



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: PHARMACY INSURANCE

Date to be opened: October 13, 2020

Issuing Department: DEPARTMENT OF HUMAN RESOURCES/BENEFITS

INTENT TO BID:

If your organization intends to submit a pharmacy proposal please reach out to Steven Diemesevich (steven.diemesevich@mercer.com) and Jeff Cormier (jeffrey.cormier@mercer.com) no later than 5:00pm (ET) on September 17, 2020. In the email please include the contact information (Name, Title, organization, email, phone number) of the individual who will be taking the lead on responding to the RFP. Once the intent to bid deadline has passed, no additional vendors will be permitted to participate.

A link to the RFP website (Proposal Tech) will be sent to all bidders simultaneously on September 18, 2020 to complete the RFP questionnaire and submit any required documentation. During the RFP process, all correspondence must be through Proposal Tech for documentation purposes.

Please take special note that proposals must be submitted by **hard copy** to Providence City Hall, and **electronically** through Proposal Tech no later than 2:15 P.M. (ET) on October 13, 2020 – ABSOLUTELY NO EXCEPTIONS. Any incomplete proposals, or proposals received after the due date, will not be considered.

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Patti Jordan.
 - Phone: (401) 680-5264
 - Email: pjordan@providenceri.gov
 - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:

Matthew S. Pukel
617-850-2273

Matthew.S.Pukel@mercer.com

Emily Knaus
857-205-6512

Emily.Knaus@mercer.com

Pre-bid Conference

There will be no Pre-bid Conference



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

INSTRUCTIONS FOR SUBMISSION

Bids must be submitted by **2:15 P.M.** on the above meeting date to the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence, RI.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall. If you do not submit by date and time mentioned, your bid will be disqualified.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related.** (On page 1)
- Bidders must submit completed bid in Proposal Tech system to match hard copy response in its entirety
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

**** If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20____.

Signature of Representation

Printed Name



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders must complete and submit the **MBE/WBE Participation Affidavit** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is required with **every bid**. Your bid will not be accepted without an affidavit.

Bidders who will be subcontracting: Bidders who will be subcontracting must submit the **Subcontractor Disclosure Form** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit **Subcontractor Utilization and Payment Reports** with each invoice.

Waiver Requests:

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the **MBE/WBE Waiver Request Form** for review. Waivers will be considered on a case by case basis.

No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City's stated participation goals. Waivers must be reviewed and signed by the City of Providence's MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. **Download** the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and with request for final payment. This form is not submitted as a part of the initial bid package.

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.com or (401) 680-5766.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):

Prime Bidder: _____

Prime Bidder (Company) Phone Number: _____

Prime Bidder (Company) Zip Code: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? MBE WBE Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**
Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.
Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder

Printed Name

Company Name

Date



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

| Proposed Subcontractor | MBE | WBE | Primary NAICS Code | Date of Mobilization | \$ Value of Subcontract |
|---|-----|-----|--------------------|----------------------|-------------------------|
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| A. MBE SUBCONTRACTED AMOUNT: | | | | | \$ |
| B. WBE SUBCONTRACTED AMOUNT: | | | | | \$ |
| C. NON MBE WBE SUBCONTRACTED AMOUNT: | | | | | \$ |
| D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR: | | | | | \$ |
| E. TOTAL AMOUNT OF BID (SUM OF A, B, & C): | | | | | \$ |
| F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide A by D and multiply result by 100). | | | | | % |

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____

Signature of Bidder

Printed Name

Date Signed



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

MBE/WBE WAIVER REQUEST FORM

Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: _____

Company Trade: _____

Item Discussion (as seen on RFP):

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

| MBE/WBE Company Name | Individual's Name | Company Trade | Why did you choose not to work with this company? |
|-----------------------------|--------------------------|----------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed

BID PACKAGE SPECIFICATIONS



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

STATEMENT OF CONFIDENTIALITY

The following information is proprietary and confidential. This proposal and its attachments should not be discussed with anyone outside your firm. Any organization violating this requirement will immediately be eliminated from consideration in the request for proposal process. Any questions regarding the proposal or attachments should be directed to Mercer Health & Benefits, LLC.

City of Providence Rx RFP

1 Introduction

1.1 Introduction

This Request for Proposal (RFP) is to facilitate the selection of a pharmacy benefits manager (PBM) for the City of Providence, Rhode Island (City of Providence) self-insured prescription drug programs effective July 1, 2021. The intent of this RFP, among other goals, is to ensure partnership with a “best-in-class” vendor for all aspects of PBM benefits delivery. City of Providence is interested in proposals for services that include best in class pricing terms, service performance guarantees and utilization management programs, proactive account and clinical management, quality member service, assertive trend controls, and ability to coordinate with other vendors in support of the company's benefit programs. All instructions required for preparation of proposals are included in this RFP. Vendors must comply with the instructions exactly as they are stated herein to facilitate effective review, timely evaluation and vendor selection.

1.2 Company Background

CVS/Caremark is the current PBM for members enrolled in City of Providence's self-funded prescription drug plans included in this RFP, covering approximately 16,000 members (7,000 employees and pre-65 retirees) located in the United States.

1.3 Current Plans

City of Providence's medical plans are currently administered by Blue Cross Blue Shield of Rhode Island, with pharmacy benefits currently carved out to CVS/Caremark. Plan information has been provided in the RFP supporting attachments.

1.4 Objectives of a Successful Partnership

City of Providence is seeking a PBM partner that can provide quality health care services in a cost-effective manner, in addition to managing future prescription drug cost inflation. As such, selection will be based on a track record of excellent customer service, controlling trend increases, in combination with providing highly competitive pricing and strategic direction that aligns with that of City of Providence.

The successful bidder must be able to demonstrate, but not limited to, the following:

- Ability to mitigate trend through managing the total cost of care for members including fees, network discounts, network management, clinical programs and care management to improve member health and outcomes;
- Consistent, high level skilled member service and advocacy that delivers an exceptional member experience;
- Delivery of innovative clinical programs and initiatives aligned with City of Providence's clinical risk prevalence, chronic conditions and health improvement opportunities;
- Accurate plan and claims administration;
- Seamless integration with City of Providence's third party vendors; and
- Compliance with ACA and regulatory requirements.

1.5 Key Deliverables of the Service and Bid Requirements



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

The selected Vendor is expected to provide the following:

- 1) A demonstrated track record of delivery and innovative best-in-class services and solutions with prescription drug management, including excellence in these areas:
 - Flexible and creative approach to managing prescription drug trends;
 - Partnering with other City of Providence vendors to provide an integrated and seamless service experience to members; and
 - Best-in-class claims administration, customer service, and account management to support City of Providence's employees and expectations.
- 2) Administer the plan designs as described and accommodate alternative plan designs in the future.
- 3) Provide a designated member service team with a dedicated toll-free number to the member call center.
- 4) Provide highly competitive and cost-effective pricing terms and guarantees.
- 5) Demonstrate effective utilization management with the goal of reducing City of Providence's drug spend.
- 6) Bidder **must** share 100% of the revenue received from pharmaceutical manufacturers with City of Providence including, but not limited to access fees, market share fees, data aggregation fees, pharma revenue, rebates, formulary access fees and manufacturer administrative fees.
- 7) Bidder must be willing to provide full disclosure of its contracts/agreements with all pharmaceutical manufacturers to verify the agreed upon rebate sharing arrangements and undergo an audit by a third party of its contracts/agreements with all pharmaceutical manufacturers.
- 8) The successful Bidder is to provide an ASO quote based on an integrated retail, mail order and specialty pharmacy benefit according to the various City of Providence Rx plan designs.
- 9) Actively managing the member's safety from a clinical perspective and promoting effective, efficient utilization, applying an integrated approach with medical, well-being, and mental health/substance abuse programs.
- 10) If requested, sharing with City of Providence all formulary and P&T Committee decisions of the formulary based on these criteria:
 - Preferred drug products recommended by Bidder's P&T Committee;
 - Safety, efficacy, comparison studies, approved indications, adverse effects, contraindications/warnings/precautions, pharmacokinetics, patient administration/compliance considerations, medical outcome and pharmaco-economic studies have been conducted;
 - All other formulary deletions will be annually; and
 - No mandated utilization management strategies.
- 11) Support City of Providence's data needs including:
 - Strong reporting capabilities;
 - Proven capability to turn data into actionable recommendations; and
 - Willingness to support additional City of Providence initiatives such as wellness, preventive care, etc.
- 12) Willingness to coordinate with other vendors as appropriate through data sharing and integration including data warehousing, to support optimal medical outcomes and quality of care for members.
- 13) Provide consumer-focused tools and resources, and effectively minimize disruption for City of Providence and their employees.
- 14) Capacity to customize services and processes to meet City of Providence's unique needs.

1.6 Mercer's Role

Mercer has been engaged by City of Providence for pharmacy consultant services and works to ensure that City of Providence's pharmacy benefit program meets business and HR/benefits goals. Mercer has worked with City of Providence to develop and release this RFP in accordance with their requirements and objectives. Mercer will evaluate the proposal responses and advise City of Providence of our findings. City of Providence will make the decisions on finalists and the PBM ultimately selected to provide pharmacy benefit management services.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

1.7 Bidder Instructions

- 1) Comply with instructions exactly as stated for effective review and timely evaluation. Responses should be succinct yet thorough, conforming to the requirements in each section.
- 2) Limit attachments and exhibits to those requested specifically by City of Providence in this RFP. Any additional attachments will be ignored and may not be referenced during final contract negotiations.
- 3) Do not submit pricing information, caveats, assumptions, or any responses using other attachments or exhibits. Information submitted in alternative formats to RFP requirements will be deemed immaterial to the bid and will not be referenced during final contract negotiations.
- 4) Acknowledgement that City of Providence's request for sample contracts (which should address contract requirements), reports, and/or communication materials is not an agreement to accept these documents, or an implied consent to adopt their terms or contents.
- 5) Submit pricing and pricing assumptions that correspond to the Bid Requirements, Financial Requirements, and Performance Guarantee sections. City of Providence reserves the right to request pricing for alternative or future state plan design administrative options.
- 6) Assume that City of Providence will maintain similar plan designs, channel management, clinical and administrative edits or programs represented in the clinical program exhibits. Do not assume City of Providence will expand on these strategies.
- 7) Agree that costs for program development or customization required conforming to these requirements and/or to administer the program as described will be paid by the Bidder.
- 8) Do not submit bundled pricing for clinical or administrative programs requested in this RFP.
- 9) Provide financial quotes on a self-funded basis for active pre-65 retirees that meet GeoAccess requirements of one pharmacy within 1/3/10 miles for urban/suburban/rural zip codes respectively and overall access of at least 98.5%/98.5%/98.5% of members in urban/suburban/rural zip codes respectively meeting this GeoAccess requirement for your broadest network
- 10) Bidder's employees must not directly contact City of Providence staff about the subject matter of this RFP. Violation of this restriction may result in Bidder's disqualification at City of Providence's sole discretion.
- 11) Subsequent to issuance of this RFP, additional details may become available and, if it is considered material by City of Providence in its sole discretion, may be transmitted for Bidder's consideration. Bidder will consider any such information in Bidder's proposals and City of Providence will assume that all changes or additional information transmitted have been reflected in the proposal and all pricing therein, unless otherwise specified.
- 12) It is the policy of City of Providence and the responsibility of its employees to conduct business affairs with the highest standards of integrity and business ethics. In this regard, employees of City of Providence are instructed to avoid even the appearance of impropriety in transactions with outside providers.
- 13) City of Providence encourages Bidder to ask questions necessary to ensure a clear understanding of the requirements of the RFP. Bidder is strongly encouraged to notify the RFP contacts listed below at the earliest possible opportunity of errors, omissions and other issues identified in the RFP.

By submitting a proposal Bidder agrees to all requirements outlined above.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

1.8 Timeline

The following is the proposed timetable. You will be notified in advance of any significant changes in timing.

| | |
|--------------------|---|
| September 14, 2020 | RFP issued |
| September 17, 2020 | Vendor intent to bid due |
| September 18, 2020 | Proposal Tech invite sent to interested vendors |
| September 21, 2020 | Vendor questions due |
| October 13, 2020 | RFP responses due |
| November | Client Meeting to Present Results |
| November | Finalist meetings |
| November-December | Vendor selection |
| January | Plan implementation begins (If necessary) |
| July 1, 2021 | Effective date |

The proposals must be submitted to Mercer through Proposal Tech, and mailed and delivered to Providence City Hall (hard copy) no later than 2:15 PM EST on October 13, 2020 – ABSOLUTELY NO EXCEPTIONS. Any proposals received after the due date requested will not be considered.

Please send two (2) hard copies of the RFP to Purchasing by October 13, 2020 2:15 pm (ET), plus 1 Proposal Tech submission by October 13, 2020 2:15pm (ET).

Providence City Hall
Attention: Purchasing
25 Dorrance Street
Providence, RI 02903



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2 Questionnaire

2.1 Scope of Services - Bid Requirements

The section below outlines the minimum bid requirements for providing pharmacy benefit management services to City of Providence. Please note the following instructions for completing this section:

If you Agree to the specified requirement, you acknowledge full agreement to the service described and to incorporate the standard minimum requirements as worded below into the final contract. Additionally, you acknowledge that the final financial proposal is reflective of these terms and services as defined. All pricing must correspond to your agreement to these mandatory financial requirements. Any additional unsolicited documents outside of the RFP questions WILL NOT be considered.

If you Disagree with the specified requirement, please provide a detailed explanation of your response for City of Providence's consideration in the space provided only - do not attach documents, include footnotes or refer to other proposal sections. Only items that are clearly outlined as disagreements will be factored into a final contract, should Bidder be selected as a finalist. Bidder acknowledges that the pricing proposal and the PBM contract will directly correspond with Bidder's responses to these Bid Requirements.

2.1.1 Bid Requirements

2.1.1.1 Confirm that your offer is not contingent on administering Client's medical plan.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.1.2 The bidding vendor (herein referred to as "Bidder") must agree to terms and conditions set forth in this RFP. Failure to do so may result in disqualification of Bidder's response.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.1.3 Bidder agrees to be bound by its proposal from the date submitted until the effective date of the contract, during which time City of Providence may request clarification or correction of the proposal for evaluation purposes. Amendments or clarifications shall affect only that portion of the proposal so amended or clarified.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.1.4 Bidder must not disclose any information in the solicitation to anyone who does not need to know.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.1.5 Bidder agrees to keep the information provided herein confidential. This requirement applies whether or not the recipient of the RFP package agrees to bid. Other than reports submitted to either City of Providence or Mercer, the Bidder agrees not to



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

publish, reproduce or in any other way divulge such information in whole or part, in any manner or form, or authorize or permit others to do so. Please do not divulge the contents of your proposal to any City of Providence personnel other than those receiving copies of your proposal as outlined in this RFP. This stipulation is neither to impede nor inhibit your marketing or sales activity, but rather to ensure the confidentiality of your bid.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.1.6 Bidder agrees that this RFP shall not be construed in any manner to create an obligation on the part of City of Providence to enter into any contract or to serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended by the Bidder. This RFP may be withdrawn or canceled by City of Providence at any time, and City of Providence reserves the right to reject any or all proposals submitted hereunder for any reason whatsoever. This RFP may be withdrawn or canceled by City of Providence at any time, and City of Providence reserves the right to reject any and all proposals submitted hereunder for any reason whatsoever.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.1.1.7 Bidder agrees that even though its proposal may be rejected, City of Providence reserves the right to adapt any of the concepts or ideas contained therein without incurring any liability. City of Providence and Mercer agree not to disclose any proprietary or confidential information. No specifications, drawings, sketches, models, samples, technical information or data (written, oral or otherwise) furnished by you to City of Providence pursuant to this RFP shall be considered by you to be confidential or proprietary; unless marked as such in proposal.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.1.1.8 Bidder shall be solely responsible for all costs and expenses incurred in the preparation and presentation of its response to this RFP, including without limitation market research and attendance at meetings.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.1.9 City of Providence reserves the right to request a Best and Final Offer (BAFO).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.1.10 It is solely Bidder's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the Bidder's proposal. City of Providence reserves the right to determine if a proposal is incomplete or non-responsive. Answer completely each element and item of information requested, and explain and justify any omissions.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.1.11 All restrictions or deviations from these specifications are clearly stated in your response; otherwise, it will be considered that your proposal complies with all the technical and financial requirements, and contract terms and conditions described in these specifications.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.1.12 Bidder agrees to disclose all off-shore (non-U.S. based) services it maintains or contracts with that will be used in the performance or support of services for City of Providence. During the contract period, Bidder will notify City of Providence at least 90 days in advance of any change and City of Providence will have the right to approve or reject the change in off-shored services or support without impact to pricing quoted in this RFP.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.1.13 Bidder agrees that no later than three (3) weeks after notification of a contract award, Bidder will provide an accurate draft of the contract for City of Providence's review reflecting all terms and conditions agreed to during this RFP process.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.1.14 Bidder agrees to assume fiduciary responsibility for all benefit claims and appeal decisions (urgent, first level, second level and final level). City of Providence will not make any exceptions on benefits.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.1.15 Binding Proposal. Your responses to this Request for Proposal will be binding on you and you will be deemed to have agreed to all requirements set forth herein, unless you have specifically stated otherwise in your Proposal. If you wish to propose any changes to the language in this Request for Proposal, your requested changes must be included as a part of your Proposal. Changes should be made only as you deem necessary, i.e., only substantive changes that are appropriate to reflect the terms and conditions of your Proposal. You will not be permitted to request changes to the scope of your Proposal at a later date, other than to accommodate any changes in the scope of your services on which may be mutually agreed with City of Providence. The fact that you may request a change to the requirements set forth in this Request for Proposal is no guarantee that such request will be accepted by City of Providence. Your requested change will be given appropriate consideration for inclusion in the Agreement and its related Scope of Services if you are chosen to provide the services contemplated herein.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.2 Account Management and Service Support

2.1.2.1 Bidder agrees that all customer service, pharmacy/physician service centers will be staffed within the US.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.2.2 Any services that are offshored must be disclosed in this RFP. If Bidder proposed to offshore any services during the life of the contract, Bidder agrees to give City of Providence at least 90 days' notice and the option to decline offshoring without any impact to pricing.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.2.3 Bidder agrees to provide an experienced designated account management team, including an appointed clinical pharmacist/clinical program manager, a day to day account manager, an account executive and a benefits analyst. All must be knowledgeable on City of Providence's specific pharmacy benefit program and organizational structure. The experienced, designated account manager will assist with member issues and renewals / contract management. The successful Bidder's account management team will provide consultative support to help City of Providence design programs, resolve outstanding issues, and keep them informed of prescription drug market trends and issues. The team will be designated to City of Providence for the term of the contract (excepting change in employment conditions or City of Providence-requested change).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.2.4 Bidder's clinical pharmacist and account director (executive) must provide City of Providence-specific recommendations to control drug trend and improve quality of care, and will present this information at quarterly meetings with City of Providence.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.2.5 City of Providence's benefits team is located in the Eastern Time (ET) zone. Bidder agrees that the assigned Account Manager (day to day person), Account Executive/Director and Clinical Resource will be no more than one time zone away from City of Providence's benefits team.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.2.6 Bidder will assign a corporate executive sponsor within Bidder's organization with accountability and authority for the quality of service and compliance to City of Providence's contract. Executive sponsor will attend annual review meetings.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.2.7 Provide an organizational chart for the account service team proposed for City of Providence with name, title/responsibility and office location of each account service team member. At a minimum, the proposed account team should consist of the following personnel:

| | Name | Title | Office Location | Responsibility | Length of time in role |
|---|----------|----------|-----------------|----------------|------------------------|
| Account director or executive | 5 words. | 5 words. | 5 words. | 20 words. | 50 words. |
| Account manager | 5 words. | 5 words. | 5 words. | 20 words. | 50 words. |
| Licensed pharmacist/clinical program director | 5 words. | 5 words. | 5 words. | 20 words. | 50 words. |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | | |
|-----------------------------|----------|----------|----------|-----------|-----------|
| Implementation project lead | 5 words. | 5 words. | 5 words. | 20 words. | 50 words. |
| Executive Sponsor | 5 words. | 5 words. | 5 words. | 20 words. | 5 words. |

2.1.2.8 Supply the name and a brief resume (including education, experience, years with company and in current position and number of other current clients) for each member of the proposed account service team.

Single, Pull-down list.

- 1: Attached,
- 2: Not attached

2.1.2.9 Identify which team member is responsible for day-to-day account issues and communication with the City of Providence's benefits staff. Please confirm that this person will respond to all account inquiries from the City of Providence staff within one business day. Please describe the process for escalating or delegating this responsibility to another account team member in the event this individual is not available to respond.

200 words.

2.1.2.10 When possible, Bidder will provide City of Providence a minimum of 60 days advance notice of any changes to Bidder account management team. City of Providence reserves the right to review the qualifications of key personnel assigned to the account.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.2.11 City of Providence reserves the right to request replacements on the Account Management team and/or implementation team, if dissatisfied with the performance of existing team members. Bidder organization will comply with City of Providence's request and make every reasonable effort to provide a qualified replacement, subject to City of Providence's approval, within two weeks of such request.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.2.12 Bidder will participate in the following account meetings and calls at no cost to City of Providence:

- If applicable, weekly pre- and post-implementation meetings with City of Providence staff to commence no later than five business days after the award of the contract.
- Biweekly operations meetings with City of Providence staff to commence post implementation.
- Quarterly onsite meetings with City of Providence staff to report and review program performance results including all services and components of the program such as clinical, financial, contractual reporting requirements, customer service, appeals, and any program recommendations. Quarterly materials must be provided at least a week in advance of the meeting and no later than 45 days after the close of the quarter; quarterly reports need to tie to general management reports provided monthly/quarterly to City of Providence.
- Semi-annual review to be held onsite in January/February and July/August of each year to discuss strategic initiatives.
- As needed, annual onsite visits by City of Providence staff to your operations facilities (mail service, specialty and/or member service).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.2.13 Bidder commits to having an account manager or account executive employed by Bidder (not an external employee), who is extremely knowledgeable about City of Providence's plan design participate in onsite health benefit fairs during the initial open



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

enrollment and annually thereafter to help support City of Providence. This participation will be provided at no additional cost to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.14 Bidder will provide upon request and at its own expense, an agreed upon number of materials and staff as determined by City of Providence for annual benefit fairs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.15 City of Providence has multiple locations in multiple states. With regard to your participation in the annual benefit fairs noted above; do you require a minimum number of employees at each site? If so, please specify the minimum.

500 words.

2.1.2.16 Bidder will provide open enrollment support that includes call center services, printed pharmacy materials and (upon request) in-person support by Bidder at onsite meetings. This will be provided every year and it will be Bidder's responsibility to communicate appropriate decision timelines to City of Providence to fulfil this requirement.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.17 Bidder will provide clinical decision support and coordination of care with designated disease or care management programs upon request by City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.18 Bidder will provide plan design, clinical and utilization management program and formulary modeling services at no charge. Bidder will provide detail to City of Providence on the financial benefit and potential member disruption of any clinical or utilization management rules that it proposes. Bidder must hold quarterly review meetings onsite or via conference call with City of Providence to report and review program performance results.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.19 Bidder will provide appropriate support for City of Providence due to divestitures, mergers and/or acquisitions that may occur during the course of the contract.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.2.20 Bidder must provide City of Providence with a de-identified summary of pharmacy-related issues from the call center issue tracking database upon request.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.2.21 Bidder agrees that City of Providence will be consulted on account management staffing changes (e.g., national account executive, account manager, account coordinator, clinical account executive and financial analyst) and have the opportunity to interview potential replacements with final right of approval.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.2.22 Describe the quarterly and annual plan performance analyses you would provide to City of Providence and address the following: Provide an example of how plan and trend management recommendations and strategies will be presented to City of Providence. Discuss how City of Providence staff will be involved in ongoing plan performance analyses. Detail how often you will be meeting with each and how many of these meetings will be conducted on site.

500 words.

2.1.2.23 Indicate which of the following account management attributes and tools apply to your current account management processes and which you are proposing to offer to City of Providence. Additional charges for these services will not be considered unless specifically indicated in your cost proposal.

| Account management attribute/tool | Response |
|---|-----------------|
| Quarterly meetings with City of Providence to discuss Rx utilization | Yes/No. |
| Dedicated pharmacist support to the account management team | Yes/No. |
| Semi-annual plan reviews to discuss trends, drug pipeline, etc. Financial and member impact modeling of clinical programs | Yes/No. |
| Semi-annual plan reviews to discuss trends, drug pipeline, etc. Financial and member impact modeling of clinical programs | Yes/No. |
| Account satisfaction used as a measurement tool of account team member's success | Yes/No. |
| Benefit design modeling and recommendations | Yes/No. |
| Formulary modeling tools and recommendations | Yes/No. |
| Documented standard operating procedures for claims activities, appeals management, disaster and business recovery, conducting audits with external agencies and conducting City of Providence requested audits | Yes/No. |
| Published an annual account management report card for the Rx team | Yes/No. |

2.1.2.24 Provide samples of your quarterly and annual executive summary reporting and trend management reporting packages.

Single, Pull-down list.

1: Attached,

2: Not attached

2.1.2.25 Detail your ability to support ad hoc reporting requests direct from City of Providence, including expected turnaround times, the staff responsible for completing the request and any additional fees for this service.

200 words.

2.1.3 Member Services

2.1.3.1 Bidder will have a designated customer service unit (>80% of calls managed through designated center) for City of Providence with real time electronic access to eligibility and claims history from all pharmacy (including specialty) adjudication systems.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.3.2 By April 1, 2021 Bidder will activate the dedicated toll-free member service line for all City of Providence members. Bidder will provide all member and provider service staff with information and training relative to the City of Providence program at least 30 days prior to the activation date.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.3.3 Provide the location of the member service center that will service the City of Providence account.

100 words.

2.1.3.4 Confirm that customer service support for retail, mail order and specialty pharmacy benefits will be handled from the same call center.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [20 words]

2.1.3.5 What is the turnover ratio at this call center for 2018 and 2019, respectively?

50 words.

2.1.3.6 What is the average tenure of the proposed CSR team?

50 words.

2.1.3.7 Please provide the customer service phone days/hours available. Are you proposing a dedicated 1-800 number and dedicated claims supervisor? Is there a back-up location for customer service? Do you provide alternate language support?

200 words.

2.1.3.8 The member service team will be knowledgeable of City of Providence's specific pharmacy benefit programs and their integration with medical coverage to respond to member questions. Member/Provider service representatives will always have access to a pharmacist in the event the call requires the attention of a clinician.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.3.9 IVR and web support will be available through the toll-free telephone line 24 hours a day, seven days a week, and 365 days a year.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.3.10 Bidder will make available to member information about City of Providence's plan design (including if a drug is covered, any coverage limitations and the applicable copay) and Bidder formulary (phone and web).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.3.11 Bidder's member service representatives must be able to provide the following services to "prospective" members during City of Providence's annual open enrollment period and year-round services to newly enrolled new hires: locating a participating pharmacy, information on City of Providence's plan design, help determining if a drug is on Bidder formulary, and applicable copay. Bidder will also be expected to provide similar support for prospective members via Bidder's member web site.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.12 Bidder will provide consistent access to the Bidder's member website that contains City of Providence's claims information, pricing and drug information customized to City of Providence's benefits and supports consumer knowledge of the prescription drug benefits and choices.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.13 Confirm Bidder's smart phone app allows members to submit prescriptions electronically.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.14 Bidder agrees to customize Bidder member web site, with no additional fee, to incorporate other City of Providence benefit information in an effort to communicate linkages to other City of Providence vendors and benefits.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.15 Provide an overview of your member decision support tools that will support City of Providence's efforts to promote responsible consumerism of prescription drugs.

200 words.

2.1.3.16 Bidder will respond to members' first and second level ERISA appeals, complaints and grievances in full compliance with healthcare reform rules. Bidder will also provide a process for external Independent Review Organization (IRO) appeals.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.17 Automated member calls can be repressed at the individual member or group level by individual members or by City of Providence upon request.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.3.18 How do you assess member satisfaction? How often is member satisfaction assessed? Can you report City of Providence-specific survey findings?

500 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.3.19 How does your organization track and ensure consistency and accuracy of information provided by your CSRs to members and City of Providence?

200 words.

2.1.3.20 If requested by City of Providence, Bidder will provide a direct link to Bidder's member website from the City of Providence company website utilizing a single log-in, and at no additional cost to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.4 Member Communication Materials

2.1.4.1 Bidder agrees to provide communication materials (standard or custom) at no additional cost to support the service and delivery of the City of Providence prescription drug program.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.4.2 Bidder agrees not to charge City of Providence for production costs, including postage, for standard communications.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.4.3 While Bidder must take full accountability and responsibility for all communications it sends to City of Providence's members, City of Providence must be given the opportunity to review and approve all communications pieces (letters, flyers, and inserts) before they are sent to City of Providence's members. Bidder agrees to provide City of Providence two weeks to review and approve all communications before sending to City of Providence's members.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.4.4 Bidder agrees to not display Social Security numbers on any member communication materials.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.4.5 Bidder agrees to adhere to City of Providence's branding requirements.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.4.6 Bidder will not contact plan members for purposes related to promotional campaigns without City of Providence's advance knowledge and written approval.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.4.7 Confirm Bidder maintains multilingual electronic, print, and telephonic capabilities with no additional charges to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.5 Claims Administration

2.1.5.1 Bidder will provide claims review and routine audit functions to detect and prevent mis-billed claims and fraud at retail, mail and specialty pharmacy.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.5.2 Bidder processes, systems, and reporting will be in full compliance with federal and state requirements, and compliant with HIPAA for acceptance of claim transactions. Any fines related to non-compliance will be Bidder's sole responsibility.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.5.3 Confirm Bidder uses electronic Coordination of Benefits (COB) for both commercial plans and Medicare Part B covered drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.6 Eligibility

2.1.6.1 Bidder will be required to load eligibility within 48 hours of receipt.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.6.2 Bidder agrees that maintenance of eligibility will be compliant with the requirements of the HIPAA standards.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.6.3 Bidder will coordinate with City of Providence's chosen vendor for eligibility. Bidder must accept various file formats, media and schedules, including daily or even real-time updates at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.6.4 Bidder will be capable of supporting manual eligibility updates and off-cycle files, which may arise from new acquisitions.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.6.5 Bidder eligibility database will have the capacity to maintain enrollment/eligibility for City of Providence members by each business, segment and plan.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.6.6 Bidder will provide immediate online real-time manual eligibility updates for urgent requests by City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.6.7 Based on the eligibility files Bidder receives, Bidder will:

* Add coverage for members who have joined the plan within 48 hours of receipt of eligibility data

* Update member information (e.g., address changes) within 48 hours of receipt of eligibility data

* Notify appropriate party of eligibility issues within 24 hours of receipt of eligibility data

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.7 Plan Design

2.1.7.1 Confirm that you are able to administer all the provisions outlined in the "plan design" tabs of "RFP Reference Documents.xlsm".

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.7.2 Bidder will adjudicate claims based on City of Providence's plan design.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.7.3 Please describe your Retail-90 Network option that matches mail order pricing.

500 words.

2.1.7.4 The Bidder selected by City of Providence will have no authority under any circumstances to exclude prescription drugs and supplies from coverage by City of Providence's self-insured prescription drug plan. Bidder acknowledges that City of Providence is the Plan fiduciary and as such, City of Providence maintains absolute authority to determine the types of coverage funded by the plan for its plan members, coverage rules and enrollment of eligible members. Bidders that are unwilling to agree to this requirement may be eliminated from further consideration.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.7.5 Bidder will provide for City of Providence's approval an initial plan design benefit coding document for internal quality control process to ensure accurate and ongoing administration of City of Providence pharmacy benefit program. This document will be provided to City of Providence during the implementation process, but no later than sixty (60) days prior to the effective date. Additionally, Bidder will maintain a documented quality control and pre-implementation document and provide it to City of Providence for review and approval prior to implementation of any benefit or program change.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.7.6 Identify any program exclusions or exceptions that Bidder is unwilling or unable to implement for City of Providence (e.g., coverage of some durable medical equipment; coverage of OTCs). Please be specific. Bidder should assume that exclusions or exceptions are clinically safe, are prescribed by an authorized medical professional, and follow FDA guidelines.

100 words.

2.1.7.7 Describe the experience Bidder has with implementing OTC coverage programs or OTC-step therapy rules.

100 words.

2.1.7.8 Describe the experience Bidder has with implementing OTC equivalent exclusion programs.

100 words.

2.1.7.9 Confirm that Bidder will administer the days' supply currently allowed for specialty and non-specialty drugs by City of Providence's plan without penalty, additional charges or reduction to rebates.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.7.10 Bidder will load and test 100% of City of Providence's plan design changes within 3 business days of receipt of the written requested plan changes.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.7.11 In the event that a plan design error is identified, Bidder will agree to correct all issues within 5 business days of identification and will provide City of Providence with a detailed impact analysis identifying all members impacted, amounts due to City of Providence and amounts due to members within 10 business days of issue identification.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.7.12 Bidder must have the ability to override retail and mail order prescriptions and provide up to a 12-month supply for overseas travel/vacation or due to out of stock and/or back ordered medications, as allowed by an override from an appropriate City of Providence representative.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.7.13 Confirm your organization can support Real-Time integrated medical and prescription drug individual and family deductibles and out-of-pocket maximum accumulations, as well as accurate reporting between yourself and City of Providence's potential



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

medical vendors listed below by July 1, 2021. This includes completion of all testing and accumulators functioning properly by July 1, 2021. If you answer no, please explain in the Comments section. In addition, for those with whom Bidder doesn't have a real-time connection, what is the highest frequency of file exchanges Bidder is able to support on a daily basis? For purposes of this question, please respond based on the following definitions:

- Real-Time: Live connection, no lag (two seconds or less)
- Near Real-Time: Live batch connection, refreshed every two minutes or less
- Batch: Regular interface, greater than two minutes, up to weekly
- Other: Greater than weekly

| | Response | Comments | Highest frequency of data integration, if not real time |
|---------|----------|-------------------------------|---|
| BCBS RI | Yes/No. | 50 words. Nothing required | 50 words. Nothing required |

2.1.7.14 Bidder confirms that it will maintain all documents pertaining to plan design decisions and intent. If during an audit Bidder is not able to provide documentation of City of Providence's intent, Bidder will agree to honor City of Providence's intent (verbal or through a member communication document).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.1.8 Copay Assistance and Copay Accumulator Programs

2.1.8.1 Detail the various options Bidder can provide City of Providence to address manufacturer coupons and discount card programs. Be sure to address:

- how the option works during each phase of the benefit (deductible, copay/coinsurance, and after the member meets the OOP max);
- if the option applies to retail, mail order and/or specialty pharmacy;
- if the member cost-share amount that is paid by the manufacturer discount card/coupon provided in a separate field in the claim level data file and reporting?
- if there are any additional fees;
- the approximate number of Bidder's current client's currently utilizing the option.

Unlimited.

2.1.8.2 Please provide detail regarding how your copay accumulator programs work (programs that adjust member out of pocket amounts for the purposes of deductibles and out of pocket maximums when a manufacturer copay card picks up a portion of the members' liability).

500 words.

2.1.8.3 Bidder agrees that any dollars associated with copay assistance programs and/or copay accumulator programs will not be treated in any way as discounts on claim costs. These dollars will be tracked separately and will never be used to reconcile guaranteed discounts, rebates, or dispensing fees.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.8.4 Bidder confirms there will be no additional fees to City of Providence if City of Providence elects to enroll in Bidder's copay accumulator program.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.8.5 Bidder confirms that all monies received from copay assistance programs, not directly offsetting member's liability, will be reimbursed to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.9 Therapeutic Interchanges

2.1.9.1 Bidder confirms that brand-to-brand substitutions resulting from bidder-initiated intervention programs will only be permitted to promote clinical outcomes and only in circumstances where the substituted product results in a lower plan and member cost, unless otherwise approved in advance by City of Providence. Rebates shall only be considered in instances where the plan has drug-specific rebates reinvested at the point of sale. This paragraph shall not apply to interchanges (a) initiated pursuant to a drug utilization review or for patient safety reasons; (b) required due to market unavailability of the currently prescribed drug; (c) from a brand name drug to its FDA-approved generic equivalent; and (d) required for coverage reasons, where the prescribed drug is not covered by the Formulary or City of Providence's Plan.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10 Data, Reporting, Systems

2.1.10.1 Claims Data Retention. Bidder will retain complete records of City of Providence claims data for a minimum of ten (10) years, or greater as required by law, from the date the prescription is filled. Thereafter Bidder will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.2 Data Feeds: Acceptance. If required at implementation or in the future, Bidder shall accept a data feed or interface with third party vendors at no additional cost, including but not limited to: health plan administrator, benefit administrator, health management vendor, health risk assessment vendor, transparency vendor, etc. This list is not all inclusive and Bidder agrees to integrate with ANY vendor of City of Providence's choosing.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.3 Upon Sponsor's request and at no additional charge, Bidder will provide regular prescription claims data feeds in Bidder's standard format(s) to up to ten (10) unique vendors for disease management, flexible savings account (FSA) and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Other examples of electronic data feeds are: at least weekly feeds to City of Providence's medical vendors, data warehouse vendors, transparency vendors; financial claims history to



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

consultants; clinical data to health plans; etc. Each data feed could be unique in nature and would range from daily to quarterly transmission intervals.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.4 Bidder agrees that all data on claims incurred by City of Providence's members belongs to City of Providence. Bidder will not refuse to share data with any vendor if requested by City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.5 Bidder agrees data feeds for accumulator integration required under PPACA are not included in the feeds noted in 2.1.8.3 and will be provided at no additional charge.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.6 Bidder will be required to provide periodic electronic data feeds at no additional cost and all required information to vendors such as Livongo, Rx Savings Solutions, etc.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.7 Bidder agrees to provide: (a) Quarterly electronic summary reports of City of Providence's claims activity and an annual report analyzing City of Providence's prescription drug trend within ten (10) business days from the end of the reporting period; (b) Online access capability to standard reports so that authorized City of Providence users and third party representatives can view current reports within a day of user access. There will be no limit on the number of authorized users allowed at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.8 Bidder will be required to provide unrestricted online access to utilization reports and ad-hoc reporting tools to a minimum of four (4) user IDs at no charge to City of Providence and which will include the consultants. Bidder will be required to provide unrestricted online access to utilization reports and ad-hoc reporting tools for consultants.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.9 Bidder will provide City of Providence (and if requested, their third party representatives) with sophisticated online reporting and modeling (plan design, clinical and financial) tools at no additional cost for up to ten (10) people. The online reporting tool will include a custom, ad hoc reporting function with access to all data elements captured. Bidder will provide onsite training and ongoing user support to manage the prescription drug program at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.10 Bidder will provide prescription drug claim level detail, all reports, billings, rebate records, performance measures, service concerns and issues, or any other communication, to City of Providence in a manner mutually agreed upon by both parties.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.11 Bidder will provide reporting for the purposes of monitoring and reconciling financial and performance guarantees. Sampling techniques and report formats will be defined and mutually agreed upon.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.12 Bidder will provide a report within 60 days of the end of each 6-month measurement period to illustrate how actual experience ran against the guaranteed pricing. This will include brand and generic discounts at retail and mail, dispensing fees, rebates and admin fees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.10.13 How many claims adjudication platforms does Bidder currently maintain and how many clients are in each? Does Bidder intend to retire a claims platform or migrate to a new platform in the next 24 months?

100 words.

2.1.10.14 What claim adjudication platform would City of Providence be implemented on?

100 words.

2.1.10.15 Bidder agrees that City of Providence and City of Providence's benefit administrator will have access to all reporting systems, view eligibility, enrollment and claims status in real time.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.10.16 Bidder's online reporting tool must allow reports to be summarized by various plans/groups as designated in City of Providence's account structure.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.11 Compliance and Indemnification

2.1.11.1 Bidder will provide services that allow City of Providence to be in compliance with the appeals process as required by PPACA. Please explain your process and provide any associated cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.11.2 Bidder and subcontracted vendors will comply with all ERISA, HIPAA, PPACA and DOL regulations applicable to prescription benefits managers, including but not limited to: member services, complaints, appeals, timeliness of responses and confidentiality. Any fines related to non-compliance will be the sole responsibility of the Bidder.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.11.3 The parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996, as amended, they are subject to the terms of the Business Associate Agreement negotiated separately between the parties. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, Bidder Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, Bidder Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.11.4 Bidder will verify all employees of the Bidder and subcontractors are U.S. citizens or U.S. green card holders (e-verify process).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.11.5 Indemnification. In addition to any indemnification obligations set forth in the Business Associate Agreement, Bidder will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) Bidder's negligent acts or omissions or willful misconduct (including those of the Mail Service Pharmacy and Bidder Specialty Pharmacy), or (B) Bidder's breach of this Agreement.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.11.6 Bidder shall use its best efforts in the exercise of its authority and the performance of its duties under this Agreement. Bidder shall defend, indemnify and hold harmless City of Providence, the medical plan, and their directors, officers, fiduciaries and employees from and against all liabilities, claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorney's fees and court costs) arising out of a breach of the Agreement by the PBM or the negligence or dishonest, fraudulent or criminal acts or failure to act of or by the PBM (including the PBM's directors, officers, employees, agents or subcontractors, acting alone or in collusion with others).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.11.7 Bidder will indemnify and hold City of Providence harmless for any fines, penalties, or any part of any judgment or settlement (including attorneys' fees) caused by: a) Acts or omissions by your organization, and b) Unauthorized access to personal data housed in any vendor's or vendor's subsidiaries system(s).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.11.8 Bidder will maintain an insurance policy with City of Providence as the beneficiary to mitigate the harm resulting from unauthorized access to the personal data processed by vendor's software.

100 words.

2.1.11.9 Errors & Omissions Insurance. Bidder agrees to hold Errors and Omissions (E&O) insurance. Please confirm and indicate how much your company is insured for.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.11.10 Bidder agrees to act in compliance with health care reform regulations. Bidder agrees to notify City of Providence of any changes needed to remain in compliance with health care reform laws.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12 Clinical Services

2.1.12.1 Bidder agrees to adhere to, develop and administer an evidence and clinically-based formulary program including ongoing pharmacy and therapeutics committee review and maintenance.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.2 Bidder agrees that City of Providence will be notified at least 60 days in advance of any change to the high deductible preventive drug list or clinical program causing member impact. Member communications will go out 30 days prior to effective date of change.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.3 If City of Providence adopts Bidder's formulary without drug exclusions, Bidder agrees that drugs will not be excluded from coverage unless required by FDA or the plan sponsor.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.4 Bidder agrees excluded drugs can be obtained through the standard prior authorization process rather than requiring a medical exception process.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.5 Confirm that Bidder will develop and maintain customized prior authorization criteria, step therapy programs, and/or quantity limits at no cost if requested by City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.12.6 Clinical programs elected by City of Providence will include quarterly reporting showing the number of member specific encounters, the impact of such encounters and savings calculated from real vs. inferred data.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.12.7 Clinical programs will be modeled for consideration and savings will be assessed net of fees, alternate therapy, and rebate impact.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.12.8 Bidder will disclose annually (by July 1) all manufacturer-funded clinical or medication adherence programs administered by Bidder at retail, mail, specialty pharmacy or through direct member solicitation, and for which Bidder proposes to include City of Providence and its members for the following calendar year. City of Providence retains the right to decline participation without adversely affecting the financial guarantees applicable for that calendar year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.12.9 Indicate Bidder's ability to support City of Providence's current clinical program design as outlined in the clinical program exhibits. Please note that Bidder's pricing offer should assume implementation of all of these programs.

500 words.

2.1.12.10 Provide a complete list of all prior authorization edits (traditional and automated). Include program costs, anticipated savings, and guaranteed savings for each PA.

Single, Pull-down list.

1: Attached,

2: Not attached

2.1.12.11 Provide a complete list of all step therapy modules, including the following information:

- Target (second) medications, with brand/generic & formulary status
- Preferred (first line) medication, with brand/generic & formulary status
- Ability to support with or without grandfathering current users of target medications
- Available pre-implementation communications (general and targeted)
- Available post edit communications (to follow-up on targeted members with no subsequent fill)

Include program costs, rebate impact/enhancement, anticipated savings, and guaranteed savings for each module.

Single, Pull-down list.

1: Attached,

2: Not attached

2.1.12.12 How often are changes made to the formulary? Please specify how often additions, deletions (up-tiering) and exclusions may occur.

Unlimited.

2.1.12.13 How are formulary deletions (up-tiering) communicated to members and prescribers? Are all formulary deletions communicated or only select deletions?



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Unlimited.

2.1.12.14 How are formulation exclusions communicated to members and prescribers? Are all formulary exclusions communicated or only select exclusions?

Unlimited.

2.1.12.15 Bidder will provide and maintain the Preventive Drug List to be used by any City of Providence High Deductible Health Plan (HDHP).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.16 Bidder will provide a current and complete list of Preventive Drugs effective on the Effective Date and any updates applicable throughout the contract term.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.12.17 Do you allow customizations to your standard preventive drug list(s)? If so, what impact, if any, will this have on your proposed pricing guarantees?

100 words.

2.1.12.18 Are clients able to vary the benefit applied to certain types of drugs/drug classes? For example, allow only generics to bypass the deductible and have all brand drugs adjudicate like all other non-preventive brand drugs. If so, what impact, if any, will this have on your proposed pricing guarantees?

200 words.

2.1.12.19 Detail Bidder experience coordinating with a third party health, wellness or disease management vendor to report outcomes and improve health-related measures relative to effective drug therapy management. Provide a list of all health plans, wellness and disease management vendors Bidder currently exchanges information with, noting also the directionality (PBM to vendor, vendor to PBM) of data exchange capabilities.

Unlimited.

2.1.12.20 Which internal tools/resources (web portal, designated pharmacist, care plan targets, etc.) will Bidder make available to external wellness or disease management vendors? Please note any restrictions to and costs associated with these capabilities.

Unlimited.

2.1.12.21 What process or resources are used to manage external IRO appeals?

100 words.

2.1.13 Diabetes Program Management

2.1.13.1 Bidder has the ability to share information necessary for Providence to administer an outsourced diabetes program, and that this information will be provided at no cost to the City of Providence

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.13.2 Does Bidder partner with a diabetes management program provider, and if so please provide details?

500 words.

2.1.13.3 If Bidder does partner with a diabetes management program, is this part of bidder's standard service or is a fee associated with this program? If there is a fee, please specify the cost

100 words.

2.1.14 Retail Network Management

2.1.14.1 Bidder will maintain at least one broad retail network option that includes all chain pharmacies (national and regional) plus independents, available to City of Providence's commercial plan members during the initial term of this agreement and subject to the discount and fee guarantees included in Bidder's pricing offer.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.14.2 Bidder represents that contracts with participating pharmacies require them to be in compliance with all applicable local, state and federal laws and regulations and if a pharmacy is out of compliance with these contractual requirements (i.e. dispensing counterfeit drugs), the pharmacy would be subject to removal from its retail networks.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.14.3 Under no circumstances will Bidder contact, solicit from or issue point of service messaging to City of Providence members that contain information regarding PBM's contract or rate negotiations with a retail pharmacy. In situations where a retail contract has been terminated, and/or a patient safety issue is noted, then Bidder will work directly with City of Providence to determine the communication strategy and outreach to the affected members.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.14.4 Bidder maintains a disaster recovery plan that contemplates a natural disaster or national emergency, enabling Bidder to continue to fill all prescription requests using alternative sites or locations as reasonably necessary and appropriate.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.14.5 If requested by City of Providence, Bidder will provide receipts to members that show total cost, amount paid by member, and amount paid by City of Providence for each prescription at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.14.6 Bidder agrees that member copayment or coinsurance amounts will be collected by the dispensing pharmacy; City of Providence will never be charged for unpaid member balances or copayments.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.1.14.7 Bidder will maintain computerized control of ingredient pricing through the use of a single, auditable industry resource such as MediSpan and applicable to both mail order (including Specialty) and retail prescriptions.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.1.14.8 Bidder agrees to notify City of Providence at least 90 days in advance regarding termination of a current pharmacy chain or independent pharmacy.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.14.9 As part of the administrative fee, Bidder must provide a toll-free number for pharmacy and physician inquiries that are answered 24/7/365 by Bidder.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.14.10 Bidder will be required to track and monitor pharmacy performance (i.e., generic dispensing, reversals, controlled substance dispensing, etc.) including PBM's management of the network, providing performance reports upon request to City of Providence.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.14.11 Bidder must conduct on-site audits with a minimum of 4% of retail pharmacies on an annual basis and 100% of all audit recoveries will be credited to City of Providence within 30 days of audit recoveries.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.14.12 Bidder will be required to provide network audit reporting on a quarterly basis.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.14.13 What quality assurance measures are used by Bidder to validate that retail claims will consistently be adjudicated at the LOWEST OF LOGIC, e.g. participant's cost share adjudicated at the lowest of U&C, discounted ingredient cost or copay?

100 words.

2.1.14.14 How are the above results reported to City of Providence?

100 words.

2.1.14.15 What is the frequency of audit to detect outliers?

100 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.14.16 What actions are taken with non-compliant pharmacists? With reimbursing participants that overpaid?

100 words.

2.1.14.17 Describe Bidder's policies and recommendations to City of Providence with respect to retail chain pharmacy's \$4 dollar generic programs, or other generic promotion programs. Specifically discuss how City of Providence can address member concerns around price shopping at retail.

200 words.

2.1.14.18 Does Bidder's network include compounding pharmacies?

Single, Radio group.

- 1: Yes,
- 2: No

2.1.15 ID Cards

2.1.15.1 Bidder must accept and use eligibility as the basis for producing prescription drug ID cards for City of Providence members. Bidder shall produce and send prescription drug ID cards for receipt by new City of Providence members before July 1 of each plan year. If requested by City of Providence, Bidder will be required to produce and send prescription drug ID cards for distribution to new and existing City of Providence members within three (3) business days of receipt of clean eligibility and enrollment files.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.15.2 If related to Bidder errors or Bidder initiated changes, Bidder will be responsible for cost to reproduce ID cards (including priority shipping).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.15.3 Bidder shall produce and send prescription drug ID cards for receipt by new members at no additional cost to City of Providence.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.15.4 Bidder will be required to provide customization of ID cards as necessary at no additional cost unless charges are agreed upon in advance by both City of Providence and Bidder.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.16 Implementation

2.1.16.1 Bidder agrees to undertake comprehensive systems testing and quality assurance audits, with results reported to City of Providence, prior to the contract effective date.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.2 Bidder will provide a dedicated implementation manager who will provide assistance during the transition/pre-implementation and implementation process and participate in regularly scheduled status meetings (at least weekly) with City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.3 It is very important that the account executive and account manager be part of the implementation team. How would you structure the implementation team?

500 words.

2.1.16.4 Bidder will maintain an implementation project plan and issue log documenting all implementation issues, actions, due dates and responsible parties. Implementations must be supported year round as required by City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.5 Bidder will load a minimum of twelve (12) months of historical claims data, including open refills for mail order prescriptions, specialty prescriptions and open prior authorization files into a pre-test adjudication system prior to implementation at no additional charge.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.6 Bidder will facilitate the transition of open mail order and specialty refills from the previous PBM vendor, as applicable, using electronic transfer of refills, with the exception of controlled substances and expired prescriptions.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.7 Bidder confirms that all required tasks associated with implementation will be performed at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.16.8 Bidder agrees to fully-fund a pre-implementation or post-implementation audit to be performed by City of Providence or its professional representatives, including but not limited to the audit of ID card production, eligibility, claims processing, and plan design set-up.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.17 Mail Order and Specialty Services

2.1.17.1 Bidder shall be properly licensed, certified or credentialed to operate in the applicable states where dispensing mail order facilities and specialty operations reside.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.17.2 Bidder represents that product purchasing and inventory control procedures are designed and implemented to prevent the introduction of counterfeit products into the U.S. supply chain, and to create end-to-end audit trails in the event of drug product warnings or recalls. Specifically, upon receipt at Bidder mail order pharmacies, Inventory Control staff verifies that the proper manufacturer NDC number, drug name and expiration dates are received. In addition, Bidder records all lot numbers of products and does not purchase repackaged products, thereby further limiting exposure to counterfeit drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.17.3 Bidder will not charge City of Providence or members for expedited delivery if its organization causes the prescription delay. Bidder agrees to offer any member experiencing a delay in the delivery of its order the option of filling their prescription at a participating retail pharmacy.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.17.4 Bidder will be required to collect copayments for mail and specialty services with no balance billing to City of Providence of unpaid copayments allowed.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.17.5 Bidder will have the capability to accept and store member credit card data in a secure location.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.17.6 Bidder agrees to allow City of Providence the flexibility to determine if members can fill specialty drug prescriptions at retail, and will include pricing for a Open/voluntary option (open retail network/ no retail refill limit) and an Exclusive/closed network option (specialty pharmacy only).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.17.7 Bidder agrees to allow City of Providence the flexibility to determine participation in the Specialty drug distribution and management services on an individual therapy and drug level with no impact to discounts or rebates and no additional charges.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.17.8 Bidder agrees that City of Providence may carve-out specialty to another Bidder at any time with one hundred and eighty (180) days' notice.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.17.9 Should City of Providence elect to utilize alternate pharmacy for Specialty drug distribution and management, Bidder confirms it will not affect non-specialty discounts, dispensing fees, rebates, or admin fees or impose additional charges.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.17.10 Identify the location of the mail order dispensing pharmacy Bidder is proposing for City of Providence. If multiple facilities will be used, identify specifically the sites used and the reason for selection.

500 words.

2.1.17.11 How are members notified when a mail order prescription is delayed due to the following circumstances? (a) A prescription requiring clarification from the physician or physician's agent (e.g., missing quantity, illegible drug name)? (b) A clean prescription where the delay is due to the Bidder's operational, capacity or drug supply issues? (c) A clean prescription where the delay is a result of the Bidder's therapeutic switch intervention?

500 words.

2.1.17.12 Will all "house generics" be identified in a claims file with a DAW 5 code? If not, please explain why and how these would be identified.

500 words.

2.1.17.13 Does Bidder own its own mail order facilities? If not, please identify your mail order partner, length of contract, and expected termination date.

100 words.

2.1.17.14 What is the current prescription volume capacity of the proposed specialty mail pharmacy?

500 words.

2.1.17.15 What is the current prescription volume capacity of the mail order facility Bidder is proposing?

500 words.

2.1.17.16 What was the dispensing accuracy rate at the proposed mail pharmacy for 2018 and 2019, respectively?

500 words.

2.1.17.17 What percentage of prescriptions shipped from Bidder's proposed mail order facility in 2019 were filled manually by a pharmacist or technician?

Percent.

2.1.17.18 Does Bidder own its own specialty mail pharmacy(ies)? If not, please identify your partner(s), length of contract(s), anticipated corresponding termination date(s), and the number and locations of the proposed specialty mail pharmacy facilities.

200 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.17.19 What was the dispensing accuracy rate at the proposed specialty mail pharmacy for 2018 and 2019, respectively?

500 words.

2.1.17.20 Are there any conditions in which a medication will be repackaged before dispensing the medication? If yes, please explain.

500 words.

2.1.17.21 What is Bidder's standard days' supply for specialty products? Can City of Providence customize the specialty days' supply?

500 words.

2.1.17.22 Does Bidder's pharmacy have any plan design requirements or parameters specific to the dispensing of specialty drugs? If yes, please explain.

500 words.

2.1.17.23 Describe the clinical support available for patients through Bidder's Specialty Pharmacy, including the number of nurses and pharmacists on staff at the proposed pharmacy.

500 words.

2.1.17.24 Provide a brief description of how existing specialty drug patients would be transitioned over to Bidder's Specialty Pharmacy, including those patients whose medication is not considered a specialty drug by current vendor and those taking medications with limited distribution rights.

500 words.

2.1.17.25 Is Bidder proposing to use a Specialty Drug Formulary with preferred (tier 2) and non-preferred (tier 3) products? If yes, please attach specialty formulary.

Single, Radio group.

- 1: Yes, attached,
- 2: No

2.1.17.26 Does Bidder receive payments from specialty pharmaceutical manufacturers that are not included in Bidder's definition of "Total Rebates"?

Single, Radio group.

- 1: Yes,
- 2: No

2.1.17.27 If yes, please quantify the value of these payments on a per specialty script basis for Bidder's book-of-business and how the payments are applied in the financial arrangement proposed.

500 words.

2.1.17.28 Provide the following staffing metrics for Bidder's specialty pharmacy offering:

- (a) Number of nurses that are full time employees? Part-time? Subcontracted?
- (b) Number of clinical consulting pharmacists?
- (c) What percentage of patients receive routine consultation (e.g. at least 1 per 3 months) with the nurse or the clinical pharmacist? Initial intake as one of the consults is not applicable.
- (d) What specific criteria is used to determine the need to consult 1:1 with the prescriber for patient therapies?

500 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.17.29 Are nursing services integrated with the Bidder's overall pharmacy benefit or submitted as a separate charge?

Single, Radio group.

- 1: Yes,
- 2: No

2.1.17.30 Bidder is able to apply adjudication logic designating a preferred specialty provider (if City of Providence chooses) as the exclusive provider of the specialty benefit. This will include denying coverage of specialty products (after 1 grace fill) processed under the pharmacy card, when applied at a retail setting.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.31 Bidder confirms they are able to integrate with Specialty partner for coordinating any applicable clinical or safety rules and/or OOP accumulators (if required).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.32 Bidder confirms they are able to pass through preferred specialty provider rates upon claim adjudication. This would be similar to a pass through pricing arrangement for owned pharmacies

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.33 Please specify any fees for coordinating clinical, safety or OOP amounts with Preferred Specialty Pharmacy Provider.

Unlimited.

2.1.17.34 Bidder agrees to administer and invoice for rebates at Preferred Specialty Provider; however, there is no requirement for City of Providence to use Bidder's rebating contracts for specialty products administered at a Preferred Specialty Provider.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.35 Bidder agrees that all non-specialty products dispensed out of the specialty pharmacy will be subject to your proposed standard mail-order pricing terms (discounts, dispensing fees, and rebates guarantees)..

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.36 Bidder agrees that City of Providence and its members are not responsible for the cost of lost, stolen, or damaged traditional or specialty medications delivered to the member. Bidder will expedite and assume the cost of expedited shipping of any replacement medication.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.17.37 At the time of dispensing or as the product is being prepared for automatic dispensing it is visually inspected by a pharmacist for correct color, shape, and other identifying markings. Bidder will verify that all drugs from primary or secondary vendors have either been purchased directly from the manufacturer or that the Bidder is capable of showing the trail to assure that



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

they are not buying from secondary markets. Secondary wholesalers will only be used to cover for shortages that have occurred with the primary vendor and/or for limited distribution products.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.18 Audit Rights

2.1.18.1 Bidder agrees to provide operational and financial audit rights including:

| | Response | Comments |
|---|--|-------------------------------|
| Allow City of Providence or an outside agency of City of Providence’s choosing to audit City of Providence claims, customer service, appeals and pricing guarantees, where applicable and without limit, at no additional charge. This also includes audit of Bidder’s pharmaceutical manufacturers as necessary to determine Bidder’s compliance with payment of all rebate monies (including pharmaceutical administrative fees) due City of Providence | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | 50 words. Nothing required |
| Appropriate access to MAC rates and the formulary rebate program | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | 50 words. Nothing required |
| Processes for reporting data to manufacturers, accounting for rebates earned and allocating rebate payments to City of Providence | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | 50 words. Nothing required |
| City of Providence’s ability to conduct these audits at any time during the contract term upon 30-days written notice to Bidder. Bidder may not limit the time period of paid claims to be audited | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | 50 words. Nothing required |
| Bidder will allow City of Providence or its designee the ability to review the specialty program including any and all paid claims and documented patient and provider interventions to verify comprehensiveness and effectiveness of services provided | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | 50 words. Nothing required |
| Right to audit at any time not more than once per year (excluding the implementation and CMS audits) during term of agreement or within 12 months following termination, unless material discrepancy has not been corrected within 90 days | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, | 50 words. Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|--|---------------------------------------|
| | please explain in comments | |
| Bidder will take and complete corrective action within 30 days of audit that shows any discrepancy. If action requires additional training, corrective action should be completed within 60 days | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| The annual right to audit includes, but is not limited to, the right to audit procedures, internal audits, claims processing systems, performance guarantees, rebate agreements, paid claims data, pricing guarantees, Medicare Part D reconciliation, compliance with Regulatory Requirements (i.e., Medicare Part D), security, claim files, grievance records, and accounting records. This includes the ability to audit onsite and perform call monitoring at Bidder sites and those of its subsidiaries. City of Providence may also conduct an annual ERISA-compliance audit at no additional cost. | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>100 words.</i> Nothing required |
| The audit will be conducted in compliance with mutually agreed upon confidentiality requirements | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |

2.1.18.2 Bidder agrees that City of Providence shall choose a reasonable place, time, type, scope, duration and frequency of any audit. City of Providence will bear no cost for any expenses incurred due to an audit by City of Providence or its professional representatives; the audit can be performed by City of Providence or its professional representative. The audit rights shall survive the termination of the service agreement. Audits may be performed up to six (6) years after termination of the service agreement and the audit period may include up to two (2) prior calendar years.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.18.3 If City of Providence has performance concerns and deems it necessary to conduct an audit, the auditors will be selected by City of Providence, with all audit costs incurred by Bidder. Bidder will be obligated to notify City of Providence immediately if there is a violation of law or regulation, or systemic issue affecting all of Bidder clients or all clients including City of Providence with certain plan provisions.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.1.18.4 Bidder agrees that any work to be in compliance with ERISA financial audits or CMS requirements process will not count as an audit.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.1.18.5 Bidder agrees that City of Providence will not be responsible nor assessed a charge for any PBM Bidder expenses related to any operational or financial audits, including the costs to provide necessary records.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.18.6 Bidder agrees to "hold harmless" City of Providence for audit liabilities as a result of Bidder's management of the retiree drug program including any penalties imposed by CMS.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.18.7 Bidder agrees that City of Providence has the right to audit performance metrics at any time during the contract term at no additional cost.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.18.8 Bidder will allow statistically valid audit results may be extrapolated to the greater population, in part to determine any applicable performance guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.18.9 Bidder agrees to provide full disclosure and undergo an audit by a third party of its contracts/agreements with all pharma manufacturers.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.18.10 Bidder will perform annual SSAE 16 (Type II SAS 70) audits and deliver results to City of Providence (with bridge letters as requested) no later than July of the following year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.19 Deposits and Invoice Payment Terms

2.1.19.1 City of Providence will not be required to fund any bank account nor provide a deposit or prefunding for any reason other than City of Providence's default on PBM payment terms. If a deposit is required, City of Providence will be provided 120 days lead time to comply.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.19.2 Bidder will invoice City of Providence on a monthly basis for Administrative Fees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.19.3 Bidder will invoice City of Providence every two weeks for claims reimbursement.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.19.4 City of Providence will pay Bidder by wire, ACH transfer or pre-authorized debit within ten (10) business days from the date of Sponsor's receipt of each invoice.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.19.5 Bidder confirms that claims and administrative fees will be sent on separate invoices to City of Providence.

Single, Radio group.

1: Confirms,

2: Does not confirm, explain: [50 words]

2.1.20 Information Security

2.1.20.1 Bidder agrees to comply with the terms and conditions as stated in the attached Information Security and Privacy Requirements document ("Info Security.doc").

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.1.21 Liability Insurance

2.1.21.1 Each party will maintain such policies of general liability, professional liability and other insurance of the types, including self insurance, and in amounts customarily carried by their respective businesses. Bidder agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the Mail Service and Bidder Specialty Pharmacy pharmacies, and managed care liability with limits, excess of a self-insured retention, in amounts of not less than \$5,000,000 per occurrence and in the aggregate. Bidder does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by Bidder, to have in place a self-insurance program.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.22 Notifications

2.1.22.1 Bidder must notify City of Providence within 10 days of official court filings and all class action suits related to covered prescription drug. Data required to participate in the class action suit will be provided to City of Providence at no additional charge for up to three (3) years following contract termination.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.1.22.2 Bidder agrees to immediately notify City of Providence of any impending litigation involving Bidder's company, officers, subsidiaries or subcontractors.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.22.3 Bidder will notify City of Providence within 30 days of any major (defined as in City of Providence's top 100 brand drugs by number of prescriptions) brand drug patent expirations. This notification will include the name and number of generic manufacturers entering the market at launch, the existence of any generic exclusivity agreements, AWP pricing for each manufacturer of the product, Bidder proposed MAC pricing for the product, or if unavailable, when the MAC price will be set. In addition, at this time the account management team will proactively present City of Providence with plan design, member communication, and/or clinical program options to take advantage of any cost-savings opportunities associated with the launch of the generic.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.23 Subcontractor Disclosure

2.1.23.1 Bidder agrees to disclose all subcontractor relationships that will be used in the performance or support of services. During the contract period, Bidder will notify City of Providence at least 90 days in advance of any changes to its subcontracted relationships and City of Providence will have the right to approve or reject any subcontractor change.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.24 Retroactive Charges

2.1.24.1 In the event of Bidder error or oversight, Bidder will be prohibited from going back to charge City of Providence after the normal claims and/or administrative fee billing cycles have ended for the contract year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.25 Contract Term, Termination Rights and Support

2.1.25.1 The contract agreement will remain in effect for an initial term of three (3) years from the 7/1/2021 Effective Date (the "Initial Term"), and may be terminated earlier or extended in accordance with the terms outlined throughout section 2.1.23. Thereafter, the Agreement will automatically renew with the same terms and conditions for successive one (1) year renewal terms, subject to the termination rights otherwise provided herein.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.1.25.2 Termination Without Cause. Notwithstanding 2.1.24.1 above, City of Providence may terminate the Agreement without cause upon ninety (90) days written notice to Bidder with no early termination penalty, fee, liquidated damages, or loss of rebates.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Bidder will pay/credit all rebates earned by City of Providence up to and including the date of termination. City of Providence will be the only party to have the right terminate without cause.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.1.25.3 City of Providence has the right to terminate the agreement in the event of a change of ownership of the Bidder.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.25.4 Obligations Upon Termination. Bidder agrees that upon termination of the contract, Bidder will provide all necessary documentation, claims files, prescription history and other data needed for the successful transition of the program to the appointed Bidder within a reasonable timeframe and at no additional cost to City of Providence. This includes, but is not limited to, all open mail order and specialty pharmacy refill files, prior authorization histories and at least twelve (12) months of historical claims data. Two sets of each of these files must be supplied. This agreement must be included in your contract if awarded PBM business. Sponsor will continue to pay Bidder in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. Bidder will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to Bidder, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.1.25.5 In the event of any expiration or termination, Bidder agrees that all monies owed to City of Providence (rebates, performance/GDR guarantees, financial reconciliations, etc.) will be paid to City of Providence with no offsets within ninety (90) days of expiration or termination based on all earned financial credits as of the termination date. Bidder will not charge any termination fees unless City of Providence requests ad hoc services not included in the scope of the PBM contract.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.1.25.6 If the Agreement is terminated and no amounts are due to Bidder, then any amounts due to City of Providence under the Agreement shall be in the form of a check to City of Providence, and not an invoice credit.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.2 Binding Proposal Acknowledgement

2.2.1 Bidder agrees that a duly authorized officer of the responding organization must sign each proposal and the completed proposal shall be without interlineations, alterations or erasures. It will be assumed that all representations made in your proposal will be binding and that your organization has agreed to all of the requirements of the RFP unless specifically stated in this section or in a cover letter accompanying your proposal. Bidder agrees to include in its contract drafts of the exact provisions, caveats and pricing as it is negotiated during the RFP and vendor selection process, including email communications and confirmations.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3 Pricing Requirements

2.3.1 AWP, Pricing Source

2.3.1.1 Bidder will select and disclose to City of Providence, the single source selected for the term of the agreement to price covered drugs at retail, mail order and specialty pharmacy.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.2 AWP means the average wholesale price of the Covered Drug, on the date dispensed, as set forth in Medi-Span's Master Drug Database (MDDDB®) file, if available, or other nationally recognized source determined by Bidder and disclosed to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.3 The AWP used for retail, mail order and specialty pharmacy AWP discount guarantee reconciliation purposes will be the published AWP, as noted above, for actual package size of the 11-digit NDC of the dispensed product on the date dispensed.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.4 On March 30, 2009, the US District Court for the District of Massachusetts entered the final order and judgment approving the class action settlement for the First DataBank (FDB) and Medi-Span average wholesale price (AWP) litigation. As a result of this settlement, both FDB and Medi-Span reduced the mark-up factor used to calculate AWP for any drug whose mark-up is currently in excess of 1.20 to 1.20 times the wholesale acquisition cost (WAC) effective September 26, 2009. Additionally, both FDB and Medi-Span indicated their intention to apply the same adjustments to all other NDCs with a markup factor in excess of 1.20. Bidder agrees that any financial proposal submitted by Bidder shall assume that (a) all pricing terms are reflective of the lower, rolled-back AWP costs and (b) all AWP discounts will apply directly to the actual rolled-back AWP cost with no other adjustment.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.1.5 If the AWP pricing source (e.g., MediSpan) changes the methodology for calculating AWP in a way that changes the economics of the program, or if the pricing source replaces AWP or you decide to use another pricing benchmark other than AWP or another pricing source (hereinafter "AWP Change or Replacement"), including prior to the Effective Date, the Parties agree to modify the program pricing terms such that the modified program pricing terms are cost-neutral or better for both City of Providence and members.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.6 Prior to an AWP Change or Replacement, you shall (1) provide City of Providence with at least ninety (90) days' notice of the effective date of the AWP Change or Replacement, but if the effective date of the AWP Change or Replacement is less than ninety (90) days before you know that the AWP Change or Replacement will definitely occur, then you shall provide City of Providence with as much advance notice as is reasonably practicable under the circumstances; (2) provide City of Providence with an externally



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

audited written illustration of the financial impact of the AWP Change or Replacement (e.g., specific drug examples) and a written statement of the expected aggregate annual impact of the AWP Change or Replacement at least seventy-five (75) days prior to the effective date of the AWP Change or Replacement, but if the effective date of the AWP Change or Replacement is less than seventy-five (75) days before you know that the AWP Change or Replacement will definitely occur, then you shall provide City of Providence with the written illustration and statement described above as soon as is reasonably practicable under the circumstances.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.7 Bidder agrees that in the event of a pricing methodology change or a change in the Bidder's pricing source, in which the Bidder does not agree to pass through all pricing improvements to City of Providence, or if the change results in a higher gross cost (before member cost share) to City of Providence, then City of Providence, reserves the right to renegotiate financial terms or terminate the contract with ninety (90) days written notice without penalty, fees, early termination charges, liquidated damages, or loss of rebates.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.1.8 Bidder agrees that if/when AWP-based pricing is replaced in the market it will hold City of Providence harmless from any charges the PBM may incur from (a) making said changes (e.g., IT costs); (b) auditing; or (c) providing required external validation.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.2 MAC

2.3.2.1 MAC or the "Maximum Allowable Cost" consists of a list of off-patent drugs subject to maximum allowable cost payment schedules developed or selected by Bidder. The payment schedules specify the maximum unit ingredient cost payable by City of Providence for drugs on the MAC list.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.2.2 Bidder agrees to use the same MAC product list at retail and mail such that the MAC unit cost of every individual product on the MAC product list at Mail Order will always be equal to or lower than under the Retail Pharmacy Program. This assessment is solely of MAC unit costs, ignoring retail pharmacy U&C prices.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.2.3 Bidder agrees that it will not set MAC rates (on a GPI/GCN level) higher than the discounted brand AWP in the same GPI/GCN.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.3 Compound Drugs

2.3.3.1 "Compound Prescription" means a prescription that meets the following criteria: two or more solid, semi-solid, or liquid ingredients, at least one of which is a Covered Drug, that are weighed or measured then prepared according to the prescriber's order.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.3.2 Bidder agrees that all compound drugs dispensed at retail and mail order will be processed using the National Council for Prescription Drug Programs (NCPDP) vD.0 multi ingredient pricing; compound drugs will not be subject to a mark-up.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.3.3 Bidder has the ability to stop and deny coverage for any compound pharmaceutical that includes ingredient(s) that are comprised entirely or partially of bulk chemicals.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.3.4 Bidder has the ability to administer a separate maximum dollar threshold for compound drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.3.5 If requested by City of Providence, Bidder will monitor, audit and terminate from their network compounding pharmacies that dispense compounded pharmaceuticals that are not in compliance with Bidder's policies and/or network terms and conditions.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.3.6 If requested by City of Providence, Bidder will employ a closed network of certified compounding pharmacies and compounded pharmaceuticals submitted from non-participating compounding pharmacies will be considered an out of network pharmacy claim.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.4 Formulary, Formulary Drug Exclusions

2.3.4.1 City of Providence's agreement to adopt Bidder's formulary/PDL shall not be construed to give Bidder any authority to determine the list of drugs subject to prior authorization or step therapy or excluded from benefit coverage, nor give Bidder any authority to design, amend, or modify, in whole or in part, all or any portion of the Plan, other than determining the list of drugs to be included on the formulary/PDL. The sole purpose of the PDL will be for the assignment of member copay/coinsurance levels.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.4.2 Bidder agrees to provide rebate guarantees based on Bidder's formulary with exclusions AND separate rebate guarantees based on Bidder's formulary without formulary drug exclusions (if requested).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.4.3 If City of Providence accepts formulary drug exclusions, Bidder guarantees that all excluded drugs will have a formulary alternative available.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.4.4 If City of Providence accepts formulary drug exclusions, Bidder will provide its formulary drug list and City of Providence-specific member impact analysis to City of Providence by no later than July 1st preceding the following July 1st effective date. Such list will identify the excluded drugs and the associated covered drug.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.4.5 If City of Providence accepts formulary drug exclusions, Bidder guarantees that, in any contract year, the drug exclusions will not impact more than 2% of City of Providence members and will not impact more than 2% of City of Providence prescriptions.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.4.6 Bidder agrees that City of Providence will be notified of any formulary changes 60 days in advance of the change, and formulary notices of impacted members will be sent to plan participants 30 days in advance of the formulary change.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5 Pricing Guarantees

2.3.5.1 Bidder agrees that all proposed AWP discounts and dispensing fees will be individually guaranteed dollar-for-dollar, with no cross-subsidization, for six month period of the three-year contract period. Guaranteed AWP discounts and dispensing fees will be measured, reported and reconciled separately by Bidder every six months, and Bidder will pay/credit City of Providence 100% of any shortfall between the actual result and the guaranteed results, with no offsets, reductions or adjustments. City of Providence will not accept pricing offers that payout shortfalls based on "Sponsor's net cost", limited to claims with "Sponsor liability", or with any ZBD (zero balance due) adjustment. City of Providence will retain 100% of any additional savings achieved above each guarantee, with no cross-subsidization within distribution channel or among distribution channels. Shortfalls in one guarantee may not be offset by overages in any other guarantee, with the exception of rebates which will be reconciled in aggregate across all channels.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.2 Bidder's pricing offer is based on and does not require any changes to the proposed Rx plan design(s), clinical programs/rules/edits, outlined in the RFP attachments. Bidder's pricing offer is not contingent upon implementing any additional step therapy, prior authorization, and/or therapeutic switch programs.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.3 Bidder will disclose the pricing and guarantee reconciliation methodology that will be applied for City of Providence in its entirety, including but not limited to any pricing methodologies applied during claims adjudication, any definition or any contractual clause that might cause a drug to be billed and filled under different drug classifications, the use of re-bucketing drugs during reconciliation to affect any guarantee (e.g. classifying drugs adjudicated as brands as generic under the GDR guarantee) exclusion of any drugs from the reconciliation calculation, and any other pricing or reconciliation strategy that is not specifically requested or covered within this RFP.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.4 All pricing and reconciliation strategies employed by Bidder that are identified during this RFP shall be included in the contract, and may not be altered from what was disclosed during the RFP process. In other words, Bidder will include all definitions, pricing and reconciliation methodologies to be employed in the contract and may not change the definitions, pricing or reconciliation methodologies from what was disclosed in this RFP when constructing the contract.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.5 Bidder shall not use its "standard" or "book of business" practices when reconciling City of Providence's pricing guarantees unless they are clearly outlined in the City of Providence/Bidder contract. If there is a dispute regarding a practice that is not outlined in this contract, Bidder agrees to stop such practice immediately and comply with the terms of the contract.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.6 Bidder agrees that the financial exhibit or section in the contract will encompass all aspects of pricing and reconciliation, and Bidder will not be allowed to add, remove, change or otherwise alter these methodologies during the life of the contract unless there is a corresponding change in state or federal law that necessitates such change. In the event such a change in law occurs, Bidder agrees that any change made will maintain the relative economics of the contract and will be disclosed to City of Providence in writing with ninety (90) days advance notice or as much notice as is reasonably allowed in the event that 90 days' notice is not possible.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.5.7 Within sixty (60) days following each contract quarter, Bidder will measure and report to City of Providence its performance for that quarter and year to date for all AWP discount guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.5.8 If specialty medications were carved out to a different Bidder in years 2 or 3 what pricing terms, and to what degree (if any), would those pricing terms change for non-specialty medications?



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6 Drug Classification (for Claim Adjudication Purposes)

2.3.6.1 Drug Classification means the process whereby Bidder shall use the indicators of disclosed nationally available recognized reporting service of pharmaceutical drug information) to determine the classification of drugs (i.e., legend vs. over the counter, Brand vs Generic, single-source vs. multi-source) for claim adjudication purposes.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6.2 Bidder will classify drugs consistently at retail, mail and specialty pharmacy based on data provided by sources such as MediSpan or First DataBank, pharmaceutical manufacturers, and the Food and Drug Administration, or other sources disclosed to City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6.3 Bidder will select and disclose to City of Providence, the single source selected for the term of the agreement to classify covered drugs consistently at retail, mail order and specialty pharmacy.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6.4 Brand Drugs and Generic Drugs must be classified as such using the standard designations used by reporting services such as First Databank or other nationally recognized third party reporting source. Reclassification of any drug using any proprietary methodology or algorithm is not permitted.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6.5 Neither the availability nor supply of a drug will be used as criteria to classify the drug as a Brand Drug or Generic Drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.6.6 Once a drug has been designated as a Generic Drug, it will remain designated as such unless the original designation was in error.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.7 Multi-source Generic and Single-source Generic Drug Definitions

2.3.7.1 Multi-source generic is defined as a generic prescription product available from multiple manufacturers or those prescription products available only from one manufacturer provided they had been available from multiple manufacturers in the past.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.7.2 Single-source generic is defined as a generic prescription product with only one generic (non-originator) manufacturer. The originator manufacturer might or might not still be in the market.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.8 Retail Network

2.3.8.1 Bidder MUST agree to propose pricing based on its broadest national retail network, that includes ALL major national and regional pharmacy chains supplemented by independent pharmacies, and that satisfies the minimum network pharmacy access standards outlined in the Ongoing Performance Guarantee section of this RFP.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.8.2 Bidder agrees to provide the option for a retail outlet option to pick up mail order prescriptions. The prescription should process the same as mail-order from a pricing perspective (discount, dispense fees, rebates) and member copay experience.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.8.3 Claims filled at retail network pharmacies in rural areas will be treated as any other retail network pharmacy for purposes of all "Retail" pricing guarantees noted below.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.9 Retail "Traditional" Pricing Structure

2.3.9.1 Bidder will provide a "Traditional" (spread) pricing offer, where every retail prescription will be billed to City of Providence using the same fixed pricing formula, regardless of which retail pharmacy is used. Participating pharmacy rates may vary and the amount paid by Bidder to participating pharmacies may not be equal to the amount billed to City of Providence and Bidder shall retain any difference. In addition, Bidder will provide aggregate semi-annual AWP discount guarantees and dispensing fee guarantees for retail brand and retail generic drugs as outlined below.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.10 Retail "Pass-Through" Pricing Structure

2.3.10.1 Bidder will provide a retail "Pass-Through" pricing offer, where City of Providence is billed the discounted price plus dispensing fee that Bidder has contracted with the dispensing retail network pharmacy, less the amount paid by the member. In



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

addition, Bidder will provide aggregate semi-annual AWP discount guarantees and dispensing fee guarantees for retail brand and retail generic drugs as outlined below.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.11 Retail Network Reimbursement

2.3.11.1 Bidder will adjudicate all retail claims including specialty and non-specialty at point-of-sale and paper claims at the lowest of: (a) the contracted discount plus dispensing fee; (b) MAC plus dispensing fee or (c) the usual and customary (U&C) price (including the pharmacy's sales price, if any). Bidder agrees that if selected as the winning PBM, the contract language will specify that claims adjudicate at the point of sale using the guaranteed methodology proposed.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.12 Mail Order and Specialty Pharmacy Reimbursement

2.3.12.1 Bidder must adjudicate all mail order and Specialty Pharmacy claims at the lesser of: (a) the contracted discount plus dispensing fee or (b) MAC plus dispensing fee.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.13 Mail Order Pricing - Day's Supply

2.3.13.1 Bidder must provide consistent pricing (guaranteed AWP discounts, dispensing fees, administrative fees, and rebates) for all prescriptions filled at Bidder's proposed mail order pharmacy regardless of the days' supply (i.e., Bidder will not apply retail pricing to any mail order claims).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.14 Mail Order and Specialty Pharmacy - Repackaged Products

2.3.14.1 For any repackaged products assigned a new NDC number by a re-packager or manufacturer, Bidder will not charge a higher AWP price at mail order or specialty pharmacy than the original manufacturer/labeler AWP price for the same product (drug name, form, and strength).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.15 Member Copayment at Retail (no zero balance billing)

2.3.15.1 Bidder must adjudicate all retail claims according to the “lowest of” logic such that members always pay the lowest of the applicable copayment, the contracted price and/or the pharmacy's U&C amount (including the pharmacy's sale price, if any). Bidders will not be allowed to adjudicate based on “zero balance logic” or on a minimum copayment amount, and retail pharmacies will not be allowed to collect a minimum payment.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.16 Member Copayment at Mail Order and Specialty Pharmacy

2.3.16.1 Bidder must adjudicate all mail order and Specialty Pharmacy claims according to the “lower of” logic such that City of Providence members always pay the lower of the applicable copayment or the contracted price. Bidder will not be allowed to adjudicate based on a minimum copayment.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.16.2 Bidder agrees that City of Providence will not be responsible for any member contributions (e.g., deductible, coinsurance, copays) owed to Bidder. Collecting such fees will be the sole responsibility of Bidder.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.17 Brand AWP Discount Guarantees

2.3.17.1 Bidder will provide minimum aggregate semi-annual Retail Brand AWP Discount Guarantees and a minimum aggregate semi-annual Mail Order Brand AWP Discount Guarantees, inclusive of all single-source brand drugs and all multi-source brand drugs. Brand AWP Discount Guarantees will include all claims with Medi-Span Brand Name Code = “T” with Medi-Span Multi-Source Code = “M”, “N” or “O” on the date dispensed. Bidder's proprietary brand/generic drug algorithm(s) **must not** be used to classify drugs as Brand or Generic when reconciling Bidder's aggregate semi-annual Brand AWP Discount Guarantees. Brand AWP Discount Guarantees exclude 340B claims, member submitted claims, subrogation claims, vaccines, flu shots, OTC claims and compound drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.17.2 At retail, this guarantee must include specialty brand drugs dispensed at retail network pharmacies.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.17.3 At retail, this guarantee must include all brand claims priced at U&C. U&C claims will be included based on the adjudicated price, not 100% discount. When calculating the AWP discount guarantee, the ingredient cost for U&C claims will equal the submitted U&C price with a \$0.00 dispensing fee.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.17.4 At mail order, this guarantee must exclude specialty brand drugs dispensed at specialty pharmacies.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.17.5 Bidder will measure these guarantees, report on performance and pay/credit City of Providence 100% of any shortfall within ninety (90) days of each semi-annual period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18 Generic AWP Discount Guarantees

2.3.18.1 Bidder will provide minimum aggregate semi-annual Retail Generic AWP Discount Guarantees and minimum aggregate semi-annual Mail Order Generic AWP Discount Guarantees that are inclusive of all generic drugs (e.g., all MAC'd generics and non-MAC'd generics; all multi-source generics, single-source generics and/or any generic products involved in patent litigations and/or available in limited supply). Generic AWP Discount Guarantees will include: (a) all claims with Medi-Span Brand Name Code = "T" with a Medi-Span Multi-Source Code = "Y" on the date dispensed; and (b) all claims with Medi-Span Brand Name Code = "B" or "G" on the date dispensed. Bidder's proprietary brand/generic drug algorithm(s) **must not** be used to classify drugs as Brand or Generic when reconciling Bidder's aggregate semi-annual Generic AWP Discount Guarantees. Generic AWP Discount Guarantees will exclude 340B claims, member submitted claims, subrogation claims, vaccines, flu shots, OTC claims and compound drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.2 At retail, this guarantee must include specialty generic drugs dispensed at retail network pharmacies.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.3 At retail, this guarantee must include all generic claims priced at U&C. U&C claims will be included based on the adjudicated price, not 100% discount. When calculating the AWP discount guarantee, the ingredient cost for U&C claims will equal the submitted U&C price with a \$0.00 dispensing fee.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.4 At mail order, this guarantee must exclude specialty generic drugs dispensed at Bidder's specialty pharmacies.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.5 Single-Source Generics must be included in the Generic discount guarantees at retail and mail order



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.6 Bidder will measure these guarantees, report on performance and pay/credit City of Providence 100% of any shortfall within ninety (90) days of each semi-annual period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.18.7 Bidder will manage the Generic AWP Discount Guarantees within a 2% corridor. Bidder will provide quarterly reporting to show how actual AWP discounts are running against guaranteed generic discounts. If there is a generic discount shortfall of more than 2.0%, Bidder will pay the full difference to City of Providence within thirty (30) days.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.19 Zero Pay Claims

2.3.19.1 The calculation of all proposed AWP discount guarantees (Retail Brand, Retail Generic, Mail Brand, Mail Generic and Specialty Pharmacy) must include all zero pay claims (claims where the member pays the full cost of the drug, and the Plan paid zero) based on the actual adjudicated Ingredient Cost; the AWP discount for zero pay claims will not be included at 100% discount.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.20 Member Pay the Difference Claims

2.3.20.1 For any City of Providence plans where members must pay the difference between the Brand and Generic gross drug cost when choosing a Brand name drug when a generic alternative is available, such gross drug cost difference (also referred to as MPD Penalty, Copay Penalty, DAW Penalty, or Copay Differential) must not be treated as a discount when reconciling AWP discount guarantees, nor be used in any way to lower the amount otherwise due City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.21 Retail Refill Limits/Penalties

2.3.21.1 For any City of Providence plans where members are charged a higher cost-share when filling a prescription at retail rather than via mail order or specialty pharmacy, such cost-share must not be treated as a discount when reconciling AWP discount guarantees, nor be used in any way to lower the amount otherwise due City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.22 House Generics

2.3.22.1 "House Generics" are multi-source brand drug that Bidder dispenses in lieu of the generic equivalent.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.22.2 When a House Generic is dispensed, the ingredient cost billed to City of Providence must always reflect the lower of the brand AWP discount or the generic drug price (e.g., MAC price).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.22.3 When a House Generic is dispensed, the member cost share (e.g., deductible, copay, coinsurance) must always be determined as if the generic equivalent was dispensed.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.22.4 House Generics must be included in Bidder's Brand AWP Discount Guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.22.5 A House Generic must be treated as a Brand Rx for purposes of Bidder's Per Brand Rx Rebate Guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.23 Specialty Program

2.3.23.1 Bidder will provide pricing for both an Open specialty benefit (Specialty Drugs are covered at retail network pharmacies and Bidder's Specialty Pharmacy) as well as an Exclusive specialty benefit (Specialty Drugs are only covered if filled by Bidder's Specialty Pharmacy).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.24 Specialty Drugs (Definition, Price List and Pricing)

2.3.24.1 Bidder agrees that "Specialty Drugs" mean those covered prescription drug products on the Specialty Drug Price List.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.24.2 Bidder agrees that "Specialty Drug Price List" means the list of covered prescription drug products which identifies the reimbursement rates applicable under this Agreement which is maintained and updated by Vendor from time to time as new



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

prescription drug products come to market. Any changes to the Specialty Drug Price List after the Effective Date will meet the specifications set forth in 2.3.24.33 through 2.3.24.17 below.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.24.3 Bidder will submit the proposed July 1, 2021 Specialty Drug Price List(s) in Excel by NDC-11, with drug names and associated AWP discounts and dispensing fees. Bidder's Specialty Drug Price List will clearly identify which, if any, of the list drugs will be excluded from Bidder's aggregate annual specialty pharmacy AWP discount guarantees and/or excluded from Bidder's specialty pharmacy Per Brand Rx Rebate Guarantees.

Single, Radio group.

- 1: Attached,
- 2: Not attached, please explain: [100 words]

2.3.24.4 The complete Specialty Drug Price List as of the July 1, 2021 Effective Date, with drug names and AWP discounts, will be included as an exhibit to the agreement.

Single, Radio group.

- 1: Attached,
- 2: Not attached, please explain: [100 words]

2.3.24.5 After the July 1, 2021 Effective Date, Bidder will not add any products to City of Providence's Specialty Drug Price List that were previously available a standard non-specialty mail order pharmacy.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [200 words]

2.3.24.6 Only newly FDA-approved and launched drugs, and drugs not on the market as of July 1, 2021 may be considered for addition to the Specialty Drug Price List after this date.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [200 words]

2.3.24.7 Unless there is a change to the specialty distribution or labeling due to regulatory or manufacturer requirement, Bidder will not add any drugs to City of Providence's Specialty Drug Price List that were previously available in the market and delivered through mail order and/or retail (i.e., non-specialty) prior to July 1, 2021.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.24.8 Bidder agrees to adhere to the following additional criteria for Specialty Drugs added to the Specialty Drug Price List after July 1, 2021:

- The product must require a customized medication management program that includes medication use review, patient training, coordination of care and adherence management for successful use such that more frequent monitoring and training may be required and must meet at least one of the following four characteristics:
 - Produced through DNA technology or biological processes
 - Target chronic or complex disease
 - Route of administration could be inhaled, infused, oral or injected
 - Unique handling, distribution and/or administration requirements.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.24.9 In addition, a follow-on-biologic or generic product will be considered a Specialty Drug if the innovator drug is a Specialty Drug and meets the criteria above.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.24.10 All covered drugs that do not meet the above Specialty Drug criteria will be dispensed via mail at the standard Mail Order pricing rates (i.e., discounts, dispensing fees, and rebate guarantees or via retail at the standard retail rates (i.e., discounts, dispensing fees, and rebate guarantees).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.24.11 Pricing for Specialty Drugs added to the Specialty Drug Price List on or after July 1, 2021 shall be competitive in the marketplace and considered on an individual drug and/or therapeutic category basis, and shall not automatically default to a minimum discount.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.24.12 Limited Distribution Drugs will be defined as drugs that Bidder's specialty pharmacy does not have a direct purchase agreement with the manufacturer or wholesaler distributor of that product. If the manufacturer has designated a specialty product as "limited distribution" or "exclusive distribution", but Bidder has been able to maintain access and distribution rights to the product, the product will not be considered Limited Distribution Drug for the purposes of the agreement.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.24.13 Bidder agrees that all Limited Distribution Drugs will be billed to City of Providence as specified in Specialty Drug Price List.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [200 words]

2.3.24.14 "New to market" Specialty Drugs are Specialty Drugs that are newly introduced for sale by pharmaceutical manufacturers and made available for dispensing at pharmacies, that aren't included on the current Specialty Drug Price List. Once a drug meeting the criteria outlined in section 2.3.24.8 is added to the Specialty Drug Price List, it will be considered a Specialty Drug and no longer considered "new to market".

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.24.15 Bidder agrees that all existing biosimilars and biosimilars new to market will be priced at a deeper list discount than the original brand.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [200 words]

2.3.24.16 Changes to the Specialty Drug Price List requires sixty (60) days advance written notice to City of Providence along with an explanation of the rationale for such modifications. In making any such modifications, Bidder will provide City of Providence with a revised and complete list noting the effective date for each modification.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.24.17 After the July 1, 2021 Effective Date of the agreement, a copy of the current Specialty Drug Price List will be made available to Client upon request.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.24.18 With the exception of Limited Distribution Drugs and U&C claims, Bidder's pricing (i.e., AWP-X% + \$Y dispensing fee) for all Specialty Drugs dispensed through Bidder's Specialty Pharmacy will always be better than provided at retail network pharmacies.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.24.19 Bidder will provide aggregate semi-annual Specialty Pharmacy AWP discount guarantees inclusive of all specialty and biosimilar drugs dispensed to City of Providence's members by Bidder's specialty mail order pharmacies.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.24.20 The semi-annual Specialty Pharmacy AWP discount guarantees will exclude the value of rebates, manufacturer coupons, and monies associated with copay assistance programs, and will not be subject to day supply proration or adjustment.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.3.24.21 Bidder will measure the aggregate Specialty Pharmacy discount guarantees and pay/credit City of Providence 100% of any shortfall within ninety (90) days of each semi-annual period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.3.24.22 All Specialty Drugs dispensed through a mail order facility will be reconciled against the aggregate Specialty Pharmacy discount guarantee. Bidder will not classify certain mail order facilities as "Retail" specialty pharmacies.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.25 Dispensing Fees

2.3.25.1 Bidder will provide separate aggregate semi-annual per prescription dispensing fee guarantees by channel (retail, mail order, specialty mail order pharmacy).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.25.2 Bidder will measure these guarantees and pay/credit City of Providence 100% of any shortfall within ninety (90) days of each semi-annual period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.26 Postal Rate Increases

2.3.26.1 Bidder will not increase mail order or specialty pharmacy dispensing fees during the contract term regardless of increases in mailing/postage/shipping fees charged by Bidder's delivery vendors (e.g., UPS, USPS, Fedex).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.27 Administrative Fees

2.3.27.1 Bidder must quote all base administrative fees on either a PEPM, PMPM, or a per paid claim basis only (e.g., no charge for denied or reversed claims).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.28 Clinical Programs

2.3.28.1 Bidder will provide drug utilization review (DUR) programs integrated across the retail, mail order and specialty distribution channels as part of the base administrative fees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.28.2 Clinical programs subject to a fee or charge must be quoted on an unbundled (ala carte) basis and will include program specific return on investment (ROI) guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.28.3 All proposed clinical programs will return 100% of savings to City of Providence.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.3.28.4 Any savings achieved in excess from one clinical program will not be used to subsidize short falls in savings resulting from any other clinical program in any contract year.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.28.5 Bidder will exclude savings from Concurrent DUR and administrative edits, including but not limited to "refill too soon", from Bidder's proposed bundled clinical savings guarantee.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.28.6 Bidder will provide quarterly performance reporting for all clinical programs currently in place and recommendations to City of Providence for additions or changes. This analysis shall include the number of members affected, clinical significance and financial impact. It shall further include an assessment of prescription drug issues, trends and new products.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.28.7 Bidder must provide City of Providence with full authority to "turn-off" any point-of-sale edits (e.g., quantity limit, step therapy) that City of Providence does not want to implement or continue.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.3.29 Rebate Structure

2.3.29.1 Bidder must agree to provide City of Providence the greater of 100% pass-through of actual Total Rebates (as defined below) or the specified minimum Per Brand Rx Rebate Guarantees (as defined below).

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.29.2 Bidder agrees to provide quarterly file feeds detailing drug-level rebate information to City of Providence within 90 days of each quarter.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [200 words]

2.3.30 Rebate Management Fees

2.3.30.1 Bidder will not assess a rebate management fee to City of Providence.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

2.3.31 Rebate Definition

2.3.31.1 Bidder agrees that "Total Rebates" will include all compensation or remuneration Bidder receives from pharmaceutical manufacturers (branded and generic), attributable to the purchase or utilization of covered drugs (including Specialty Drugs) by an eligible member. Compensation includes, but is not limited to, discounts; credits; rebates, regardless of how categorized; fees; educational grants received from manufacturers in relation to the provision of utilization data to manufacturers for rebating, marketing and related purposes; market share incentives; commissions; manufacturer administrative fees; administrative management fees; and any/all monies received by Bidder from pharmaceutical manufacturers resulting from price inflation protection negotiations. "Total Rebates" must include all manufacturer administrative fees received by Bidder.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.31.2 Please complete the following table to provide clarity regarding your proposed Rebate definition:

| Rebate Definition and City of Providence's % of Total Rebates share Includes: | Response | Comments |
|---|--|--------------------------------------|
| Base Rebates (negotiated regardless of plan sponsor management requirements such as UM or copay differentials) | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Incentivized Rebates (additional rebates for plan sponsor adopting management criteria such as UM or copay differentials, but not limited to those items) | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Educational grants | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Market Share rebates (additional rebates paid for achieving volume targets as specified in rebate contract) | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Price protection clauses | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Manufacturer Administrative Fees | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Clinical fees paid by pharmaceutical manufacturers for compliance programs | <i>Single, Pull-down list.</i> 1: Agrees, | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|--|--------------------------------------|
| | 2: Disagrees, please explain in comments | |
| Data fees paid by manufacturers for review of data (clinical or otherwise) | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Manufacturer Coupons | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Monies from Copay Assistance Programs | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |
| Other (please specify) | <i>Single, Pull-down list.</i> 1: Agrees, 2: Disagrees, please explain in comments | <i>50 words.</i> Nothing required |

2.3.31.3 Disclose any/all monies Bidder receives from pharmaceutical manufacturers or other third parties in connection with City of Providence's pharmacy benefit plan that aren't shared 100% with City of Providence.
500 words.

2.3.32 Rebate Availability

2.3.32.1 If one or more of the following:

- Marketplace changes regarding rebate availability
- Pharmaceutical company revision of rebate payment policy
- Governmental policy change on tax laws related to rebate payments

changes relative to the City of Providence population, then Bidder or City of Providence may initiate a review to determine if the relative economics of the current contract require revision as a direct result of the above change(s). Such revision will be limited to an equitable adjustment to the "Pricing Guarantees" (guaranteed AWP discounts, dispensing fees, administrative fees, and/or rebate guarantees), solely as necessary to maintain the contracted economic position of both parties prior to such change(s). This review will be initiated by Bidder or City of Providence. Bidder will give thirty (30) days' notice to City of Providence and City of Providence will complete its review of relative economics within forty-five (45) days of said notice. Said revised Pricing Guarantees will only apply to future utilization, with an effective date no sooner than thirty (30) days after Bidder and City of Providence agree to such revision.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.32.2 Bidder will provide City of Providence details of and reason for the proposed change, an explanation of the manner in which the proposed change will account for the impact of the event triggering the proposed change, with an illustration that details the impact of the proposed change. The illustration will be specific to City of Providence utilization and will show the impact of the City of Providence-specific change(s). The illustration will show current utilization and costs based on current City of Providence utilization and the impact to Bidder and City of Providence as a result of the proposed change. Bidder will disclose any necessary facts and data for City of Providence and/or City of Providence's benefit consultant to conduct an independent analysis. Such facts



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

can include (but is not limited to) rebate contractual amendments in cases where rebate-ability is compromised by the Vendor. If both parties agree to revised Pricing Guarantees, then they can be implemented and will be monitored on a quarterly basis to assure that City of Providence-specific economics are preserved.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.32.3 Bidder will ensure that the value of any lost rebates will be negotiated into the purchase price of medications between Bidder and Pharma. Any such value will be passed back to City of Providence once changes go into effect to ensure the relative economics of the agreement are maintained.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.33 Per Brand Rx Rebate Guarantees

2.3.33.1 Under Bidder's proposed "Per Brand Rx Rebate Guarantees", specified amounts must apply to all formulary brand, non-formulary brand, single-source brand, and multi-source brand drugs (regardless of DAW coding) dispensed under the Plan; including such covered brand prescriptions where the member paid the full cost of the drug and the Plan paid zero; including brand name drugs dispensed in lieu of a generic equivalent; and including all brand name drugs dispensed as a house generic at Bidder's mail order pharmacy, regardless of DAW coding. Per Brand Rx Rebate Guarantees will include all claims with Medi-Span Brand Name Code = "T" that also have Medi-Span Multi-Source Code = "M", "N" or "O"; all such codes will be as designated by Medi-Span on the date dispensed. Per Brand Rx Rebate Guarantees will not apply to paper claims, and claims paid as qualified 340B pricing.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.33.2 DAW 1&2 claims that process with a mandatory generic penalty must not be excluded from the calculation of Bidder's proposed "Per Brand Rx Rebate Guarantees".

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.33.3 Per Brand Script Rebate Guarantees provided in section "2.4.1.17 Rebates" must be provided without minimum or average days' supply requirements.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.33.4 Bidder's proprietary brand/generic drug algorithm(s) must not be used to classify drugs as Brand or Generic for determining per Brand Rx Rebate Guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.33.5 Bidder's proposed Per Brand Rx Rebate Guarantees must be provided regardless of actual generic dispensing rates achieved.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.33.6 Bidder acknowledges that there will be no day supply proration or adjustments to the Per Brand Rx Rebate Guarantees provided in section "2.4.1.17 Rebates".

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.33.7 Confirm that HIV, PCSK9 and Hep-C products will be dispensed in accordance with City of Providence's plan design, and that the Per Brand Rx Rebate Guarantees will apply to all such products based on channel/network that was used to dispense said product. The Specialty Pharmacy Per Brand Rx Rebate Guarantees will apply to all such products dispensed at Vendor's specialty mail pharmacy.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [200 words]

2.3.34 Rebate Payments

2.3.34.1 Bidder will pay/credit City of Providence based on the minimum Per Brand Rx Rebate Guarantees on a quarterly basis within ninety (90) days after each contract quarter.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [500 words]

2.3.35 Rebate Reconciliation

2.3.35.1 At each contract year end, Bidder will reconcile the guaranteed percent pass-through of Total Rebates against the quarterly rebate payments made in accordance with the minimum Per Brand Rx Rebate Guarantees. City of Providence will retain 100% of any additional savings achieved.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.35.2 In the event that City of Providence's share of "Total Rebates" is greater than the total amount paid to City of Providence via the corresponding quarterly rebate payments, Bidder shall pay/credit any amount due to City of Providence within 120 days after the end of each contract year and will provide supporting documents that meet City of Providence's auditing requirements.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]

2.3.35.3 Bidder will provide City of Providence quarterly reporting, ninety (90) days after the close of each contract quarter that clearly itemizes Total Rebate amounts invoiced, amounts paid to City of Providence, and the time frame in which they were earned. If requested, this reporting will be itemized according to City of Providence benefits account structure.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [100 words]



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.35.4 City of Providence's share of any Total Rebates for the reconciliation period that are received by Bidder after the annual year-end reconciliation that exceed the total quarterly rebate payments made to City of Providence for the calendar year, will be paid/credited to City of Providence as received. Such amounts will not be applied to the next annual rebate reconciliation.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.35.5 Rebates due City of Providence under this Agreement that are received by Bidder after termination or expiration of this Agreement shall be paid to City of Providence by check.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.36 Point of Sale Rebates

2.3.36.1 Please describe your drug-specific point of sale rebate program option (along with any fees, limitations, audit rights, etc.)

200 words.

2.3.37 Transparency

2.3.37.1 With rising Rx costs, it's important to City of Providence to add more transparency in the PBM contract. Bidder will agree to share annual reporting outlining the total revenue Bidder makes on City of Providence's account.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.3.38 Generic Dispensing Rate (GDR) Guarantees

2.3.38.1 Bidder must agree to offer a generic dispensing rate (GDR) guarantee at both retail and mail order. GDR shall be defined as the number of generic prescriptions (single source and multi-source generics) dispensed divided by the total number of prescriptions dispensed (brand and generic). GDR guarantees exclude Specialty Drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.38.2 If Bidder fails to achieve the applicable GDR guarantee in any Contract Year, the amount due to City of Providence will be calculated as follows: (Average Ingredient Cost per Brand Prescription - Average Ingredient Cost per Generic Prescription) multiplied by (GDR guarantee - actual GDR) multiplied by (the total number of prescriptions dispensed in such Contract Year).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.38.3 City of Providence shall retain 100 percent of any savings if the actual GDR achieved exceeds the GDR guarantee.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.38.4 GDR guarantees shall be reported annually within ninety (90) days from the end of the Contract Year and any amount due City of Providence shall be paid within thirty (30) days of reporting.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.39 Trend Management Guarantee

2.3.39.1 Bidder agrees to offer an annual Gross Cost Trend guarantee inclusive of all scripts (specialty and non-specialty) on a per member per month (PMPM) basis for each contract year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.39.2 "Gross Cost" shall be defined as the sum of City of Providence's drug ingredient costs plus dispensing fees plus sales tax minus City of Providence's share of rebates, and shall exclude member cost share (deductibles and copayments/coinsurance). The formula for calculating the annual Gross PMPM Trend will be: [(Gross Cost PMPM for the current contract year) divided by (Gross Cost PMPM for the Prior contract year)] minus 1. Bidder shall provide a report to City of Providence comparing the actual annual Gross PMPM Trend to the Gross PMPM Trend Guarantee, and shall pay City of Providence dollar for dollar for any amount above the Gross PMPM Trend Guarantee within on hundred and eighty (180) days after the end of each Contract Year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

2.3.39.3 Bidder agrees to provide a trend guarantee for contract year 2021 in its proposal to City of Providence and, if selected, will establish the trend guarantee for additional contract years by the end of the third quarter (before October 1) of the preceding year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.40 Medical and Pharmacy Integration

2.3.40.1 Is Bidder owned by a Health Plan or does bidder own a Health Plan?

200 words.

2.3.40.2 Are there any conditions where Bidder can offer meaningful cost of care guarantees? These would need to be measured as the total cost of care for specific conditions across medical and pharmacy.

200 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.3.41 Market Check

2.3.41.1 City of Providence shall have the annual right to evaluate key pricing terms (e.g. AWP discounts, dispensing fees, administrative fees, clinical program fees, and rebates) and all other terms with a financial impact (e.g., generic dispensing rate guarantees, service performance guarantees, trend management guarantees) to ensure that pricing remains competitive in the PBM marketplace throughout the contract term (the "Market Check"). The market check provides a means for City of Providence to determine if pricing terms remain market-leading relative to the marketplace, not just market-leading within Bidder's employer book of business. The first Market Check will be conducted during the first contract year with new pricing effective July 1, 2021.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.41.2 City of Providence or its consultant will compare the aggregate value of the current pricing terms provided by Bidder with the aggregate value of the pricing terms then currently available in the marketplace based on City of Providence's consultant's internal benchmark analysis for similarly sized plan sponsors with similar plan designs, pricing structures and mail order penetration as City of Providence.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.41.3 The Market Check report prepared by City of Providence or its designee will be submitted to Bidder and Bidder will provide its comments regarding the report to City of Providence and its designee within ten (10) business days of receipt. If the Market Check results in a finding that current market conditions can yield a one percent (1%) or more savings on gross plan costs (defined as ingredient costs plus dispensing fees plus base administrative fees minus rebates), the parties will discuss in good faith the Market Check analysis and a revision to the pricing terms and other applicable provisions under the Agreement, to be effective no later than July 1 of the upcoming Contract Year.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.3.41.4 If the parties are unable to reach agreement on revised pricing terms and other applicable provisions within sixty (60) days from the date of the market check report, then City of Providence may terminate the Agreement with no early termination penalty, fee, liquidated damages, or loss of rebates upon ninety (90) days written notice.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [500 words]

2.4 Pricing

2.4.1 Pricing Offer - Commercial Plans

Year 1 = July 1, 2021 through June 30, 2022

Year 2 = July 1, 2022 through June 30, 2023

Year 3 = July 1, 2023 through June 30, 2024



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.4.1.1 Please complete the following table:

| | Response | Comments |
|---|---|---------------------------------------|
| AWP discounts below on a Pre or Post rollback basis? | <i>Single, Pull-down list.</i> 1: Pre, 2: Post | <i>Unlimited.</i> Nothing required |
| Retail Pricing Arrangement | <i>Single, Pull-down list.</i> 1: Traditional, 2: Pass Through (No Gtes), 3: Pass Through (w/ Min.Gtes), 4: Rebate Reinvestment, 5: Cost Plus, 6: Other (Explain in comments) | <i>Unlimited.</i> Nothing required |
| Retail-30 Network type | <i>Single, Pull-down list.</i> 1: Broad, 2: Narrow (Explain in comments), 3: Custom (Explain in comments) | <i>Unlimited.</i> Nothing required |
| Name of proposed Retail-30 network | <i>100 words.</i> | <i>100 words.</i> |
| Estimated # of pharmacies in Retail-30 network | <i>100 words.</i> | <i>100 words.</i> |
| List any major retail pharmacy chains NOT in your Retail-30 network | <i>100 words.</i> | <i>100 words.</i> |

2.4.1.2 Retail-30 Network, Non-Specialty AWP Discounts

| | Discount | Response |
|---|-----------------|---|
| Non-MAC AWP Discount | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Brand AWP Discount Guarantee (Single Source Brand and Multi-Source Brand) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---|-----------------|---|
| | | 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Generic AWP Discount Guarantee (Single Source Generics and Multisource Generics; MAC and Non-MAC) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |

2.4.1.3 Retail-30 Network, Specialty AWP Discounts

| | Discount | Response |
|--|-----------------|---|
| Aggregate Specialty AWP Discount Guarantee (including Biosimilars) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Brand Drug AWP Discount Guarantee (Single Source Brand and Multi-Source Brand) | | |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|-----------------|---|
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic Drug AWP Discount Guarantee (Single Source Generics and Multisource Generics; MAC and Non-MAC) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Biosimilars are included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |

2.4.1.4 Retail-30 Network, Dispensing Fees per Rx

| | Fee | Response |
|------------------------------|-----------------|---|
| Brand (non-specialty) | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---|-----------------|---|
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic (non-specialty) | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Specialty drugs, including Biosimilars | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |

2.4.1.5 Retail-90 Network (non-mail pricing at specified retail pharmacies)

| | Response |
|---|-------------------|
| Name of proposed Retail-90 Network | <i>10 words.</i> |
| Approximate # of pharmacies are in your proposed Retail-90 Network | <i>Decimal.</i> |
| Describe the makeup of your proposed Retail-90 Network | <i>100 words.</i> |
| What retail pharmacy anchors your proposed Retail-90 Network? | <i>100 words.</i> |
| What days' supply does your proposed Retail-90 Network pricing apply to (e.g., 84+ day supply)? | <i>100 words.</i> |

2.4.1.6 Retail-90 Network - (non-mail pricing) Non-Specialty AWP Discounts

| | Discount | Response |
|-----------------------------|-----------------|-----------------|
| Non-MAC AWP Discount | | |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---------------------------------------|-----------------|---|
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Brand AWP Discount Guarantee | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Generic AWP Discount Guarantee | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |

2.4.1.7 Retail-90 Network - (non-mail pricing) Specialty AWP Discounts

| | Discount | Response |
|---|-----------------|--|
| Aggregate Specialty AWP Discount Guarantee (including Biosimilars) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---|-----------------|---|
| | | 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Brand Drug AWP Discount Guarantee | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic Drug AWP Discount Guarantee | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Biosimilars are included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |

2.4.1.8 Retail-90 Network - (non-mail pricing) Dispensing Fees per Rx

| | Fee | Response |
|------------------------------|-----|----------|
| Brand (non-specialty) | | |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | |
|---|--|
| Year 1 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic (non-specialty) | |
| Year 1 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Specialty drugs, including Biosimilars | |
| Year 1 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars. Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |

2.4.1.9 Mail Order

| | Response |
|--------------------------------------|--|
| Package Size basis for AWP Discounts | <i>Single, Pull-down list.</i> 1: Unsure, don't know, 2: AWP for actual package size used, 3: AWP for package of 100units/pints |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | |
|---|-------------------|
| Is MAC pricing used at mail order? | <i>Yes/No.</i> |
| Minimum Days' Supply for Mail pricing terms, if any | <i>100 words.</i> |

2.4.1.10 Mail Order AWP Discounts

| | Discount | Response |
|---|-----------------|---|
| Non MAC AWP Discount | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Brand AWP Discount Guarantee (Single Source Brand and Multi-Source Brand) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Generic AWP Discount Guarantee (Single Source Generics and Multisource Generics; MAC and Non-MAC) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not Applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | |
|--|-------------------------------------|
| | 2: Guaranteed, 3: Not Applicable |
|--|-------------------------------------|

2.4.1.11 Mail Order Dispensing Fees Per Rx

| | Fee | Response |
|----------------|-----------------|---|
| Brand | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |

2.4.1.12 Open Specialty Pharmacy (i.e., via mail) AWP Discounts and Dispensing Fees

| | Fees and Discounts | Response |
|--|--------------------|---|
| Aggregate Specialty Pharmacy AWP Discount Guarantee (including Biosimilars) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---|-----------------|---|
| | | 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Brand AWP Discount Guarantee (Single Source Brand and Multi-Source Brand) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic AWP Discount Guarantee (Single Source Generics and Multisource Generics; MAC and Non-MAC) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Biosimilars are included in which of the above discount guarantees? | | |
| | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|-----------------|---|
| | | 3: Aggregate, 4: N/A |
| Current Limited Distribution Drugs (LDD) on the market as of 7/1/2021 will be included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |
| New to Market Limited Distribution Drugs (LDD) (that come to market after 7/1/2021) will be included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |
| Dispensing Fee per Rx | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |

2.4.1.13 Exclusive Specialty Pharmacy (i.e., via mail) AWP Discounts and Dispensing Fees.

| | Fees and Discounts | Response |
|--|---------------------------|---|
| Aggregate Specialty Pharmacy AWP Discount Guarantee (including Biosimilars) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|---|-----------------|---|
| | | 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Brand AWP Discount Guarantee (Single Source Brand and Multi-Source Brand) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Generic AWP Discount Guarantee (Single Source Generics and Multisource Generics; MAC and Non-MAC) | | |
| Year 1 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Percent.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Biosimilars are included in which of the above discount guarantees? | | |
| | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|-----------------|---|
| | | 3: Aggregate, 4: N/A |
| Current Limited Distribution Drugs (LDD) on the market as of 7/1/2021 will be included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |
| New to Market Limited Distribution Drugs (LDD) (that come to market after 7/1/2021) will be included in which of the above discount guarantees? | | <i>Single, Pull-down list.</i> 1: Brand, 2: Generic, 3: Aggregate, 4: N/A |
| Dispensing Fee per Rx | | |
| Year 1 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 2 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |
| Year 3 | <i>Dollars.</i> | <i>Single, Pull-down list.</i> 1: Estimate, 2: Guaranteed, 3: Not applicable |

2.4.1.14 Specialty Drug Price Lists

Provide a copy of your proposed specialty drug price lists applicable to specialty drugs: (a) dispensed at retail network pharmacies under an Open specialty benefit, (b) dispensed by your Specialty Pharmacies under an Open specialty benefit, and (c) dispensed by your Specialty Pharmacies under an Exclusive specialty benefit. These lists must be provided in Excel and must outline all specialty drug names with corresponding NDC-11 codes, AWP discounts and dispensing fees, and must identify exclusive and limited distribution drugs that are excluded from your proposed aggregate specialty pharmacy discount guarantees and/or excluded from your proposed per Brand Rx rebate guarantees. Lastly, please also identify MAC'd products, including the corresponding estimated AWP discount.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

2.4.1.15 Base Administrative Fee

| | | | |
|--|---------------|---------------|---------------|
| | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|--|--|--|--|
| Base Administrative Fee – <i>Dollar Amount</i> | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Base Administrative Fee – <i>Basis</i> | <i>Single, Pull-down list.</i> 1: Per paid claim, 2: Per paid, denied, and reversed claims, 3: Per employee per month, 4: Per member per month | <i>Single, Pull-down list.</i> 1: Per paid claim, 2: Per paid, denied, and reversed claims, 3: Per employee per month, 4: Per member per month | <i>Single, Pull-down list.</i> 1: Per paid claim, 2: Per paid, denied, and reversed claims, 3: Per employee per month, 4: Per member per month |

2.4.1.16 Additional Administrative Fees

| | Year 1 | Year 2 | Year 3 |
|---|----------------------|----------------------|----------------------|
| Electronic Claims Processing - Retail | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Electronic Claims Processing - Mail Order and Specialty Pharmacy | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| e-Prescribing | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Hard copy eligibility submission | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Direct reimbursement/out-of-network claims adjudication (including check and EOB to Eligible Person) | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Single sign-on from City of Providence's member portal (distinguish initial setup fees vs ongoing fees after initial setup) | 100 <i>words.</i> | 100 <i>words.</i> | 100 <i>words.</i> |
| Refill reminders | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Bridge supply | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Ad hoc/custom reporting | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Online reporting tool | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Additional licenses for online reporting tool | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |
| Data extracts to third-party vendors | 100 <i>words.</i> | 100 <i>words.</i> | 100 <i>words.</i> |
| Data to Livongo in Livongo's standard data layout | 100 <i>words.</i> | 100 <i>words.</i> | 100 <i>words.</i> |
| Standard COB administration | 50 <i>words.</i> | 50 <i>words.</i> | 50 <i>words.</i> |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|--|---------------|---------------|---------------|
| Secondary COB administration - Eligible Person submitted paper claim | 50 words. | 50 words. | 50 words. |
| Secondary COB administration - Retail pharmacy submitted electronic claim | 50 words. | 50 words. | 50 words. |
| Medicare COB administration | 50 words. | 50 words. | 50 words. |
| Adjudication of government subrogation claims (unless responsibility is otherwise assigned by City of Providence) | 50 words. | 50 words. | 50 words. |
| On-line claims history retention (for use in claims processing) in excess of twelve (12) months | 50 words. | 50 words. | 50 words. |
| Reviews and Appeals Management – Plan Design: | 50 words. | 50 words. | 50 words. |
| Bidder handles all initial determinations and first-level and, if requested by City of Providence, second-level and urgent appeals | 50 words. | 50 words. | 50 words. |
| Initial Determination, First Level, Second Level and Urgent Appeals | 50 words. | 50 words. | 50 words. |
| Coverage Authorization - Second Level and Urgent Appeals | 50 words. | 50 words. | 50 words. |
| Non-standard City of Providence-specific requirements, processing or communications | 50 words. | 50 words. | 50 words. |
| ID cards in excess of 2 per family | 50 words. | 50 words. | 50 words. |
| Replacement ID cards | 50 words. | 50 words. | 50 words. |
| Custom communication materials | 50 words. | 50 words. | 50 words. |
| Explanation of benefits (EOB) statements | 50 words. | 50 words. | 50 words. |
| Member communications regarding retail refill limits | 50 words. | 50 words. | 50 words. |
| HIPAA Member-Direct Communications: Eligible Persons contacting Bidder directly to exercise privacy rights | 50 words. | 50 words. | 50 words. |
| Mailings direct to Eligible Persons, physicians, or City of Providence location | 50 words. | 50 words. | 50 words. |
| CDHP plan integration | 100 words. | 100 words. | 100 words. |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|---|---------------|---------------|---------------|
| Data integration of combined medical and Rx plan deductible and/or OOP max for Non-CDH plans | 100 words. | 100 words. | 100 words. |
| Medicare Retiree Dug Subsidy (RDS) administration and reporting base fee: | PMPM | PMPM | PMPM |
| - Medicare RDS application assistance | 50 words. | 50 words. | 50 words. |
| - Medicare eligibility maintenance | 50 words. | 50 words. | 50 words. |
| - Separate data tracking and drug cost reporting | 50 words. | 50 words. | 50 words. |
| - Financial and plan design modeling relative to Medicare Part D standard plan to determine actuarial equivalence | 50 words. | 50 words. | 50 words. |
| - Submission and reconciliation of retiree drug costs, including quarterly or annual rebate adjustments | 50 words. | 50 words. | 50 words. |
| - Analytic support for valuing subsidy payments versus alternative coverage options | 50 words. | 50 words. | 50 words. |
| - Standard quarterly reporting to City of Providence | 50 words. | 50 words. | 50 words. |
| - Custom or Ad Hoc Reporting | 50 words. | 50 words. | 50 words. |
| - Quarterly updates on Medicare program changes, legislative issues, employer responses and recommendations | 50 words. | 50 words. | 50 words. |
| - Prior authorization reviews (Part D drug coverage determination) | 50 words. | 50 words. | 50 words. |
| - Prior authorization reviews (Part B versus Part D covered drugs) | 50 words. | 50 words. | 50 words. |
| - Retention of claim records and supporting documentation for a minimum of six years | 50 words. | 50 words. | 50 words. |
| - Upload of monthly eligibility data and reconciliation of weekly/monthly response files from CMS | 50 words. | 50 words. | 50 words. |
| - Annual Letters of Creditable Coverage | 50 words. | 50 words. | 50 words. |
| - Other (please specify) | 50 words. | 50 words. | 50 words. |
| All Other Fees (please specify) | 500 words. | 500 words. | 500 words. |

2.4.1.17 Rebates

| | | | |
|--|---------------|---------------|---------------|
| | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|---|-----------------|-----------------|-----------------|
| Formulary with NO drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>OPEN (Two-tier plan design or three tier with <\$15 differential between tiers 2 and 3)</i> | | | |
| City of Providence's Share of Total Rebates: Retail Non-specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Retail Specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Mail Order | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Specialty Pharmacy | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Mail Order | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 30 day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 90 day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Formulary with NO drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>Incentive (Three tier with at least a \$15 differential between tiers 2 and 3)</i> | | | |
| City of Providence's Share of Total Rebates: Retail, Non-specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Retail, Specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Mail Order | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Specialty Pharmacy | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| Per Brand Rx Rebate Guarantees: Retail 30 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail 30 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Mail Order | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 30-day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 90-day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Formulary WITH drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>OPEN (Two-tier plan design or three tier with <\$15 differential between tiers 2 and 3)</i> | | | |
| City of Providence's Share of Total Rebates: Retail, Non-specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Retail, Specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Mail Order | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|--|-----------------|-----------------|-----------------|
| City of Providence's Share of Total Rebates: Specialty Pharmacy | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Mail Order | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 30-day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 90-day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Formulary WITH drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>Incentive (Three tier with at least a \$15 differential between tiers 2 and 3)</i> | | | |
| City of Providence's Share of Total Rebates: Retail, Non-specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Retail, Specialty drugs | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Mail Order | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| City of Providence's Share of Total Rebates: Specialty Pharmacy | <i>Percent.</i> | <i>Percent.</i> | <i>Percent.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-30 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Non-specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Retail-90 Network, Specialty drugs | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Mail Order | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 30-day> | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |
| Per Brand Rx Rebate Guarantees: Specialty Pharmacy, 90-day | <i>Dollars.</i> | <i>Dollars.</i> | <i>Dollars.</i> |

2.4.1.18 What is the name of your proposed formulary with NO drug exclusions?

100 words.

2.4.1.19 What is the name of your proposed formulary WITH drug exclusions?

100 words.

2.4.1.20 Which of City of Providence's plan designs qualify for the above Open rebate guarantees?

500 words.

2.4.1.21 Which of City of Providence's plan designs qualify for the above Incentive rebate guarantees?

500 words.

2.4.1.22 Clearly outline any/all terms upon which your above rebate guarantees are contingent.

500 words.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.4.1.23 What drug classes (currently being covered) will have an impact to your rebate offer if they are excluded from coverage? Specifically comment on ED Drugs and PPI's.

500 words.

2.4.1.24 Clarify what, if any, adjustment will be made to the above rebate guarantees if City of Providence participates in the Livongo program(s).

100 words.

2.4.1.25 Confirm that the above Per Brand Rx Rebate Guarantees apply to claims where the member paid the full cost of the drug and the plan paid \$0.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.26 Confirm that the above Per Brand Rx Rebate Guarantees apply to all MAC'd multi-source brand drugs; and that DAW 1&2 claims that processed with a mandatory generic penalty will not be excluded from the calculation of the above per brand Rx rebate guarantees.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.27 Confirm that the above Per Brand Rx rebate guarantees apply to house generics (brand product dispensed in lieu of the generic).

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.28 Confirm the above Per Brand Rx Rebate Guarantees apply to OTC prescriptions.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.29 Confirm the above Per Brand Rx Rebate Guarantees apply to biosimilar products.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.30 Confirm the above Per Brand Rx Rebate Guarantees apply to all existing exclusive and limited distribution drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.31 Confirm the above Per Brand Rx Rebate Guarantees apply to all new to market exclusive and limited distribution drugs.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.32 Confirm the above Per Brand Rx Rebate Guarantees apply to approximately what percent of all Brand (SSB+MSB) scripts.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [100 words]

2.4.1.33 Guaranteed Inflation Protection Program Payments (in addition to the above Rebates)

| | Year 1 | Year 2 | Year 3 |
|---|-------------------|-------------------|-------------------|
| Formulary with NO drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>OPEN (Two-tier plan design or three tier with <\$15 differential between tiers 2 and 3)</i> | | | |
| Retail-30 Network, Non-specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-30 Network, Specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-90 Network, Non-specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-90 Network, Specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Mail Order | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Specialty Pharmacy, 30-day | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Specialty Pharmacy, 90-day | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Formulary with NO drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>Incentive (Three tier with at least a \$15 differential between tiers 2 and 3)</i> | | | |
| Retail-30 Network, Non-specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-30 Network, Specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-90 Network, Non-specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Retail-90 Network, Specialty drugs | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Mail Order | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Specialty Pharmacy, 30-day | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | |
|--|------------|------------|------------|
| Specialty Pharmacy, 90-day | 100 words. | 100 words. | 100 words. |
| Formulary WITH drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>OPEN (Two-tier plan design or three tier with <\$15 differential between tiers 2 and 3)</i> | | | |
| Retail-30 Network, Non-specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-30 Network, Specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-90 Network, Non-specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-90 Network, Specialty drugs | 100 words. | 100 words. | 100 words. |
| Mail Order | 100 words. | 100 words. | 100 words. |
| Specialty Pharmacy, 30-day | 100 words. | 100 words. | 100 words. |
| Specialty Pharmacy, 90-day | 100 words. | 100 words. | 100 words. |
| Formulary WITH drug exclusions (assuming NO requirement to participate in any additional step therapy programs) | | | |
| <i>Incentive (Three tier with at least a \$15 differential between tiers 2 and 3)</i> | | | |
| Retail-30 Network, Non-specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-30 Network, Specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-90 Network, Non-specialty drugs | 100 words. | 100 words. | 100 words. |
| Retail-90 Network, Specialty drugs | 100 words. | 100 words. | 100 words. |
| Mail Order | 100 words. | 100 words. | 100 words. |
| Specialty Pharmacy, 30-day | 100 words. | 100 words. | 100 words. |
| Specialty Pharmacy, 90-day | 100 words. | 100 words. | 100 words. |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.4.1.34 If the basis for the above Inflation Protection Payments is “per formulary brand Rx”, the quoted amounts apply to approximately what % of all brand claims.

500 words.

2.4.1.35 Describe any other inflation rate guarantees or caps, addressing brand drug AWP inflation.

500 words.

2.4.1.36 Generic Dispensing Rate (GDR) Guarantees

| Generic Dispensing Rate (GDR) Guarantees | Year 1 | Year 2 | Year 3 |
|--|----------|----------|----------|
| GDR- Retail | Percent. | Percent. | Percent. |
| GDR- Mail Order | Percent. | Percent. | Percent. |

2.4.1.37 Specify how the GDR guarantee will be measured, including the applicable formula, and whether the proposed GDR guarantees include or exclude specialty drugs.

200 words.

2.4.1.38 Specify the penalty that will be paid if the guarantee is not met and when it will be paid (indicate any aggregate maximums).

200 words.

2.4.1.39 Provide a sample report that will be provided to validate the above GDR guarantees.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

2.4.1.40 Trend Management Guarantees

| | Year 1 | Year 2 | Year 3 |
|---|------------|------------|------------|
| Proposed Trend Guarantee as defined in Pricing Requirements | 500 words. | 500 words. | 500 words. |

2.4.1.41 Indicate any/all additional assumptions and caveats that apply to Bidder's pricing proposal.

500 words.

2.5 Credits and Allowances

2.5.1 Please complete the following chart with any other proposed credits or allowances.

| | Proposed credit/allowance (\$) - Year 1 | Proposed credit/allowance (\$) - Year 2 | Proposed credit/allowance (\$) - Year 3 | Proposed credit/allowance (\$) – 3 Year Total |
|---|---|---|---|---|
| Implementation allowance/credit - to defray certain transition costs associated with moving Client’s business to Bidder. Examples of transition and implementation expenses include: pre/post implementation audits, customized I.D. | 100 words. | N/A | N/A | N/A |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|---|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| cards, postage expense for direct mail of I.D. cards and other communication materials to Covered Members, and any special programming required by Bidder and/or Client's prior pharmacy benefit manager to provide data to Bidder. | | | | |
| Administrative/general credit to be used by to offset costs related to managing the prescription drug plan. These include, but are not limited to: <ul style="list-style-type: none"> · clinical programs · data transfer fees · data warehouse fees · customized ID cards · postage expense for direct mail of ID cards and other communication materials to covered members · web related customization/changes · special programming required by Client to provide data to Vendor · pharmacy benefit consulting fees · PBM Admin Fees · annual Rx audits · implementation charges for third party support | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> | <i>100 words.</i> |
| Additional notes or comments | <i>500 words.</i> Nothing required | <i>500 words.</i> Nothing required | <i>500 words.</i> Nothing required | <i>500 words.</i> Nothing required |

2.5.2 Confirm that City of Providence may use the above Implementation Credit/Allowance to offset Rx consulting fees associated with this Rx RFP, including fees incurred prior to the July 1, 2021 implementation date.

200 words.

2.5.3 Confirm that City of Providence may use the above Administrative Credit to offset ongoing annual Rx consulting fees throughout the contract term.

100 words.

2.6 Operational Performance Guarantees

2.6.1 General

| | Response | Comments |
|---|--|--------------------------------------|
| Bidder agrees that all performance guarantees, except System Availability and Network Audits, shall be measured and reported based on City of Providence's specific data, not book-of-business. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>20 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | |
|--|--|-------------------------------|
| Bidder agrees that all reporting provided to City of Providence will include City of Providence’s aggregated plan experience unless City of Providence requests reporting to be segregated by business unit or plan. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| Bidder will be required to allow City of Providence the flexibility to allocate the total amount at risk among the various performance categories, with no more than 20% of the total amount allocated to any one guarantee. City of Providence is not obligated to allocate an amount at risk for each and every performance metric; some may have \$0 at risk. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| Bidder will be required to allow City of Providence the flexibility to re-allocate the total amount at risk among the various performance categories outlined in this RFP at least 30 days before the start of each contract year. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| Bidder agrees that member satisfaction, account satisfaction, and network access shall be measured and reported to City of Providence within 45 days of each calendar year. All other service performance guarantees shall be measured and reported directly to Company within 45 days from the close of each quarter. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| Bidder’s response will disclose any/all proposed nuances to the proposed performance guarantees and Bidder will pay/credit the specified penalty amount to City of Providence if the stated performance guarantee is not met. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| Unless otherwise instructed by City of Providence, Bidder agrees that all performance guarantees will be settled annually. Any penalties due to City of Providence will be paid/credited within 60 days from the end of the contract year; City of Providence will not be required to request payment. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |
| When performance issues are identified, Bidder will agree to provide a corrective action plan within 72 hours of identification of the issue. Once agreed to by City of Providence, the actions and timelines will be adhered to. | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |

2.6.2 Implementation Guarantee

| Service Area | Definition | Standard | Response | Comments |
|--|--|-------------------------------|--|-------------------------------|
| Implementation – timeliness and accuracy | Bidder guarantees adherence to the mutually agreed-upon implementation work plan for the initial implementation of the prescription drug program. By no later than January 1, 2020, Bidder will collaborate with City of Providence to identify and agree upon, in writing, implementation tasks, deliverables, and dates necessary to satisfactorily install all members as of 7/1/2021. City of Providence may assess a penalty for any of the four most important implementation tasks (as agreed to by City of Providence and Bidder, in writing, prior to the implementation date) which are not completed accurately by the agreed upon scheduled completion dates, provided City of Providence and any applicable third party fully comply with all related | On time delivery and accuracy | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | 20 words. Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|--|---|------------------------------------|--|--------------------------------------|
| | implementation requirements and scheduled completion dates. | | | |
| Implementation – City of Providence satisfaction | Bidder will guarantee overall satisfaction ratings of at least 4.0 on a 5-point scale (5 is best rating). For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale: Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, or Very Dissatisfied. Bidder shall conduct a City of Providence satisfaction survey within sixty (60) days after implementation, and shall be responsible for data collection, analysis and all costs associated with conducting the surveys. | >= 4.0 on designated 5 point scale | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>20 words.</i> Nothing required |

2.6.3 Ongoing Performance Guarantees

| Service Area | Definition | Standard | Response | Comments |
|-------------------------------------|---|-----------------------------|--|--------------------------------------|
| Eligibility Processing - Timeliness | Percent of usable, error-free program eligibility transactions received and loaded by the Bidder without error. Calculated as the number of eligibility files audited and found to be processed and loaded without error within one (1) business day of receipt, divided by the total number of eligibility files received. | 100% within 1 business day | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Eligibility - Accuracy | Electronic eligibility records will be loaded with 100% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format and Bidder incorrectly loaded the eligibility. | Loaded with 100% accuracy | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Eligibility error report | As long as City of Providence's eligibility provider continues to accept electronic error reports, Bidder shall produce and transmit an error report on maintenance eligibility file updates to City of Providence's designated eligibility provider within two (2) business days of the Bidder receiving a clean and complete eligibility file. | 100% within 2 business days | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| System Availability | The percent of time the claims processing system will be available to retail pharmacies as measured by the number of hours the system is available, divided by the total number of hours within the reporting period excluding regularly scheduled maintenance or telecommunication failure outside of Bidder's control. Measured on Bidder's book-of-business. | >= 99.5% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|--|---|--|--|---------------------------------------|
| Network pharmacy access | As measured by the number of City of Providence's members with access to a retail network pharmacy within one (1) mile urban, three (3) miles suburban or ten (10) miles rural of their home zip code (where a pharmacy exists within the specified standard), divided by the total number of City of Providence members. | ≥ 98.5% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>100 words.</i> Nothing required |
| ID cards and welcome booklets | The amount of time that elapses between when a processable eligibility file or transmission identifying the applicable member is received by the PBM vendor to when ID cards and welcome booklets are mailed to the member. | Average within three (3) business days; and 100% within five (5) business days | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Call center average speed of answer (ASA) | Bidder will provide a dedicated toll-free member service telephone line for use by City of Providence eligible members. Percent of all calls answered within an average of 30 seconds. Calculated as the amount of time that elapses once a call is placed into the customer service queue to the time the call is answered by a live customer service representative (CSR). Measurement excludes calls routed to interactive voice response (IVR) system. Excludes calls to the toll-free telephone line separately established for Specialty Drugs. | 100% within an average of 30 seconds | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Pharmacist/clinical support ASA | Measured as the time elapsed once a member requests to speak to a pharmacist from a CSR or selects this option from the IVR menu to the time the call is answered by a pharmacist. | < 45 seconds | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Specialty care call center average speed of answer (ASA) | Percent of all calls answered within an average of 30 seconds. Calculated as the amount of time that elapses once a call is placed into the customer service queue to the time the call is answered by a CSR. Measurement excludes calls routed through an interactive voice response (IVR) system. Excludes calls to the general toll-free telephone line separately established for non-Specialty Drugs. | 100% within an average of 30 seconds | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Call center abandonment rate | Percentage of calls that are not answered by PBM (caller hangs up before call is answered). Calculated as the number of incoming telephone calls to the member service telephone line that are not answered divided by the number of calls received. Measurement excludes calls routed to IVR and | ≤ 2.0% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|---|--|---|--|--------------------------------------|
| | includes calls abandoned within the first 20 seconds. Excludes calls to the toll-free telephone line separately established for Specialty Drugs. | | | |
| First call resolution | Percent of City of Providence member calls resolved during the first point of contact. First call resolution means the call is resolved and the member does not call back regarding the same inquiry. Calculated as the percent of calls resolved during the first call divided by the total number of calls answered by a CSR. Excludes calls to the toll-free telephone line separately established for Specialty Drugs. | ≥ 95.0% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Responsiveness to written inquiries from members | Bidder will respond to at least 99% of City of Providence's member written inquiries (including email) which require a response within five (5) business days of receipt and 100% within ten (10) business days of receipt. Response time for all member-written inquiries will be based on the number of business days subtracting the date received from the date answered. | ≥ 99.0% within 5 business days and 100% within 10 business days | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Member satisfaction survey for members utilizing the pharmacy benefit | Based on the results of the Bidder's annual survey to City of Providence's plan members utilizing the pharmacy benefit with a statistically valid number of respondents from the whole firm population (e.g., minimum 200 respondents). Measured as the number of respondents "satisfied" to "highly satisfied" with the services provided under the retail and mail order programs divided by total number of survey responses. | ≥ 90.0% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Specialty medication member satisfaction survey | Based on the results of the Bidder's annual survey to City of Providence's plan members utilizing specialty drugs with a statistically valid number of respondents from the whole firm population using specialty drugs. Measured as the number of respondents "satisfied" to "highly satisfied" with the services provided by Bidder divided by the total number of survey responses. | ≥ 90.0% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Claims processing accuracy | Percent of claims processed and paid accurately based on the applicable coverage, pricing and plan design. Calculated as: (1) the number of retail claims, mail claims, specialty drug claims and directly submitted paper claims adjudicated by Bidder that do not contain a material adjudication error (i.e., any inaccuracy relating to the processing of the claim that | > 99.98% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|---|---|---|--|-------------------------------|
| | results in an incorrect charge to City of Providence or its members), divided by (2) the total number of all such claims adjudicated. | | | |
| Mail order/specialty pharmacy dispensing accuracy | Percent of all mail order and specialty pharmacy claims dispensed accurately with no errors according to the prescription written (correct drug, correct strength, correct dosage form, correct Covered Member and correct directions) and City of Providence's plan design. Calculated as the total number of prescriptions dispensed, less the total number of prescriptions dispensed with the incorrect drug, strength, form, patient name, directions, address (resulting in the medication being delivered incorrectly) or packaging non-conformances, divided by the total number of prescriptions dispensed. | ≥ 99.996% | Single, Pull-down list. 1: Agree, 2: Disagree | 50 words. Nothing required |
| Retail paper claims processing time | Bidder will respond to (process a check or reject notice) at least 97% of City of Providence's member submitted claims within five (5) business days of receipt and 100% within ten (10) business days of receipt. | ≥ 97.0% within 5 business days; and 100% within 10 business days | Single, Pull-down list. 1: Agree, 2: Disagree | 50 words. Nothing required |
| Mail order turnaround time (clean Rx) | Measured in business days from the date the prescription is received by Bidder (either via paper, phone, fax or Internet) to the date it is shipped. Calculated as the number of "clean" mail order pharmacy prescription claims processed within two (2) business days divided by the total number of mail order claims processed. | 100% within 2 business days | Single, Pull-down list. 1: Agree, 2: Disagree | 50 words. Nothing required |
| Mail order turnaround time (non-clean Rx) | Measured in business days from the date the prescription is received by the Bidder (either via paper, phone, fax or Internet) to the date it is shipped. Calculated as the number of mail order pharmacy prescription claims requiring intervention processed within four (4) business days divided by the total number of mail order claims processed. | 100% within 4 business days | Single, Pull-down list. 1: Agree, 2: Disagree | 50 words. Nothing required |
| Account management meetings | Bidder agrees to meet with City of Providence on a regular basis as follows: (a) Bidder will meet in person or by conference call with City of Providence on a monthly basis as agreed upon to review ongoing account and service issues, (b) Bidder will meet with City of Providence on a quarterly basis to review program performance including financial, clinical and plan design and (c) Bidder will meet with City of | | Single, Pull-down list. 1: Agree, 2: Disagree | 50 words. Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|--|---|---------------------------|--|--------------------------------------|
| | Providence on an annual basis within 120 days after the end of each calendar year for an overall program review including vendor's book of business comparisons, prescription drug program trends, vendor initiatives and recommendations for the City of Providence program. | | | |
| Account management staffing changes | Bidder agrees that City of Providence will be consulted on account management staffing changes (national account executive, account manager, account coordinator, clinical account executive and financial analyst) and have the opportunity to interview potential replacements with final right of approval. | | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Account management reporting timeliness | Bidder will prepare and provide City of Providence its standard management/utilization reports (including reviews and appeals management reports) and other standard reports to be mutually agreed upon. Penalty for late delivery of any and all reports, including the report card, any pricing guarantee reports, rebate payments, clinical programs reports, etc. Specified reports (as mutually agreed upon in advance). Online reporting data will be available within ten (10) days after each month end. Billing data will available within ten (10) days after the billing cycle. | Reports delivered on time | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Account management scorecard for pharmacy designated account representatives | Designated members of City of Providence's benefits staff will complete an annual report card to evaluate overall satisfaction with account management. Bidder will guarantee overall satisfaction ratings of at least 4.0 on a 5-point scale (5 is best rating). For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale: Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, or Very Dissatisfied. Bidder will be responsible for data collection, analysis and all costs associated with the surveys. | >= Meets Expectation | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Account Management Responsiveness | Bidder guarantees that 100% of City of Providence calls to the account service team will be responded to within twenty four (24) hours of receipt and 100% of written inquiries responded to within twenty four (24) hours of receipt. | 100% within 24 hours | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

| | | | | |
|------------------------------|--|--|--|--------------------------------------|
| Rebate Payment Timeliness | Bidder will pay/credit applicable per brand Rx rebates to City of Providence within ninety (90) days of the close of each calendar quarter. | Payment and reporting within 90 days of each quarter | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Report Accuracy | Penalty for inaccurate reporting of any and all reports, including the report card, any pricing guarantee reports, quarterly rebate payment reports, annual rebate reconciliation reports, any clinical programs reports, etc. | Reports provided with 100% accuracy | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Plan administration accuracy | With written City of Providence sign-off of the accuracy of City of Providence's plan designs and/or requested changes and testing, Bidder guarantees that City of Providence's plan designs, programs and eligibility will be implemented with 100% accuracy. City of Providence will be responsible for reporting any failure to meet the above stated guarantee to Bidder on an annual basis. City of Providence | 100% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Corrective Action Plan | For any missed performance guarantee Bidder shall define the source problem and create a written Corrective Action Plan which shall be submitted to City of Providence within a mutually agreed upon timeframe. Once agreed to by City of Providence, the actions and timelines will be adhered to. | | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Accumulator NRT Timeliness | At least 99.0% of the time the NRT (near real time) accumulator system will accept a valid and mutually agreed upon incoming NRT transaction message and persist it for delivery to the underlying adjudication system within 5 minutes. Data accuracy is dependent on plan set-up, eligibility feeds and NRT accumulator configuration data. Standard maintenance windows are excluded from the calculation. Measured quarterly, reconciled annually based on the City of Providence specific data. | >= 99.0% within 5 minutes | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Accumulator NRT set up | At least 99.0% of the time the NRT (near real time) accumulator routing configuration module will be available and configured correctly by 12:00PM ET on a date mutually agreed upon (scheduled frequency). Standard maintenance windows are excluded from the calculation. Measured quarterly, reconciled annually based on the City of Providence specific data. | >= 99.0% | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

2.6.4 Aggregate Amounts At-risk

| | Amount | Response | Comments |
|--|-----------------|--|--------------------------------------|
| Bidder agrees to the following amount at risk for the implementation guarantee. | <i>Decimal.</i> | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |
| Bidder agrees to the following annual amount at risk for the ongoing performance guarantees. | <i>Decimal.</i> | <i>Single, Pull-down list.</i> 1: Agree, 2: Disagree | <i>50 words.</i> Nothing required |

3 Response Documents

3.1 Complete the attached “RFP Response Documents.xls” and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

4 Reference Documents

4.1 All reference documentation is located on the Manage Documents page. A link has been provided in the left-hand side menu.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.