STATE OF CONNECTICUT PROCUREMENT NOTICE



Request for Proposals (RFP) for Pharmacy Services

Issued By:

Office of the State Comptroller August 30, 2023

This Request for Proposal is available on the State Comptroller's website at https://www.osc.ct.gov/vendor/rfp.html and on the State Contracting Portal by filtering by organization for Office of the State Comptroller at: https://portal.ct.gov/DAS/CTSource/BidBoard or from the Comptroller's Official Contact.*

^{*}The State has retained The Segal Company ("Segal") to assist in the evaluation of the proposals. Representatives of the Segal Company are the sole points of contact for this RFP.

To participate in this procurement and submit a proposal to this RFP, follow the process below:

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

Questions concerning this RFP must be submitted by:

Friday, September 15, 2023, at 2:00 p.m. Eastern Time.

Answers to the questions submitted concerning this RFP will be posted by:

Friday, September 29, 2023, at 2:00 p.m. Eastern Time.

PROPOSAL SUBMISSIONS MUST BE RECEIVED BY:

Wednesday, November 15, 2023

at 2:00 p.m. Eastern Time

The Office reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut.

The Office of the State Comptroller is an Equal Opportunity/Affirmative Action Employer.

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1 Purpose/Introduction

1.1 INTRODUCTION

The Office of State Comptroller ("OSC"), State of Connecticut (the "State"), is soliciting proposals for Pharmacy Service Providers to administer its current Pharmacy benefits plans for active employees and non-Medicare eligible retirees, and their dependents. Due to collective bargaining contracts, the State must duplicate current plan design arrangements. In addition to providing benefits to State employees and retirees, the State also covers employees in the probate court system, General Assembly members, former legislators, and other groups, as authorized by statute.

The State also offers pharmacy benefits through its current PBM to local municipalities under the Connecticut Partnership Plan. These groups are included in this request for proposal.

A complete listing of Partnership groups can be found here: https://www.osc.ct.gov/ctpartner/members.html

The State is seeking proposals for three separate scopes of work (services):

- 1. PBM Administrative Services
- 2. Specialty Pharmacy Network Participation Services
- 3. Formulary Management Carve Out Services, which includes prior authorization design and provider outreach.

Bidders may respond to any or all of these services.

Through the issuance of this Request for Proposal (RFP), OSC is soliciting proposals from qualified bidders that can provide the services listed above. If interested and able to meet the requirements described in this RFP, OSC appreciates and welcomes your offer.

OSC reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in OSC's best interest. OSC also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, OSC reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded as OSC recognizes that factors other than costs are important to the ultimate selection of the bidder(s). 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 upon the results of the evaluation, OSC will award the contract(s) to the most advantageous bidder(s), based on cost and the technical evaluation factors in the RFP. Any contract awarded hereunder shall be subject to the approval of the Office of the Attorney General 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.**

Entities responding to this RFP should also note that the State is requiring access to certain information and that this data must be provided to the State's health care consultant, Segal, to its data warehouse, HDMS, and to its Health Benefits Navigator, Quantum Health.

Submission of your proposal will acknowledge acceptance of these requirements. The financial requirements include initial and renewal pricing and projection controls.

OSC has retained Segal to assist in the evaluation of the proposals for responsiveness to the RFP and to review such proposals with them.

All Bidders must meet the General Proposal Conditions set forth in this RFP. Bidders are asked to respond only to the specific questions asked.

The State may also conduct multiple Best and Final "Reverse Auction" rounds during which each bidder will be informed of its ranking in comparison to other bidders in various financial and technical categories as may be selected by the RFP committee. The State reserves the right to eliminate the lowest ranked bidder in each round.

Reverse auctions are authorized by Connecticut General Statutes ("C.G.S.") §4a-60b.

Proposals submitted in response to this RFP must comply with the 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 upon the results of the evaluation, the State will award contract(s) based on a combination of technical evaluation factors and cost. Any contract awarded hereunder shall be subject to the approval of the Office of the Attorney General in accordance with applicable state laws and regulations.

The RFP process and any contract arising therefrom shall be governed in all respects by the laws of the State of Connecticut. Under no circumstances may a contract made with the State contain limited liability and/or binding arbitration provisions. The State may not waive its sovereign immunity or indemnify a Bidder.

1.2 Evaluation of Proposals

- 1.2.1 Evaluation Process. It is the intent of the Comptroller to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Bidders, and awarding contracts, the Comptroller will conform with its written procedures for POS and PSA procurements pursuant to C.G.S. § 4-217and the State's Code of Ethics pursuant to C.G.S. §§ 1-84 and 1-85. Final funding allocation decisions will be determined during contract negotiation.
- 1.2.2 Evaluation Review Committee. The Comptroller will designate an RFP Review Committee and Committee Chairperson ("Chairperson") to evaluate proposals submitted in response to this RFP. The RFP Review Committee will be composed of individuals, Comptroller staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the RFP Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The RFP Review Committee shall evaluate all proposals that meet the minimum submission requirements by score and rank ordered and make recommendations for awards. The Comptroller will make the final selection.

- 1.2.3 Minimum Submission Requirements. To be eligible for evaluation, proposals must (1) be received on or before the Closing Date and Time; (2) meet the eligibility and qualification requirements to respond to the procurement; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions, deviate significantly from the requirements of this RFP, or fail to satisfy these minimum submission requirements will not be reviewed further.
- 1.2.4 Deviations and Negotiation. The Chairperson shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Chairperson may reject non-conforming proposals. In addition, the Chairperson may waive minor irregularities in proposals, allow a Bidder to correct minor irregularities, and negotiate with eligible Bidders in any manner deemed necessary or desirable to serve the best interests of the State.
- 1.2.5 Evaluation Considerations. Proposals meeting the minimum submission requirements will be evaluated according to the established criteria. Evaluation will be made on the basis of the evaluation criteria discussed below and may include any oral presentation that may be required by the Chairperson, through a recommendation by the technical review committee, at his or her discretion. The criteria are the objective standards that the RFP Review Committee will use to evaluate the technical merits of the proposals. The Chairperson reserves the right to recommend a Bidder for contract award based upon the Bidder's proposal without oral presentations or further discussion. However, the Chairperson may engage in further discussion if he or she determines that it might be beneficial. In such case, the Chairperson will notify those eligible Bidders with whom further discussion is desired. In addition, the Chairperson may permit qualified Bidders to revise their proposals by submitting "best and final" offers, if necessary.
- 1.2.6 Evaluation Criteria Proposals by Bidders who meet the minimum qualifications will be evaluated by the RFP Review Committee on the basis of the following factors. (These are not listed in order of importance.)

Note: As part of its evaluation of the staffing plan, the Review Committee will review the Bidder's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10).

PBM Administrative Services

- 1. Conformity with specifications.
- 2. Proposed cost: adjudication rate, administrative fees, alternative guarantees (projected costs under guarantees provided and level of risk, policies and procedures to limit fraud, waste and abuse).
- 3. Commitment to transparency, commitment to limit revenue associated with the administration of the state plan to explicit administrative fees, willingness to share information regarding rebate and other manufacturer revenue and commitment to audit rights to confirm such commitments and other data requests as requested in this RFP.
- 4. Commitment to sharing cost and efficacy information with patients' providers.
- 5. Business practices that align with the interests of the state plan.
- 6. Adequacy of bidder's network with comprehensive access to national pharmacy network of both chain and independent pharmacies and ability to minimize member disruption.
- 7. Demonstrated ability and proposed plan to minimize member disruption.
- 8. Availability and competence of personnel and evidence of appropriate staffing and training.

- 9. Willingness and ability to administer plan's manufacturer assistance program.
- 10. Robust member support services that demonstrate superior member experience via call center, member portal and mobile application and ability and willingness to integrate with plan's care navigation vendor.
- 11. Ability to administer the State's specific benefits design and current programs, as well as the ability to integrate and coordinate with the State's existing vendor partners.
- 12. Experience with comparable plans; commitment to such plans; experience offering such plans to public sector employers.
- 13. Effectiveness of care: carrier's commitment to improving quality of care and patient outcomes including ability to educate and communicate with program participants and prescribers.
- 14. Contractor's intervention strategies to address social determinants that may inhibit or limit the ability of membership to address health needs.
- 15. Programming and administration that accounts for differences in member race, ethnicity and language in services and communications to ensure members receive the most out of their benefits.
- 16. Demonstration of Bidder's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
- 17. Willingness to accept the terms and conditions of the State's proposed contract.
- 18. At the option of the review committee, bidder's oral interview.

Specialty Pharmacy Network Participation Services

- 1. Conformity with specifications.
- 2. Cost: Administrative fees, projected adjudication rates; policies and procedures to limit waste.
- 3. Willingness to contract on an acquisition cost basis.
- 4. Coordinate with the plan's Manufacturer/Copay Assistance Program.
- 5. Availability and competence of personnel and evidence of appropriate staffing and training.
- 6. Policies and procedures to ensure accurate filled scripts and protocols and reviews to ensure patient safety.
- 7. Demonstrated ability to coordinate care with prescribing physician and educate members about their medications.
- 8. Demonstrated ability and proposed plan to minimize member disruption (if applicable).
- 9. Current and projected levels of member utilization of bidders specialty pharmacy services.
- 10. Demonstration of Bidder's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
- 11. Willingness to accept the terms and conditions of the State's proposed contract.
- 12. At the option of the review committee, bidder's oral interview.

Formulary Management Carve Out Services, which includes prior authorization design and provider outreach.

- 1. Demonstration of Bidder's commitment to affirmative action by full compliance with all applicable state laws and the regulations of the Commission on Human Rights and Opportunities.
- 2. Willingness to accept the terms and conditions of the State's proposed contract.
- 3. Conformity with specifications.
- 4. Cost: Administrative fees, projected savings as a result of services provided including demonstrated ability to meet projections with other similar clients.
- 5. Effectiveness of care: commitment to improving quality of care and patient outcomes through formulary design changes and prior authorization adjustments that push plan members toward the most clinically appropriate and high value prescriptions.

- 6. Incorporation of race and ethnicity considerations in developing formulary, PA and communication strategies.
- 7. Demonstrated ability to successfully engage members and providers to drive changes in utilization toward more clinically effective and higher value prescriptions to the benefit of the member and the plan.
- 8. Demonstrated ability and proposed plan to minimize member disruption.
- 9. Availability and competence of personnel and evidence of appropriate staffing and training.
- 10. Experience with comparable health plans.
- 11. Ability to minimize member disruption.
- 12. At the option of the review committee, bidder's oral interview.
- 1.2.7 Bidder Selection. Upon completing its evaluation of proposals, the RFP Review Committee will submit the rankings of all proposals to the Comptroller. The final selection of a successful Bidder is at the discretion of the Comptroller. Any Bidder selected will be so notified and awarded an opportunity to negotiate a contract with the Comptroller. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Bidders will be notified by e-mail or U.S. mail, at the Comptroller's discretion, about the outcome of the evaluation and Bidder selection process. The Comptroller reserves the right to decline to award contracts for activities in which the Comptroller considers there are not adequate respondents.
- 1.2.8 Debriefing. Within ten (10) days of receiving notification from the Comptroller that a contract has been awarded, unsuccessful Bidders may contact the Official Contact and request information about the evaluation and Bidder selection process. The email sent date on the notification will be considered "day one" of the ten (10) days. If unsuccessful Bidders still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Comptroller's designee to discuss the evaluation process and their proposals. If held, a debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Comptroller's designee may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Comptroller will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 1.2.9 At the conclusion of negotiations resulting in the award of the contract, the Commissioner shall prepare a memorandum setting forth the basis of award including: (1) how the evaluation factors stated in the request for proposals were applied to determine the best qualified proposers; and (2) the principal elements of the negotiations including the significant considerations relating to price and other terms of the contract. Regulations of CT State Agencies § 4a-52-16(o)
- 1.2.10 Appeal Process. Bidders may appeal any aspect the Comptroller's competitive procurement, including the evaluation and Bidder selection process. Any such appeal must be submitted to the Comptroller in writing. A Bidder may file an appeal at any time after the Closing Date, but not later than thirty (30) days after the Comptroller notifies unsuccessful Bidders about the outcome of the evaluation and Bidder selection process. The email sent date on the notification will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Comptroller to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

2 General Information

2.1 BACKGROUND

The Comptroller is empowered by C.G.S. § 5-259 to arrange and procure a group hospitalization and medical and surgical insurance plans for State employees and retirees, including coverage for prescription drugs. The Healthcare Policy & Benefit Services Division (HPBSD) of the Office of the State Comptroller (OSC) administers these State healthcare coverage programs. Non-state public employers are able to obtain coverage for their employees under the Connecticut Partnership Plan: http://www.osc.ct.gov/ctpartner/index.html.

In 2011, in response to a collective bargaining agreement, the State implemented the Health Enhancement Program ("HEP"), a value-based insurance design ("VBID") program. State employees, certain retirees, and their dependents that enroll in the HEP are required to seek age-appropriate preventive services. Enrollees who are identified with one of five chronic medical conditions (diabetes types I and II, asthma and Chronic Obstructive Pulmonary Disease ("COPD"), coronary artery disease, hypertension, and hyperlipidemia) must also adhere to certain condition-specific education requirements. HEP reduces copays for certain services and prescriptions used to treat HEP related chronic conditions. Currently, there are 180,000+ participants in HEP under the State health plan; another 58,000+ members participate in HEP through the Partnership Plan.

The State currently contracts with CVS Health to administer pharmacy benefits for its active and non-Medicare retirees. Medical benefits are administered by Anthem. Dental benefits are administered by Cigna. Medicare Retiree benefits (MAPD) are administered by Aetna. These services are not part of this RFP.

The employee health benefits program also includes Diabetes Management with Virta Health. Anti-obesity medications are covered through the Intellihealth program.

Current Plan Design

Member cost shares are illustrated in the table below:

POE / POE-G / POS	Retail (30 day)	Mail/Maintenance Drug Pharmacy
Tier 1 (Generic)	Preferred generic: \$5	Preferred generic: \$5
	Non-preferred generic: \$10	Non-preferred: \$10
	Retired July 2, 2009 - October 1, 2011: \$5	Retired July 2, 2009 - October 1, 2011: \$0
	Pre-July 1, 2009 retirees: \$3	Pre-July 1, 2009: \$0
Tier 2 (Preferred Brands)	\$25	\$25
	Retired July 2, 2009 -October 1, 2011: \$10	Retired July 2, 2009 - October 1, 2011: \$10 initial fill and \$0 thereafter
	Pre-July 1, 2009 retirees: \$6	
		Pre-July 1, 2009 retirees: \$0 initial fill and \$0 thereafter.

POE / POE-G / POS	Retail (30 day)	Mail/Maintenance Drug Pharmacy	
Retired July 2, 2009 - October 1, Retired		\$40 Retired July 2, 2009 - October 1, 2011: \$0	
	Pre-July 1, 2009 retirees: \$6	Pre-July 1, 2009 retirees: \$0	
Out-of-Pocket Drug Cost Cap	Medical: In-network: \$2,000/individual; \$4,000/family Prescription drugs: \$4,600/individual; \$9,200/family		
Out-of-Network Pharmacy (30 day)	20% coinsurance for acute medication refills at non-participating network pharmacy		

- Prescription drugs purchased at retail pharmacy are limited to a maximum 30-day supply; prescription
 drugs purchased through the State of Connecticut maintenance drug network or mail order pharmacy
 are limited to a maximum 90-day supply. The first fill of maintenance medication is limited to a 30-day
 supply
- After a member obtains one (1) fill for a maintenance medication at any retail pharmacy, the member must fill a 90-day script for the maintenance drug at State of Connecticut maintenance drug network or the mail order facility.
- All Diabetic Drugs and supplies are covered with \$0 copay for all groups.
- The State sponsors a pilot program through Intellihealth for coverage of anti-obesity medications. The program ensures proper prescribing, medical oversight and provides tools to improve diet and physical activity. If a provider prescribes a GLP 1 for obesity, a Prior Authorization would show through the current PBM requiring enrollment in the program.
- The use of step therapy for prescribed drugs is limited to sixty (60) days and as of January 1, 2024, will be further reduced to thirty (30) days for specific treatments pursuant to C.G.S. §38a-510 and §38a-544 as amended by Public Act 23-204, Sections 225 and 226.
- Generic drugs are tiered by therapeutic class with drugs in bottom quartile of cost in the lower tier and all others in the higher tier.

All plans are described on the OSC website at Forms and Documents - Care Compass (ct.gov)

Current Formulary

The State is currently participating in CVS' Standard Control Formulary Opt-In with the Advanced Control Specialty Formulary for active members and those who retired later than 10/1/17 and the Standard Control Formulary Opt-out with the Advanced Control Specialty Formulary for those who retired 10/1/17 or earlier with 2 Tier, 3 Tier Non-Qualifying, and 3 Tier Qualifying plan designs for both formularies. For all groups, CVS' Advanced Control Specialty Formulary and CVS specialty guideline management program is available. The State is seeking a proposal to include a formulary with exclusions for the actives and post-10/1/17 retirees and a formulary without exclusions for those who retired 10/1/17 or earlier, however for specialty drugs, members who participate in the manufacturer assistance program receive the Advanced Controlled Specialty Formulary and specialty guideline management (99% of members participate). Certain drugs are subject to prior authorization, quantity duration limits, coverage limits, clinical programs, and safety monitoring.

The State currently has a mail order pharmacy benefit and is seeking a similar program that would allow members to obtain a 90 days' supply fill for mail order copays for its upcoming contract. Please also note that the first fill of a maintenance drug is limited to a 30-day supply.

The State currently has a Transparent pricing arrangement with 100% pass through of manufacturer revenue. The rebate credits are provided on a monthly basis.

ID cards are produced by the Medical TPA (Anthem). The PBM is not required to produce ID cards, members are provided with one single ID card for both Medical and Pharmacy.

Current Pharmacy Network

The State currently has a broad 30-day supply at retail and a custom 90-day supply at retail. The State has a custom State of Connecticut maintenance drug network where a 90-day supply is available at the State's agreed upon maintenance network for mail pharmacy copay. The retail maintenance network includes both chain and independent pharmacies. The proposed offer must reflect this plan design feature. One of the State's priorities is to maintain and grow the number of local independent pharmacies in this retail maintenance network.

Exclusive Specialty Pharmacy Arrangement

The State currently has an exclusive specialty pharmacy arrangement and would like to continue with a similar arrangement. The State contracts exclusively with its current PBM (CVS Caremark), Yale New Haven Specialty Pharmacy, Hartford HealthCare Pharmacy and UCONN Healthy Pharmacy to provide all specialty drugs. The specialty pharmacy network will be updated in response to the outcome of this RFP and as amended from time to time.

Variable Copay Assistance Program

PrudentRx administers the State's copay assistance program. When a member fills a prescription for a specialty drug, the member will automatically be enrolled in a PrudentRx program that reduces the member's out of pocket cost to \$0, the remainder of the available manufacturer assistance is applied to the plan's cost in the form of coinsurance. Members can choose to opt out of this program. The State wishes to continue with a similar arrangement.

Primary Care Initiative (State specific value-based contracting with providers)

Through its medical TPA (Anthem) the state has engaged in value-based contracts with providers that include up and downside risk for medical and pharmacy costs. This program requires data sharing with participating provider groups and education on lowest net cost and/or highest value prescription options with providers - preferably at the point of prescribing. Bidders responding to the services in this RFP are expected to facilitate data sharing to support this program.

City of Hartford

This RFP also includes the City of Hartford and Hartford Board of Education. The City and Board of Education "piggy back" the State's contract for pricing terms-only. They do not participate in the State of CT Partnership plan. The City offers a High Deductible Health Plan with CIGNA medical and CVS pharmacy. Some legacy PPO plans are also offered to retirees. The Board of Education has a High Deductible Health Plan with Anthem for both medical and pharmacy. They also have a small number of employees who are on an Anthem PPO with CVS pharmacy. The City of Hartford's plan design is attached on the Manage Documents page of this RFP.

- City of Hartford HDHP (Rx copays after deductible): 1,020 Subscribers/2,344 Members
- City of Hartford PPO Plans: 577 subscribers/1,040 members
- Hartford Board of Education: 271 subscribers/472 members

Attached Document(s): <u>City of Hartford Plan Design (CVS Rx).xlsx</u>, <u>State of CT July 1, 2024 PBM RFP - PrudentRx Savings Summary(9744293.1).xlsx</u>

2.2 **OBJECTIVES AND REQUIREMENTS**

The State's pharmacy benefits plans are defined through a collective bargaining agreement that remains in effect through June 2027. Therefore, it is imperative that entities responding to this RFP provide a proposal that duplicates the current benefit structure without modification.

The State 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. Also, as noted above, the State would like to continue with a specialty pharmacy arrangement similar to its current one. As such, the State may select multiple Specialty Pharmacy Network Participants. Bidders quoting on Specialty Pharmacy Network may not require an exclusive specialty arrangement and agrees to be part of the PBM Administrative Services vendor Specialty Network along with other Specialty Pharmacy Network Participants selected by OSC.

Our RFP requirements going forward:

- 1. Drive savings with minimal patient disruption.
- 2. Continue drug specific rebates applied at the point of sale with rebates estimated at the drug level.
- 3. Pass through retail pricing.
- 4. Secure annual or quarterly prospective unit cost price maximums.
- 5. Fixed Prospective Pricing Guarantees by Therapy Class.
- 6. Price inflation caps with risk sharing for gains and losses.
- 7. Continue Acquisition cost plus model for specialty and mail order drugs with rights to audit.
- 8. Pay reasonable and transparent administrative and dispensing fees.
- 9. Negotiate rebates based on the State plan's book of business market share and not Contractor's book of business market share when advantageous to the plan.
- 10. Focus on formulary development that prioritizes highest value prescriptions rather than largest rebate/AWP discount.
- 11. Develop data sharing with Provider Groups, particularly those groups engaged in value-based contracts with the State plan or its medical carrier.
- 12. Ensure consistent high quality customer service and account management.
- 13. Require dispensing of the full range of legal medications for reproductive health services where legal.
- 14. Explore options for better participation in maintenance drug network by independent pharmacies.
- 15. Expand State audit rights to include:
 - o Ability to audit top 20 rebate manufacturers in any given years
 - Identification of State plan's contracted auditor to be approved as part of RFP process
 - No blackout periods
 - No physical onsite requirements
- 16. Allow third party pre-adjudication review of pharmacy claims payments performed by the state's vendor of choice.
- 17. Dispense specialty drugs from source/channel with lowest net cost to plan.
- 18. Disclose 340B relationships and terms.
- 19. Disclose any indirect revenue streams.
- 20. Provide quarterly rebate reporting at the NDC level by manufacturer.

21. Display actual allowed amount in claims feed including what is paid to pharmacy as well as POS rebates.

Below is a listing of all programs currently included in the Pharmacy plan.

- PrudentRx
- Razor Metrics-targeted notifications to providers with prescribing recommendations
- First fill of maintenance drug at 30-day supply
- CVS Specialty guideline management
- CVS Specialty formulary
- Generic drug copay lowest quarter of therapeutic class tiered copay
- Retail Maintenance Drug network State of Connecticut unique
- Special adjustments - special adjustments to plan administration documented through Client Requirement Documents filed with incumbent PBM CVS - existing CRDs provided
- CVS Exclusionary drug list
- QPS Enhanced Fraud, waste and abuse unit
- New to market block
- Intellihealth Medically Supervised Weight Management
- Opioid Utilization Management Strategy

This RFP is for a three-year contract that can be extended at the Comptroller's option for two additional one-year periods, not to exceed the maximum five years. The selected responder(s) must be prepared to implement the program by July 1, 2024.

2.3 Scope of Services Requested

OSC is seeking proposals that will allow the State to use the bidder's lowest net cost formulary and/or to customize the bidder formulary and prior authorization requirements to improve overall value and/or improve member outcomes. OSC may consult with the bidder and/or outside consultants, other vendors or experts as may be required to make formulary and prior authorization adjustments. Any such adjustments will seek to limit, as much as possible, member abrasion and may include time limited or permanent overrides for current utilizers. The State is not looking for a traditional pricing proposal - rebate and AWP guarantees are not being requested.

Transparent pricing is required and is to include 100% pass-through of all manufacturer revenue received by the PBM (i.e., formulary rebates, manufacturer administrative fees, price protection/inflation protection payments, and any other payments currently received or will be received in the future from manufacturers that in anyway relate to the utilization or data associated with the plan).

The State also seeks a dedicated member service and account management team, state of the art clinical management programs and complete adherence to the list of objectives outlined above.

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

PBM Administrative Services

- Claims Adjudication
- Ability to integrate PBM services with other vendors (e.g. Disease Management, Care Management, Medical), if applicable.
- Ability to ingest eligibility from the Medical carrier.

- Data Sharing with the State's Consultant, Data Warehouse and HealthCare Navigator, Provider groups.
- Patient and Provider Education
- Pricing Administration
- Discounted Retail Maintenance Drug network
- Network Pharmacy Management
- Data Reporting (standard and ad-hoc reporting)
- Member Services, including quality and functionality of member website and mobile app.
- Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
- Drug specific point of sale rebates
- Formulary Management
- Collaborate with the State's vendor partners and implement changes that are required by this scope of work.

Specialty Pharmacy Network Participation Services

- Maintain and supply specialty drugs.
- Adhere to HIPAA compliance regulations.
- Coordinate with the plan's Manufacturer Assistance Program
- Integrate with PBM claims adjudication system, clinical programs, and drug interaction utilization management program as necessary.
- Ensure patient safety.
- Patient and Provider Education
- Pricing Schedule and Guarantees
- Data Reporting (standard and ad-hoc reporting)
- Collaborate with the State's vendor partners and implement changes that are required by this scope of work.

Formulary Management Carve Out Services including PA and member outreach

- Formulary development or recommended adjustments based upon comparative effectiveness research and/or lowest net cost alternatives.
- Recommend adjustments to Prior Authorization policies and criteria including assistance and oversight in implementation with PBM including testing and review prior to implementation.
- Disclosure of relationships/incentives with drug manufacturers, PBMs, GPOs or pharmacies, if applicable.
- Data Reporting data supporting formulary decision, claims review and reporting on costs and opportunities of formulary adjustments.
- Integrate services with other vendors (e.g. Disease Management, Care Management, Medical), if applicable
- Collaborate with the State's vendor partners and implement changes that are required by this scope of work.

2.4 Planned Schedule of RFP Activities

It is the State's intention to comply with the following schedule:

Date	Activity
August 30, 2023	Release RFP

September 8, 2023	NDA Deadline by 2:00 EDT
September 11, 2023	Bidders' Conference, if necessary
September 15, 2023	Bidder Question Deadline by 2:00 PM EDT
September 29, 2023	Bidder Questions Answered
November 15, 2023	CLOSING DATE: Electronic Proposals Posted to Proposal Tech by 2:00 PM ET
Week of January 8/15, 2024	Finalist Interviews (if necessary)
Week of January 22/29, 2024	Best and Final Offer (multiple rounds)
Week of February 5, 2024	Contract Awarded
Week February 19, 2024	Begin Implementation
July 1, 2024	Effective Date for Contract and live services

- These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective bidders.
- This RFP does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.
- The State may revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- The State reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.
- Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The State reserves the right to contact any bidder to clarify any response or make a presentation.

2.5 OTHER INFORMATION

Other documents and information that may be helpful in preparing your proposal may be accessed via the Internet. Bidders are responsible for checking the State Contracting Portal by filtering by organization for Office of the State Comptroller at: https://portal.ct.gov/DAS/CTSource/BidBoard DAS and the OSC website for the most up to date information at: https://www.osc.ct.gov/vendor/rfp.html.

3 Response Instructions

3.1 Instructions for Submitting Proposals

The State has retained The Segal Company ("Segal") to assist in the evaluation of the proposals. Representatives of the Segal Company are the sole points of contact for this RFP. Segal representatives are the sole points of contact for this RFP and the individual below is the Official Contact for purposes of this RFP.

All contact for this RFP should be conducted using the messaging feature in Proposal Tech. Instructions for messaging in ProposalTech: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Emily Peters) to send an email.

Name: Ms. Jennifer Slutzky, The Segal Company

Address: 30 Waterside Drive, Suite 300, Farmington, CT 06032

E-Mail: jslutzky@segalco.com

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 Closing Date and Time, November 15, 2023 at 2:00 pm ET. Access to the eRFP will be locked after that time. Bidders will not be able to post or change their responses.

The State reserves the right to ask Bidders follow-up questions through ProposalTech as needed to fully evaluate bidder capabilities.

3.2 Restriction on Contact with State Personnel

Except as called for in this RFP, the Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the OSC. Bidders, prospective Bidders, and other interested parties are advised that any communication with any OSC employee(s), including appointed officials, or personnel under contract to the OSC about this RFP is strictly prohibited. Bidders or prospective Bidders who violate this instruction may risk disqualification from further consideration.

3.3 Conflict of Interest

The bidder shall certify in writing that no relationship exists between the bidder and the State of Connecticut that interferes with fair competition or is a conflict of interest, and no relationship exists between the bidder and another person or organization that constitutes a conflict of interest with respect to any State contract. Any successful bidder must execute a contract and grant disclosure and certification form.

The bidder shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

A bidder that is awarded all or part of the RFP is required to comply with the State of Connecticut Code of Ethics. More information can be found in the Contractors Guide to the Code of Ethics, https://portal.ct.gov/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf.

3.4 Non-Disclosure Agreement (NDA)

Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in our 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 email will be sent to the bidder's designated data recipient, containing a link to instructions for accessing the workspace.

3.5 Confidential Responses

The identification of confidential responses has been turned on 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. **DO NOT** make every response confidential. If you have any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84. Thank you.

3.6 Bidder Questions and Requests for Data

Any questions regarding content or requests for data should be submitted directly to Segal using the "Ask Questions" feature on the main RFP page by the deadline of **2:00 P.M. EDT on August 29, 2023**. Questions submitted via ProposalTech from any bidder that is considering a response to this RFP will be answered. Questions via email or telephone will not be accepted. The State reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by **September 18, 2023** on ProposalTech and on the State's website at: https://portal.ct.gov/DAS/CTSource/BidBoard DAS and the OSC website at http://www.osc.ct.gov/vendor/index.html.

Questions regarding technical issues with the website should be directed to ProposalTech, by calling (877) 211-8316, ext. #4, and asking for support.

4 Proposal Requirements

4.1 OSC General Terms and Conditions

By submitting a proposal in response to this RFP, a bidder implicitly agrees to comply with the following terms and conditions:

- 1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and applicable state laws and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. **Preparation Expenses.** Neither the State nor OSC shall assume any liability for expenses incurred by a bidder in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. **Exclusion of Taxes.** OSC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Bidders are liable for any other applicable taxes.
- 4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, OSC may request and authorize bidders to submit written clarification of their proposals, in a manner or format prescribed by OSC, and at the bidder's expense.
- 6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by OSC. OSC may ask a bidder to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected, and a place provided by OSC. At its sole discretion, OSC may limit the number of bidders invited to make

- such a demonstration, interview, or oral presentation and may limit the number of attendees per bidder.
- 7. **Presentation of Supporting Evidence.** If requested by OSC, a bidder must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. OSC may make onsite visits to an operational facility or facilities of a bidder to evaluate further the bidder's capability to perform the duties required by this RFP. At its discretion, OSC may also check or contact any reference provided by the bidder.
- 8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or OSC or confer any rights on any bidder unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the bidder and OSC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the bidder or for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by OSC and, if required by the Attorney General's Office.

By submitting a proposal to this RFP, Contractors indicate their willingness to adhere to the following conditions.

9.

- **Acceptance or Rejection by the State**—The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed. By responding to this procurement, applicants agree to accept the Comptroller's determinations as final.
- 10. **Conformance with Statutes**—Any contract awarded as a result of this RFP must be in full conformance with statutory and regulatory requirements of the State of Connecticut and the federal government.
- 11. Ownership of Proposals— All proposals submitted in response to this RFP are to be the sole property of the State and will be subject to the Freedom of Information Act C.G.S §§1-200 et seq.. In addition to the completed response, any bidder that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as "CONFIDENTIAL" and provide one redacted copy of its RFP response on a separate thumb drive, which may be disclosed without objection in the event a FOI request is made for its proposal. Failure to clearly mark materials as "CONFIDENTIAL" and/or failure to provide a redacted copy may result in the release of the RFP response on file with the State at the time such FOI request is made.
- 12. **Ownership of Subsequent Products**—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
- 13. **Communication Blackout Period**—Except as called for in this RFP, Contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division within the OSC or members of the HCCCC until the successful bidder(s) are selected. No Contractor or Contractor's representative may contact an employee of the OSC or member of the HCCCC or their representatives and vendor partners (Anthem, CVS Health, Upswing Health, Virta Health, Intellihealth and Quantum Health), regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.
- 14. **Availability of Work Papers**—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

- 15. **Timing and Sequence**—All timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- 16. **Stability of Proposed Prices**—Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the Closing Date of the Contractor proposals.
- 17. **Oral Agreements**—Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- 18. **Amending or Canceling Requests**—The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.
- 19. **Rejection for Default or Misrepresentation**—The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
- 20. **Rejection of Qualified Proposals**—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 21. **Collusion**—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.
- 22. **Conformance to Instructions**—All responses to the RFP must conform to the instructions herein. Failure to provide any required information meet deadlines, answer all questions, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 23. **Appearances**—In some cases, Contractors may be asked to appear to give demonstrations, interviews, presentations or further explanation to the RFP's screening committee.
- 24. **Standard Contract and Conditions**—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment A.
- 25. **Entire Agreement**—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.
- 26. **Rights Reserved to the State**—the State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
- 27. **Receipt of Summary of State Ethics Laws.** The Contractor must acknowledge that is has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachments B and C hereto.

Attached Document(s): <u>Attachment A - Aug 2023 OSC IT Template Contract (PSA).docx</u>, <u>Attachment B_Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021 (1).pdf</u>, <u>Attachment C_Affirmation of Receipt of State Ethics Laws.docx</u>

4.2 STATUTORY AND REGULATORY and STANDARD CONTRACT

By submitting a proposal in response to this RFP, the bidder implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, those detailed in the State's "standard contract":

Part I of the standard contract will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting PSA/POS contract. Part II of the standard contract includes the mandatory terms and conditions, may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a bidder is awarded an opportunity to negotiate a contract with the State and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the bidder must inform the bidder's principals of the contents of the SEEC notice.

4.3 **ASSURANCES**

By submitting a proposal in response to this RFP, a bidder implicitly gives the following assurances:

- **4.3.1 Collusion.** The bidder represents and warrants that the bidder did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The bidder further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the bidder's proposal. The bidder also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- **4.3.2. State Officials and Employees.** The bidder certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Bidder, Contractor, or its agents or employees.
- **4.3.3. Competitors.** The bidder assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the bidder to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The bidder further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the bidder knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- **4.3.4 Validity of Proposal.** The bidder certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful bidder.
- **4.3.5. Press Releases.** The bidder agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

4.4 Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State must register their business on CTSource. The portal for registering your business is accessible at https://portal.ct.gov/DAS/CTSource.

Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

Firms will have the ability to view, verify and update their information by logging in to their CTSource account, prior to submitting responses to an RFP.

The guide to using CTSource appears at https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Supplier-Registration-Portal-User-Guide-Final.pdf.

If you experience difficulty establishing your firm's account, please call DAS at 860-713-5095 or send an email to das.ctsource@ct.gov.

If you have difficult accessing your CTSource account call 1-866-889-8533 or email <u>webprocure-support@proactis.com</u>.

The OPM Ethics Form, Campaign Contribution Certification must be signed, dated, notarized, and uploaded to

CTSource in accordance with the instructions on page 23 of the User Guide:

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf. You must complete the bidder Contract Compliance Monitoring Report and upload it to CTSource. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to CTSource. If not, please explain.

Attached Document(s): Attachment D_OPM-Form1-CampaignContributionCertification-8-18-Final.pdf

4.5 RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a bidder implicitly accepts that the following rights are reserved to the State:

- **4.5.1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by OSC.
- **4.5.2. Amending or Canceling RFP.** OSC reserves the right to amend or cancel this RFP on any date and at any time, if OSC deems it to be necessary, appropriate, or otherwise in the best interests of the State.

- **4.5.3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, OSC may reopen the procurement process, if it is determined to be in the best interests of the State.
- **4.5.4 Award and Rejection of Proposals.** OSC reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. OSC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. OSC reserves the right to reject the proposal of any bidder who submits a proposal after the submission date and time.
- **4.5.5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **4.5.6. Contract Negotiation.** OSC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. OSC further reserves the right to contract with one or more bidder for such services. After reviewing the scored criteria, OSC may seek Best and Final Offers (BFO) on cost from bidders. OSC may set parameters on any BFOs received.
- **4.5.7. Clerical Errors in Award.** OSC reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the bidder.
- **4.5.8. Key Personnel.** When OSC is the sole funder of a purchased service, OSC reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. OSC also reserves the right to approve replacements for key personnel who have terminated employment. OSC further reserves the right to require the removal and replacement of any of the bidder's key personnel who do not perform adequately, regardless of whether they were previously approved by OSC.
- 4.6 Please indicate all of the service(s) you are bidding on in this RFP. Bidders may bid on any or all services.:
 - PBM Administrative Services
 - Specialty Pharmacy **Network Participation** Services
 - Formulary Management Carve Out Services (which includes prior authorization design and provider outreach)

Once bidder selects the applicable services, bidder will see sections appropriate for those services only. However, if any questions do not apply, please indicate in the response.

Multi, Checkboxes.

- 1: PBM Administrative Services,
- 2: Specialty Pharmacy Network Participation Services,
- 3: Formulary Management Carve Out Services (which includes prior authorization design and provider outreach)

5 General Questionnaire (This section applies to all services)

All proposals that will be considered must include responses to the following questions:

5.1 Organization, Legal Status and Ownership

5.1.1 State your organization's legal name, address and state of incorporation.

100 words.

5.1.2 How long has your organization been operational?

100 words.

5.1.3 Is your organization anticipating restructuring or reorganizing in the next two years? (Include any major staff or office relocations or closings.)

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Single, Radio group.
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- 1: Yes, please explain: [500 words],
- 2: No
- 5.1.4 Have you had a reportable or a reported event related to breaches of your systems and/or breaches where individual information has been compromised? If so, please explain what procedures were implemented to mitigate the risk of reoccurrence.

Single, Radio group.

- 1: Yes, please explain: [500 words],
- 2: No
- 5.1.5 Are there any outstanding legal actions pending against your organization? If so, explain the nature and current status of the action(s).

Single, Radio group.

- 1: Yes, please explain: [500 words],
- 2: No
- 5.1.6 Please provide references, including the names, addresses, email addresses and telephone numbers of three Public Sector clients with at least 100,000 lives that currently use your organization for the services outlined in this RFP. If none, provide other references. For Specialty Pharmacy Network Participation Services and Formulary Management, please provide information on 3 large group clients.

	Reference #1	Reference #2	Reference #3
Name	50 words.	50 words.	50 words.
Address	50 words.	50 words.	50 words.
Email	50 words.	50 words.	50 words.
Telephone	50 words.	50 words.	50 words.

5.1.7 Will you use any subcontractors for this engagement?

Single, Radio group.

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

5.1.8 What is the name and title, telephone number, e-mail address and postal address of the contact person for this RFP?

100 words.

5.1.9 List all owners or organizations that have equity/ownership of your firm. Include any Private Equity partners.

500 words.

5.2 Bidder Confirmations

Below are the specific confirmations for submitting a proposal. By checking "Confirmed", bidder represents the proposal submitted adheres to these confirmations, unless otherwise noted in the proposal. Failure to agree to any of these confirmations may result in disqualification of proposal. If bidder takes exception to any of these confirmations, it must be so noted in the Bid Exceptions and Deviations Document (Attachment E) of their proposal response. These confirmations will also explicitly apply to any subcontractors used by the bidder to deliver services to the State. If a confirmation does not apply based upon the service you are bidding, please indicate 2: Not Confirmed. You will be able to enter text for this response to indicate "Not Applicable".

5.2.1 Confirm that you are licensed to do business in the State of Connecticut.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

5.2.2 Confirm you will notify the State and each affected individual directly if a breach of unsecured protected health information is discovered, as required under the Health Information Technology for Economic and Clinical Health ("HITECH") Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and in accordance with the HIPAA/HITECH Comprehensive Final Rule.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

5.2.3 Confirm you will offer consistently high-quality customer service and account management and that the State's account management team will have sufficient authority to make commitments and guarantees to the State.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

5.2.4 Confirm you will disclose any indirect revenue streams.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

5.3 Member Service and Account Management

5.3.1 Bidder 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, as applicable. Please include an organization chart which outlines the proposed State account management team model being proposed, including team member names, titles, and biographies as an attachment.

Single, Radio group.

- 1: Attached,
- 2: Not attached, please explain: [500 words]
- 5.3.2 Confirm the Account Team will be available to meet with OSC and update an action log on a bi-weekly basis and meet with OSC 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.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 5.3.3 Confirm you will include a Performance Guarantee on the Account Team's responsiveness.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 5.3.4 What member(s) of the account team will be dedicated solely to the OSC?

500 words.

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

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 5.3.6 The OSC reserves the right to review, edit co-brand, or customize any communication to its membership.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]]
- 5.3.7 All state business call center and customer service work operations requiring communications with members of the State and Partnership Plans and their eligible dependents will be performed in the State of Connecticut.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 5.3.8 How do you track member complaints? List the top 5 member complaints related to offering PBM Administrative Services, Specialty Pharmacy and/or Formulary Management Services as applicable. What processes/ remedies have been put into effect to resolve these complaints?

500 words.

5.3.9 How are disabled (e.g., hearing-impaired) member calls facilitated through your member services area? 500 words.

5.4 Implementation

5.4.1 The anticipated effective date is July 1, 2024. Please provide an implementation plan that includes both a project overview and details on specific tasks, timeliness, and responsibilities.

Single, Radio group.

- 1: Attached,
- 2: Not Attached
- 5.4.2 Are there any specific reporting or administrative procedures you would require of the State prior to implementation of your program?

Single, Radio group.

- 1: Yes, please explain: [500 words],
- 2: No
- 5.4.3 Please describe the biggest implementation risk and how risks will be mitigated.

500 words.

5.4.4 Will an implementation manager be assigned to lead and coordinate the implementation activities with the State?

Single, Radio group.

- 1: Yes, please explain: [500 words],
- 2: No
- 5.4.5 Provide a proposed timeline for implementation of the State contract to meet a 7/1/2024 effective date. Assume a January 29, 2024 contract award date.

500 words.

5.4.6 What type of custom branded communications materials and support do you provide with respect to onboarding and throughout the program? Is there an additional cost? Note the state seeks to cobrand materials with its CareCompass benefits branding whenever possible.

500 words.

5.5 HIPAA and Data Security Compliance

5.5.1 Please complete the following table regarding HIPAA EDI, Privacy, and Security.

	Response
Describe the process used by your company to comply with HIPAA EDI, Privacy, and Security requirements.	500 words.
	Compound, Pull-down list. 1: Yes, please explain: [200 words], 2: No

5.5.2 Is your staff trained on all Privacy and Security requirements? Describe your training program and enforcement policy.

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

5.5.3 How is security set up in the system? What are the different levels of security? 500 words.

5.5.4 Please describe the processes and procedures you have in place, including use of encryption. 500 words.

5.5.5 Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means?

```
Single, Radio group.

1: : Yes, please explain: [ 200 words ] ,

2: No, please explain: [ 200 words ]
```

5.5.6 What are your procedures for data destruction prior to hardware and media disposal? 500 words.

5.5.7 Have you had a HIPAA violation in the past three years? If yes, please describe what procedures are implemented to mitigate the risk of reoccurrence.

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

5.6 Performance Guarantees

5.6.1 Please provide your organization's proposed performance standards, including a description and percent of fees or dollars at risk.

Single, Radio group.

1: Attached,

2: Not provided.

5.6.2 Is your organization willing to offer a performance guarantee for account management?

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

6 Financial/Pricing

Bidders are required to complete all financial questions as instructed. Bidders should provide proposed fees separately for each year of the three-year contracts so that OSC's pricing terms keep pace with expected market trends.

All services covered under the proposed fee should be listed. However, some services may be offered as optional or ancillary and be covered by separate add-on fees. All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of the initial July 1, 2024, to June 30, 2027, contract periods.

6.1 PBM Administrative Services

PBM Administrative Service bidders may choose to provide guarantees as listed below. Stand alone traditional AWP discount guarantees and rebate minimum guarantees will not be considered. We ask all bidders to provide a transparent proposal with 100% pass through of all pharmaceutical manufacturer revenue that is fully verifiable and auditable. In addition, the state should be billed the amount reimbursed to network pharmacies in a fully transparent arrangement. The guarantees below are to be used for reconciliation purposes and sit on top of the fully transparent financial arrangement. The only source of revenue for bidders should come in the form of explicit administrative fees and shared savings as may be listed in the guarantees below.

For standard PBM Administrative Services, please offer your administrative fee on a PEPM basis. Per script administrative fees are not preferred with the exception of per script dispensing fees as may apply to mail order pharmacy and specialty pharmacy services offered directly by the PBM on an acquisition cost basis.

Please note the state reserves the right to contract under any, all or none of the pricing financial arrangements listed below. Bidders' responses will be combined with the evaluation of the bidder adjudication rates as well as formulary and contracting strategies to determine the Bidder that will provide the best financial outcomes for the plan.

Option 1 - PMPY by Therapy Class

Option 2 - Prospective Unit Cost Methodology

Option 3 – Maximum Net Paid PMPM Guarantees

6.1.1 Option 1: PMPY Guarantees by Therapy Class/Disease (includes specialty and non-specialty Rxs)

NOTES:

- In the tables below, Segal provided a listing of the top diseases comprising 80% of spend.
- New patients costs must be annualized based on actual days' supply used in the year.
- New to market drugs may be excluded for 6 months.
- All Underwriting Limits must be disclosed; at a minimum bidders must underwrite GDR and Drug Mix.
- PBM shall provide all Rx adjudication rates including rebates earned by therapy class.
- PBM agrees to reimburse the State of 100% of excess cost per patient over quoted maximum on annual basis.
- PBM will be required to provide year 2 and year 3 price caps to underwriting each year 90 days prior to new plan year.
- Bidder must list all clinical programs required to achieve guarantee by class.

6.1.1.1 Complete the table below for the first fiscal year of the contract. PBMs will be required to set annual PMPY dollar limits for each year of the contract based on proposed formulary, assumed adjudication rates, rebates and MAC lists. Maximum allowed amounts must cover all prescriptions for the therapy class dispensed for the patient in the plan year.

Therapy Class	Maximum Allowed Charges Patient/Year 1	Maximum Dispensing fees Patient/Year 1	Maximum Net Charge after rebates/Patient (before copays)	PBM Agrees to Reimburse 100% of Excess
Diabetes	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Oncology	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Autoimmune Disease	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Psoriasis	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Skin Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Multiple Sclerosis/Neuromuscular Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Asthma/COPD	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
ADHD/Narcolepsy	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Mental Health/Neurological Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Blood Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Viral Infections/HIV AIDS	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }

Depression	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Migraine	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Lipid/Cholesterol Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Hypertension	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Vaccines/Immunizing Agents	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Rare Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Seizure Disorder	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Cystic Fibrosis	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Anti-Infectives	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Fertility	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Heart Disease	Dollars.	Dollars.	Dollars.	Compound, Pulldown list. 1: Yes, 2: No: [500 words }
Contraceptives	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }

Diabetic Supplies/Monitoring	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Ulcer	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }

6.1.1.2 Complete the table below for the first fiscal year of the contract. PBMs will be required to set annual PMPY dollar limits for each year of the contract based on proposed formulary, assumed adjudication rates, rebates and MAC lists. Maximum allowed amounts must cover all prescriptions for the therapy class dispensed for the patient in the plan year.

Therapy Class	Maximum Allowed Charges Patient/Year 2	Maximum Dispensing fees Patient/Year 2	Maximum Net Charge after rebates/Patient (before copays)	PBM Agrees to Reimburse 100% of Excess
Diabetes	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Oncology	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Autoimmune Disease	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Psoriasis	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Skin Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Blood Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Viral Infections/HIV AIDS	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Depression	Dollars.	Dollars.	Dollars.	Compound, Pull- down list.

				1: Yes, 2: No: [500 words }
Migraine	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Lipid/Cholesterol Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Hypertension	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Vaccines/Immunizing Agents	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Rare Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Seizure Disorder	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Cystic Fibrosis	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Anti-Infectives	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Fertility	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Heart Disease	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Contraceptives	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Diabetic Supplies/Monitoring	Dollars.	Dollars.	Dollars.	Compound, Pull- down list.

			1: Yes, 2: No: [500 words }
Ulcer	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }

6.1.1.3 Complete the table below for the first fiscal year of the contract. PBMs will be required to set annual PMPY dollar limits for each year of the contract based on proposed formulary, assumed adjudication rates, rebates and MAC lists. Maximum allowed amounts must cover all prescriptions for the therapy class dispensed for the patient in the plan year.

Therapy Class	Maximum Allowed Charges Patient/Year 3	Maximum Dispensing fees Patient/Year 3	Maximum Net Charge after rebates/Patient (before copays)	PBM Agrees to Reimburse 100% of Excess
Diabetes	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Oncology	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Autoimmune Disease	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Psoriasis	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Skin Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Blood Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Viral Infections/HIV AIDS	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Depression	Dollars.	Dollars.	Dollars.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }

Migraine	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Lipid/Cholesterol Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Hypertension	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Vaccines/Immunizing Agents	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Rare Disorders	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Seizure Disorder	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Cystic Fibrosis	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Anti-Infectives	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Fertility	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Cardiovascular/Heart Disease	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Contraceptives	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }
Diabetic Supplies/Monitoring	Dollars.	Dollars.	Dollars.	Compound, Pull- down list. 1: Yes, 2: No: [500 words }

Ulcer	Dollars.	Dollars.	Dollars.	Compound, Pull-
				down list.
				1: Yes,
				2: No: [500 words }

6.1.1.4 Please describe how you would adjust your business practices to be successful under this type of financial guarantee arrangement. For example, this arrangement provides an incentive to control waste and prefer net lowest cost alternatives. Please describe the various ways in which your organization would adjust its standard business practices to meet the terms of this guarantee and how the benefits of such adjustments would accrue to the pharmacy plan and plan members.

1000 words.

6.1.1.5 Confirm the PBM will use GPI-6 from Medispan to determine the drugs that are part of each of the Therapy Classes/Disease for the PMPY Guarantees by Therapy Class/Disease; otherwise the PBM may be disqualified.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

6.1.2 Option 2: Prospective Unit Cost Pricing Methodology

NOTES:

- All GPI14s within the Top 80% of Total Cost per year should be quoted.
- New to market drugs may be excluded for 6 months.
- All Underwriting Limits must be disclosed.
- PBM shall provide all Rx adjudication rates (maximum unit cost, administrative fees, dispensing fees by distribution channel).
- PBM agrees to reimburse the State of 100% of excess cost per patient on annual basis.
- PBM will be required to provide year 2 and year 3 price caps to underwriting each year. Unit cost maximums are to be measured on the aggregate weighted average amount for the plan year for all claims.
- 6.1.2.1 Please refer to Attachment F for instructions regarding completion of this pricing methodology. Confirm you have included the attachment with this response.

Single, Radio group.

- 1: Confirmed and attached,
- 2: Not confirmed: [500 words]
- 6.1.2.2 Please name the attachment you provided in response to this question.

50 words.

6.1.2.3 Please describe how you would adjust your business practices to be successful under this type of financial guarantee arrangement. For example, this arrangement provides an incentive to prefer the lowest net cost brand rather than the brand that generates the largest rebate. Please describe the various ways in which your organization would adjust its standard business practices to meet the terms of this guarantee, including how you would adjust rebate agreements with manufacturers specific to the state plan, and how the benefits of such adjustments would accrue to the pharmacy plan and plan members.

1000 words.

6.1.2.4 Confirm the PBM will use GPI-14 from Medispan to determine the drugs that are part of each of these Option 2: Generic/Brand GPI-14 Maximum Unit Cost Pricing Guarantees; otherwise the PBM may be disqualified.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

6.1.3 Option 3: Alternative Pricing Guarantee - Maximum Net Paid PMPM Guarantees

6.1.3.1 The State will consider a simplified Net Paid PMPM Guarantee that is measured quarterly. This arrangement will allow the bidder to quote a fiscal year maximum net paid PMPM claim cost guarantee that covers all eligible claims. The State would self-insure claims after application of bidder adjudication costs, all applicable rebates, member copays and dispensing fees. Bidder will quote a maximum PMPM rate applied to covered lives each quarter. Bidder PMPM quote should include the value of assumed adjudication costs, rebates, clinical drug utilization management programs and member copays. On a quarterly basis Bidder will calculate the actual claims paid and the maximum paid guarantee amount derived by multiplying the covered member population per month times the maximum PMPM rate quoted by the Bidder. Bidder will credit the State 100% of the excess over the derived maximum PMPM guarantee within 30 days after the most recently completed quarter. New to market drugs with less than 6- months of market experience can be excluded from the PMPM guarantee.

Bidder PMPM MAX QUOTE	7/01/2024 –	7/01/2025 –	7/01/2026 –
	6/30/2025	6/30/2026	6/30/2027
PMPM	Dollars.	Dollars.	Dollars.

6.1.3.2 Detail other underwriting requirements.

1000 words.

- 6.1.3.3 Under this alternative pricing individual channel discounts and rebates would be proposed with adjudication rates but not guaranteed. Provide proposed or estimated adjudication rates by channel for year 1. 1000 words.
- 6.1.3.4 Please describe how you would adjust your business practices to be successful under this type of financial guarantee arrangement. For example, this arrangement provides an incentive to reduce waste and prefer the lowest net cost drugs. Please describe the various ways in which your organization would adjust its standard business practices to meet the terms of this guarantee and how the benefits of such adjustments would accrue to the pharmacy plan and plan members.

 1000 words.

6.1.4 Price Inflation Guarantees

NOTES:

Savings must be measured from target trend guarantees quoted

- Bidder will receive 25% of savings up to a maximum of annual base administrative fees charged to the State
- 6.1.4.1 Do you agree to offer average annual per Rx price inflation guarantees by channel, adjusted for day supply, for all drugs that have been available in the market for at least 12 months? Provide separately for each year of the initial contract term.

Distribution Channel	Average Adjudication Cost per Rx	Target Annual Max Trend Rate (%)	Excess above Trend Rate Reimbursed
Retail Brand	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Retail Generic	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Retail/Mail Brand 90 day	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Retail/Mail Generic 90 day	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Specialty Brand	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }
Specialty Generic	Dollars.	Percent.	Compound, Pull-down list. 1: Yes, 2: No: [500 words }

6.1.4.2 What underwriting restrictions would you require to accept at least 50% of the risk above the target rate?

1000 words.

6.1.4.3 Confirm the bidder agrees it will review the financial terms of the State compared to financial offering presented to similar employers in the marketplace as deemed appropriate as part of this process and offer improved pricing to the State if there is an overall plan cost savings of over 1% in the marketplace.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.1.5 Administrative Fees

6.1.5.1 Complete the following Administrative Fee Table. For standard PBM Administrative Services, please offer your administrative fee on PEPM basis. Per script administrative fees are not preferred with the exception of per script dispensing fees as may apply to mail order pharmacy and specialty pharmacy services offered directly by the PBM on an acquisition cost basis.

	Year 1	Year 2	Year 3
Administrative Fee	Dollars.	Dollars.	Dollars.

Administrative Fee Basis (Select One	Single, Pull-down list.	Single, Pull-down list.	Single, Pull-down list.
	1: Per Member Per Month,	1: Per Member Per Month,	1: Per Member Per Month,
	2: Per Employee Per Month,	2: Per Employee Per Month,	2: Per Employee Per Month,
	3: Flat Amount Per Year	3: Flat Amount Per Year	3: Flat Amount Per Year

6.1.5.2 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:

PROPOSED 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 the Funds 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.
Other	Single, Pull-down list. 1: Yes, 2: No	100 words.

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

Single, Radio group.

- 1: Yes, [500 words],
- 2: No, please explain: [500 words]
- 6.1.5.4 List any OPTIONAL services and supplies and their respective fee that are not included in the base administrative fees.

500 words.

6.1.6 Repricing

6.1.6.1 Bidders are required to provide a full prescription drug claim repricing file using the format in the chart below. Bidders shall provide assumed adjudication rates, dispensing fees and rebates by channel that are used in this repricing exercise. A Prescription drug claim-line detail will be made available through a secure workspace established by Segal, for each Bidder. No data will be issued without first having a signed NDA/Confidentiality Agreement on file. Please provide the name of the attachment (s)

Claim	NDC	Brand/	Distribution	Acquisition	Dispensing	Member	Rebate	Estimated
ID		Generic	Channel	Ingredient	Fee	Cost		Net Plan
		Designation		Cost		Share		Cost

1000 words.

6.1.6.2 Bidders are required to provide a summary of the repricing using the chart below.

Line Item	Year 1	Year 2	Year 3
Retail 30 Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Retail 90 Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Mail Order Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Specialty (including LDDs) Retail Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Specialty (including LDDs) at Specialty Network Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Other Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Gross Drug Estimated Costs (including Ingredient Cost & Dispensing Fees)	Dollars.	Dollars.	Dollars.
Administrative Fees	Dollars.	Dollars.	Dollars.
Gross Drug Estimated Costs + Administrative Fees	Dollars.	Dollars.	Dollars.
Member Cost Share	Dollars.	Dollars.	Dollars.
Estimated Plan Cost	Dollars.	Dollars.	Dollars.
Retail 30 Rebates	Dollars.	Dollars.	Dollars.
Retail 90 Rebates	Dollars.	Dollars.	Dollars.
Mail Order Rebates	Dollars.	Dollars.	Dollars.
Specialty (including LDDs) Retail Rebates	Dollars.	Dollars.	Dollars.
Specialty (including LDDs) at Specialty Rebates	Dollars.	Dollars.	Dollars.
Other Drug Rebates	Dollars.	Dollars.	Dollars.
Total Projected Rebates	Dollars.	Dollars.	Dollars.
Estimated Cost to the Plan After Rebates	Dollars.	Dollars.	Dollars.

6.2 Specialty Pharmacy Network Participation Services

6.2.1 Specialty Pharmacy Network Participation Pricing

NOTES:

Provide Proposed "Acquisition Cost Plus" Pricing by NDC assume a limited network similar to the current construct, adjusted for the results of this procurement.

- 6.2.1.1 Provide an Acquisition Cost pricing list **in Excel** of all specialty pharmaceuticals, including biosimilars plus Limited Distribution Drugs **that your company has access to as well as those that it does not have access to**, 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. Projected Adjudication Cost and Dispensing Fee for all specialty pharmacy program prescriptions for the specialty arrangement the adjudication rate during the plan year with annual reconciliation to reflect actual acquisition costs and contracted administrative fees.
- 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
- 6.2.1.2 Confirm you provided the most recent Limited Distribution Drug (LDD) 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 LDD/ Exclusive Distribution Products in the attachment of the previous question. If not, please provide your proposed LDD 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.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [200 words]
- 6.2.1.3 Confirm you provided the most recent Biosimilar Indicator in the attachment for the previous question. If not, please provide your proposed Biosimilar Drug List with NDC-11 in an Excel File that will be in place.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 6.2.1.4 Complete the following table under the proposed specialty arrangement:

Specialty Drugs Dispensed at Participating Retail	• •		7/01/2026 – 6/30/2027
Pharmacies under the Specialty Arrangement			
Dispensing Fee per Claim	Dollars.	Dollars.	Dollars.
Administrative Fee	Dollars.	Dollars.	Dollars.

Administrative Fee Basis (Select One)	Single, Pull-down list.	Single, Pull-down list.	Single, Pull-down list.
	1: Per Member Per	1: Per Member Per	1: Per Member Per
	Month,	Month,	Month,
	2: Per Employee Per	2: Per Employee Per	2: Per Employee Per
	Month,	Month,	Month,
	3: Flat Amount Per Year	3: Flat Amount Per Year	3: Flat Amount Per Year

6.2.1.5 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).

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 6.2.1.6 Confirm specialty pricing will apply to all claims that adjudicate at the specialty pharmacy regardless of days' supply.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 6.2.1.7 Confirm the Bidder does not require an exclusive specialty arrangement and agrees to be part of the PBM Administrative Services vendor Specialty Network along with other Specialty Pharmacy Network Participants selected by OSC.

Single, Radio group.

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

6.2.2 Repricing

6.2.2.1 Bidders are required to provide a full specialty prescription drug claim repricing file, using the projected acquisition cost pricing provided above. A file format will be provided as Attachment G. Specialty prescription drug claim-line detail will be made available through a secure workspace established by Segal, for each Bidder. No data will be issued without first having a signed NDA/Confidentiality Agreement on file. Please provide the name of the attachment (s)

1000 words.

6.3 Formulary Management Carve Out Services

6.3.1 Formulary Management Pricing

6.3.1.1 Complete this table for your Administrative Fees:

	Year 1	Year 2	Year 3
Administrative Fee	Dollars.	Dollars.	Dollars.
Administrative Fee Basis (Select One)			
	1: Per Member Per Month,	1: Per Member Per Month,	1: Per Member Per Month,

2: Per Employee Per Month, 3: Flat Amount Per Year 2: Per Employee Per Month, 3: Flat Amount Per Year 3: Flat Amount Per Year

7 PBM Administrative Services

7.1 Confirmations

7.1.1 Confirm that you have at least five (5) years of experience in providing prescription drug benefit plan services, including claims administration and retail pharmacy network services for a minimum of five (5) years.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.2 Please confirm your agreement with the following statement: The bidder agrees to act in the best interest of the plan and plan members in providing (i) claim files, (ii) pricing information, and (iii) rebate information, to the plan sponsor. In this regard, the bidder agrees to provide biweekly or monthly disclosure of all ingredient costs, dispensing fees, taxes, and any other charges incurred by the plan sponsor under this contract for the reporting period.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.3 Confirm you will provide to the State 100% pass-through of all manufacturer revenue received by your organization (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 from manufacturers that in anyway relate to the utilization or data associated with the plan).

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.4 Confirm you will provide drug specific rebates at the point of sale for all applicable Rx claims that generate a rebate.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.5 Confirm you will honor 100% pass through retail pricing.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.6 Confirm you will provide annual or quarterly prospective unit cost price maximums.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.7 Confirm you will offer fixed Prospective Pricing Guarantees.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.8 Confirm you will pay reasonable and transparent and dispensing fees to pharmacies.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.9 Confirm you will negotiate rebates based on the State plan's book of business market share and not Contractor's book of business market share when advantageous to the state.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.10 Confirm you will provide quarterly rebate reporting at the NDC level by manufacturer.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.11 Confirm you will include actual allowed amount in claims feed including what is paid to pharmacy as well as POS rebates.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.12 OSC may, at its discretion, engage outside vendors, consultants or other experts to recommend changes to the PDL and utilization management policies, Contractor shall work with any such outside group as directed by the Comptroller to implement such changes. Confirm your agreement.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.13 Contractor will allow third party to bid on consulting for PDL development as described in the confirmation above.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.14 Will you apply specialty rebates at the point of sale as credit with annual reconciliations?

Single, Radio group.

1: Yes.

2: No, please explain: [500 words]

7.1.15 Confirm that you have the ability to interface, at a minimum, with OSC, Quantum Health, the medical and dental carriers, their consultant and data warehouse vendors for data and file sharing at a frequency requested by OSC.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.16 Confirm that you have been administering such programs to at least two clients with a minimum of 100,000 lives for a minimum of two (2) years.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.17 Confirm you will develop data sharing with Provider Groups, particularly those groups engaged in value-based contracts with the State plan or its medical carrier.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.18 Confirm you will disclose 340B relationships and terms.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.19 Confirm you will require dispensing of the full range of legal medications for reproductive health services where legal.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.20 Confirm you will explore options for better participation in maintenance drug network by independent pharmacies.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.21 Confirm you will expand the State audit rights to include:
 - Ability to audit top 20 rebate manufacturers in any given years
 - Identification of State plan's contracted auditor to be approved as part of RFP process
 - No black out periods
 - No physical onsite requirements

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.22 Confirm you will allow third party pre-adjudication review of pharmacy claims payments performed by the state's vendor of choice.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.23 Confirm you will dispense specialty drugs from source/channel with lowest net cost to plan.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 7.1.24 Confirm that you agree to provide reporting to the State's data warehouse vendor (HDMS) and Consultant (Segal), details to be determined.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.1.25 Confirm the Bidder agrees to include the vendor(s) selected from the Specialty Pharmacy Network portion of this RFP in the Specialty Network without impacting the Pricing.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.2 Definitions

7.2.1 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 OSC 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.)	words.
b. Confirm the PBM will pass through 100% of Manufacturer Administrative Fees paid by manufacturers to the PBM in relation to OSC's non-specialty, specialty and overall utilization.	Single, Pull-down list. 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	words.
c. Confirm the PBM will pass through 100% of Inflation Protection Payments paid by pharmaceutical manufacturers to the PBM in relation to OSC's utilization.	Single, Pull-down list. 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	words.
d. Confirm the PBM will pass through 100% of rebates and other forms of payments invoiced and collected from pharmaceutical manufacturers/rebate aggregators for all products dispensed to plan participants.	Single, Pull-down list. 1: Yes, 2: No (If "No", please provide your proposed contractual language.)	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	Single, Pull-down list. 1: Yes, 2: No (If "No", please provide your	500 words.

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.	proposed contractual language.)	
f. 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.)	words.
g. 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.)	words.
h. 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.)	words.
i. Specialty Drug - 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.)	words.
j. Limited Distribution Drug - Limited Distribution Drugs (LDDs). 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 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.)	words.
k. Acquisition Cost – Actual purchase cost for covered items from manufacturers or wholesalers, net of all adjustments, purchase discounts, or specialty service fees.	Single, Pull-down list. 1: Yes, 2: No (If "No", please	500 words.

provide your	
proposed contractual	
language.)	

7.3 Network Management

7.3.1 All full-service PBM 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 verification of the signed NDA. 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.

Single, Radio group.

1: Attached,

2: Not attached: [500 words]

7.3.2 Please provide the name of that Excel file.

50 words.

7.3.3 Please provide a summary of your retail network disruption analysis using the tables below:

Type of Change	Retail 30 Network	Retail 90 Network
Number of 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.

7.3.4 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.

7.3.5 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.

7.3.6 Please describe your strategy and commitments to reduce member abrasion due to pharmacy network match, including any commitments to grow the network.

1000 words.

- 7.3.7 Describe how you would minimize any identified retail network member disruption. *1000 words.*
- 7.3.8 Describe your pharmacy contracting strategies and how they would differ under an arrangement without AWP discount guarantees how would you encourage pharmacies to procure and dispense the highest value drugs and move away from largest AWP discount how would you ensure the state gets the lowest available adjudication cost for the drugs that are dispensed?

 1000 words.
- 7.3.9 The State has existing POS rebates with rebates estimated at the drug level and sharing of claims data with provider groups engaged in value-based contracts with the state plan or its medical carrier. Please confirm the following new RFP requirements can be met:

Requirement	Confirmation to Meet Requirement
Quarterly rebate reporting at the NDC level by manufacturer.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
For Rebate agreements based on market share requirements, Contractor shall negotiate Rebates based on the plan's book of business market share and not Contractor's book of business market share when requested.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Claims feed to include actual allowed amount including paid to pharmacy.	Compound, Pull- down list. 1: Confirmed,

	2: Not confirmed: [500 words]
Claims feed to include actual allowed amount including POS rebates at the NDC level.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Drug to be dispensed from source that provides lowest net cost to the plan	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Disclosure of 340B relationships and terms. If agree, please list those relationships and terms.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Disclosure of any indirect revenue streams. If agree, please list any indirect revenue streams.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Ability to utilize pull-through program.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
On-demand access to manufacturer rebate contracting terms., subject to confidentiality agreement.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Full disclosure of all manufacturer revenue sources, subject to confidentiality agreement.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Negotiate POS brand adjudication costs that includes the value of rebates at the time the brand is dispensed. Still conduct annual reconciliation against minimum rebate guarantees.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]
Ability to provide rebates on high-cost drugs that do not meet minimum clinical outcomes.	Compound, Pull-down list. 1: Confirmed, 2: Not confirmed: [500 words]

7.3.10 Describe how you contract with pharmaceutical manufacturers. *500 words*.

7.3.11 Confirm you will provide to the State (electronically via your website) a complete copy of the Formulary (including preferred, non-preferred and excluded drugs) that is in place for the State's members throughout the life of the contract.

500 words.

7.3.12 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. In addition to this, please provide the potential savings/ cost differential as a result of using the PBM's formulary and preferred alternative(s) compared to the current formulary. Please ensure the attachment 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.

Provide the name of the attachment(s).

500 words.

7.3.13 Please provide a summary of your formulary disruption analysis using the table below. <u>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).</u>

Type of Change	Member Impact	% of Total Members	•	% 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.

7.3.14 Bidders will complete and provide the following table:

	Covered to Not Covered/Excluded based on	Covered to Not Covered/Excluded based on	#3 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate
	Member and Script Impact.]	Member and Script Impact.]	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	Percent.	Percent.	Percent.

brands and generics)			
Name of Preferred Alternative	5 words.	5 words.	5 words.
Total Cost Improvement for using PBM's Preferred Alternative(s)	100 words.	100 words.	100 words.

- 7.3.15 Generally, the State plan has sought to minimize disruption for members currently utilizing a specific therapy. This is often done by grandfathering existing utilizers when changes to the formulary or prior authorization requirements are made. Please describe strategies your organization has used or would recommend to limit member disruption associated with formulary adjustments, while at the same time encouraging members and prescribers to switch when their current therapy is potentially lower value (less effective/higher cost) than other available alternatives. Please, use specific examples in your response. 1000 words.
- 7.3.16 Describe how you would minimize any identified member disruption related to formulary changes. *1000 words*.
- 7.3.17 How will bidder adjust its negotiation strategy with drug manufacturers to maximize the value of manufacturer rebates and minimize adjudication costs in a manner that conforms to an evidence based PDL e.g. Eliminate interdependency of rebate contracts across all manufacturer products, instead create rebate agreements by client? (or make recommendations for how PBM administrator may make such adjustments). 500 words.
- 7.3.18 Confirm the bidder has designed the proposed formulary with the ability for OSC to make edits or adjustments to the proposed formulary as OSC best sees fit based on the OSC's discussions with the PBM Administrative Services Vendor and OSC's Formulary Management Vendor.

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

 500 words.
- 7.3.20 What is the process that your organization uses to move drugs from a non-specialty or specialty drug classification to a LDD classification? How much notice will be provided to the State and affected members prior to the change? Will you allow the State the ability to reject any changes in such classification? 500 words.
- 7.3.21 Confirm the bidder will provide OSC with an estimated impact analysis to the Pricing within 30 calendar days as a result of these proposed edits or adjustments to the formulary.

 500 words.

7.3.22 Confirm the bidder shall provide a detailed disruption report of any proposed formulary exclusion or reclassification.

500 words.

7.3.23 Confirm a drug will be considered "New to Market" for no more than 6 months. In addition, describe the process your organization will take to move a drug from the New to Market pricing to obtaining the lowest net cost under your proposed pricing arrangement.

Single, Radio group.

- 1: Yes, please explain: [500 words], 2: No, please explain: [500 words]
- 7.3.24 Confirm the bidder shall not add new drugs or line extensions to the OSC's coverage until the new drug or line extension is reviewed and approved by OSC and OSC's Formulary Management Services vendor for purposes of determining formulary status and utilization management.

500 words.

7.3.25 Confirm the bidder shall apply OSC's customized Utilization Management (e.g., prior authorizations, quantity limits, step therapy) criteria as specified by OSC and its Formulary Management Services vendor, at no additional cost.

500 words.

7.3.26 Confirm the bidder shall allow OSC to remove or add prior authorizations, quantity limits, step therapies, or a combination thereof on an individual drug level.

500 words.

7.3.27 Will bidder agree to seek plan specific rebate agreements with manufacturers to reflect plan's PDL strategy and decisions?

Single, Radio group.

1: Yes

2: No, please explain: [500 words]

7.3.28 How do you define a Biosimilar Drug?

500 words.

7.3.29 Please describe your current and future strategy for leveraging biosimilar drugs when appropriate and cost effective for the plan.

500 words.

7.3.30 What are your fees associated with ePA?

50 words.

7.3.31 How does your ePA program drive to the most clinically effective, lowest cost therapy? Please provide examples.

500 words.

7.3.32 Please provide the following data surrounding your ePA program.

Response Comments

% of your network that has ePA available and turned on in their EMR	Percent.	
% of PA claims run through ePA	Percent.	
% of ePA claims that are approved first pass	Percent.	
% of ePA claims that result in a lower cost drug to be dispensed (include savings)	Percent.	100 words.
% of ePA claims that result in a higher cost drug to be dispensed (include costs)	Percent.	100 words.
% of ePA claims that are denied	Percent.	

7.3.33 Confirm lowest net cost options will be provided through the e-Prescribing tool and describe the technical process and user experience in providing this information.

Single, Radio group.

- 1: Confirmed, [500 words],
- 2: Not confirmed: [500 words]
- 7.3.34 How does your organization leverage its proposed formulary, access and programs to ensure members obtain the lower net cost options and/or highest value prescription?

500 words.

- 7.3.35 Do you report target and achieved rates for medication adherence and at what proposed frequency? If yes, what medications/disease would you report on for this client?

 1000 words.
- 7.3.36 Please describe your auto refill program. Is the program regularly reviewed for to identify potential waste? Please describe.

500 words.

7.3.37 Do you collect and report race and ethnicity data?

Single, Radio group.

- 1: Yes, please explain: [500 words],
- 2: No
- 7.3.38 How does your program address health equity?

500 words.

- 7.3.39 How does your organization incorporate DEI concepts and focus on social determinants of health? 1000 words.
- 7.3.40 How does your organization maximize opportunities to partner with diverse contractors? *1000 words*.
- 7.3.41 Please describe policies and procedures in place to limit waste and ensure appropriate utilization. *500 words.*
- 7.3.42 Please describe your policies and procedures to ensure accurate filled scripts and protocols and reviews to ensure patient safety.

1000 words.

7.3.43 Please describe how you encourage participating network pharmacies and/or the PBM affiliated mail order and specialty pharmacy to access the lowest cost generic drugs available in the market. For example, new non-profit drug manufacturers have recently entered the market, as have other market disruptors, how will you encourage network pharmacies and/or the PBM affiliated mail order and specialty pharmacies to leverage these new procurement options when they offer the net lowest cost.

1000 words.

7.3.44 How does your current business practices support the State's goals? 1000 words.

7.4 Manufacturer (i.e., copay or patient assistance) Assistance Program

7.4.1 As discussed, the State participates in the PrudentRx program offered by CVS. Confirm that you offer a similar manufacturer assistance program that leverages manufacturer patient assistance programs to reduce member and plan costs. Please describe your program including how you assist members with enrollment and provide estimated member and plan savings anticipated given the State plan utilization.

500 words.

7.4.2 Confirm your proposed manufacturer assistance program does NOT require an exclusive specialty network but rather can accommodate a state specific limited pharmacy network that includes in-state hospital-based specialty pharmacies.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.4.3 Please provide the fees associated with your manufacturer assistance program. Please note the state will not accept a fee structure based upon a percentage of program savings. Fees should be structured as per enrolled member per month or an overall PMPM.

1000 words.

7.4.4 Provide your estimated member impact and claims impact as a result of this manufacturer assistance program/ variable copay program for specialty drugs. Provide the name of the attachment(s). 500 words.

7.4.5 Provide your estimated savings as a result of this manufacturer assistance program/ variable copay program for specialty drugs. Provide the name of the attachment(s).

500 words.

7.4.6 Provide your estimated guaranteed savings as a result of this manufacturer assistance program/ variable copay program for specialty drugs. Provide the name of the attachment(s).

500 words.

7.4.7 Provide a list of drugs, and the respective monthly/annual copay limit, included in your copay assistance program/ variable copay plan design. Provide the name of the attachment(s). 500 words.

7.4.8 Describe the member enrollment process in the patient assistance program and describe the claims adjudication process under the manufacturer assistance program, including the role of the member, PBM, and pharmacy.

500 words.

7.4.9 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.

500 words.

7.4.10 Confirm the PBM will be able to exclude the portion of cost funded by the manufacturer from a member's accumulators (i.e., deductible) as part of the copay assistance program.

500 words.

7.5 Audit Rights

7.5.1 Right to Audit: All bidders agree to extend audit rights to OSC and cooperate with any outside audit firm OSC 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]

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

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.3 Confirm OSC 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]

7.5.4 OSC 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 bidder. 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]

7.5.5 OSC 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 bidder will provide all documentation necessary to perform the audit.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.6 OSC will not be held responsible for time or miscellaneous costs incurred by the bidder in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to OSC or its designee by the bidder 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]

7.5.7 The bidder 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 bidder.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.8 The bidder will not set a maximum of claim samples per audit. OSC or the auditor, on behalf of OSC, 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]

7.5.9 The bidder 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 bidder or the number of years that encompass the scope of the audit.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.10 OSC or its designee will have the right to audit to the top 20 pharmaceutical manufacturer contracts 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. Confirm your agreement with both of these provisions.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

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

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.12 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]

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

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

7.5.14 Confirm OSC 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]

7.5.15 Confirm OSC 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]

7.5.16 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].

7.6 Member Service, Account Management and Implementation Allowance (PBM Services Only)

7.6.1 Please describe how the PBM will ensure the account team is consistently fully staffed and has adequate experience and professionalism to manage an account the size of the State of Connecticut?

500 words.

7.6.2 Confirm you will provide a dedicated 1-800-telephone number solely available for all plan 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 the State's plans and benefits.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.6.3 The state uses an advocacy customer service model that directs all customer service calls to a central call center through Quantum Health. To be successful advocates, Quantum's call center requires access to pharmacy claims data, ability make low level overrides in the PBMs system (e.g. refill too soon for member on vacation). Please describe your willingness and ability to work with Quantum health to provided needed data access and to create protocols for handling member issues, that may require the involvement of Bidder's customer service agents or the member account team.

1000 words.

7.6.4 Please describe the call center staffing. Will the call center have designated customer service agents. How will the call center capacity be able to flex to leverage additional enterprise resources during times of high call volume.

500 words.

7.6.5 The bidder agrees to document 100% of the State's member service calls through call recordings and call notes. Bidder will forward written transcripts of calls at OSC's request within two business days of the request being made. Please confirm your agreement.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

7.6.6 Provide the most recent 4 quarters of results for claim adjudication financial accuracy rates for the facilities that would handle the State's plan.

500 words.

7.6.7 The Bidder agrees to, at minimum, quarterly calls to review member service issues. The PBM agrees to allow OSC to review member service quality issues to the resolution endpoint.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

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

500 words.

7.6.9 Can members view real time final cost net of rebate price by drug and pharmacy via your website, mobile app or call center?

Multi, Checkboxes.

- 1: Website,
- 2: Mobile app,
- 3: Call center,
- 4: Other, please explain: [200 words]

7.6.10 Please provide OSC with a dummy login so that they can access your member website. If not possible, please provide an attachment with images of the member website layout.

500 words.

7.6.11 OSC requires the PBM member site to be available through a single sign-on link from the Quantum Health portal. Confirm that such functionality will be properly tested during implementation and in place by the start of the contract period.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.6.12 Please describe the ability to customize the member services experience including co-branding the member login website and application.

500 words.

7.6.13 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 & 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.

7.6.14 Please provide the following information regarding the proposed call center: (Note location for center that would be proposed to manage the State plan)

	Q3 2022	Q4 2022	Q1 2023	Q22023
Location	20 words.	20 words.	20 words.	20 words.
Days of Operation	20 words.	20 words.	20 words.	20 words.

Hours of Operation	20 words.	20 words.	20 words.	20 words.
Percent of Calls Abandoned	Percent.	Percent.	Percent.	Percent.
Average Number of Seconds to Reach Live Representative (not IVR)	Decimal.	Decimal.	Decimal.	Decimal.

7.6.15 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.
Other				

7.6.16 Please complete the following table regarding implementation allowance/credits.

Allowance	Description	Response
Implementation	Place the \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the State.	Dollars.
Pre-Implementation Audit	Place the flat dollar (\$) amount you are offering the State to be used to conduct a pre-implementation audit	Dollars.
Annual Audit	Place the annual dollar (\$) Per Member amount or the flat dollar (\$) amount you are offering the State to be used annually to verify the State is receiving the adjudication costs and major services as contracted as well as 100% of rebates.	Dollars.
Annual General Pharmacy Program Management	Place the annual \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the Plan 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.	Dollars.

7.7 Data Exchange, Outreach and Reporting (PBM Services Only)

7.7.1 The state's medical carrier, Anthem, holds the plans eligibility and sends regular eligibility files to the PBM. Please confirm you will receive an eligibility file from the medical carrier.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

7.7.2 Confirm that you will generate a reconciliation eligibility file monthly or on demand and that this file will be reconciled to the billing.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

7.7.3 Provide a listing of reports that are available to the health plan and providers.

500 words.

7.7.4 How does your program address social determinants of health that may contribute to the manifestation or severity of chronic diseases?

500 words.

7.7.5 The State has designed and implemented a Primary Care Initiative Program that gives primary care providers additional financial resources to invest in improved care management, coordination, and access for members to the care experience, improve outcomes and reduce total health care costs. It is essential that the PBM support this partnership through data sharing and outreach to these and other providers. Please describe your communication and reporting approach and strategies to assist providers with pharmacy decisions. 500 words.

7.8 References

7.8.1 List all Public Sector clients that terminated their contracts with your organization in the last 24 months.

	Reference #1	Reference #2	Reference #3
Name	50 words.	50 words.	50 words.
Address	50 words.	50 words.	50 words.
Email	50 words.	50 words.	50 words.
Telephone	50 words.	50 words.	50 words.

7.9 Federal No Surprises Act and Final Transparency Rule (PBM Services Only)

7.9.1 General

7.9.1.1 Describe how your company will assure that OSC 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.

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

500 words.

7.9.1.3 List any technical specifications that OSC 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.

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

Single, Radio group.

1: Yes,

2: No, explain: [500 words]

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

Single, Radio group.

1: Yes,

2: No, explain: [500 words]

7.9.2 Transparency Rules (PBM Services Only)

7.9.2.1 Will you prepare an internet-based self-service tool that makes available to plan participants real time cost-sharing information concerning covered prescription drug items and services in accordance with the rule? 500 words.

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

500 words.

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

500 words.

7.9.2.4 Please provide screenshots of the web portal to be used for the participant cost-sharing disclosure. *500 words.*

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

500 words.

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

500 words.

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

500 words.

7.9.3 Gag Clause

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

500 words.

7.9.4 No Surprises Act (PBM Services only)

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

500 words.

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

500 words.

7.9.4.3 State which elements of the reporting requirements you will be responsible for and which requirements you expect OSC to be responsible for.

500 words.

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

500 words.

7.9.4.5 State any additional costs for this reporting service.

500 words.

8 Specialty Pharmacy Network Participation Services

8.1 Specialty Pharmacy Network Participation Questionnaire

8.1.1 Confirm you will offer an acquisition cost plus model for specialty drugs at your own Specialty Pharmacy with rights to audit, as applicable, as outlined in this RFP.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.2 Confirm you will dispense specialty drugs from source/channel with lowest net cost to plan.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

8.1.3 Confirm you will work with the selected PBM Administrative Services vendor to become part of its network based on the agreed upon terms in order to dispense non-specialty drugs.

Single, Radio group.

- 1: Confirmed, [500 words], 2: Not confirmed: [500 words]
- 8.1.4 Confirm you will disclose 340B relationships and terms.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.5 Confirm your agreement with the following definition of Specialty Drug 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, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.6 Confirm the selected Specialty Pharmacy Network Participant will agree to OSC's definition of Specialty Drugs and which drugs should be dispensed via the Specialty Pharmacy Network Participants and adhere to the Utilization Management protocols administered by the PBM Administrative Services vendor as indicated by OSC with the input from the Formulary Management Services vendor.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.7 Confirm your agreement with the following definition of Acquisition Cost Actual purchase cost for covered items from manufacturers or wholesalers, net of all adjustments, purchase discounts, or specialty service fees.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.8 How do you define a Biosimilar Drug?

500 words.

8.1.9 Please describe your current and future strategy for leveraging biosimilar drugs when appropriate and cost effective for the plan.

500 words.

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

500 words.

8.1.11 Please describe your policies and procedures to ensure accurate filled scripts and protocols and reviews to ensure patient safety.

500 words.

8.1.12 Please describe your ability and proposed plan to minimize member disruption if the results of the procurement require some plan members to change their specialty pharmacy, assuming some or all of the disrupted utilizers move to your specialty pharmacy for services.

500 words.

8.1.13 Confirm that you will work with any state manufacturer assistance program to ensure manufacturer assistance is applied when applicable without member impact or abrasion.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.14 Please describe policies and procedures in place to limit waste and ensure appropriate utilization. 500 words.
- 8.1.15 What are the qualifications of your member services staff? How are they trained to appropriately support the State's members?

500 words.

8.1.16 Confirm you will provide a dedicated 1-800-telephone number solely available for all plan members and plan designees. 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 the State's plans and benefits.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.1.17 List the functions members can perform using your member website and mobile app.

500 words.

8.1.18 How are members educated about their specialty medications?

500 words.

8.1.19 Please describe how your specialty pharmacy services integrates and coordinates care with the treating physician/prescriber.

500 words.

8.1.20 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]
- 8.1.21 Describe your proposed report package and note frequency of each report.

500 words.

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

500 words.

8.1.23 Please describe how your specialty pharmacy seeks to access the lowest cost generic drugs available in the market. For example, new non-profit drug manufacturers have recently entered the market, as have other market disruptors, how does or will your specialty pharmacy leverage these new procurement options when they offer the net lowest cost procurement option.

1000 words.

8.2 Audit Rights

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

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [500 words]
- 8.2.2 Confirm OSC has the right to audit acquisition cost pricing arrangements at any contracted specialty and mail order pharmacy to ensure the acquisition cost of the dispensed specialty drugs is consistent with the aggregate costs billed to OSC, plus administrative fees.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 8.2.3 Confirm OSC will have the right to use an auditor of its choice for confirmation of acquisition cost pricing. *Single, Radio group.*
- 1: Yes,
- 2: No, please explain: [500 words]
- 8.2.4 OSC or its designee will have the right to audit up to the last three complete contractual years (36 months) of claims that are filled at your pharmacy at no additional charge from the bidder. Confirm all audits will not be limited to information relating to the calendar year in which the audit is conducted or the immediately preceding calendar year.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 8.2.5 OSC 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 bidder will provide all documentation necessary to perform the audit.

Single, Radio group.

- 1: Yes
- 2: No, please explain: [500 words]
- 8.2.6 OSC will not be held responsible for time or miscellaneous costs incurred by the bidder in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to OSC or its designee by the bidder during the life of the contract. Note: This

includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 8.2.7 The bidder will correct any errors that OSC, or its representative, brings to the bidder's attention whether identified by an audit or otherwise. Describe the process that the bidder will undergo to correct the error and make the appropriate payments to the member and/or OSC, if applicable.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 8.2.8 Confirm the audit provision shall survive the termination of the agreement between the parties for a period equivalent to the Initial Term of the contract.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]
- 8.2.9 Confirm only OSC, or the auditor on behalf of OSC, is able to formally close an audit initiated by OSC or the auditor on behalf of OSC.

Single, Radio group.

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

9 Formulary Management Services (includes prior authorization design and provider outreach.)

9.1 Formulary Management Services Questionnaire

9.1.1 Contractor shall provide, on a semi-annual basis, clinical comparative effectiveness (CER) data for all formulary brand drugs that are being proposed within each covered therapy class and highlight how the formulary brand safety and effectiveness results compare favorably to other brand products in the same therapy class that are excluded from the proposed formulary. Provide for the top 25 therapy classes based on OSC current claims utilization.

1000 words.

9.1.2 How would you optimize the formulary to prefer drugs with higher CER data and/or more efficient costs (i.e., custom formulary/UM options, specialty carve-out, allow utilization of third-party formulary management consulting firms, provide examples of P&T Committee monographs/review processes)?

1000 words.

9.1.3 What strategies would you deploy to encourage members and prescribers to move to higher value drugs (Financial and member impact analysis needs to available for pharmacy changes)?

1000 words.

9.1.4 The State has a tiered generic benefit design. The bidder will commit to creating a custom generic reference price by therapeutic class that will be used to tier generic to incentivize members to use higher value alternatives when price variation within the therapeutic class is greater than the generic copay differential. Please describe how you would determine the reference price by therapeutic class.

1000 words.

9.1.5 Bidder shall create and maintain an evidence-based methodology using CER to manage it's the plans PDL and drug coverage and utilization management policies based on patient safety, therapeutic effectiveness, and consideration of the most cost-effective treatment options.

Single, Radio group.

- 1: Confirmed.
- 2: Not confirmed: [500 words]
- 9.1.6 Describe your experience in working with PBM Administrative Services Vendors to manage their respective formularies and obtain the desired outcomes.

1000 words.

9.1.7 Indicate which PBM Administrative Services Vendors you have worked with to provide Formulary Management Services to other clients and which ones you are not allowed to work with.

1000 words.

9.1.8 Do you collect and report race and ethnicity data?

Single, Radio group.

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

2: No

9.1.9 How does your program address health equity?

500 words.

9.1.10 Do you incorporate race and ethnicity considerations in developing formulary, PA and communication strategies (i.e. provide for genetic testing and results in Utilization Management policies; provide translational services? Please describe.

1000 words.

- 9.1.11 How does your organization incorporate DEI concepts and focus on social determinants of health? 1000 words.
- 9.1.12 How does your organization maximize opportunities to partner with diverse contractors? *1000 words*.
- 9.1.13 Confirm you will focus on formulary development that prioritizes highest value prescriptions with the lowest net cost rather than the largest rebate.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

9.1.14 Please complete a formulary disruption analysis based on your proposed changes to the current 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 proposed 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. In addition to this, please provide the potential savings/ cost differential as a result of using your proposed formulary and preferred alternative(s) compared to the current formulary. Please ensure the attachment 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. Provide the name of the attachment(s).

500 words.

9.1.15 Please provide a summary of the formulary disruption analysis based upon your proposed changes to the current formulary. Complete this table 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).

Type of Change	Member Impact	% of Total Members	•	% 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.

9.1.16 Complete and provide the following table:

	Covered to Not Covered/Excluded based on	Covered to Not Covered/Excluded based on impacted Members: [Indicate	#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	5 words.	5 words.	5 words.	
Alternative				
Total Cost	100 words.	100 words.	100 words.	
Improvement for				
using PBM's				
Preferred				
Alternative(s)				

9.1.17 Generally, the State plan has sought to minimize disruption for members currently utilizing a specific therapy. This is often done by grandfathering existing utilizers when changes to the formulary or prior authorization requirements are made. Please describe strategies your organization has used or would recommend to limit member disruption associated with formulary adjustments, while at the same time encouraging members and prescribers to switch when their current therapy is potentially lower value (less effective/higher cost) than other available alternatives. Please, use specific examples in your response. 1000 words.

- 9.1.18 Describe how you would minimize any identified member disruption related to formulary changes. *1000 words.*
- 9.1.19 Based upon the State's current formulary, please provide your top suggested recommendations regarding changes to improve the overall cost effectiveness of the formulary. Please describe supporting evidence for each recommendation.

1000 words.

9.1.20 Please describe strategies your organization has used or would recommend to limit member abrasion associated with formulary adjustments, while at the same time encouraging members and prescribers to switch when their current therapy is potentially lower value (less effective/higher cost) than other available alternatives. Please, use specific examples in your response.

1000 words.

- 9.1.21 Describe how you would minimize any identified member disruption related to formulary changes. *1000 words.*
- 9.1.22 As you make formulary recommendations, do you rely on the PBM's pricing contracts with drug manufacturer's or do you rely on your own?

500 words.

9.1.23 Describe all existing pharmaceutical manufacturer contracts you have that impact your formulary recommendations, as applicable.

500 words.

9.1.24 Please describe your current and future strategy for leveraging biosimilar drugs when appropriate and cost effective for the plan.

500 words.

9.1.25 Please provide a list of any additional outcomes-based guarantees you are willing to offer the State if awarded this contract. Provide a description of mechanisms of how this will be accomplished (data sharing, tracking, reporting).

500 words.

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

500 words.

9.1.27 Describe your proposed report package and note frequency of each report.

500 words.

10 Attachments

10.1 Attachment A: Aug 2023 OSC IT Template Contract (PSA)

Attachment B: Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021 (1)

Attachment C: Affirmation of Receipt of State Ethics Laws

Attachment D: OPM-Form1-CampaignContributionCertification-8-18-Final

Attachment E - Bid Exceptions and Deviations Document

Attachment F: Instructions for completing Prospective Unit Cost Pricing

Attachment G: File format for Repricing Exercise for Specialty Pharmacy Network Participation Pricing

Attachment H: City of Hartford Plan Design

Attachment I: PrudentRx Shared Savings Summary

Attached Document(s): Attachment A - Aug 2023 OSC IT Template Contract (PSA).docx, Attachment

B Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021 (1).pdf, Attachment C Affirmation of Receipt of State

Ethics Laws.docx, Attachment D OPM-Form1-CampaignContributionCertification-8-18-Final.pdf, Attachment

E Bid Exceptions & Deviations Form.DOCX, City of Hartford Plan Design (CVS Rx).xlsx, State of CT July 1, 2024

PBM RFP - PrudentRx Savings Summary(9744293.1).xlsx

11 Bid Exceptions/Deviations

11.1 Completion of this proposal confirms authorization of your ability to duplicate requested services and administrative arrangements. If you are unable to meet ALL requirements and/or are not able to fully comply with the specifications in this Request for Proposal (RFP), please list ALL explanations, limitations, exceptions, and deviations in the attached.

Single, Radio group.

1: Completed and attached,

2: No deviations

Attached Document(s): Attachment E Bid Exceptions & Deviations Form.DOCX