured or new classes of eligible members are added? If so, how are these charges determined and state amount of charges?

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.6 Prescription Drug Pricing

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

**TRANSPARENT RETAIL PRICING WITH 100% PASS THROUGH REBATES PROPOSAL.**

**UA IS REQUESTING REBATE GUARANTEES FOR THE CURRENT CUSTOM FORMULARY AS WELL AS THE PBM’S MANAGED FORMULARY.**

Notes:

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

5.6.1 **Year 1 (1/1/2024-12/31/2024)**

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

5.6.2 **Year 2 (1/1/2025-12/31/2025)**

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

5.6.3 **Year 3 (1/1/2026-12/31/2026)**

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

5.7 Specialty Pharmacy Program Pricing

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

*500 words.*

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

*500 words.*

5.7.3 How does the PBM define a Biosimilar Drug?

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ Unlimited ]

5.7.5 Provide an AWP-based pricing list **in Excel** of all specialty pharmaceuticals, including biosimilars plus Limited Distribution Drugs **that the PBM has access as well as those that the PBM does not have access**, that your company dispenses and distributes to providers and patients for your proposed specialty pharmacy program. Your pricing must include adequate supplies of ancillaries such as needles, swabs, syringes, and containers. The following items must be included in your list:
a. Product Name
b. Therapeutic Group/Therapeutic Category
c. NDC
d. Guaranteed Minimum AWP Discount and Dispensing Fee for all specialty pharmacy program prescriptions for the specialty arrangement
e. Limited Distribution Drug Designation/ Exclusive Distribution with Access
f. Limited Distribution Drug Designation/ Exclusive Distribution without Access
g. Biosimilar Designation.

h. New to Market Designation.

*Single, Pull-down list.*
1: Attached,
2: Not provided

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

*500 words.*

5.7.7 Confirm you provided the most recent Biosimilar Indicator in the attachment for the previous 5.7.5 question. If not, please provide your proposed Biosimilar Drug List with NDC-11 in an Excel File that will be in place.

*500 words.*

5.7.8 How often does your organization evaluate specialty drug classifications? What is the process that your organization uses to move drugs from a specialty drug classification to a non-specialty drug classification? How much notice will be provided to UA and affected members prior to the change? Will you allow UA the ability to reject any changes in such classification without any impact to pricing guarantees?

*500 words.*

5.7.9 What is the process that your organization uses to move drugs from a non-specialty or specialty drug classification to a limited distribution drug classification? How much notice will be provided to UA and affected members prior to the change? Will you allow UA the ability to reject any changes in such classification?

*500 words.*

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

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

5.7.11 Confirm that pharmacy access to Specialty Drugs has no impact in the proposed rebate minimum guarantees. In other words, confirm that Specialty Drugs that the PBM has access to through their owned or affiliated specialty or mail order pharmacies and Specialty Drugs that the PBM does not have access to through their owned or affiliated specialty or mail order pharmacies will be included in the proposed Specialty Rebate Minimum Guarantee below.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

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

*500 words.*

5.7.13 Complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Specialty Drugs Dispensed at Participating Retail Pharmacies (30 days’ supply)** | **1/1/2024-12/31/2024**  | **1/1/2025-12/31/2025**  | **1/1/2026-12/31/2026**  |
| Overall Effective Discount (OED) Guarantee for Specialty Brand Drugs (including every Brand NDC on PBM’s proposed Specialty Drug List) | *Percent.* | *Percent.* | *Percent.* |
| Overall Effective Discount (OED) Guarantee for Specialty Generic Drugs (including every Generic NDC on PBM’s proposed Specialty Drug List) | *Percent.* | *Percent.* | *Percent.* |
| Confirm all Limited Distribution, Exclusive Distribution, and New to Market Specialty Drugs will be included in the above OED guarantees | *500 words.* | *500 words.* | *500 words.* |
| If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution, Exclusive Distribution, and New to Market Specialty Drug Brand Guarantee for those products that are dispensed at a Participating Retail Pharmacy | *Percent.* | *Percent.* | *Percent.* |
| If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution, Exclusive Distribution, and New to Market Specialty Drug Generic Guarantee for those products that are dispensed at a Participating Retail Pharmacy | *Percent.* | *Percent.* | *Percent.* |
| If not, then please indicate the New to Market Specialty Drug Discount Guarantee  | *Percent.* | *Percent.* | *Percent.* |
| Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs, Biosimilars and New to Market products) | *Dollars.* | *Dollars.* | *Dollars.* |
| Administrative Fee Guarantee - Per Prescription (if not included in the proposed Administrative Fee) | *Dollars.* | *Dollars.* | *Dollars.* |
| Minimum Rebate Guarantee – Per Brand Prescription (Passed Through at 100% and including every Brand NDC on PBM’s proposed Specialty Drug List) | *Dollars.* | *Dollars.* | *Dollars.* |
| Minimum Rebate Guarantee – Per Brand Prescription (Passed Through at 100% and including every Brand NDC on PBM’s proposed Specialty Drug List) |  |  |  |
| Confirm Limited Distribution Drugs and Exclusive Distribution Drugs will be included in the above Rebate –Minimum Guaranteed Per Brand Prescription (Passed Through at 100%).  | *500 words.* | *500 words.* | *500 words.* |
| If Limited Distribution and Exclusive Distribution Drugs are not included in the above Minimum Rebate Guarantee, then please indicate the separate Limited Distribution and Exclusive Distribution Drug Rebate Guarantee (including those that the PBM has access and does not have access).   | *Dollars.* | *Dollars.* | *Dollars.* |
| Confirm any Pricing Exclusion categories from Specialty AWP Discounts and Specialty Minimum Rebate Guarantees.  | *500 words.* | *500 words.* | *500 words.* |

5.7.14 Complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Specialty Drugs Dispensed at the PBM’s Specialty Pharmacy**  | **1/1/2024-12/31/2024**  | **1/1/2025-12/31/2025**  | **1/1/2026-12/31/2026**  |
| Overall Effective Discount (OED) Guarantee for Specialty Brand Drugs (including every Brand NDC on PBM’s proposed Specialty Drug List) | *Percent.* | *Percent.* | *Percent.* |
| Overall Effective Discount (OED) Guarantee for Specialty Generic Drugs (including every Generic NDC on PBM’s proposed Specialty Drug List) | *Percent.* | *Percent.* | *Percent.* |
| Confirm all Limited Distribution, Exclusive Distribution, and New to Market Specialty Drugs will be included in the above OED guarantees | *500 words.* | *500 words.* | *500 words.* |
| If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution, Exclusive Distribution, and New to Market Specialty Drug Brand Guarantee for those products that are dispensed at the PBM’s Specialty Pharmacy | *Percent.* | *Percent.* | *Percent.* |
| If Limited Distribution Specialty Drugs are not included in the above OED guarantees, then please indicate the Limited Distribution, Exclusive Distribution, and New to Market Specialty Drug Generic Guarantee for those products that are dispensed at the PBM’s Specialty Pharmacy | *Percent.* | *Percent.* | *Percent.* |
| If not, then please indicate the New to Market Specialty Drug Discount Guarantee  | *Percent.* | *Percent.* | *Percent.* |
| Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs, Biosimilars and New to Market products) | *Dollars.* | *Dollars.* | *Dollars.* |
| Administrative Fee Guarantee - Per Prescription (if not included in the proposed Administrative Fee) | *Dollars.* | *Dollars.* | *Dollars.* |
| Minimum Rebate Guarantee - **All Current Plan Designs** – Per Brand Prescription (Passed Through at 100% and including every Brand NDC on PBM’s proposed Specialty Drug List) | *Dollars.* | *Dollars.* | *Dollars.* |
| Minimum Rebate Guarantee – **PBM’s Managed Formulary** – Per Brand Prescription (Passed Through at 100% and including every Brand NDC on PBM’s proposed Specialty Drug List) | *Dollars.* | *Dollars.* | *Dollars.* |
| Confirm Limited Distribution Drugs and Exclusive Distribution Drugs will be included in the above Rebate –Minimum Guaranteed Per Brand Prescription (Passed Through at 100%).  | *500 words.* | *500 words.* | *500 words.* |
| If Limited Distribution and Exclusive Distribution Drugs are not included in the above Minimum Rebate Guarantee, then please indicate the separate Limited Distribution and Exclusive Distribution Drug Rebate Guarantee (including those that the PBM has access and does not have access).   | *Dollars.* | *Dollars.* | *Dollars.* |
| Confirm any Pricing Exclusion categories from Specialty AWP Discounts and Specialty Minimum Rebate Guarantees.  | *500 words.* | *500 words.* | *500 words.* |

5.8 Allowances

5.8.1 Please complete the following table:

|  |  |  |
| --- | --- | --- |
| **Allowance**  | **Description**  | **Response**  |
| a.       Implementation  | Place the $ (dollar) Per Member amount or the flat dollar ($) amount you are offering UA. Any unused dollars will move to the general pharmacy program management fund.  | *500 words.* |
| d.       General Pharmacy Program Management  | Place the $ (dollar) Per Member amount or the flat dollar ($) amount you are offering UA for general expenses related to the management of the pharmacy benefits program such as pharmacy claim and rebate audits, communication expenses, clinical programs, consulting fees or be used as a credit against claim invoices. | *500 words.* |

5.8.2 Confirm the PBM will allow UA to rollover any unused allowances to the next contract year or contract if the proposed allowances are on a contract year basis and/or contract term basis.

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.9 Generic Drugs—Dispensing Rate Guarantees

5.9.1 UA values the cost savings associated with generic drugs and aims to work with their PBM partner to continue to improve their Generic Dispensing Rate. Please describe the PBMs strategy to maintain high generic dispensing that balances low costs and effective clinical coverage.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Guaranteed GDR**  | **Retail 30[1 – 83 Days’ Supply]** | **Retail 90[84+ Days’ Supply]** | **Mail Order (84+ Days’ Supply)** |
| 1/1/2024-12/31/2024  | *Percent.* | *Percent.* | *Percent.* |
| 1/1/2025-12/31/2025  | *Percent.* | *Percent.* | *Percent.* |
| 1/1/2026-12/31/2026  | *Percent.* | *Percent.* | *Percent.* |

5.9.3 Confirm PBM will pay dollar for dollar for any GDR shortfall below the guarantee quoted in 5.9.2.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

5.10 Trend Guarantees

5.10.1 Provide the PBM's projected cost based on the proposed formulary and pricing for each contract year (i.e., 1, 2, and 3 separately). The projections should include the projected ingredient cost, dispensing fees, administrative fees, member cost share and rebates. Confirm the savings as a result of the proposed Copay Assistance Program/ Variable Copay Solutions Program are calculated and shown separately. Provide the name of attachment(s).

*500 words.*

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

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Therapeutic Drug Class** | **1/1/2024-12/31/2024**  | **1/1/2025-12/31/2025**  | **1/1/2026-12/31/2026**  |
| Diabetes | *Dollars.* | *Dollars.* | *Dollars.* |
| Inflammatory Conditions (Specialty Only) | *Dollars.* | *Dollars.* | *Dollars.* |
| Multiple Sclerosis | *Dollars.* | *Dollars.* | *Dollars.* |
| Behavioral Health (e.g., ADHD, Narcolepsy, Antipsychotics) | *Dollars.* | *Dollars.* | *Dollars.* |
| Cancer | *Dollars.* | *Dollars.* | *Dollars.* |
| Asthma and COPD | *Dollars.* | *Dollars.* | *Dollars.* |
| Migraine | *Dollars.* | *Dollars.* | *Dollars.* |

6 Minimum Contractual Requirements Questionnaire

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

6.1 Formulary Management

6.1.1 Confirm all Pricing Guarantees in this RFP are based on the PBM's lowest net cost formulary or preferred drug listing, which includes the PBM's standard drug coverage exclusions.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*500 words.*

6.1.4 Provide descriptions of the other formulary options available to UA. There is no need to provide the revised pricing under these alternative formulary options at this time other than the managed formulary requested.

*500 words.*

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

*500 words.*

6.1.6 Provide information of the PBM's process to implement new non-specialty and specialty drug formulary exclusions.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.1.9 The PBM agrees to notify UA and its designee 90 days in advance of when a drug is targeted to be excluded from coverage or moved to/from the non-specialty and specialty preferred drug list. The PBM must provide a detailed disruption and financial impact analysis at the same time. No greater than two percent (2%) of members will be disrupted by any non-specialty and specialty formulary deletions or all deletions in total on an annual basis.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.1.12 The PBM agrees to notify UA or its designee 90 days in advance of when a drug is targeted to change tiers or be moved to or from a preferred or non-preferred non-specialty/ specialty formulary tier. The PBM must provide a detailed disruption and financial impact analysis at the same time.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

6.1.16 Confirm the PBM will provide to UA (electronically via the PBM's website) a complete copy of the Formulary (including preferred, non-preferred and excluded drugs) that is in place for UA's members throughout the life of the contracts. Confirm the PBM will provide to UA a list of specialty drugs that are covered.

*500 words.*

6.1.17 Confirm the PBM will be able to provide a list of the non-preferred brand drugs that are covered by UA upon request at any time during the term of the contract.

*500 words.*

6.1.18 Confirm the PBM will provide a list of the High Cost Tier Drugs that are covered by UA upon request at any time during the term of the contract.

*500 words.*

6.1.19 Confirm the PBM agrees to grandfather UA's current formulary for up to 90 days following the contract effective date with no impact on rebate guarantees if UA requests it.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.1.21 As a reminder, all bidders must complete and submit a formulary disruption analysis based on your proposed formulary with drug exclusions that allows for prior authorization for medical necessity. Results to be included are the number of members that will require a change as well as the number of prescriptions associated with the formulary change. An Excel file that lists the specific drugs that will be negatively impacted (excluded or higher-cost tier) along with the total number of scripts and members impacted for each of these drugs should also be provided. Please provide a summary of your formulary disruption analysis using the table below. **Complete this only for the most recent 4 months of claims data provided (reversals in the data should be netted out in the claim counts and member counts).**

**This is needed for only the proposed Managed formulary. If UA selects to maintain their current custom formulary. This table is expected to have no change.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Type of Change | **Member Impact** | **% of Total Members** | **Number of Scripts Impacted** | **% of Total Scripts (including all brands and generics)** |
| No Change | *500 words.* | *Percent.* | *Integer.* | *Percent.* |
| Positive (higher-cost tier to lower tier) | *500 words.* | *Percent.* | *Integer.* | *Percent.* |
| Negative (lower tier to higher-cost tier) | *500 words.* | *Percent.* | *Integer.* | *Percent.* |
| Moving from covered to not covered/Excluded | *500 words.* | *Percent.* | *Integer.* | *Percent.* |
| Total | *500 words.* | *Percent.* | *Integer.* | *Percent.* |

6.1.22 The PBM will complete and provide the following table for the contract:

**This is needed for only the proposed Managed formulary. If UA selects to maintain their current custom formulary. This table is expected to have no change.**

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

6.1.23 Please provide an attachment that contains Member ID, NDC, claim count, and disruption type (positive, negative (up tier), or excluded) for the most recent 4 months of claims data for drugs subject to disruption.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.1.24 Describe the PBM’s process is negotiating formulary edits with manufacturers. Without becoming a custom formulary, UA may request that certain products be excluded in certain drug classes (but not the entire class). Describe your process of negotiating market share with manufacturers if UA wanted to prioritize a single manufacturer’s product within a given therapeutic class. (i.e. only covering one manufacturer for GLP-1 medications, etc.)

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.2 Clinical Programs

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

*500 words.*

6.2.2 Confirm all pricing submitted is NOT contingent on participation in any proposed clinical management programs, group medical or behavioral health programs proposed by you or any other vendor other than programs that are requested by UA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

6.2.4 Provide descriptions of the PBM's Prior Authorization, Drug Quantity Management, Step Therapy capabilities for non-specialty and specialty drugs.

*500 words.*

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

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*1000 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

6.2.15 Provide descriptions of the PBM's capabilities to use medical claims data and prescription claims data to identify safety and health risks.

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

6.2.23 Provide a description of how on the PBM will manage DESI drugs based on UA's benefits coverage.

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*500 words.*

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

*500 words.*

6.2.29 UA is interested in programs for Cardiovascular Care, Hepatitis Care, Inflammatory + Atopic Conditions Care, Market Events Protection, Multiple Sclerosis Care, Oncology Care, Pulmonary Care, Rare Conditions Care, Neurological Care, HIV Care, and Weight Management Care Value Programs. Describe if the PBM has similar programs in place as well as the cost for these programs, if any.

*500 words.*

6.3 Pharmacy Network Management

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

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*500 words.*

6.3.4 UA's current plan design may require members to fill maintenance drugs at retail 90 after two fills. Is the PBM able to administer this plan design? If so, how does the PBM determine which drugs are “maintenance” drugs and what is the process for the PBM to update that list?

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.3.8 Confirm UA reserves the right to remove any retail pharmacy from its retail pharmacy network.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

|  |  |  |
| --- | --- | --- |
| Type of Change | **Retail 30 Network** | **Retail 90 Network** |
| Number of Currently Utilized Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit | *Integer.* | *Integer.* |
| Number of Members that are Using those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit | *Integer.* | *Integer.* |
| Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit | *Integer.* | *Integer.* |
| Number of Currently Utilized Retail Pharmacies that are Part of the Proposed Network | *Integer.* | *Integer.* |
| Number of Members that are Using Those Retail Pharmacies that are Part of the Proposed Network | *Integer.* | *Integer.* |
| Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Part of the Proposed Network | *Integer.* | *Integer.* |

6.3.14 Provide a summary of the Top 3 Currently Utilized Retail Pharmacies that are Not Part of the Proposed Broad Retail 30 Network based on impacted number of members, Location of Pharmacies, Number of members that use each of those pharmacies and Number of prescriptions that use each of those pharmacies.

|  |  |  |  |
| --- | --- | --- | --- |
|    | Out-of-Network Retail 30 Pharmacy #1  | Out-of-Network Retail 30 Pharmacy #2  | Out-of-Network Retail 30 Pharmacy #3  |
| Name | *10 words.* | *10 words.* | *10 words.* |
| City, State | *10 words.* | *10 words.* | *10 words.* |
| # of Members | *Integer.* | *Integer.* | *Integer.* |
| # of Scripts | *Integer.* | *Integer.* | *Integer.* |

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

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

6.3.16 UA currently has an exclusive specialty arrangement with Medimpact’s specialty pharmacy. UA is considering expanding their specialty pharmacy network to include a handful of other specific specialty pharmacies located in Arkansas. UA would not consider this an open specialty network, but rather a limited specialty network. Please confirm your ability to manage this expanded specialty pharmacy network. Please confirm pricing is not contingent upon an exclusive arrangement solely with the PBM’s owned or affiliated specialty pharmacy.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.4 Copay Assistance Program

6.4.1 The PBM agrees to have programs in place to counter the use of manufacturer's coupons/ copay assistance cards for non-specialty drugs and specialty drugs that promote the dispensing of higher cost brand name drugs when a lower cost generic or alternative is available. Describe the PBMs strategy to combat the use of manufacturer's coupons/ copay assistance cards. Confirm there is no cost to UA for this program.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.2 Confirm you can administer a specialty drug, including specialty generic products and biosimilars, variable copay plan design/ copay assistance program to leverage available specialty drug and biosimilar manufacturer patient assistance programs at both Retail and Specialty Pharmacies. Indicate if the proposed copay assistance program is managed by the PBM or an external vendor. Indicate the name of the external vendor, if applicable.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.3 Confirm your proposed copay assistance program/ variable copay plan design program will not seek assistance from charitable foundations and will not require members to provide personal income and financial information to the copay assistance program. Confirm assistance from charitable foundations will not be mandatory and will only be optional at the member's request.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.4 Confirm you can administer a non-specialty drug variable copay plan design to leverage available **non-specialty** drug manufacturer patient assistance programs at Retail.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.5 If you don't have a variable copay program for non-specialty drugs at retail, please indicate so and provide your plans to develop one within the next 12 months.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.6 For the variable copay plan design currently administered, confirm the PBM will be able to exclude the portion of cost funded by the manufacturer from a member's accumulators (i.e., out-of-pocket maximum).

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.7 Provide your estimated member impact and claims impact as a result of this variable copay program for non-specialty drugs and specialty drugs. Provide the name of the attachment(s).

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.8 Provide your estimated savings as a result of this variable copay program for non-specialty drugs and specialty drugs. Provide the name of the attachment(s).

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.9 Provide your estimated **guaranteed** savings as a result of this variable copay program for non-specialty drugs and specialty drugs. Provide the name of the attachment(s).

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.10 Provide a list of drugs, and the respective monthly/annual copay limit, included in your variable copay plan design. Provide the name of the attachment(s).

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

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

*500 words.*

6.4.12 State whether your PBM currently does (or will) work with outside vendors like Payer Matrix[1] selected by UA and not the outside vendor selected by the PBM. (Note: A “no or yes” response is not a positive or negative response in terms of RFP exercise.)

[1]Payer Matrix, LLC is a Specialty Drug Cost Containment Company who partners with commercial plans, Taft Hartley Funds, and TPAs in the industry to help mitigate the financial risk and growing liability related to specialty drug costs. Payer Matrix focuses on procuring alternative funding for specialty drugs, providing a substantial cost saving to our clients and members who may not otherwise have this type of discounted access to the medication they need. (https://www.payermatrix.com/)

*Single, Radio group.*
1: Yes, explain: [ 500 words ] ,
2: No

6.4.13 Describe how the PBM expects to maximize the available copay assistance programs for certain non-specialty products that are also dispensed via the Specialty Pharmacy such as HIV and Transplant products.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.14 Confirm whether drugs from manufacturers Abbvie and Johnson & Johnson are included in your copay assistance program.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.4.15 Confirm whether UA would have the ability to shift non-specialty drugs into the specialty channel in order to leverage coupons for these non-specialty drugs. Describe how AWP discounts and rebates would be calculated and reconciled for these specific products.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.5 Audit Rights

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.5.9 The PBM agrees to a 30 calendar day turnaround time to provide the full responses to all of the sample claims, suspected errors and claims audit findings regardless of the number of claim samples sent to the PBM or the number of years that encompass the scope of the audit.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.5.10 UA or its designee will have the right to audit to the greater of 12 pharmaceutical manufacturer contracts or the pharmaceutical manufacturer rebate contracts that account for 70% of the total rebate payments during the selected audit period during an on-site rebate audit. Confirm these are actual pharmaceutical manufacturer contracts and not contracts with a rebate aggregator.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No, please explain: [ 500 words ]

6.6 Implementation

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

*Single, Pull-down list.*
1: Yes,
2: No

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.6.3 Provide information on how prior authorizations and step therapies will work for those members that have already gone through the process prior to the implementation date assuming you'll receive a claims history file and a prior authorization file for only the past 12 months. Provide information how these members will be impacted at a retail pharmacy.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.6.5 The PBM agrees to waive any charges to UA or UA's medical plan claims administrators such as a set-up fee, a programming fee, or a monthly fee, for establishing a connection with a Third Party Administrator/Claims processor for real-time, bidirectional data integration, including non-standard data integration formats.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.6.8 The PBM will have a member-friendly website as well as UA's specific 800-telephone number available to all plan members prior to the go-live date.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.7 Member Service and Account Management

6.7.1 The PBM agrees to provide appropriately trained designated account resources including, but not limited to, an implementation manager, strategic account executive, clinical director - pharmacist, account manager, claims advocate and an underwriter/financial analyst. Please include an organization chart which outlines the proposed UA account management team model being proposed, including team member names, titles, and biographies as an attachment.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.7.4 UA reserves the right to review, edit, or customize any communication from the PBM to its membership.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.7.8 Describe how the PBM will ensure that unnecessary duplicate ID cards will not be created nor incorrectly charged to UA when receiving and loading eligibility files.

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

6.7.11 Confirm the PBM will provide a dedicated 1-800-telephone number is to be available for all plan members and should only be used for UA's members. That dedicated member service call center number shall be available 24 hours a day/ 7 days a week and will be staffed with customer service representatives who are fully trained on UA plans and benefits.

*Single, Pull-down list.*
1: Yes,
2: No

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

*Single, Pull-down list.*
1: Yes,
2: No

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.7.18 Describe your organization's process for providing training to member service representatives who will serve a senior membership.

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Multi, Checkboxes.*
1: Website,
2: Mobile app,
3: Call center

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

6.7.33 Confirm the bidder must agree to a 90-day advance notice of any changes in suppliers or subcontractors for services such as specialty pharmacy or other products and services.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

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

6.7.35 Please provide the following information regarding your organization:

|  |  |
| --- | --- |
|   | **CY 2021** |
| Total Number of Covered Lives | *Integer.* |
| Total Number of Scripts Dispensed | *Integer.* |
| Total AWP Dollars Processed | *Integer.* |
| Total Number of Pharmacy Benefit Client Accounts | *Integer.* |
| Total Number of Pharmacy Benefit Client Accounts with over 18,000 covered lives | *Integer.* |
| Major Owners of the Organization | *500 words.* |

6.7.36 Please provide the following information regarding the proposed call center:

|  |  |
| --- | --- |
|  | **CY 2021** |
| Location | *20 words.* |
| Days of Operation | *20 words.* |
| Hours of Operation | *20 words.* |
| Percent of Calls Abandoned | *Percent.* |
| Average Number of Seconds to Reach Representative | *Decimal.* |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name of Team Member** | **Years of PBM Experience** | **Number of Assigned Accounts** | **Location** |
| Strategic Account Executive | *5 words.* | *Decimal.* | *Integer.* | *20 words.* |
| Account Manager | *5 words.* | *Decimal.* | *Integer.* | *20 words.* |
| Clinical Pharmacist | *5 words.* | *Decimal.* | *Integer.* | *20 words.* |
| Implementation Manager | *5 words.* | *Decimal.* | *Integer.* | *20 words.* |
| Claims Data Analyst | *5 words.* | *Decimal.* | *Integer.* | *20 words.* |

6.7.38 Please provide the PBM's Book-of-Business Turnover Rate for the following divisions:

|  |  |
| --- | --- |
|   | **CY 2021** |
| Overall Book-of-Business | *Percent.* |
| Call Center Representatives | *Percent.* |
| Strategic Account Executives | *Percent.* |
| Account Managers | *Percent.* |
| Client-Facing Clinical Pharmacists | *Percent.* |

6.7.39 Please provide three references for clients similar to UA that UA may contact. a. One would be a current client that has been with the PBM for three years. b. The second would be a new client that went through the implementation process within the past 6-12 months. c. The third would be a client that terminated the PBM.

*500 words.*

6.8 Legal Responsibilities

6.8.1 **General Compliance:** All bidder services must adhere to relevant federal and state laws and regulations, including those that govern the privacy of medical information.

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Agree,
2: Disagree, explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.8.15 Confirm the PBM will agree to handle claims/appeals processing in accordance with the minimum requirements of ERISA as amended by the Patient Protection and Affordable Act (PPACA).

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.8.16 Confirm the PBM will agree to be responsible for selecting and contracting the external review organizations sufficient to allow UA to comply with ERISA as amended by the PPACA.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

6.9 Implementation and Ongoing Service Performance Guarantees

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

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

6.9.5 Confirm the PBM will provide separate nonfinancial performance guarantees for the Retail 90 prescriptions or include them with the nonfinancial performance guarantees for the proposed retail 30 network.

*500 words.*

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

*500 words.*

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

*500 words.*

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

*500 words.*

6.9.9:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | **Requested Standard** | **Indicate the PBM’s Proposed Standard if Different from Requested Standard** | **Measurement Criteria (BOB or Client specific)** | **Timing of Measurement and Payments (Quarterly or Annually)** |
| **Implementation Performance Guarantees** |   |   |   |   |
| Clean Implementation | There will be 0.0% systems errors, 0.0% ID card delays, and UA will have access to 100.0% of the tools prior to effective date  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Implementation Timeline | Implementation team will be assigned and introduced to UA at least 3 months in advance of effective date and 100.0% of key milestones will be achieved.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Implementation Team | Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for UA's program  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Implementation Satisfaction Scorecard | UA will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| **Ongoing Performance Guarantees** |  |  |  |  |
| **Payment Accuracy & System Performance** |   |   |   |   |
| Protected Health Information  | PBM guarantees no incidents in violation of HIPAA Security Rules, which results in a transmission of electronic PHI for UA's covered members.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Plan Administration Accuracy  | 100.0% of all claims will adjudicate based on UA design set up.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Pricing Change Accuracy  | Implementation of all pricing changes will be 100% accurate.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Financial accuracy (electronic and paper claims)  | Percentage of claim payments made without error relative to the total dollars paid will be at least 99.5%. This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
|  |  |  |  |  |
| System Downtime  | At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Invoicing Errors  | All invoicing errors will be credits back to UA by next billing cycle or PBM will pay interest.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Claims Eligibility Data  | Eligibility loads not to exceed 24-hours after receipt.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Eligibility Data Error Reporting  | Eligibility file error reporting on all clean eligibility file updates will be provided to UA within 1 business day after receipt. Eligibility file error reporting on all eligibility file updates will be provided to UA within 2 business day after receipt. This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Eligibility Processing Accuracy | 100% of usable, error-free program eligibility files received by the PBM will be loaded without error. This is measured and reported on a contract year basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Eligibility Error Rate Audits  | Error rate identified through quarterly audits shall not exceed, on an average basis, 2%.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Retail Pharmacy Audit  | 100% of participating retail pharmacies will be subject to automated review audits and 20% of participating pharmacies will be subject to further investigation (e.g., desk audits, on-site audits, etc.) as a result of the automated review audits. The PBM will perform daily review audits of claims that pay over $1,000. This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Pharmacy Audit Resolution  | 48 hours after receipt of findings.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Retail Pharmacy Turnover  | Less than 5% of retail pharmacies will leave the retail network.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Network Pharmacy Geographic Access  | The PBM agrees that at least 95% of members, based on Plan-supplied eligibility, will have access to a network pharmacy within a five-mile radius of their residence in the PBMs Network Program, if there is an existing pharmacy within that radius. The PBM agrees to cure within 90 days, if the percent drops below the above stated percentages. This is measured and reported on an annual basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Claims Detail File  | All claims detail files sent to external vendors will be provided within 8 days of request or scheduled delivery date.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| **Account Management** |   |   |   |   |
| Contracting Cooperation | Response to recommended contract language changes within 10 business days.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Client Approval of Member Communications  | 100% of all member communications will be approved by UA - exceptions for drug recalls and urgent patient safety communications.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Online Reporting Data Availability | Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month.  This is measured and reported on annual basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Delivery of Standard Reports  | The PBM will deliver all standard reports to UA within 30 days of end of reporting quarter.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Accuracy of Standard Reports  | All standard reports provided will be 100% accurate.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| PBM Account Team's Performance  | The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between UA and the PBM at the beginning of such Contract Year) from the Company's benefits staff.  This is measured and reported on an annual basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Account Management Turnover  | Account team members will remain constant for at least the first 18 months of the contract period, unless a change in account management staff is requested by UA.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Account Management Reporting  | The Account Manager will provide a monthly status report that highlights outstanding open issues and will be available to meet with Client on a monthly basis to discuss the status report.  This is measured and reported on a contract year and Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Account Management Client Meetings  | During first quarter after the Effective Date, the PBM will be available to meet with UA on a minimum of a monthly basis and thereafter on a minimum of a quarterly basis.  This is measured and reported on a contract year and Plan specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Account Management Responsiveness/ Initial Issue Resolution – UA Staff Involvement / Escalation | PBM will resolve all issues, including member issues that required the involvement of UA's staff due to incorrect or incomplete information being provided by the PBM, within two business days.  If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum.  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Account Management Responsiveness/ Final Issue Resolution – UA Staff Involvement / Escalation | PBM will ultimately resolve 100.0% of issues brought up by UA within 14 business days. If not, a $5,000 penalty will be applied per case, up to the total annual maximum. UA may allocate 0% to 100% of the total dollars at risk for this Ongoing Performance Guarantee. This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| **Member Services** |   |   |   |   |
| Paper Claims Turnaround  | 95% of prescriptions reimbursed within average of 10 business days and 100% within average of 14 business days.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| ID Cards Mailing  | 98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Replacement ID Card Mailing | Standard replacement ID cards will be produced within an annual average of five (5) business days of the request.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Mailing Member Materials  | All applicable member materials (for example, mail order forms) will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that eligibility file was received at least 30 days prior to the effective date).  This is measured and reported on a quarterly basis and on a Plan-specific basis.  | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Phone Average Speed of Answer  | 100% of calls to UA-specific toll free line shall be answered within 20 seconds (excluding IVR).  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Telephone Blockage Rate/ Busy Signal | Blockage rate will be 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Phone Abandonment Rate  | All calls to UA-specific toll free line shall be answered with an abandonment rate of 2.5% or less.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Written Inquiry Answer Time  | 95% of inquiries responded to in 5 business days - 100% in 20 business days.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Member Satisfaction Survey  | The PBM agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 92% or greater.  A penalty of $100,000 per Contract Year may be assessed against the PBM for failure to meet this standard.  “Member Satisfaction Rate” means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; UA must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Issue Resolution: Verbal Inquiries  | PBM will resolve 99% of all telephone issues at the first point of contact (the number of telephone inquiries completely resolved at the time of initial contact divided by the total number of calls).  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |
| Issue Resolution: Written Inquiries  | PBM will resolve 98% of all written inquiries within 10 business days of receipt of inquiry.  This is measured and reported on a quarterly basis and on a Plan-specific basis. | *500 words.* | *Single, Pull-down list.*1: BOB,2: Client specific | *Single, Pull-down list.*1: Quarterly,2: Annually |

6.10 Federal No Surprises Act and Final Transparency Rule

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

*500 words.*

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

*500 words.*

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

*500 words.*

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

*Single, Radio group.*
1: Yes,
2: No, explain: [ 500 words ]

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

*Single, Radio group.*
1: Yes,
2: No, explain: [ 500 words ]

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

*500 words.*

6.10.7 Will you provide the Plan with the negotiated rates and historical net prices for covered prescription drugs in a machine-readable file to the extent the Departments issue regulations and/or guidance requiring group health plans to post this information on a public website?

*500 words.*

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

*500 words.*

6.10.9 Will you send information to UA or provide another service to UA that allows UA to link you to another website?

*500 words.*

6.10.10 Do any contracts you are a party to contain a claim prohibiting disclosure of pricing terms (“gag clause”) which is prohibited under the Consolidated Appropriations Act (CAA), 2021?

 a. If yes, please describe and state how you will assure they are removed. Indicate your timeline for removing gag clauses from contracts.

 b. On behalf of UA, will you attest to not having gag clauses in applicable contracts and submit the attestation to the Departments in a timely manner?

*500 words.*

6.10.11 Do you have a process for identifying a Continuing Care Patient? If so, what is your process, and will you assist the Plan in identifying a Continuing Care Patient?

6.10.12 Do you currently notify Continuing Care Patients in a timely manner of the Plan’s termination of its contracts with the in-network Provider or Facility and the patient’s right to elect continued transitional care from the provider or facility?

6.10.13 Do you allow Continuing Care Patients 90 days of continued coverage at the in-network cost sharing to allow for a transition of care to a Contract Provider or Facility?

6.10.14 Describe your process for paying for Emergency Services, Non-Emergency Services provided by an Out-of-Network at an In-Network Health Care Facility, and Air Ambulance Services (“Covered Services”) under the federal No Surprises Act.

 a. Are there any subcontractors used in determining the amount to pay for Covered Services? If so, please name them and describe the services being provided.

 b. Do you establish the Qualifying Payment Amount, Recognized Amount, and Out-of-Network Rates for the Covered Services? Please describe your process for setting these rates and assuring participant cost-sharing is based on them.

*500 words.*

6.10.15 If you are providing any preferred Network providers, describe communications you have made to Network providers concerning the Act.

 a. Describe any provider or facility billing processes adopted or changed to comply with the No Surprises Act.

*500 words.*

6.10.16 Are there any State laws that affect your determination of the Recognized Amount for UA? If so please describe.

*500 words.*

6.10.17 How do you determine whether the patient consented to services from an out-of-network provider at an In-Network facility, and is therefore not reimbursed under the No Surprises Act?

*500 words.*

6.10.18 What support will you provide to UA if a health care provider or facility elects to negotiate an out-of-network payment amount or elects to conduct Independent Dispute Resolution (IDR)?

 a. Will you prepare the IDR submission on behalf of UA at no additional cost?

 b. Will you pay IDR fees on behalf of UA, including general assessments and fees if UA is unsuccessful?

 c. Will the IDR submission be approved by UA or will the process be delegated to your company?

*500 words.*

6.10.19 How will you assist UA to pay for IDR, including the general assessment and specific charges for individual IDRs?.

*500 words.*

6.10.20 Do you offer a complaint process for UA participants who have a complaint about bills under the No Surprises Act?

*500 words.*

6.10.21 Describe how you will report to UA any claims received that are covered by the No Surprises Act. Will your reports include:

 a. The number of No Surprises Act claims received

 b. The number of open negotiation requests by providers;

 c. The results of open negotiations prior to IDR;

 d. The number of IDR requests;

 e. The disposition of IDR requests; and

 f. Cost impacts to UA

 If you will not report each of these elements, please indicate which you will not report.

*500 words.*

6.10.22 The Act requires ID cards to contain information about deductibles and out-of-pocket maximums.

 a. Have you updated your ID cards to include at a minimum the major medical deductible and out-of- pocket maximum; a telephone number and internet website address for participants to seek consumer assistance, and access additional applicable deductibles and maximum out-of-pocket limits?

 b. Please provide a copy of a template ID card.

6.10.23 For grandfathered and non-grandfathered plans, please describe how you will support the additional External Appeals requirements for Covered Services? Do you provide a contract with an Independent Review Organization for external review?

6.10.24 Describe how you will provide plan participants with an Advanced Explanation of Benefits as required under ERISA Section 716(f); PHSA Section 2799A-1(f).

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

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

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

6.10.25 If you provide a preferred provider network, describe your process for allowing continuation of care for individuals when their health care provider is terminated from the Network, under ERISA Section 718 and PHSA Section 2799A-3.

 a. Describe how patients are protected from being billed at an out-of-network rate and how the patient is provided with notice under the law.

6.10.26 Do you provide a price comparison tool via an internet website, via telephone, and in paper form upon request, that allows a participant to compare the amount of cost sharing that they will be responsible for by participating provider and geographic region?

 a. Does your price comparison tool currently include the 500 items and services described in the Transparency in Coverage Rule? If not, what is the timeline for including the 500 items and services?

 b. Will your price comparison tool include all items and services by January 1, 2024?

 c. Describe the price comparison tool in detail, and whether any subcontractors are used to produce it.

 d. Describe who will provide the telephone tool and at what location.

 e. Is there a dedicated team for UA’s participants to provide the tool and assist with its use?

 f. What internet website will be used for the price comparison tool, and will UA need to provide its own website to link to the tool or will your company provide that site?

 g. What is the source of the rate information provided by the tool?

 h. With which benefits software vendors is your tool integrated?

 i. Describe what, if any, features are available beyond the requirements of the No Surprises Act. Is UA able to opt out of any such features?

 j. Describe any additional costs for the tool.

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

6.10.28 Do you provide UA’s external review services? If so, how have you incorporated emergency services and air ambulance services into the external review process?

6.10.29 How will you assist the Plan in annually reporting prescription drug and total health claim costs and other information to the federal government?

 a. Describe your process for reporting prescription drug and total health claim cost information to the federal government.

 b. On behalf of UA, will you submit to the Departments each of the following files on an aggregated basis, including the cost data of UA? If not, please indicate which you will not submit.

 i. P2 File

 ii. D1 File

 iii. D2 File

 iv. D3 File

 v. D4 File

 vi. D5 File

 vii. D6 File

 viii. D7 File

 ix. D8 File

 c. If you will submit on an aggregated basis including UA data, what information will UA need to provide? Please describe your process for gathering any such information, including any technology specifications.

 d. If you will submit on an aggregated basis including UA data, will you provide confirmation of timely submission to UA? Will you provide a copy of your submission to UA?

 e. If you will not submit on an aggregated basis including UA data, will you provide cost data to UA sufficient for UA to submit the required reporting? In what format will the cost information be provided?

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

 g. State any additional costs for this reporting service.

7 Acknowledgment and Statement of Exceptions Form

7.1 Complete the attached and upload as part of your response.

*Single, Pull-down list.*
1: Attached,
2: Not provided

Attached Document(s): [Acknowledgement and Statement of Exception Form UA.docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C106424044%3Fdoc_id%3D106424044%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_1462_06%26popup%3D1)

**8 Other Required Forms**

8.1 Complete the RFP No. 230614 University of Arkansas System Pharmacy Benefits Manager TsCs 2023.docx and upload as part of your response.
Attached Document(s): See Standard Terms and Conditions document posted on HogBid (<https://hogbid.uark.edu>).

*Single, Pull-down list.*
1: Attached,
2: Not provided