Missouri Consolidated Health Care Plan
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Judith Muck, *Executive Director*

April 1, 2022

TO: **Invited Vendors**

FROM: **Judith Muck, Executive Director**

RE: **Member Pharmacy Cost Transparency Services Request for Proposal (RFP)**

MCHCP will be working with DirectPath, an online RFP system, in the marketing of the 2023 Member Pharmacy Cost Transparency Services RFP. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering approximately 86,000 members (lives). Non-Medicare members account for approximately 70,000 lives.

Bids are requested from qualified organizations to provide Member Pharmacy Cost Transparency Services that include an online tool and other innovative options to engage and provide members clinically sound methods to lower their pharmacy costs and provide an appropriate financial reward in a manner that takes into account plan design and formulary.

Intent to Bid

Once the RFP is released on April 18, 2022, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the DirectPath system). The Intent to Bid is due at 5 p.m. CT (6 p.m. ET), Friday, April 22, 2022.

Use of DirectPath

During this RFP process you will find DirectPath's internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straightforward and user-friendly. DirectPath will be contacting you within the next two to three days to establish a contact person from your organization and to set up a training session, if necessary. To assist you in preparing for the online proposal process, we have outlined below some important information about this event.

General Instructions

Your proposal will be submitted over the Internet, through an anonymous online bidding process. DirectPath will assign a unique username, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with MCHCP through the application's messaging component, and respond to our online

questionnaires. In addition, DirectPath will provide a user guide with instructions for setting up your account.

You may wish to have other people in your organization access this online event to assist in the completion of the RFP. Each member of your response team must secure a unique username and password from DirectPath by way of a provider contact spreadsheet, e-mailed directly to you by DirectPath. There is no cost to use the DirectPath system.

System Training

DirectPath offers all participants of a DirectPath-hosted event access to their downloadable *User Guides* and *Pre-Recorded Training Sessions*. These guides are located on the homepage of the *vendor-user* view and provide an overview of the application's functionality. We recommend that you and your response team take advantage of this unique opportunity to realize the full benefit of the application. In addition to this self-help option, DirectPath's experienced support personnel will offer an application overview via a web-cast session.

DirectPath support is also available Monday through Friday from 8:30 a.m. to 5:00 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for DirectPath is 800-979-9351. Support can also be reached by e-mail at support@directpathhealth.com.

Key Event Information

The RFP timeline is provided below.

Online RFP Released	Monday, April 18, 2022 8:00 a.m. CT (9:00 a.m. ET)
Intent to Bid Document Due – uploaded as a response document within online event	Friday, April 22, 2022 5:00 p.m. CT (6:00 p.m. ET)
Bidder Question Submission Deadline – via DirectPath's messaging system	Friday, April 22, 2022 5:00 p.m. CT (6:00 p.m.ET)
MCHCP Response to Submitted Questions – via DirectPath's messaging system	Wednesday, April 27, 2022 5:00 p.m. CT (6:00 p.m. ET)
All Proposals Due	Friday, May 6, 2022 5:00 p.m. CT (6:00 p.m. ET)
Final Vendor Selection/Contract Award	Late June, 2022
Contract Effective Date	Upon signature

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaugher by phone at 573-526-4922 or by email at tammy.flaugher@mchcp.org.

We look forward to working with you throughout this process.

Member Pharmacy Cost Transparency Services Questionnaire

MCHCP requires that you provide concise responses to questions requiring explanation. Please note there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of the questionnaire.

Proprietary Statement

1.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all bid file material for review by appointment. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with this RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.

- ○ Confirmed
- ○ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name	
Name of parent organization (if applicable)	
Number of years providing Member Pharmacy Cost Transparency Services	
Corporate address	
Telephone	
Current ownership of the company, along with the name of any individual holding 10 percent or more of the stock or value of the organization, if applicable	

2.2 Provide a brief history of your company, including a summary of your status with respect to any past, current, or prospective mergers and acquisitions.

Response

2.3 Describe your strategy towards growth and any immediate plans for expansion nationally, regionally and in Missouri.

Nationally	
Regionally	
Missouri	

2.4 How many members does your organization service for Member Pharmacy Cost Transparency Services?

Number of current members	
Number of new members last year	
Number of new members year to date	

2.5 Identify your company's General Liability and Errors & Omissions insurer protecting your clients. Describe the type and limits of each coverage.

	Name of Insurance Carrier	Type of Coverage	Coverage Amount	Pertinent Exclusions
Insurer #1				
Insurer #2				

2.6 Confirm you have uploaded a document to the Reference Files from Vendor section describing the

insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q2.6 E&O Insurance".

◯ Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)

◯ Not confirmed (please explain)

2.7 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.7 Audited Financial Statements".

◯ Confirmed

◯ Not confirmed (please explain)

2.8 Provide a brief summary of financial data and ratings for your organization.

Current rating

Date of rating (MM/YYYY)

Financial data summary

A.M. Best

S&P Duff and Phelps

Moody's

2.9 Provide the following information regarding any SSAE 18 standards you maintain.

Has your organization conducted a SSAE 18 audit?

What is your current SSAE 18 status?

When was your organization's last SSAE audit conducted (MM/YYYY)?

What is the frequency of your SSAE 18 audits?

Are you willing to provide a copy if awarded the contract?

2.10 Describe your payment integrity functions to protect against payment errors and fraud.

Response

2.11 Describe your organization and experience providing the types of services described in Exhibit B - Scope or Work.

Response

2.12 Indicate the date your organization first provided the services requested in this RFP.

Date services first offered (MM/YYYY format)

2.13 Is there any significant litigation and/or government action pending against your company, or has there been any action taken or proposed against your company within the last five (5) years?

◯ Yes (describe the situation prompting the suit(s) and the outcome or current status)

◯ No

2.14 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

	Company name	Service to be provided	Number of years working with your organization
Subcontractor #1			
Subcontractor #2			

Subcontractor #3			
Subcontractor #4			
Subcontractor #5			

2.15 Identify whether your firm currently performs any work for, provides services to, or receives compensation from, any TPA or pharmacy benefit manager (PBM).

Response

2.16 For all entities listed in Q2.14 above, describe the measures your firm will take to safeguard the confidentiality of any information provided to or obtained from MCHCP pursuant to this engagement, as well as the measures your firm will take to assure that the information or services provided to MCHCP will not be compromised by or improperly affected by your firm's relationship with the other entity.

Response

2.17 Identify all owners and subsidiaries that own or exert control of more than five (5) percent of your organization. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.18 Provide the names or organizations of which you own or control more than five (5) percent. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.19 Confirm you have uploaded a document to the Reference Files from Vendor section confirming your organization's authority to do business in the State of Missouri. Name the document "Q2.19 State of Missouri Certificate of Authority".

- ◯ Confirmed
- ◯ Not Confirmed (please explain)

2.20 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing a response to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.20 Economic Impact".

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other), including Missouri employee statistics.

Account Management and Implementation

3.1 Complete the following table regarding the team that would be compiled for MCHCP.

	Name	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in current role	Number of current accounts in this same role	Maximum number of accounts
Strategic Account Executive							
Account Manager							
Clinical							

Resource							
Implementation Coordinator							
Claims Coordinator							
IT Resource							
Member Services							

3.2 Describe the consultative services your account team will provide to MCHCP.

Response

3.3 Confirm you have uploaded an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the file to the Reference Files from Vendor section, and name the document "Q3.3 Organizational Chart". Include all functions such as claims, member services, billing, location, etc.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

3.4 Confirm you have uploaded a detailed implementation plan that assumes a January 1, 2023 implementation date. Upload the file to the reference Files from Vendor section, and name the document "Q3.4 Implementation Plan."

- ◯ Confirmed
- ◯ Not confirmed (please explain)

3.5 What services and support are needed from MCHCP to ensure a smooth implementation?

Response

Member Pharmacy Cost Transparency Services

4.1 Describe your experience in identifying, engaging and assisting members with providing pharmacy cost savings options, including years of experience and number and size of governmental clients.

Description of experience

Years of experience

Number of governmental clients

4.2 How many employer groups does your organization service for Member Pharmacy Cost Transparency Services?

Number of groups with more than 60,000 employees

Number of groups with 45,001 to 60,000 employees

Number of groups with 30,001 to 45,000

Number of groups with 15,001 to 30,000

Number of groups with less than 15,000 employees

4.3 Describe how your services are compatible with a Medicare Part D Employer Group Waiver Plan (EGWP)?

- ◯ Yes (please describe)
- ◯ No (please explain)

4.4 Please describe your best practices approach for identifying, educating and incentivizing members to select lower cost options for prescription drugs.

Response

4.5 Describe how your organization will measure and define pharmacy cost and prices?

Response

4.6 What are the sources for your pharmacy cost and pricing data? If applicable, please specify what type(s) of claims data your organization can accept.

Response

4.7 What resources are used as the basis for clinical guidance for pharmaceuticals?

Response

4.8 Are you able to incorporate an individual's MCHCP plan design into your system?

- ○ Yes, at no additional cost (please describe)
- ○ Yes, at an additional cost (please describe and include cost in Supplemental Pricing)
- ○ No (please explain)

4.9 Describe how support is tailored and/or personalized to a participant's unique needs or characteristics?

Response

4.10 What tools are used to provide information to members?

Response

4.11 Describe any follow-up mechanisms in place to encourage participants take recommended actions?

Response

4.12 Describe how your organization defines participant "engagement," including how it is calculated and unit of measurement (e.g., calls, cases, etc.).

Response

4.13 What do you require from MCHCP's Pharmacy Benefit Manager to administer the program?

Response

4.14 Do you have experience working with organizations who utilize Express Scripts, Inc. (ESI) as their Pharmacy Benefit Manager?

Response

4.15 What data points will your organization require to perform the scope of work?

Response

4.16 How will you work with MCHCP Information Technology Services to receive MCHCP enrollee information?

Response

4.17 From your experience, has MCHCP identified all major service components for Member Pharmacy Cost Transparency Services? If not, please provide information on other necessary services.

Response

4.18 Describe common obstacles encountered during implementation of your business solution, if any.

Response

4.19 Identify your risks and mitigation strategies with the implementation of the services you are proposing.

Response

4.20 Please describe your organization's ability to assist employers in meeting compliance requirements under the Transparency in Coverage Rule, No Surprises Act, and Consolidated Appropriations Act?

Response

Member Services and Communication

5.1 Provide the following information about your Member Services Department.

Location(s)

Days and hours of operation including observed holidays

Number of member service representatives (MSRs) sassigned to MCHCP account

Number of other clients assigned staff are responsible for (average # per rep)

Experience level of staff (average # of yrs)

5.2 How can members access MSRs? What is your book of business percentage of members that utilize each method?

	Available (Y/N)	Percentage of members utilizing
Voice (phone)		
Secure email		
Browser-based chat service		
Smartphone-based text messaging		
Written correspondence		
Other (please describe)		

5.3 Describe the structure of the member services team. Note preference is given to those organizations offering a designated team with some dedicated MSRs.

Response

5.4 Describe the qualifications required of the member service team.

Response

5.5 What services are available to accommodate special populations, including non-English speaking and hearing and vision impaired? Please include the ability to translate member materials in either a non-English language or Braille if requested by a member.

Response

5.6 Are all calls documented and/or recorded?

	Yes (please describe, including length of time documentation/recording is retained)	No (please explain)
Documented	○	○
Recorded	○	○

5.7 How are overflow calls handled during busy call times (check all that apply)?

- ☐ Calls transferred to another call center
- ☐ Voice mail
- ☐ IVR
- ☐ Other (please explain)

5.8 Please describe your best practices for managing the tax implications of monetary incentive rewards to employees for selecting lower cost/higher quality providers, including how you track and issue necessary tax documents.

Response

5.9 How do you measure ROI? Please provide the methodology used and any measurable results from actual client experience that can be tied to your ROI calculation. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q5.9 Member Pharmacy Cost Transparency Services ROI".

Response

5.10 Provide the following statistics for the member services office to be used by MCHCP:

	Ratio of representatives to 1,000 members	Blockage rate	Abandonment rate	Average speed to answer (in seconds)	Average turnover rate	First call resolution rate
2021		%	%		%	%
2022 YTD		%	%		%	%

5.11 Confirm you have uploaded samples of any materials you use to communicate with members. Upload the samples to the Reference Files from Vendor section, and name the file "Q5.11 Member Communications".

- ○ Confirmed
- ○ Not confirmed (please explain)

5.12 Are member communications customizable?

- ○ Yes, at no additional cost (please describe)
- ○ Yes, at an additional cost (please describe and include cost in Supplemental Pricing)
- ○ No (please explain)

Technology and Security

6.1 What practices do you have in place to protect the confidentiality of individual information when electronically storing and/or transferring information?

Response

6.2 Describe the HIPAA-compliant security measures you have in place.

Response

6.3 Describe your process for addressing security breaches.

Response

6.4 Have you ever experienced a security breach involving PHI?

- ○ Yes (provide details on when the breach occurred, actions taken and corrections implemented)
- ○ No

6.5 Do you adhere to the latest approved accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C)?

Yes (please describe)

No (please explain)

6.6 Do you support modern browsers/browser versions that support HTML5 and advanced security?

- ○ Yes (please describe)

○ No (please explain)

6.7 Are mobile apps available for use by your membership?

○ Yes (please describe)

○ No (please explain)

6.8 Confirm your email service supports TLS (1.1 or higher) for secure email with MCHCP staff.

○ Confirmed (please describe, including which version)

○ Not confirmed (please explain)

6.9 Describe your organization's IT infrastructure and development platform.

Response

6.10 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q6.10 Reliability Metrics".

○ Confirmed

○ Not confirmed (please explain)

6.11 Does your web portal support single sign-on utilizing Security Assertion Markup Language (SAML)? If not, do you support single sign-on utilizing another standard? If so, please name the standard you support.

○ Support single sign-on using SAML

○ Support single sign-on using different standard (please list)

○ Do not support single sign-on (please explain)

6.12 Confirm you have uploaded an executive summary of your disaster recovery and business continuity plan in the Reference Files from Vendor section, and named the document "Q6.12 Disaster Recovery Plan".

○ Confirmed

○ Not confirmed (please explain)

6.13 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plan. Upload the document to the Reference Files from Vendor section, and name the file "Q6.13 Disaster Recovery Plan Testing".

○ Confirmed

○ Not confirmed (please explain)

6.14 What assurances can you provide that your cybersecurity program is adequately designed and operating effectively?

Response

6.15 Do you have a SOC cybersecurity examination or other independent examination performed? If so, are you willing to provide a copy of the report if awarded the contract?

○ Yes (please describe)

○ No (please explain)

6.16 Provide the following statistics for the most recent plan year that demonstrate level of member utilization and engagement with your online resources.

Web - unique visitors

Mobile device app-based - unique downloads

Registrations - percentage of total enrolled that have registered for web-based online resources %

Web - average time spent (ATS) per visit (in minutes)

Web bounce rate percentage - percentage of logins that results in the member getting logged out %

Online account usage - percentage of total enrolled population who has used the online account two or three years after registering %

Email addresses - percentage of emails obtained from the total enrolled population %

Reporting

7.1 Describe your organization's ability to customize financial reports.

Response

7.2 Describe summary reporting of members identified, member engagement, and savings achieved.

Response

7.3 Confirmed you have uploaded sample reports to the Reference Files from Vendor section, and named the file "Q7.3 Sample Reporting".

- ○ Confirmed
- ○ Not confirmed (please explain)

7.4 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section 9.1 to the Reference Files from Vendor section. Name the document "Q7.4 Customer Service Reports".

- ○ Confirmed
- ○ Not confirmed (explain)

7.5 Describe your capability to produce ad hoc reports at MCHCP's request, including average turnaround time, how such requests are typically handled and billed, and if you can send these reports via email in encrypted format.

Response

7.6 Do you have online ad hoc reporting tools for use by MCHCP?

- ○ Yes, at no additional cost (please provide the necessary credentials for the evaluation team to view the tool)
- ○ Yes, at an additional cost (please provide the necessary credentials, and include the additional cost in Supplemental Pricing)
- ○ No (please explain)

MBE-WBE Participation Committment

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-6 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

8.1 MBE Participation Committment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total MBE Percentage		%	

8.2 WBE Participation Committment Table

	Name of Qualified Women Business Enterprise (WBE) Proposed	Committed Percentage of Participation for WBE	Description of Products/Services to be Provided by WBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total WBE Percentage		%	

Pricing

9.1 Confirm you have uploaded a document describing the methodology used to develop your pricing proposal, including identifying the formula used and the source of assumptions related to savings. Upload the file to the Reference Files from Vendor section, and name the file "Q9.1 Pricing Explanation".

- ○ Confirmed
- ○ Not confirmed (please explain)

Financial

10.1 Confirm that your fees are quoted on a mature basis for year one.

- ○ Confirmed
- ○ Not confirmed (please explain)

10.2 Under what conditions do you reserve the right to change your administrative fees? Specify the percentage limits you apply and the resulting change in fees.

Response

10.3 Confirm you have provided a detailed description of all business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions. Upload the file to the Reference Files from Vendor section, and name the file "Q10.3 Business Partners".

- ○ Confirmed
- ○ Not confirmed (please explain)

10.4 Will any of your business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions expire or terminate prior to the end of the proposed contract with MCHCP?

- ○ Yes (please describe)
- ○ No

Performance Guarantees

11.1 Reward incentives turnaround time - The following category will be reported and measured quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards processed within 10	95%			For each full percentage point below standard, $1,000 plus	

business days				$0.10 PEPM	

11.2 Reward incentives processing accuracy - The following categories will be reported and measured quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards free of financial error	99%			For each full percentage point below standard, $1,000 plus $0.10 PEPM	
Percent of MCHCP member rewards processed correctly	97%			For each full percentage point below standard, $1,000 plus $0.10 PEPM	

11.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for MCHCP member calls to be answered by a live customer service representative	30 seconds or less			For each full second above standard, $1,000 plus $0.10 PEPM	
If utilized, average number of days for a secure message from MCHCP member to be responded to	1 business day or less			For each full day above standard, $1,000 plus $0.10 PEPM	

11.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP calls abandoned	4%			For each full percentage point above standard, $1,000 plus $0.10 PEPM	

11.5 Member Service - Call quality score. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Minimum call quality satisfaction	90%			For each full percentage point below standard, $1,000 plus $0.10 PEPM	

11.6 Written communication with MCHCP membership. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
MCHCP requires approval of all written				For each instance	

communications and marketing material used by the contractor to communicate with MCHCP members	MCHCP must approve 100% of written communications			when material was not submitted to MCHCP for approval, $1,000 plus $0.10 PEPM	

11.7 Implementation - Member Pharmacy Cost Transparency Services readiness. The following category will be measured January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member Pharmacy Cost Transparency Services Readiness - Eligibility information loaded and tested on system a minimum of one month prior to the effective date	No later than one month prior to effective date			Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2023.	

11.8 Implementation - Member Services Center. The following category will be measured January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member Service Center ready to respond to member inquiries prior to January 1, 2023	No later than stated deadline			Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2023.	

11.9 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	95% loaded within 24 hours			For each full hour beyond 24 hours, $1,000 plus $0.10 PEPM	

11.10 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	99.5%			For each full percentage point below standard, $1,000 plus $0.10 PEPM	

11.11 Account management - Satisfaction. The following category will be measured and reported annually

beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better			$1,000 plus $0.10 PEPM	

11.12 Account management - Responsiveness. The following category will be measured and reported quarterly beginning January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues acknowledgement by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours)	Acknowledgement within 8 business hours			For each incident not acknowledged within 8 business hours, $500 plus $0.10 PEPM	
Timely issues resolution by the account management team (e.g. issues resolvable by account management are resolved within 10 business days	Resolution within 10 business days			For each incident not resolved within 10 business days, $500 plus $0.10 PEPM	

11.13 Reporting - Member Service. The following category will be reported and measured quarterly beginning on January 1, 2023.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter		MCHCP will determine acceptability of report	For each day beyond deadline for submission, $1,000 plus $0.10 PEPM	

11.14 Confirm your willingness to submit your performance metric results via an online tool.

- ○ Confirmed
- ○ Not confirmed (please explain)

11.15 Please provide any creative performance guarantees to help ensure MCHCP receives the highest level of customer and client service. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q11.15 Additional Performance Guarantees".

Response

11.16 Please describe any ROI and/or performance guarantees you will offer. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q11.16 Member Incentive Performance Guarantees".

Response

References

12.1 Provide references for three current clients for whom you are providing the services described in this RFP. If possible, list clients of similar size and needs as MCHCP. We will not contact these references without discussing with you first; however, having information on references is critical.

	Name or Industry	Services provided by your organization	Number of covered lives	Number of years working with your organization
Current Client #1				
Current Client #2				
Current Client #3				

12.2 Provide references for two clients who have terminated your services. If possible, use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Name or Industry	Services provided by your organization	Number of covered lives	Number of years working with your organization	Reason for termination of relationship
Current Client #1					
Current Client #2					

Scope of Work

13.1 Confirm you will meet all General Requirements stated in Exhibit B, Section B1.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.2 Confirm you will meet all Coordination with MCHCP Business Associates requirements stated in Exhibit B, Section B2.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.3 Confirm you will meet all Member Pharmacy Cost Transparency Services requirements stated in Exhibit B, Section B3.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.4 Confirm you will meet all Account Team requirements stated in Exhibit B, Section B4.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.5 Confirm you will meet all Member Service requirements stated in Exhibit B, Section B5.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.6 Confirm you will meet all Eligibility requirements stated in Exhibit B, Section B6.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.7 Confirm you will meet all Website requirements stated in Exhibit B, Section B7.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.8 Confirm you will meet all Implementation requirements stated in Exhibit B, Section B8.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.9 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B9.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.10 Confirm you will meet all Incentives requirements stated in Exhibit B, Section B10.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.11 Confirm you will meet all Incentive Payment Pricing requirements stated in Exhibit B, Section B11.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.12 Confirm you will meet all Administrative Fee Payment requirements stated in Exhibit B, Section B12.

- ○ Confirmed
- ○ Not confirmed (please explain)

13.13 Confirm you will meet all Performance Standard requirements stated in Exhibit B, Section B13.

- ○ Confirmed
- ○ Not confirmed (please explain)

Attachment checklist

14.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP and named appropriately.

- ☐ Q2.6 E&O Insurance
- ☐ Q2.7 Audited Financial Statements
- ☐ Q2.19 State of Missouri Certificate of Authority
- ☐ Q2.20 Economic Impact
- ☐ Q3.3 Organizational Chart
- ☐ Q3.4 Implementation plan
- ☐ Q5.9 Member Pharmacy Cost Transparency Services ROI
- ☐ Q5.11 Member Communications
- ☐ Q6.10 Reliability Metrics
- ☐ Q6.12 Disaster Recovery Plan
- ☐ Q6.13 Disaster Recovery Plan Testing
- ☐ Q7.3 Sample Reporting
- ☐ Q7.4 Customer Service Reports
- ☐ Q9.1 Pricing Explanation
- ☐ Q10.3 Business Partners
- ☐ Q11.15 Additional Performance Guarantees
- ☐ Q11.16 Member Incentive Performance Guarantees

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

Bidders are expected to closely read the Mandatory Contract Provisions. Rejection of these provisions may be cause for rejection of a bidder's proposal. MCHCP requires that you provide concise responses to questions requiring explanation. Please note, there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of this questionnaire.

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2023 through December 31, 2023. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2023) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2024 and January 1 - December 31, 2025 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (form of which will be provided and negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.3 Breach and Waiver: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.4 Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination or expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.5 Electronic Transmission Protocols:The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.6 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.

○ Confirmed
○ Not confirmed (please explain)

1.7 Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

○ Confirmed
○ Not confirmed (please explain)

1.8 Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

○ Confirmed
○ Not confirmed (please explain)

1.9 Independent Contractor: Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.

○ Confirmed
○ Not confirmed (please explain)

1.10 Injunctions: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.

○ Confirmed
○ Not confirmed (please explain)

1.11 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

○ Confirmed
○ Not confirmed (please explain)

1.12 Modification of the Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

○ Confirmed
○ Not confirmed (please explain)

1.13 Notices: All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.

○ Confirmed
○ Not confirmed (please explain)

1.14 Ownership: All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be

entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.15 Payment: Upon implementation of the undertaking of this Contract and acceptance by MCHCP, Contractor shall be paid as stated in this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.16 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.17 Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.18 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.19 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.20 Off-shore Services: All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.21 Compliance with Laws: Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.22 Non-discrimination, Sexual Harassment and Workplace Safety: Contractor agrees to abide by all

applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

○ Confirmed

○ Not confirmed (please explain)

1.23 Americans with Disabilities Act (ADA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

○ Confirmed

○ Not confirmed (please explain)

1.24 Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

○ Confirmed

○ Not confirmed (please explain)

1.25 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs 1.22, 1.23, 1.24, and 1.25 above.

○ Confirmed

○ Not confirmed (please explain)

1.26 Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

○ Confirmed

○ Not confirmed (please explain)

1.27 Subcontracting; Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.

○ Confirmed

○ Not confirmed (please explain)

1.28 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

○ Confirmed

○ Not confirmed (please explain)

1.29 Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.30 Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.31 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. Contractor agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.32 Access to Records: Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.33 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.34 Termination for Cause: MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its

terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.35 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.36 Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.37 Compensation/Expenses: Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.38 Contractor Expenses: Contractor will pay and will be solely responsible for Contractor's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Contractor will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.39 Conflicts of Interest: Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

◯ Confirmed

◯ Not confirmed (please explain)

1.40 Patent, Copyright, and Trademark Indemnity: Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.

◯ Confirmed

◯ Not confirmed (please explain)

1.41 Tax Payments: Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.

◯ Confirmed

◯ Not confirmed (please explain)

1.42 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by

this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.43 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Contractor to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.44 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.45 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract by giving Audit Company thirty (30) days prior notice of termination.

- ○ Confirmed
- ○ Not confirmed (please explain)

Member Pharmacy Cost Transparency Services Pricing

Member Pharmacy Cost Transparency Scope of Work

	Description
Member Pharmacy Cost Transparency Program	The contractor will provide services as described in Exhibit B - Scope of Work.

Instructions

	Comments
Administration Fee	Bidders must submit pricing for administering member pharmacy cost transparency services on a per member per month (PMPM) basis. Separate pricing is required for with rewards inluded in the PMPM and Rewards are not inluded in the PMPM but separately reimbursed by MCHCP.
Supplemental Pricing	Bidders may use the Supplemental Pricing worksheet for any optional service that is not included in the proposed PMPM fee. MCHCP reserves the right to consider these fees in the projected cost of the contract if services listed here should have been included in the PMPM.

Member Pharmacy Cost Transparency Services

	2023	2024	2025
PMPM with rewards			
PMPM without rewards			

Supplemental Pricing

	Describe Service	Fees	Basis for Payment
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			

Exhibit A-1

Intent to Bid – 2023 Member Pharmacy Cost Transparency Services RFP

(Signing this form does not mandate that a vendor must bid)

Please complete this form following the steps listed below:

1. Fill this form out electronically and sign it with your electronic signature.
2. Upload the completed document to the Response Documents area of the RFP, no later than Friday, April 22, 2022, at 5 p.m. CT (6 p.m. ET).

This form will serve as confirmation that our organization has received the 2023 Member Pharmacy Cost Transparency Services RFP.

☐ We intend to submit a complete proposal for Member Pharmacy Cost Transparency Services as outlined in the RFP.

☐ We decline to submit a proposal for the following reason(s):

Name of Organization

Signature of Plan Representative

Name/Title of Plan Representative

Date

EXHIBIT A-2
LIMITED DATA USE AGREEMENT

In order to secure data that resides with Missouri Consolidated Health Care Plan (MCHCP) and in order to ensure the integrity, security, and confidentiality of information maintained by MCHCP, and to permit appropriate disclosure and use of such data as permitted by law, MCHCP and _____enter into this Agreement to comply with the following specific paragraphs.

1. This Agreement is by and between MCHCP, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and_____, hereinafter referred to as "User".

2. This Agreement addresses the conditions under which MCHCP will disclose and the User will obtain and use MCHCP's file(s) specified in this agreement. This Agreement supersedes any and all agreements between the parties with respect to the use of MCHCP's file(s), and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior communication from MCHCP with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement, or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by MCHCP's Executive Director.

3. Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

4. The parties mutually agree that MCHCP retains all ownership rights to the demographic file referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by MCHCP.

5. The parties mutually agree that the following named individual is designated as "Custodian" of the file on behalf of the User, and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify MCHCP within five (5) days of any change of custodianship. The parties mutually agree that MCHCP may disapprove the appointment of a custodian, or may require the appointment of a new custodian at any time.

   Name of Custodian:
   Name of Company:
   Street Address:
   City, State and Zip Code:
   Phone Number w/ Area Code:
   E-mail Address:

6. The User represents and warrants, and in furnishing the claims file(s), MCHCP relies upon such representation and warranty, that these files will be used solely for the purposes outlined

below. The User agrees not to use or further disclose the data covered by this Agreement other than as provided for by this Agreement. The parties agree that no provision of this Agreement permits the User to use or disclose protected health information (PHI) in a manner that would violate HIPAA if used or disclosed in like manner by MCHCP. MCHCP's claims files are used solely for the following:

- Utilization analysis and pricing related to bidding on a contract with MCHCP for Pharmacy Cost Transparency services.

The User represents and warrants further that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person(s) other than as allowed by this Agreement. The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. The User agrees to ensure that any individual(s) or agent(s) the User discloses or allows to access the data covered by this Agreement will be bound to the same restrictions and conditions that apply to the User. Disclosure of this data is made pursuant to 45 CFR §§ 164.514(e)(1) and (g).

7. MCHCP will provide the User with the files, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible.

8. The parties mutually agree that the aforesaid file (and/or any derivative file(s) [includes any file that maintains or continues identification of individuals]) may be retained by the User only for the period of time required for any processing related to the purposes outlined in section 5 above. After the bidding process is complete, the User agrees to promptly destroy such data. The User agrees that no data from MCHCP records, or any parts thereof, shall be retained when the aforementioned file(s) are destroyed unless authorization in writing for the retention of such file(s) has been received from MCHCP's Executive Director. The User acknowledges that stringent adherence to the aforementioned information outlined in this paragraph is required. The User further acknowledges that MCHCP's demographic file received for any previous periods, and all copies thereof, must be destroyed upon receipt of an updated version. The User agrees that for any data covered by this Agreement, in any form, that the User maintains after the bidding process is complete, the User agrees to: (i) refrain from any further use or disclosure of the PHI; (ii) continue to safeguard the PHI thereafter in accordance with the terms of this Agreement; and (iii) not attempt to de-identify the PHI.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the privacy and security of the data, and to prevent any unauthorized use or disclosure. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by HIPAA. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, including protected health information, or deducible information derived from the file(s) specified above in section 6 is strictly prohibited. Further, the User agrees that the data must not be physically moved or transmitted in any way from the site indicated above in section 5, without written approval from MCHCP.

10. The User agrees that the authorized representatives of MCHCP and the Department of Health and Human Services ("HHS") will be granted access to the premises where the aforesaid file(s)

are kept for the purpose of inspecting security arrangements and confirming whether the User is in compliance with the privacy and security requirements specified in this Agreement.

11. The User agrees that no findings, listing, or information derived from the file(s) specified in section 6, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member's identification (Examples of such data elements include, but are not limited to, address, zip code, sex, age, etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP's files identifies or reasonably could identify an individual or to deduce the identity of an individual.

12. The User agrees that the User shall make no attempt to link records included in the file(s) specified in section 6 to any other identifiable source of information or attempt to identify the information or individual(s) contained in the data. This includes attempts to link to other MCHCP data files. In addition, the User agrees not to contact the individual(s) who are the subject of the data covered by this Agreement.

13. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP's Executive Director.

14. The User agrees to immediately report to MCHCP any use or disclosure of PHI not authorized or provided for by this Agreement in accordance with the notice provisions prescribed in this Section 14.

    14.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of the User's first discovery, meaning the first day on which such unauthorized use or disclosure is known to the User, or by exercising reasonable diligence, would have been known to the User, of the unauthorized use or disclosure.

    14.2 The notice shall be in writing and shall include a complete description of the unauthorized use or disclosure, and if applicable, a list of affected individuals and a copy of the template breach notification letter to be sent to affected individuals.

15. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have used or disclosed the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP's Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User's determinations regarding any alleged or actual unauthorized use or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized use or disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP's determination or reasonable belief that unauthorized uses or disclosures have taken place, MCHCP may refuse to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.

16. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any protected health information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred, however, all final decisions involving questions of a breach shall be made by MCHCP; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.

17. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).

18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 6, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.

19. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This Agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this Agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the Agreement upon written request to the other party, in which case the termination shall be effective 60 days after the date of the notice, or at a later date specified in the notice.

_____
(Name/Title of Individual)

_____
(State Agency/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone Number Including Area Code)

_____
(E-mail Address)

Signature _____ Date

20. On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____ _____

Judith Muck, Executive Director
Missouri Consolidated Health Care Plan

Date

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2023 MEMBER PHARMACY COST TRANSPARENCY SERVICES RFP

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP and the terms are included in the final contract executed by the parties.

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____
Executive Director Date
Missouri Consolidated Health Care Plan

Exhibit A-4

Confirmation Document
2023 Member Pharmacy Cost Transparency Services RFP

Please complete this form, sign and upload to DirectPath, following the steps listed below:

1) Confirm that you have read and understand MCHCP's instructions included in the DirectPath application.

   ☐ Yes

   ☐ No

2) Bidders are required to submit a firm, fixed price for the services described in this RFP. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

   ☐ Yes

   ☐ No

3) Completion of the signature block below constitutes your company's acceptance of all terms and conditions of the original RFP plus any and all RFP amendments. You also hereby expressly affirm that you have the requisite authority to execute this Agreement on behalf of the Vendor and to bind such respective party to the terms and conditions set forth herein.

_____

Signature

_____

Name/Title of Individual

_____

Organization

_____

Date

EXHIBIT A-5

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2023 MEMBER PHARMACY COST TRANSPARENCY SERVICES RFP

_____ (hereafter referred to as "Contractor") hereby certifies that all of Contractor's employees and its subcontractors' employees assigned to perform services for Missouri Consolidated Health Care Plan ("MCHCP") and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms, and any other documentation ("requested data") in order to determine if Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if MCHCP has reasonable cause to believe that Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

_____

Signature

_____

Name/Title of Individual

_____

Organization

_____

Date

Exhibit A-6

Documentation of Intent to Participate
2023 Member Pharmacy Cost Transparency Services RFP

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Name of Organization: _____
(Name of MBE, WBE)

Contact Name:		Email:	
Address:		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
Type of Organization (MBE or WBE):		Certification Expiration Date:	(or attach copy of certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

_____
_____
_____
_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (MBE, WBE)

Date (Dated no earlier than the RFP issuance date)

This contract is a sample contract for review during the RFP process only. Additional clauses and obligations may be added that are consistent with the RFP and bidder's submission which is awarded by the Board of Trustees. If there is a conflict with this sample contract and the RFP materials, the RFP materials will take precedence during the bidding process.

CONTRACT # 22-MMS-01 BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND VENDOR

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and _____ (hereinafter "NAME OF COMPANY" or "VENDOR") for the express purpose of providing Member Pharmacy Cost Transparency Services pursuant to MCHCP's Member Pharmacy Cost Transparency Services RFP released April 18, 2022 (hereinafter "RFP").

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period which consists of January 1, 2023, through December 31, 2023. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1, 2023, - December 31, 2023) is a firm, fixed price. The submitted prices for the subsequent (2nd – 3rd) years of the contract period (January 1 - December 31, 2024, January 1 - December 31, 2025,) are guaranteed not-to-exceed maximum prices and are subject to negotiation. The submitted prices for the subsequent (4th – 5th) years of the contract period (January 1 - December 31, 2026, and January 1 - December 31, 2027 respectively) will be negotiated. Pricing for the one-year renewal periods is due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

1.2 Contract Documents: This Contract and following documents, attached hereto and herby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

a. Any future written and duly executed renewal proposals or amendments to this Contract;

b. This written Contract signed by the parties;

c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by VENDOR in response to the RFP, finalist negotiations, and implementation meetings:

i. Pricing Pages
ii. Business Associate Agreement
iii. Confirmation Document
iv. Performance Guarantees
v. Certification of Compliance with State and Federal Employment Laws

SAMPLE

d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by VENDOR as evidenced by VENDOR affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of VENDOR's ability and willingness to provide more or different services not required by the RFP that are not specifically described in this Section or otherwise not included elsewhere in the Contract documents are excluded from the terms of this Contract unless subsequently added by the parties in the form of a written and executed amendment to this Contract.

1.3 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

1.4 Amendments to this Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

No agent, representative, employee or officer of either MCHCP or VENDOR has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

1.5 Drafting Conventions and Definitions: Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- *(Definitions that are used in the RFP will be added as needed for the contract.)*
- **"Amendment"** means a written, official modification to the RFP or to this Contract.
- **"May"** means permissible but not required.
- **"Must"** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **"Request for Proposal" or "RFP"** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **"Shall"** has the same meaning as the word must.
- **"Should"** means desirable but not mandatory.
- The terms **"include," "includes,"** and **"including"** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words "without limitation".

SAMPLE

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to VENDOR shall be addressed as follows: VENDOR ATTN: _____, _____.

1.7 Headings: The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

1.8 Severability: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

1.9 Inducements: In making the award of this Contract, MCHCP relies on VENDOR's assurances of the following:

- VENDOR, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, VENDOR's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- VENDOR has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- VENDOR has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, VENDOR currently has the capability to perform in accordance with the terms and conditions of this Contract.
- VENDOR has also reviewed and understands the risks associated with administering services as described in the RFP.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage VENDOR to perform the services described in this Contract under the terms and conditions set forth in this Contract.

1.10 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards

SAMPLE

recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.11 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by VENDOR's or its subcontractors' employees.

1.12 Breach and Waiver: Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the Contract terms and conditions are severable.

1.13 Independent Contractor: VENDOR represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, VENDOR hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. VENDOR assumes sole and full responsibility for its acts and the acts of its personnel.

1.14 Relationship of the Parties: This Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

1.15 No Implied Authority: The authority delegated to VENDOR by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant VENDOR any authority related to this Contract except as authorized in writing by MCHCP. VENDOR may not rely upon implied authority, and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or
- Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

1.16 Third Party Beneficiaries: This Contract shall not be construed as providing an enforceable right to any third party.

SAMPLE

1.17 Injunction: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, VENDOR shall not be entitled to make or assess claim for damage by reason of said delay.

1.18 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

1.19 Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

1.20 Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

1.21 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve VENDOR of liability in respect to any expressed or implied warranties.

1.22 Survival of Terms: Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

2. VENDOR's Obligations

2.1 Eligible Members: VENDOR shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility. VENDOR shall not regard a member as terminated until VENDOR receives an official termination notice from MCHCP.

2.2 Confidentiality: VENDOR will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by VENDOR except as authorized by MCHCP, either during the period of this Contract or thereafter. VENDOR must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by VENDOR. On the termination or expiration of this Contract, VENDOR will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

2.3 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. VENDOR shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. VENDOR may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder

SAMPLE

without the prior written consent of MCHCP. VENDOR agrees that any and all subcontracts entered into by VENDOR for the purpose of meeting the requirements of this Contract are the responsibility of VENDOR. MCHCP will hold VENDOR responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. VENDOR must provide complete information regarding each subcontractor used by VENDOR to meet the requirements of this Contract.

2.4 Disclosure of Material Events: VENDOR agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of VENDOR;
- Any merger, sale or other material change of ownership of VENDOR;
- Any conflict of interest or potential conflict of interest between VENDOR's engagement with MCHCP and the work, services or products that VENDOR is providing or proposes to provide to any current or prospective customer; and
- (1) Any material investigation of VENDOR by a federal or state agency or self-regulatory organization; (2) Any material complaint against VENDOR filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming VENDOR before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming VENDOR as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against VENDOR by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against VENDOR as a result of any material criminal or civil action in which VENDOR was a party; or (7) Any other matter material to the services rendered by VENDOR pursuant to this Contract.

  For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, VENDOR is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by VENDOR's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of VENDOR designated by VENDOR to monitor and report such matters.

  Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

2.5 Off-shore Services: All services under this Contract shall be performed within the United States. VENDOR shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in VENDOR being in breach of this Contract.

2.6 Change in Laws: VENDOR agrees that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to

SAMPLE

necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

2.7 Compliance with Laws: VENDOR shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

2.7.1 Non-discrimination, Sexual Harassment and Workplace Safety: VENDOR agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. VENDOR shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. VENDOR shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

2.7.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, VENDOR understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, VENDOR agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.7.3 Patient Protection and Affordable Care Act (PPACA): If applicable, VENDOR shall comply with the Patient Protection and Affordable Care Act (PPACA) and all regulations promulgated under the authority of PPACA, including any future regulations promulgated under PPACA, which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.7.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA): VENDOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

2.7.5 Genetic Information Nondiscrimination Act of 2008: VENDOR shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.

2.8 Indemnification: VENDOR shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of VENDOR's, VENDOR's employees, or VENDOR's

SAMPLE

associate or any associate's or subcontractor's failure to comply with section 2.8 of this contract.

2.9 Prohibition of Gratuities: Neither VENDOR nor any person, firm or corporation employed by VENDOR in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

2.10 Solicitation of Members: VENDOR shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

2.11 Insurance and Liability: VENDOR must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. VENDOR shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. VENDOR shall bear the risk of any loss or damage to any personal property in which VENDOR holds title.

2.12 Hold Harmless: VENDOR shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by VENDOR or VENDOR's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance VENDOR may carry which provides for indemnification for any loss or damage of property in VENDOR's custody and control, where such loss or destruction is to MCHCP's property. VENDOR shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

2.13 Assignment: VENDOR shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by VENDOR made without prior written consent of MCHCP. Notwithstanding the foregoing, VENDOR may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that VENDOR provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in VENDOR provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by VENDOR and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by VENDOR, following which VENDOR's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. VENDOR shall give MCHCP written notice of any such change of name.

SAMPLE

2.14 Patent, Copyright, and Trademark Indemnity: VENDOR warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. VENDOR shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at VENDOR's written request, it shall be at VENDOR's expense, but the responsibility for such expense shall be only that within VENDOR's written authorization. VENDOR shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that VENDOR or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by VENDOR in such suit or proceeding are held to constitute infringement and the use is enjoined, VENDOR shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If VENDOR is unable to do any of the preceding, VENDOR agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of VENDOR under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of VENDOR without its written consent.

2.15 Compensation/Expenses: VENDOR shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. VENDOR shall be compensated only for work performed to the satisfaction of MCHCP. VENDOR shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

2.16 Contractor Expenses: VENDOR will pay and will be solely responsible for VENDOR's travel expenses and out-of-pocket expenses incurred in connection with providing the services. VENDOR will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

2.17 Tax Payments: VENDOR shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no

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representation as to the exemption from liability of any tax imposed by any governmental entity on VENDOR.

2.18 Conflicts of Interest: VENDOR shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, VENDOR shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

3. MCHCP'S OBLIGATIONS

3.1 Administrative Services: MCHCP shall provide the following administrative services to assist VENDOR

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due VENDOR;

3.2 Eligibility: All determinations for eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. VENDOR will be notified of enrollment changes through the eligibility file, by telephone or by written notification from MCHCP. VENDOR shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

3.3 Payment: MCHCP shall promptly pay the monthly administrative fees due VENDOR. The monthly administrative fees will be self-billed on a per-member-per-month (PMPM) basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. VENDOR shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by VENDOR within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within that time frame shall be considered as acceptance of MCHCP's calculations and records.

4. RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, VENDOR agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. VENDOR agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the ten (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

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4.2 Audit Rights: Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of VENDOR involving any and all transactions related to the performance of this Contract. VENDOR shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review. MCHCP and VENDOR shall agree to reasonable times for NVA to make sure records available for audit.

4.3 Ownership: All data developed or accumulated by VENDOR under this Contract shall be owned by MCHCP. VENDOR may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

4.4 Access to Records: Upon reasonable notice, VENDOR must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. VENDOR agrees to provide the access described wherever VENDOR maintains such books, records, and supporting documentation. Further, VENDOR agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. VENDOR shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of VENDOR to the extent that the books, documents and records relate to costs or pricing data for this Contract. VENDOR agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. Also, VENDOR must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, VENDOR shall give full and free access to all records to MCHCP and/or their authorized representatives.

4.5 Financial Record Audit and Retention: VENDOR agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of VENDOR's invoices. Such documents will be maintained and retained by VENDOR or its subcontractors for a period of ten (10) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. VENDOR agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

4.6 Response/Compliance with Audit or Inspection Findings: VENDOR must take action to ensure its or its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include VENDOR's delivery to MCHCP, for MCHCP's approval, a corrective action plan that

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addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

4.7 Inspections: Upon notice from MCHCP, VENDOR will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to VENDOR service locations, facilities, or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. VENDOR must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

5. SCOPE OF WORK

5.1 General Requirements: VENDOR shall provide Member Pharmacy Cost Transparency Services that include an online tool and other innovative options to engage and provide members clinically sound methods to lower their pharmacy costs and provide an appropriate financial reward in a manner that considers plan design and formulary.

5.2 Coordination with MCHCP Business Associates: VENDOR must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as necessary and as identified by MCHCP. Frequency of electronically exchanged information can be as frequent as daily.

5.3 Member Pharmacy Cost Transparency Services: VENDOR shall provide Member Pharmacy Cost Transparency Services that include:

5.3.1 Identification of members who have savings opportunities considering plan design, formulary (updated semi-annually), network and other relevant issues.

5.3.2 An online pharmacy transparency tool and other innovative options.

5.3.3 The tool must contain information on alternatives, price, and the member's expected out-of-pocket expense.

5.3.4 Personalized engagement of members through communications that include concierge services staff by certified pharmacy technicians and pharmacists that educate and advise of options to lower out-of-pocket costs and make an informed decision.

5.3.5 Assistance to members who change to lower-cost prescription options.

5.3.6 Member incentives to choose lower cost, higher value options when appropriate

5.3.7 Advising and documenting to MCHCP regarding the results of activity, including engagement rates, savings, and opportunities to further engage members and increase savings.

5.3.8 No hard sell tactics shall be employed to persuade members to engage or take advantage of saving options.

5.3.9 Ability of a member to opt out of outreach regarding the service.

SAMPLE

5.4 Account Team: The account team shall consist of individuals with ample experience in performing Member Pharmacy Cost Transparency Services. VENDOR's professional judgment and engagement activities in all matters shall reflect the expertise of one highly specialized in pharmaceutical costs and member engagement techniques.

5.4.1 The team must include, but is not limited to, a designated account executive, Pharmacist with a Doctor of Pharmacy degree, a customer service manager, certified pharmacist technicians and other staff necessary to successfully fulfill the requirements of the contract.

5.4.2 VENDOR agrees to provide MCHCP with at least thirty (30) days advance notice of any material changes to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the account management and servicing team.

5.5 Member Service: VENDOR must provide high quality and experienced member concierge services staffed by certified pharmacy technicians and pharmacists. VENDOR's member concierge services staff must be fully trained in the MCHCP benefits, plan designs and other options.

5.5.1 VENDOR shall maintain a toll-free telephone line to provide prompt access for members to qualified staff. At a minimum, member service must be available between the hours of 8:00 a.m. and 5:00 p.m. central time (CT), Monday through Friday except for designated holidays. Upon award of the contract and annually thereafter, VENDOR shall specify the hours and days the department is available.

5.5.2 Member calls to VENDOR must be recorded and retained for a minimum of one year. If prior to the recording being purged, VENDOR is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.

5.5.3 VENDOR shall refer any and all questions received from members regarding eligibility to MCHCP.

5.5.4 VENDOR shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by VENDOR to communicate specifically with MCHCP members at any time during the contract period.

5.5.5 Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

5.6 File Transfers: VENDOR shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and VENDOR must process such information within 24 hours of receipt. VENDOR must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

SAMPLE

5.6.1 It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

5.6.2 Contractor will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.

5.6.3 MCHCP will provide a recommended data mapping for the 834 transaction set.

5.6.4 After processing each file, VENDOR will provide a report that lists any errors and exceptions that occurred during processing. The file will be in a format that is agreeable by both parties so that MCHCP can compare the errors and exceptions with data in its system. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions VENDOR audits will be provided to ensure the data MCHCP is sending will pass VENDOR's audit tests.

5.6.5 VENDOR shall provide access to view data on its system to ensure the file MCHCP sends is correctly updating VENDOR's system.

5.6.6 VENDOR will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

5.6.7 VENDOR shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

5.6.8 VENDOR must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that VENDOR accept and run an initial test record set no later than September 19, 2022. Results of the test must be provided to MCHCP by September 30, 2022. The final file layout and records are to begin October 1, 2022 and completed no later than November 1, 2022. Implementation of the Single-Sign-On portal is to begin November 1, 2022 and is to be completed no later than December 16, 2022.

5.6.9 VENDOR and all its subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

5.7 Website: VENDOR must have a secure, active website that is updated regularly. The website shall conform to the latest accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C). VENDOR must be able to support single sign-on from MCHCP's Member Portal to VENDOR's Member Portal utilizing Security Assertion Markup Language (SAML) and support modern browsers/browser versions that support HTML5 and advanced security.

SAMPLE

5.7.1 The website shall give clear instructions on how a member may enroll into the program and qualify for an incentive.

5.7.2 The website shall provide members with a mechanism to search for and compare prescription drug costs that are eligible for an incentive.

5.7.3 The website shall actively steer members to lower cost prescription drugs.

5.8 Implementation: Upon award, a final implementation schedule must be agreed to by MCHCP and VENDOR within 30 days and annually thereafter, prior to January 1 of each plan year. VENDOR shall implement any eligibility, plan design and benefit changes as directed by MCHCP. A final implementation schedule must be agreed to by MCHCP and VENDOR within 30 days of the notification of change. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule.

5.8.1 At a minimum, the schedule must include the following activities as necessary: (1) Testing of eligibility file and other files to and from MCHCP and/or its business associates; (2) Acceptable date for final eligibility file and other files to and from MCHCP and/or its business associates; and (3) Finalization of incentive designs and other key elements

5.8.2 At least forty-five (45) days prior to January 1, 2023, effective date, MCHCP will conduct a readiness review/pre-implementation audit of VENDOR(s), including an on-site review of VENDOR's facilities if MCHCP deems it necessary. VENDOR shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure VENDOR's operational readiness.

5.9 Incentives: VENDOR shall provide MCHCP the methodology used to determine savings and associated incentives no later than thirty (30) days after contract award and by May 1 of each subsequent contract year.

5.9.1 VENDOR shall describe how it determines alternatives of the prescribed drug and what clinical rationale is used to make that determination and the type of clinician used in the process.

5.9.2 VENDOR shall annually consult with MCHCP to determine criteria used for earning an incentive for the upcoming year and the type and amount of incentive reward a member may potentially receive.

5.9.3 The cost and savings shall be based on the contracted network discount arrangements utilized by MCHCP's pharmacy benefit manager. Lower cost options shall include costs at network pharmacies in the member's area for optimal decision making. MCHCP reserves the right to limit reward incentives to those services received from Missouri providers.

5.9.4 Drug recommendations to members shall consider clinical recommendations, drug costs and comparisons of cost at network pharmacies.

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5.10 Incentive Payment Processing: VENDOR shall process all earned incentives with incurred dates of service beginning with the contract effective date through December 31, 2023, and each subsequent year of this agreement in accordance with the agreed upon processing time frames and methodology. VENDOR shall provide a dedicated, experienced payment processing team that will be permanently assigned to the MCHCP account.

5.10.1 VENDOR shall timely process incentive payments after confirming the member chose a recommended lower cost drug option.

5.10.2 VENDOR shall manage the tax implications of monetary rewards to members including issuing necessary tax documents in accordance with Internal Revenue Service (IRS) regulations and guidance.

5.10.3 VENDOR shall have an automated process for tracking and resolving incomplete or pended incentive payments. VENDOR shall proactively attempt to resolve issues with payments requiring additional information for proper adjudication, including member eligibility or other information needed for adjudication.

5.10.4 VENDOR shall have the capability to process both electronic and paper incentive payments and provide a controlled process to provide electronic and manual payments. Clear processes must be in place to handle payment reconciliation and correction accounting.

5.10.5 VENDOR shall reimburse MCHCP for any improper payments made to members.

5.10.6 VENDOR shall agree that if a payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by VENDOR that transition will be without significant issues. This may include requiring VENDOR to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.

5.10.7 After the contract terminates, VENDOR is required to continue processing run-out payments for an agreed to period at no additional cost to MCHCP.

5.11 Performance Standards: Performance standards are outlined in Exhibit IV. VENDOR is required to utilize MCHCP's vendor manager product that allows VENDOR to self-report compliance and non-compliance with performance guarantees. VENDOR shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. VENDOR shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

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6. REPORTING

6.1 Vendor agrees that all data required by MCHCP shall be confidential and will not be public information. Vendor agrees not to disclose MCHCP-related information either directly or indirectly.

6.2 VENDOR shall provide their standard reporting package on a timely basis. (Specifics as to reporting package bid will be added after award.)

6.3 VENDOR shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. The cost for providing this report must be included in the PMPM fees for administration services and cannot be listed in Supplemental Pricing.

6.4 At the request of MCHCP, VENDOR shall submit additional ad hoc reports on information and data readily available to VENDOR. Fair and equitable compensation will be negotiated with VENDOR.

6.5 MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, VENDOR will receive written notice to this effect and the applicable liquidated damages, as defined in Exhibit IV, will be assessed.

6.6 VENDOR agrees to meeting with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns, costs, and savings, as well as new ideas that may benefit MCHCP and its members. VENDOR is expected to present actual MCHCP experience as compared to its book of business.

7. CANCELLATION, TERMINATION OR EXPIRATION

7.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require VENDOR to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

7.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) VENDOR fails to make delivery of goods or services as specified in this Contract; 2) VENDOR fails to satisfactorily perform the work specified in this Contract; 3) VENDOR fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) VENDOR breaches any provision of this Contract; 5) VENDOR assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of VENDOR. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, VENDOR shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. VENDOR shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

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7.3 Termination Right: Notwithstanding any other provisions, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days' notice, without penalty.

7.4 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

7.5 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require VENDOR to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, VENDOR shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

Missouri Consolidated Health Care Plan	**VENDOR**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

SAMPLE

EXHIBIT A-8
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Vendor Name. (hereinafter "Business Associate") is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the Member Pharmacy Cost Transparency Services ("RFP") and under Contract *#23-PCTS-01*, as renewed and amended, (hereinafter the "Contract").

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), and the HIPAA Rules, as defined in Section 2.1 below.

1 **Purpose**.

The Contract is for Member Pharmacy Cost Transparency Services.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by Vendor for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 **Definitions**.

2.1 For purposes of this Agreement:

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to this Agreement, shall mean Vendor.

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to this Agreement, shall mean MCHCP.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Parts 160 and 164, as amended.

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information ("ePHI"); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected health information ("PHI"); required by law;

Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.

2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 **Obligations and Activities of Business Associate**.

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.

3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

In addition to the forgoing, and in accordance with the Contract, Business Associate agrees it will not permit any subcontractor, or use any off-shore entity, to perform services under the Contract, including creation, use, storage, or transmission of PHI at any location(s) outside of the United States.

3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. For purposes of the security incident reporting requirement, the term “security incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing ePHI maintained or transmitted by Business Associate.

3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.

3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

- MCHCP's Security Officer → currently, Brad Kifer, (573) 526-2858, Brad.Kifer@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

If, and only if, Business Associate receives an email or voicemail response indicating neither of the intended MCHCP recipients are available and no designee(s) confirm receipt within eight (8) business hours on behalf of one or both of the above-named MCHCP Officers, Business Associate shall forward the written notice to their primary MCHCP contact with copies to the Privacy and Security Officers for documentation purposes.

3.4.3 The notice shall include to the fullest extent possible:

a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;

d) a description of all types of PHI known or potentially believed to be involved or affected;

e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;

f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;

g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);

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h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and

j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

3.4.4 Business Associate agrees to cooperate with MCHCP during the course of Business Associate's investigation and risk assessment and to promptly and regularly update MCHCP in writing as supplemental information becomes available relating to any of the items addressed in the notice.

3.4.5 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP; and to take any additional steps MCHCP reasonably deems necessary or advisable to comply with MCHCP's obligations as a covered entity under the HIPAA Rules.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI, unless Business Associate is able to demonstrate otherwise in accordance with § 164.402(2), in which case, Business Associate agrees to fully document its assessment and all factors considered and provide MCHCP no later than ten (10) calendar days following Business Associate's discovery with its complete written risk assessment, conclusion reached, and all documentation supporting a conclusion that the unauthorized acquisition, access, use, or disclosure of PHI presents a low probability that PHI has been compromised.

3.4.7 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4

3.4.8 Business Associate agrees to bear all reasonable and actual costs associated with any notifications, publications, or public reports relating to breaches by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors, as MCHCP deems necessary or advisable.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such

request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:

3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.

3.6.2 If Business Associate receives a request for PHI in a designated record set directly from an individual current or former MCHCP member, Business Associate will require that the request be made in writing and will also promptly notify MCHCP that a request has been made verbally. If the individual submits a written request for PHI in a designated record set directly to Business Associate, no later than five (5) business days thereafter, Business Associate shall provide MCHCP with: (i) a copy of the individual's request to MCHCP for purposes of determining an appropriate response to the request; (ii) the designated record sets in Business Associate's custody or control that are subject to access by the requesting individual(s) requested in the form and format requested by the individual if it is readily producible in such form and format, or if not, in a readable hard copy form; and (iii) the titles of the persons or offices responsible for receiving and processing requests for access by individual(s). MCHCP will direct Business Associate in writing within five (5) business days following receipt of the information described in (i), (ii), and (iii) of this subsection 3.6.2 whether Business Associate should send the requested designated data set directly to the individual or whether MCHCP will forward the information received from Business Associate as part of a coordinated response or if for any reason MCHCP deems the response should be sent from MCHCP or another Business Associate acting on behalf of MCHCP. If Business Associate is directed by MCHCP to respond directly to the individual, Business Associate agrees to provide the designated record set requested in the form and format requested by the individual if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. Business Associate will provide MCHCP's Privacy Officer with a copy of all responses sent to individuals pursuant to § 164.524 and the directives set forth in this subsection 3.6.2 for MCHCP's compliance and documentation purposes.

3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7) business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.

3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.

3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.

3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.

3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

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4 **Permitted Uses and Disclosures of PHI by Business Associate**.

4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the Contract. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.1.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate.

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.3.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who need access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

4.3.2 For any type of authorized disclosure of PHI that Business Associate makes on a routine basis to third parties, Business Associate shall implement procedures that limit the PHI disclosed to the amount minimally necessary to achieve the purpose of the disclosure. For all other authorized but non-routine disclosures, Business Associate shall develop and follow criteria for reviewing

requests and limiting disclosures to the information minimally necessary to accomplish the purposes for which disclosure is sought.

4.3.3 Business Associate may rely, if such reliance is reasonable under the circumstances, on a requested disclosure as the minimum necessary for the stated purpose if and when:

a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or

b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

4.3.4 Minimum necessary does not apply to: uses or disclosures made to the individual; uses or disclosures made pursuant to a HIPAA-compliant authorization; disclosures made to the Secretary in accordance with the HIPAA Rules: disclosures specifically permitted or required under, and made in accordance with, the HIPAA Rules.

5 **Obligations of MCHCP**.

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 **Term and Termination, Expiration, or Cancellation**.

6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.

6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate: (i) refrains from any further use or disclosure of the PHI; (ii) continues to safeguard the PHI thereafter in accordance with the terms of this Agreement; (iii) does not attempt to de-identify the PHI without MCHCP's prior written consent; and (iv) within seven (7) days following full compliance of the requirements of this subsection, provides MCHCP written notice describing all PHI maintained by Business Associate and certification by an authorized representative of Business Associate of its agreement to fully comply with the provisions of this paragraph.

6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

7 **Miscellaneous**.

7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.

7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.

7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

Missouri Consolidated Health Care Plan	**Vendor**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

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Introduction

Missouri Consolidated Health Care Plan (MCHCP) administers medical benefits for most State employees, legislators, statewide elected officials, and their dependents.

State of Missouri employees, retirees, and their dependents include approximately 86,000 covered members (lives). Non-Medicare members account for approximately 70,000 lives.

This document constitutes a request for sealed proposals from qualified organizations to provide Member Pharmacy Cost Transparency Services that include an online tool and other innovative options to engage and provide members clinically sound methods to lower their pharmacy costs and provide an appropriate financial reward in a manner that takes into account plan design and formulary.

Contracting Intentions

- The option to contract will be at the sole discretion of MCHCP.
- Any contract awarded from this RFP will be effective January 1, 2023.
- MCHCP reserves the right to reject any or all proposals, or to make a partial award, including limiting the scope of the services.

Background Information

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most State employees and retirees. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.
- Non-Medicare primary members include active employees, COBRA participants, career foster parents, and non-Medicare retirees, terminated vested, and disabled members.
    - MCHCP contracts with Anthem for self-funded third party administration of non-Medicare primary medical plan benefits covering approximately 70,000 lives. Three medical plans are offered - the Health Savings Account Plan (HSA) Plan, and two Preferred Provider Organization (PPO) plans - the PPO 1250 and the PPO 750 Plans.
    - MCHCP contracts with Express Scripts to administer self-funded prescription drug benefits.
- MCHCP contracts with United Healthcare Group Medicare Advantage PPO Plan to administer fully insured medical plan benefits for Medicare primary retirees and Medicare primary dependents covering more than 16,000 lives. Express Scripts administers a self-funded Part D EGWP for prescription drug benefits for these members.

Assumptions and Considerations

Your proposal must be submitted using the DirectPath online submission tool no later than **5 p.m. CT, Friday, May 6, 2022**. Due to the limited timeframe for proposal analysis and program implementation, no individual deadline extensions will be granted.

The MCHCP Board of Trustees has final responsibility for all MCHCP contracts. Responses to the RFP and all proposals will remain confidential until awarded and contracts are executed by the MCHCP Board of Trustees or their respective designees or until all proposals are rejected.

Do not contact MCHCP directly regarding this RFP. Questions about the technical procedures for participating in this online RFP process should be addressed to DirectPath. Any questions concerning the content of the RFP should be submitted via the messaging tool of DirectPath.

Proposal Instructions

NOTE: READ THESE INSTRUCTIONS COMPLETELY PRIOR TO RESPONDING TO THE RFP

To be considered, you must respond to all required sections of this RFP. Bidders are strongly encouraged to read the entire RFP prior to the submission of a proposal. The bidder must comply with all stated requirements. Bidders are expected to provide complete and concise answers to all questions. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

If any information contained in the proposal is found to be falsified, the proposal will immediately be disqualified.

Proposals must be valid until October 1, 2022. If a contract is awarded, prices shall remain firm for the specified contract period.

A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified.

Clarification of Requirements

It is assumed that bidders have read the entire RFP prior to the submission of a proposal and, unless otherwise noted by the bidder, a submission of a proposal and any applicable amendment(s) indicates that the bidder will meet all requirements stated herein.

The bidder is advised that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP as a RFP and any amendments and/or clarifications thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

Schedule of Events

The timeline for the procurement is provided below.

Activity	Timing
Online RFP Released	Monday, April 18, 2022
Intent to Bid Document Due	Friday, April 22, 2022
Question Submission Deadline	Friday, April 22, 2022
Responses to Submitted Questions	Wednesday, April 27, 2022
Proposals Due	Friday, May 6, 2022
Final Vendor Selection	Late June, 2022
Contract Effective Date	January 1, 2023

Questions

During this bidding opportunity, MCHCP will be using the online messaging module of the DirectPath application for all official answers to questions from bidders, amendments to the RFP,

exchange of information and notification of awards. It is the bidder's responsibility to notify MCHCP of any change in contact information of the bidder. During the bidding process you will be notified via the messaging module of the posting of any new bid-related information.

All questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath application by **5 p.m. CT, Friday, April 22, 2022**. Questions received after **April 22** will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the DirectPath application and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will provide a summary of all questions and answers by **Wednesday, April 27, 2022.**

Bidders or their representatives may not contact other MCHCP employees or any member of the MCHCP Board of Trustees regarding this bidding opportunity or the contents of this RFP. If any such contact is discovered to have occurred, it may result in the immediate disqualification of the bidder from further consideration.

Proposal Deadline

ALL proposals must be submitted no later than **5 p.m. CT, Friday, May 6, 2022**. Submissions received after that time will not be accepted.

Disclaimers

MCHCP will not be liable under any circumstances for any expenses incurred by any bidder in connection with the selection process.

The description of coverage and plan design contained in this RFP is solely intended to allow for the preparation and submission of proposals by respondents and does not constitute a promise or guarantee of benefits to any individual.

Confidentiality and Proprietary Materials

Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all proposals and related documents.

MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be "liberally construed and their exceptions strictly construed to promote" the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri's Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information

provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.

Evaluation Process

Any apparent clerical error may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder's proposal shall not be considered by MCHCP.

Awards shall only be made to the bidder(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to limit the number of contract awards or reject all offers.

MCHCP reserves the right to request written clarification of any portion of the bidder's response to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, question and answer conferences, references, or any other source, in the evaluation process. The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award(s) of a contract resulting from this RFP shall be based on the lowest and best proposal(s) received in accordance with the following evaluation criteria:

Evaluation Criteria

Non-Financial	
Vendor Profile	50 points
Account Management and Implementation	35 points
Member Pharmacy Cost Transparency Services	250 points
Member Services and Communication	45 points
Technology and Security	50 points
Reporting	20 points
Performance Guarantees	50 points
	500 points
Bonus Points – MBE/WBE Participation Commitment	10 points

Financial	
Financial Proposal	500 points
Finalist Evaluation	
References and Interview	100 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (400 points) of the possible 500 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 500 non-financial points.

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation

The bidder should secure participation of certified MBEs and WBEs in provider products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c) To be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). See below for a definition of a qualified MBE/WBE.

d) If the bidder is proposing MBE/WBE participation, to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.

    a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 8 of the Member Pharmacy Cost Transparency Services RFP Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE

and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-6, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-6, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-6, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

To be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington D.C.

A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

Finalist Interview

After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP also reserves the right to interview the proposed team.

Negotiation and Contract Award

The bidder is advised that under the provisions of this RFP, MCHCP reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with bidders who provide potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those bidders that received the highest rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the bidder's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP.
- Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.

Any award of a contract resulting from this RFP will be made only by written authorization from MCHCP.

Pricing

The bidder must provide a firm, fixed per member per month cost for providing services as described in this RFP.

Proposals shall include a fixed price for CY2023 with guaranteed not-to-exceed maximum prices for CY2024 and CY2025.

Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by MCHCP to be in the best interest of MCHCP members.

In determining pricing points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed price for Years 2-3 of the contract. The contractor shall understand that annual renewal rates for subsequent years of the contract will be negotiated, but must be within the not-to-exceed prices submitted within this bid.

Renewal of Contract

The initial agreement is for the period of January 1, 2023 through December 31, 2023, with up to four (4) additional one year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed pricing arrangements for Years 2-5, not-to-exceed the allowed maximum shall be submitted to MCHCP prior to May 15 of the next plan year.

Using DirectPath

The 2023 MCHCP Member Pharmacy Cost Transparency Services RFP contains 2 broad categories of items that you will need to work on via the DirectPath application:

1) Items Requiring a Response:
    a. Pricing Form (e.g., Member Pharmacy Cost Transparency Services Pricing) is an online input form to collect your pricing proposal as requested by MCHCP.
    b. Questionnaires (e.g., Member Pharmacy Cost Transparency Services Questionnaire) are also online forms to collect your responses to questions about your capabilities.
    c. Response Documents (e.g., Exhibit A-1 Intent to Bid) are attachment files (e.g., MS Word or Excel) that are posted to the DirectPath website. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the DirectPath application. When you upload your response, from the drop-down menu, identify each uploaded document as a *Response* document and associate it to the appropriate document by name. For step-by-step instructions, please refer to the "How to Download and Attach Files" User Guide located in the "Downloads" section on the application homepage.
2) Reference Files from MCHCP:
    a) Documents (e.g., Exhibit B – Scope of Work) that you should download and read completely before submitting your RFP response.

All these components can be found in the DirectPath Application under the 2023 MCHCP Member Pharmacy Cost Transparency Services RFP on the Event Details page of the application.

Note that as you use the DirectPath application to respond to this RFP, User Guides are accessible throughout the application by simply clicking on the help icon or from the "Downloads" area of the DirectPath application homepage. For help with data entry and navigation throughout the application, you can contact the DirectPath staff:

- Phone: 800-979-9351
- E-mail: support@directpathhealth.com

Responding to Questionnaires

We have posted two forms for your response:

- Member Pharmacy Cost Transparency Services Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by **5 p.m. CT, Friday, May 6, 2022**.

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains all the items you and your team are required to access and respond to. For step-by-step instructions, please refer to the *How to Submit a Questionnaire* User Guide located in the *Downloads* section of the DirectPath application homepage. You have the option to "respond online" or through two different off-line (or desktop) tools.

Completing Response Documents

The following exhibits must be completed, signed and uploaded to DirectPath:

- Exhibit A-1 – Intent to Bid (due 5 p.m. CT, Friday, April 22, 2022)
- Exhibit A-2 – Limited Data Use Agreement (due 5 p.m. CT, Friday, April 22, 2022)
- Exhibit A-3 – Proposed Bidder Modifications (due 5 p.m. CT, Friday, May 6, 2022)
- Exhibit A-4 – Confirmation Document (due 5 p.m. CT, Friday, May 6, 2022)
- Exhibit A-5 – Contractor Certification (due 5 p.m. CT, Friday, May 6, 2022)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 5 p.m. CT, Friday, May 6, 2022)

The follow exhibits must be reviewed, and the bidder provide any suggested red-lined changes to the documents using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.

- Exhibit A-7 – Sample MCHCP Contract (due 5 p.m. CT, Friday, May 6, 2022)
- Exhibit A-8 – MCHCP Business Associate Agreement (due 5 p.m. CT, Friday, May 6, 2022)

Access to Demographic and Claim Files

To gain access to the demographic and claim history files (Attachments 1 and 3 respectively), bidders must complete and sign Exhibit A-2 Limited Data Use Agreement. Once the completed and signed document has been uploaded to DirectPath, access to Attachment 1 will be granted through DirectPath, and instructions on how to access Attachment 3 will be provided through messaging within the DirectPath system.

Completing Pricing Worksheet

The financial worksheet may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains a worksheet to collect fee quotations based on the services requested in this RFP. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the DirectPath Application homepage.

The final bid deadline is 5 p.m. CT, Friday, May 6, 2022. Further detail on how to submit your bid is outlined in the Submitting Bids section of these Instructions.

Notes Regarding Pricing

Quotes should assume:

- Plan effective date: January 1, 2023
- Submitted prices for 2023 shall be firm, while prices for 2024 and 2025 shall be submitted as "not-to-exceed" amounts. Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Fees must be quoted on a mature basis. No fees will be paid for processing run-out claims.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

Submitting Bids

The pricing function allows you to work on a bid submission in draft form. You can enter your rates and *Save* without submitting your proposal to DirectPath. Save frequently to avoid losing work. When you have finished entering your rates, *Save* and then *Calculate*. If you have missed any required fields, you will be notified with an error message. If there are no errors, you can *Submit* your proposal through DirectPath.

Once you have submitted your bid, you can make adjustments at any time up until the bids are due. Simply select the pricing/bid and choose *Edit* to make changes. Follow the steps above to save, calculate, and re-submit.

Refer to the following list of instructions before attempting to input/submit a bid:

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheet because your bid must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been entered accurately, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to DirectPath.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to DirectPath.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.

- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as "n/a" are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out. For security purposes the system will automatically log you out after a specified time if there is no activity.

RFP Checklist

Prior to the May 6 close date, please be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	Member Pharmacy Cost Transparency Services Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Member Pharmacy Cost Transparency Services Pricing
Response	Exhibit A-1 Intent to Bid.docx **DUE: April 22, 2022**
Response	Exhibit A-2 Limited Data Use Agreement.docx **DUE: April 22, 2022**
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx
Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Sample Contract.docx
Response	Exhibit A-8 Business Associate Agreement.docx
Reference	Introduction and Instructions – Member Pharmacy Cost Transparency Services RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 –MCHCP Enrollment File.xlsx (access to this file is granted after receipt of the signed *Limited Data Use Agreement*)
Reference	Attachment 2 –Enrollment file fields.pdf
Reference	Attachment 3 – Pharmacy claim extracts (Instructions on how to obtain these files will be provided after receipt of the signed *Limited Data Use Agreement*)

Contact Information

Content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the DirectPath application by **5 p.m. CT, Friday, April 22, 2022.**

For technical questions related to the use of DirectPath, please contact the DirectPath customer support team at support@directpathhealth.com, or call the Customer Support Line at 800-979-9351.

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 The CONTRACTOR shall provide Member Pharmacy Cost Transparency Services that include an online tool and other innovative options to engage and provide members clinically sound methods to lower their pharmacy costs and provide an appropriate financial reward in a manner that considers plan design and formulary.

B2. COORDINATION WITH MCHCP BUSINESS ASSOCIATES

B2.1 The contractor must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as necessary and as identified by MCHCP. Frequency of electronically exchanged information can be as frequent as daily.

B3. MEMBER PHARMACY COST TRANSPARENCY SERVICES

B3.1 The CONTRACTOR shall provide Member Pharmacy Cost Transparency Services that include:

- B3.1.1 Identification of members who have savings opportunities considering plan design, formulary (updated semi-annually), network and other relevant issues.
- B3.1.2 An online pharmacy transparency tool and other innovative options.
- B3.1.3 The tool must contain information on alternatives, price, and the member's expected out-of-pocket expense.
- B3.1.4 Personalized engagement of members through communications that include concierge services staff by certified pharmacy technicians and pharmacists that educate and advise of options to lower out-of-pocket costs and make an informed decision.
- B3.1.5 Assistance to members who change to lower-cost prescription options.
- B3.1.6 Member incentives to choose lower cost, higher value options when appropriate.
- B3.1.7 Advising and documenting to MCHCP regarding the results of activity, including engagement rates, savings, and opportunities to further engage members and increase savings.
- B3.1.8 No hard sell tactics shall be employed to persuade members to engage or take advantage of saving options.
- B3.1.9 Ability of a member to opt out of outreach regarding the service.

B4. ACCOUNT TEAM

B4.1 The account team shall consist of individuals with ample experience in performing Member Pharmacy Cost Transparency Services. The CONTRACTOR's professional judgment and engagement activities in all matters shall reflect the expertise of one highly specialized in pharmaceutical costs and member engagement techniques.

B4.2 The team must include, but is not limited to, a designated account executive, Pharmacist with a Doctor of Pharmacy degree, a customer service manager, certified

pharmacist technicians and other staff necessary to successfully fulfill the requirements of the contract.

B4.3 The CONTRACTOR agrees to provide MCHCP with at least thirty (30) days advance notice of any material changes to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the account management and servicing team.

B5. MEMBER SERVICE: The contractor must provide high quality and experienced member concierge services staffed by certified pharmacy technicians and pharmacists. The contractor's member concierge services staff must be fully trained in the MCHCP benefits, plan designs and other options.

B5.1 The contractor shall maintain a toll-free telephone line to provide prompt access for members to qualified staff. At a minimum, member service must be available between the hours of 8:00 a.m. and 5:00 p.m. central time (CT), Monday through Friday except for designated holidays. Upon award of the contract and annually thereafter, the contractor shall specify the hours and days the department is available.

B5.2 Member calls to contractor must be recorded and retained for a minimum of one year. If prior to the recording being purged, the contractor is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.

B5.3 The contractor shall refer any and all questions received from members regarding eligibility to MCHCP.

B5.4 The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period.

B5.5 Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

B6. ELIGIBILITY: The contractor shall agree that eligible MCHCP members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules, and regulations, including revision(s) to such. MCHCP is the sole source in determining member eligibility. The contractor shall not regard a member as terminated until the contractor receives an official termination notice from MCHCP.

B6.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

B6.1.1 It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

B6.1.2 Contractor will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.

B6.1.3 MCHCP will provide a recommended data mapping for the 834 transaction set.

B6.1.4 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The file will be in a format that is agreeable by both parties so that MCHCP can compare the errors and exceptions with data in its system. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

B6.1.5 The contractor shall provide access to view data on its system to ensure the file MCHCP sends is correctly updating the contractor's system.

B6.1.6 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B6.1.7 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

B6.1.8 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 19, 2022. Results of the test must be provided to MCHCP by September 30, 2022. The final file layout and records are to begin October 1, 2022 and completed no later than November 1, 2022. Implementation of the Single-Sign-On portal is to begin November 1, 2022 and is to be completed no later than December 16, 2022.

B6.1.9 The contractor and all its subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

B7. WEBSITE: The contractor must have a secure, active website that is updated regularly. The website shall conform to the latest accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C). The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML) and support modern browsers/browser versions that support HTML5 and advanced security.

B7.1 The website shall give clear instructions on how a member may enroll into the program and qualify for an incentive.

B7.2 The website shall provide members with a mechanism to search for and compare prescription drug costs that are eligible for an incentive.

B7.3 The website shall actively steer members to lower cost prescription drugs.

B8. IMPLEMENTATION: Upon award, a final implementation schedule must be agreed to by MCHCP and the contractor within 30 days and annually thereafter, prior to January 1 of each plan year. The contractor shall implement any eligibility, plan design and benefit changes as directed by MCHCP. A final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of the notification of change. Failure on MCHCP's part to complete, by the agreed

upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule.

B8.1 At a minimum, the schedule must include the following activities as necessary:

B8.1.1 Testing of eligibility file and other files to and from MCHCP and/or its business associates;
B8.1.2 Acceptable date for final eligibility file and other files to and from MCHCP and/or its business associates; and
B8.1.3 Finalization of incentive designs and other key elements

B8.2 At least forty-five (45) days prior to January 1, 2023, effective date, MCHCP will conduct a readiness review/pre-implementation audit of the contractor(s), including an on-site review of the contractor's facilities if MCHCP deems it necessary. The contractor shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure the contractor's operational readiness.

B9. REPORTING REQUIREMENTS: The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any competing company, either directly or indirectly.

B9.1 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. The cost for providing this report must be included in the PMPM fees for administration services and cannot be listed in Supplemental Pricing.
B9.2 The contractor shall provide the contractor's standard reporting package on a timely basis.
B9.3 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. Fair and equitable compensation will be negotiated with the contractor.
B9.4 MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 11 of the Member Pharmacy Cost Transparency Services RFP Questionnaire, will be assessed.
B9.5 The CONTRACTOR agrees to meeting with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns, costs, and savings, as well as new ideas that may benefit MCHCP and its members. The contractor is expected to present actual MCHCP experience as compared to its book of business.

B10. INCENTIVES: The contractor shall provide MCHCP the methodology used to determine savings and associated incentives no later than thirty (30) days after contract award and by May 1 of each subsequent contract year.

B10.1 The contractor shall describe how it determines alternatives of the prescribed drug and what clinical rationale is used to make that determination and the type of clinician used in the process.

B10.2 The contractor shall annually consult with MCHCP to determine criteria used for earning an incentive for the upcoming year and the type and amount of incentive reward a member may potentially receive.

B10.3 The cost and savings shall be based on the contracted network discount arrangements utilized by MCHCP's pharmacy benefit manager. Lower cost options shall include costs at network pharmacies in the member's area for optimal decision making. MCHCP reserves the right to limit reward incentives to those services received from Missouri providers.

B10.4 Drug recommendations to members shall consider clinical recommendations, drug costs and comparisons of cost at network pharmacies.

B11. **INCENTIVE PAYMENT PROCESSING**: The contractor shall process all earned incentives with incurred dates of service beginning with the contract effective date through December 31, 2023, and each subsequent year of this agreement in accordance with the agreed upon processing time frames and methodology. The contractor shall provide a dedicated, experienced payment processing team that will be permanently assigned to the MCHCP account.

B11.1 The contractor shall timely process incentive payments after confirming the member chose a recommended lower cost drug option.

B11.2 The contractor shall manage the tax implications of monetary rewards to members including issuing necessary tax documents in accordance with Internal Revenue Service (IRS) regulations and guidance.

B11.3 The contractor shall have an automated process for tracking and resolving incomplete or pended incentive payments. The contractor shall proactively attempt to resolve issues with payments requiring additional information for proper adjudication, including member eligibility or other information needed for adjudication.

B11.4 The contractor shall have the capability to process both electronic and paper incentive payments and provide a controlled process to provide electronic and manual payments. Clear processes must be in place to handle payment reconciliation and correction accounting.

B11.5 The contractor shall reimburse MCHCP for any improper payments made to members.

B11.6 The contractor shall agree that if a payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.

B11.7 After the contract terminates, the contractor is required to continue processing run-out payments for an agreed to period at no additional cost to MCHCP.

B12. ADMINISTRATIVE FEE PAYMENT: MCHCP shall promptly pay the monthly administrative fees due the contractor. The monthly administrative fees will be self-billed on a per-member-per-month (PMPM) basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. The contractor shall have the right to audit appropriate MCHCP records to

determine the accuracy of the monthly payment. Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within that time frame shall be considered as acceptance of MCHCP's calculations and records.

B13. **PERFORMANCE STANDARDS**: Performance standards are outlined in Section 11 of the Member Pharmacy Cost Transparency Services RFP Questionnaire. The contractor is required to utilize MCHCP's vendor manager product that allows the contractor to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

Whenever the following words and expressions appear in this Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

C1.1 **Amendment** means a written, official modification to an RFP or to a contract.

C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.

C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.

C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

C1.7 **May** means that a certain feature, component, or action is permissible, but not required.

C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.

C1.10 **Off-shore** means outside of the United States.

C1.11 **Participant** has the same meaning as the word member.

C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.

C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by Direct Path system.

C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:

C1.16.1 Audiologist (AUD or PhD);
C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
C1.16.5 Chiropractor;
C1.16.6 Licensed Clinical Social Worker
C1.16.7 Licensed Professional Counselor (LPC);
C1.16.8 Licensed Psychologist (LP);
C1.16.9 Nurse Practitioner (NP);
C1.16.10 Physician Assistant (PA);
C1.16.11 Occupational Therapist;
C1.16.12 Physical Therapist;
C1.16.13 Speech Therapist;
C1.16.14 Registered Nurse Anesthetist (CRNA);
C1.16.15 Registered Nurse Practitioner (ARNP); or
C1.16.16 Therapist with a PhD or Master's Degree in Psychology or Counseling.

C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

C1.18 **Respondent** means any party responding in any way to this RFP.

C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.21 **Shall** has the same meaning as the word must.

C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the DirectPath web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Friday, April 22, 2022, 5 p.m. CT (6 p.m. ET).

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted above might not be answered.

It is the responsibility of the bidder to identify and explain any part of their response that does not conform to the requested services described in this document. Without documentation provided by the bidder, it is assumed by MCHCP that the bidder can provide all services as described in this document.

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3. PREPARATION OF PROPOSALS

C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.

C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

C4.1 The bidder agrees that from the date of the bidder's response to this RFP through the date for which a contract is awarded, the bidder shall immediately disclose to MCHCP:

C4.1.1 Any material adverse change to the financial status or condition of the bidder;

C4.1.2 Any merger, sale or other material change of ownership of the bidder;

C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and

C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-8) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP**. The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

ATTACHMENT 2
LAYOUT FOR MCHCP ENROLLMENT FILE

Field Name	Description
Unique ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Cov Level	Identifies member's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee CBR – COBRA Participant DSB – Participant on Long Term Disability SVR – Survivor VES – Vested Participant FOS – Foster Parent
Zip	5-Digit Zip Code
YOB	Year of Birth (yyyy)
Gender	M – Male F – Female
Commercial-EGWP	C – Commercial Plan E – EGWP Plan

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2023 Member Pharmacy Cost Transparency Services RFP
April 26, 2022

These responses are provided by MCHCP to questions received from potential bidders for the 2023 Member Pharmacy Cost Transparency Services RFP.

General

1	What percent of each of the following can MCHCP provide to the awarded vendor for use in member engagement and communication campaigns? • Primary member email addresses • Primary member phone numbers • Primary member physical home address	Primary email addresses - 90.3% Primary member phone numbers - 99.3% Primary member physical home address - 100% Please note that 21% of members have elected to receive correspondence in paper form.

	Questionnaire	**Response**
1	Question 2.4 asks for information on any subcontractors that will be used to fulfill the requirements of the contract. Can you please clarify how subcontractors are defined? For example, we use AWS for hosting; should they be considered a subcontractor for purposes of this response?	Subcontractors are defined as a seperate company who delegated a function, activity or service of the scope of work found in Exhibit B from the principal contractor or from another subcontractor, other than in the capacity of a member of the workforce of such entity.
2	Question 2.19 asks vendors to confirm they have uploaded a document to the reference files from vendor section confirming our organization's authority to do business in the State of Missouri. Our application for the State of Missouri Certificate of Authority was mailed to the Secretary of State's office on 4/21/22. In the event we have not received the filed document by the RFP due date, should we indicate "not confirmed" and provide this explanation or will a copy of the application suffice to satisfy the requirement?	Please indicate "Not confirmed" and provide the date the application was submitted. Also, please upload the certificate as soon as you receive it.
3	Question 7.1 asks for the vendors ability to customize financial reports. Can you please elaborate on MCHCP's financial reporting needs? Specifically, what content, data or metrics are you looking to report on? Please provide examples of such reports, if available.	This is a new service to MCHCP and without knowing your standard reporting package, we cannot specifically idenifty customized reports. In general we do like to be able to look at our data through different population groups, i.e. employee, early retiree, Medicare retiree and may separate dependents from each of those groups. We may also want to take a look at financials from both a fiscal year basis and a calendar year basis. Please address the ease of customizing reports from your reporting system and potential limitations.
4	Question 7.5 asks for the vendors capabilities to produce ad hoc reports. Can you please elaborate on MCHCP's anticipated ad hoc reporting needs? Specifically, what content, data or metrics do you often ask vendors to report on?	This is a new service to MCHCP and have not identified ad hoc reporting needs as yet. Generally, MCHCP does rely on standard reporting but at times we have need of a report to answer a legislative question or delve more deeply into a data anomoly. Please address your ease of completing ad hoc reporting and any potential limitations.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2023 Member Pharmacy Cost Transparency Services RFP
April 26, 2022

	Attachment 3 - Pharmacy Claim Extracts	Response
1	Regarding claims data provided as a result of the LDUA completion, is it possible that two additional fields might be added to the claims set? We would like to know the plan cost and member cost of each prescription filled for the same time period.	MCHCP has provided additional reporting provided as a reference document (Attachment 4) that shows the top 250 drugs by spend for 2019-2021. Additionally, MCHCP has included the benefit chart for both the non-Medicare (commercial) and Medicare (EGWP) Rx plans as an addendum to this Q&A document. Currently, 15 percent of MCHCP members are enrolled in the HSA Plan, 66 percent are enrolled in a PPO plan, and 19 percent are in the EGWP.

Benefit Chart

State Members

Non-Medicare

Member pays the cost of the drug or the copayment, whichever is less. If a member requests a brand-name drug when a generic is available, the member pays the generic copayment **plus** the difference in the cost of the drugs.

There are certain medications that MCHCP covers at 100%, when accompanied by a prescription and filled at a network pharmacy. For more information, see Preventive Services.

Note: 32- to 60-day and 61- to 90-day supplies may not be available at all retail locations.

Plan	Type	Retail Network one-month (31-day supply)	Retail Network two-month (60-day supply)	Retail Network three-month (90-day supply)	Home Delivery three-month (90-day supply)	Retail Non-Network one-month (31-day supply)
HSA Plan Coinsurance	Generic	10% up to $50	10% up to $100	10% up to $150	10% up to $150	40%
	Preferred	20% up to $100	20% up to $200	20% up to $300	20% up to $300	40%
	Non-Preferred	40% up to $200	40% up to $400	40% up to $600	40% up to $600	50%
PPO Plans Copayment	Generic	$10	$20	$30	$25	$10
	Preferred	$40	$80	$120	$100	$40
	Non-Preferred	$100	$200	$300	$250	$100

To fill prescriptions at a non-network pharmacy on HSA Plan or PPO Plans...

Members must pay the full price of the prescription and file a completed claim form with ESI within 365 days of the incurred expense. Members are reimbursed the network discounted amount, less the applicable copayment or coinsurance.

Attach a prescription receipt or label from the pharmacy to the claim form. Patient history printouts from the pharmacy are acceptable, but must be signed by the pharmacist. Cash register receipts are acceptable only for diabetic supplies.

Description	HSA Plan	PPO Plans
Specialty (up to 31-day supply)	—	$75 through Accredo
Prescription Out-of-Pocket Maximum		
Network — Individual	Combined with medical	$4,150
Network — Family	Combined with medical	$8,300
Non-Network	Combined with medical	No maximum

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Benefit Chart

State Members

Medicare Prescription Drug Plan (PDP)

There are certain medications that MCHCP covers at 100%[1], when accompanied by a prescription and filled at an Express Scripts Medicare network pharmacy. For more information, see Preventive Services.

Description	Tier	Home Delivery three-month (90-day) supply	Retail one-month (31-day) supply	Retail two-month (60-day) supply	Retail three-month (90-day) supply
Initial Coverage Stage	**Tier 1** Preferred Generic drugs	$25 copayment	$10 copayment	$20 copayment	$30 copayment
	Tier 2 Preferred drugs	$100 copayment	$40 copayment	$80 copayment	$120 copayment
	Tier 3 Non-preferred drugs	$250 copayment	$100 copayment	$200 copayment	$300 copayment
Coverage Gap Stage (Donut Hole (MCHCP's Medicare PDP does not have a 'donut hole' feature because there is no gap in coverage.))	After annual drug costs (What you and the plan pay.) reach $4,430 members will continue to pay the same cost-sharing amount as in the Initial Coverage stage until annual out-of-pocket drug costs reach $7,050.				
Catastrophic Coverage Stage	After annual out-of-pocket drug costs (What you and others pay on your behalf, including manufacturer discounts but excluding payments made by your Medicare prescription drug plan.) reach $7,050, members will pay **the greater of 5% coinsurance *or*:** • A $3.95 copayment for covered preferred generic drugs (including preferred drugs treated as generics), with a maximum not to exceed the standard copayment during the Initial Coverage Stage. • A $9.85 copayment for all other covered drugs, with a maximum not to exceed the standard copayment during the Initial Coverage Stage.				

1. Drugs covered at 100% (Generic or Preferred 100 percent, Non-Preferred $100 copayment) are those described in the United States Preventive Services Task Force A and B recommendations, the Advisory Committee on Immunization Practices (ACIP) of the CDC, and HRSA Guidelines for women, as well as children, including the American Academy of Pediatrics Bright Futures periodicity guidelines.

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Top Drugs

Jan 2019 - Dec 2019

State

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
HUMIRA	1,577	286	$14,285,509.79	$14,020,793.08	$262,085.52
STELARA	252	64	$4,873,225.61	$4,802,277.68	$70,516.93
ENBREL	579	105	$4,466,217.84	$4,407,503.76	$57,860.27
TRULICITY	4,518	752	$4,371,441.89	$4,182,557.67	$180,615.91
ELIQUIS	7,544	1,350	$4,335,715.35	$3,908,114.92	$422,964.35
HUMALOG KWIKPEN	3,863	1,000	$3,639,526.98	$3,442,725.31	$191,503.49
REVLIMID	217	31	$3,241,396.50	$3,224,614.49	$16,613.48
JANUVIA	4,766	936	$3,406,375.01	$3,183,180.78	$217,475.12
TECFIDERA	152	39	$2,638,601.52	$2,596,936.70	$41,422.57
LANTUS SOLOSTAR PEN	4,869	1,059	$2,850,136.58	$2,591,897.20	$252,542.77
XARELTO	4,471	820	$2,817,013.56	$2,547,221.40	$266,020.55
COSENTYX	273	54	$2,498,031.70	$2,460,377.10	$37,196.13
HUMALOG	2,238	524	$2,451,462.11	$2,340,455.72	$108,556.76
OTEZLA	446	97	$2,203,476.41	$2,132,816.94	$70,016.91
JARDIANCE	2,990	627	$2,212,117.35	$2,087,675.32	$120,080.48
STRENSIQ	24	1	$2,055,756.36	$2,053,906.20	$1,800.00
IMATINIB MESYLATE	147	25	$1,915,998.97	$1,902,877.49	$12,930.53
INVOKANA	2,718	474	$1,976,835.77	$1,860,453.10	$112,088.49
IBRANCE	151	22	$1,795,253.03	$1,782,215.29	$12,893.51
GILENYA	114	24	$1,773,627.15	$1,750,598.15	$22,843.78
ACTIMMUNE	12	1	$1,685,455.49	$1,684,530.41	$900.00
LANTUS	2,234	482	$1,703,655.45	$1,585,014.47	$116,503.70
JAKAFI	108	11	$1,518,536.07	$1,511,294.25	$7,077.30
XOLAIR	388	57	$1,504,888.50	$1,456,027.25	$48,119.69
LYRICA	2,480	614	$1,562,051.49	$1,440,220.67	$118,578.94
XELJANZ XR	213	41	$1,417,882.35	$1,398,615.04	$18,956.68
SYMBICORT 160/4.5	3,389	939	$1,540,517.58	$1,341,717.83	$194,516.60
IMBRUVICA	112	14	$1,170,166.77	$1,158,642.10	$11,457.67
CONCERTA	2,854	492	$1,206,569.90	$1,157,035.11	$43,360.70
TRESIBA FLEXTOUCH PEN	1,350	314	$1,200,614.74	$1,138,197.66	$59,632.61
LATUDA	836	183	$1,175,045.50	$1,133,604.03	$39,748.12
SPRYCEL	80	10	$1,130,714.46	$1,124,337.38	$6,246.60
AVONEX PEN	84	15	$1,133,228.83	$1,117,006.83	$16,127.84
FARXIGA	1,585	327	$1,180,690.49	$1,105,745.60	$72,219.24
ADDERALL XR	4,717	795	$1,197,646.77	$1,105,350.18	$82,113.35
AUBAGIO	120	18	$1,064,465.21	$1,052,460.89	$11,833.08
COPAXONE	121	23	$1,041,358.41	$1,030,725.00	$10,482.52
TOUJEO 1.5ML PREFILLED PEN	1,477	297	$1,057,300.46	$984,814.66	$71,055.07
ADYNOVATE	26	1	$971,543.80	$969,539.46	$1,950.00
DUPIXENT	267	43	$984,058.23	$962,003.53	$21,631.21
SHINGRIX	5,773	3,824	$949,213.34	$944,210.99	$0.00
ENBREL MINI	138	22	$947,875.09	$929,729.55	$17,934.54
VICTOZA	914	166	$970,813.73	$922,905.42	$47,452.21
VYVANSE	3,336	556	$1,075,165.89	$914,209.77	$153,710.28
CREON	525	116	$941,074.68	$913,440.31	$27,162.85
TREMFYA	76	20	$875,134.61	$863,994.45	$11,013.96
MYRBETRIQ	1,789	362	$931,434.77	$836,535.93	$93,914.55
GENVOYA	246	28	$828,291.97	$813,204.61	$14,560.38

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
TALTZ	93	19	$815,019.63	$805,770.61	$9,107.69
OZEMPIC 0.25 MG OR 0.5 MG DOSES	940	292	$830,211.90	$791,958.71	$36,680.25
LINZESS	1,372	401	$828,671.42	$746,524.58	$80,019.61
OZEMPIC 1 MG DOSES	778	184	$770,055.92	$742,087.23	$26,561.53
POMALYST	43	10	$732,052.38	$730,135.23	$1,894.60
VIMPAT	643	78	$745,805.63	$717,947.80	$26,943.00
BREO ELLIPTA	1,987	451	$843,051.91	$706,364.33	$134,034.29
CABOMETYX	35	4	$707,333.72	$704,990.21	$2,294.84
RESTASIS	870	376	$761,125.97	$703,621.19	$56,753.28
TADALAFIL	1,463	348	$721,538.78	$695,017.46	$24,369.04
BYDUREON PEN	783	153	$720,092.64	$688,226.22	$30,744.07
XIFAXAN	346	181	$703,540.91	$686,931.71	$15,974.58
TASIGNA	37	5	$682,574.60	$679,434.73	$3,109.46
TRUVADA	350	78	$789,371.16	$671,189.89	$117,411.62
BYDUREON BCISE	754	142	$692,748.88	$661,580.25	$30,176.20
SAXENDA	594	162	$736,009.15	$660,326.14	$74,324.16
LEVEMIR FLEXTOUCH	921	241	$703,194.93	$659,382.92	$42,066.07
CIMZIA	93	18	$665,243.64	$641,599.28	$23,496.81
HUMALOG MIX 75/25 KWIKPEN	536	92	$663,887.48	$640,979.57	$22,359.66
SPIRIVA HANDIHALER	1,210	255	$696,227.62	$635,664.35	$60,226.16
GENOTROPIN	56	9	$641,414.76	$634,247.72	$7,050.00
SYMDEKO	21	5	$611,140.01	$608,601.82	$2,494.30
REPATHA	612	87	$633,455.87	$604,831.49	$28,436.34
REXULTI	514	111	$668,501.47	$602,119.45	$65,337.79
HEMLIBRA	9	1	$601,497.51	$600,803.70	$675.00
ADVAIR DISKUS 250/50	1,202	374	$641,421.48	$592,209.02	$47,675.52
XTANDI	55	11	$575,337.66	$572,684.96	$2,625.47
FORTEO	135	28	$572,878.50	$563,867.57	$8,897.70
EPCLUSA	22	10	$536,231.21	$534,585.23	$1,600.00
MESALAMINE	576	141	$546,789.43	$534,416.71	$11,433.21
OXYCONTIN	869	110	$566,565.46	$533,910.33	$31,735.22
OFEV	62	11	$519,356.40	$516,734.79	$2,600.15
XALKORI	25	3	$515,447.31	$513,716.89	$1,700.61
DEXCOM G6 SENSOR	809	170	$509,435.78	$505,854.66	$1,819.25
ELOCTATE	6	1	$501,031.80	$500,569.26	$450.00
ESBRIET	51	6	$502,996.89	$500,218.86	$2,740.80
ONE TOUCH ULTRA TEST STRIPS	3,035	1,164	$510,423.88	$499,888.76	$3,793.59
JANUMET	791	152	$514,766.60	$479,998.45	$33,686.05
ENTRESTO	832	151	$527,947.71	$479,509.88	$47,605.79
METFORMIN HCL	31,570	7,481	$780,563.84	$465,829.58	$264,932.67
VENCLEXTA	54	9	$452,139.57	$449,148.79	$2,934.94
ORENCIA CLICKJECT AUTOINJECTOR	90	15	$451,539.80	$444,482.30	$6,900.00
SIMPONI	65	11	$453,735.37	$442,416.33	$11,219.91
ZYTIGA	41	5	$441,765.19	$440,240.12	$1,523.02
SPIRIVA RESPIMAT	854	250	$482,452.17	$437,758.80	$44,012.98
JANUMET XR	677	140	$456,308.27	$427,555.97	$27,587.68
PULMOZYME	63	11	$431,071.34	$419,497.24	$11,440.34
VENLAFAXINE HCL	11,116	2,210	$592,547.43	$417,463.91	$154,442.72
NUVARING	1,318	366	$421,679.19	$416,772.41	$1,894.15
TRINTELLIX	1,239	267	$540,947.97	$415,474.03	$123,267.92
ARIPIPRAZOLE	3,483	745	$465,555.03	$413,654.38	$44,860.93

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
PRALUENT	418	68	$441,283.06	$411,118.54	$29,457.58
XYREM	34	4	$410,915.27	$408,294.21	$2,550.00
ROSUVASTATIN CALCIUM	9,270	2,502	$519,826.68	$405,499.67	$101,045.17
BIKTARVY	135	26	$447,018.35	$402,787.25	$43,962.68
DULOXETINE HCL	11,676	2,309	$596,858.26	$399,195.04	$178,071.85
INLYTA	33	6	$397,506.76	$395,718.72	$1,757.83
ATORVASTATIN CALCIUM	37,407	8,994	$802,731.64	$394,347.08	$358,620.59
ANORO ELLIPTA	862	209	$444,680.55	$386,876.85	$56,913.24
SPINRAZA	3	1	$382,506.89	$381,825.62	$675.00
BRILINTA	852	186	$435,451.39	$373,999.87	$60,253.57
VRAYLAR	311	96	$421,693.81	$373,909.01	$47,102.26
LO LOESTRIN FE	1,399	371	$370,123.17	$362,794.85	$4,202.66
NERLYNX	34	5	$354,156.01	$351,991.81	$2,115.58
COMBIVENT RESPIMAT	778	224	$384,070.29	$344,345.41	$38,835.33
ENOXAPARIN SODIUM	527	299	$388,346.53	$342,123.08	$45,436.63
HIZENTRA	53	7	$338,289.62	$334,234.62	$3,940.00
TOUJEO MAX 3ML PREFILLED PEN	283	91	$349,149.32	$333,884.48	$15,095.84
TRIUMEQ	96	12	$334,493.05	$327,858.87	$6,461.95
VASCEPA	953	236	$381,418.29	$324,376.36	$55,974.66
TESTOSTERONE	840	184	$336,383.48	$323,311.79	$11,584.56
TROKENDI XR	451	84	$374,595.68	$317,722.81	$55,909.71
TRELEGY ELLIPTA	529	123	$364,877.93	$312,994.10	$51,049.58
BETASERON	27	4	$314,075.30	$311,197.95	$2,825.00
CHANTIX CONTINUING MONTH BOX	666	289	$306,567.83	$305,312.34	$0.00
APOKYN	6	2	$305,558.95	$305,078.55	$480.00
VIIBRYD	1,006	201	$361,080.89	$303,866.23	$55,279.02
ADVAIR DISKUS 500/50	416	122	$315,445.31	$298,238.03	$16,684.63
TAGRISSO	20	3	$295,123.85	$294,078.10	$1,028.43
PROMACTA	30	5	$293,433.69	$291,709.31	$1,692.18
ESTRADIOL	4,960	1,493	$369,232.90	$291,339.29	$68,461.27
PROLIA	260	168	$318,358.02	$288,310.20	$29,978.59
GLYXAMBI	382	70	$303,627.68	$287,486.76	$15,398.21
HUMULIN R CONCENTRATED U-500 KWIKPEN	144	23	$292,395.41	$286,757.63	$5,454.79
AVONEX	18	4	$286,901.52	$284,313.60	$2,566.62
NASCOBAL	506	70	$305,695.39	$282,598.10	$22,009.85
MEMANTINE HCL	2,376	364	$308,869.88	$281,680.52	$26,771.62
XELJANZ	47	10	$284,891.79	$280,994.74	$3,853.80
PENTASA	183	42	$290,455.79	$279,935.47	$10,337.37
XULTOPHY 100/3.6	296	53	$291,784.49	$278,707.65	$12,479.89
BYETTA	276	60	$289,421.61	$277,832.12	$11,176.84
ACTEMRA	57	12	$294,210.69	$274,896.27	$19,199.37
XIIDRA	435	141	$300,740.71	$272,857.07	$27,135.09
AIMOVIG 70MG	547	131	$326,680.34	$272,794.98	$52,784.76
NATPARA	21	4	$272,628.41	$271,131.03	$1,467.77
REBIF	30	4	$272,360.58	$270,125.89	$2,200.55
DULERA	786	208	$316,268.62	$269,311.40	$45,848.28
SYMBICORT 80/4.5	866	303	$319,277.94	$265,363.91	$52,482.76
CHANTIX STARTING MONTH BOX	639	586	$266,414.15	$265,136.34	$0.00
BYSTOLIC	1,511	304	$364,306.62	$264,021.35	$98,474.85
KUVAN	35	3	$265,823.48	$263,125.33	$2,625.00
BRAFTOVI	24	3	$264,107.20	$263,071.92	$1,030.00

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
TRADJENTA	427	105	$280,596.43	$262,066.16	$17,740.18
ADEMPAS	25	2	$262,428.33	$261,485.49	$941.59
~Missing	2,360	1,294	$280,285.36	$258,861.44	$16,783.89
ONE TOUCH VERIO TEST STRIPS	2,508	956	$268,785.79	$258,732.93	$4,463.09
MEKTOVI	23	3	$258,500.79	$257,553.06	$942.50
DOXYCYCLINE HYCLATE	8,826	6,056	$373,716.68	$255,887.45	$102,800.91
BUDESONIDE	1,043	414	$268,740.80	$251,577.18	$18,896.19
PREGABALIN	1,683	574	$269,156.88	$248,179.56	$18,655.31
CHANTIX	514	250	$247,763.09	$246,788.99	$0.00
VIBERZI	173	44	$253,156.56	$244,467.69	$8,426.26
FASENRA	52	12	$251,227.43	$239,694.17	$11,449.06
GAMMAGARD LIQUID	26	3	$242,127.01	$239,624.24	$2,501.47
ATOMOXETINE HYDROCHLORIDE	1,455	282	$264,663.51	$237,738.80	$23,382.43
NORDITROPIN FLEXPRO	54	12	$251,045.60	$234,614.13	$16,318.61
FLOVENT HFA	1,012	503	$306,442.25	$234,088.78	$70,156.27
ORKAMBI	10	1	$231,976.17	$231,130.27	$825.00
GABAPENTIN	21,446	4,880	$473,619.70	$229,216.89	$214,452.52
DESCOVY	112	19	$229,550.49	$223,914.97	$5,440.00
ABSORICA	114	33	$227,552.31	$218,774.20	$8,537.76
TEGSEDI	6	1	$219,227.76	$218,720.19	$507.27
ODEFSEY	79	9	$220,490.06	$217,153.76	$3,220.00
REMICADE	28	5	$215,425.29	$212,141.77	$3,225.00
POTASSIUM CHLORIDE	12,684	3,069	$396,444.66	$209,909.24	$175,429.91
FREESTYLE LIBRE 14 DAY SENSOR	1,511	328	$213,991.75	$209,329.02	$1,364.71
BOSULIF	17	1	$210,326.22	$209,015.69	$1,275.00
NUPLAZID	48	7	$214,551.44	$208,784.29	$5,746.39
APRISO	359	69	$233,913.62	$208,357.45	$24,939.20
HUMULIN R CONCENTRATED U-500	81	14	$211,608.92	$206,814.43	$4,686.20
INGREZZA	33	4	$209,858.35	$206,758.20	$3,088.20
XIGDUO XR	343	58	$224,517.66	$206,193.69	$17,685.91
CIPRODEX	1,089	959	$264,003.44	$205,434.49	$56,383.23
SKYRIZI	14	9	$210,663.60	$205,419.75	$5,214.59
TYMLOS	95	22	$214,677.81	$202,138.46	$12,440.66
NINLARO	16	4	$201,572.94	$200,589.90	$970.00
AMITIZA	510	130	$220,903.75	$196,256.71	$23,979.42
PROAIR HFA	6,383	4,176	$499,876.99	$196,229.07	$289,195.07
GAMMAPLEX 10%	25	1	$195,612.95	$195,602.90	$8.50
ORENCIA PRE-FILLED SYRINGE	36	4	$201,234.46	$195,297.46	$5,861.76
ELMIRON	165	51	$204,150.11	$192,741.93	$11,111.54
CELECOXIB	4,030	1,150	$261,013.75	$192,387.68	$63,747.75
GENOTROPIN MINIQUICK	33	5	$195,638.61	$191,594.64	$3,975.00
SOLIQUA 100/33	248	46	$207,864.94	$190,730.89	$16,654.04
BEXAROTENE	14	2	$189,845.45	$188,756.52	$1,050.00
ABIRATERONE ACETATE	20	4	$189,307.81	$188,696.01	$600.60
NORTHERA	19	5	$189,722.37	$187,967.95	$1,751.43
REBIF REBIDOSE	23	3	$188,918.46	$186,995.39	$1,875.00
CLOBETASOL PROPIONATE	2,632	1,457	$220,460.63	$185,034.45	$31,044.26
QVAR REDIHALER	864	342	$234,215.40	$182,607.49	$50,102.46
HARVONI	6	3	$184,856.40	$178,442.77	$6,401.09
JYNARQUE 60/30	12	1	$177,826.64	$176,901.56	$900.00
MYCOPHENOLIC ACID	319	48	$183,120.26	$176,050.39	$6,447.73

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
MODAFINIL	784	154	$187,354.86	$175,291.97	$10,712.26
DALFAMPRIDINE	60	11	$180,322.84	$175,211.18	$5,035.22
HUMALOG MIX 75/25	180	29	$182,105.54	$174,506.67	$7,538.52
PREMARIN VAGINAL	557	369	$213,308.91	$174,258.54	$38,162.35
SIMVASTATIN	16,107	3,825	$220,647.68	$174,237.32	$29,561.68
CIALIS	414	195	$184,666.72	$172,883.15	$10,980.25
HUMULIN 70/30 KWIKPEN	149	34	$180,309.66	$172,009.06	$8,186.42
STIVARGA	16	3	$172,513.17	$171,930.24	$582.13
TIVICAY	107	17	$195,888.04	$168,792.29	$26,907.58
OXERVATE	11	2	$168,507.96	$168,116.95	$390.46
OSELTAMIVIR PHOSPHATE	2,654	2,631	$211,110.12	$167,861.05	$37,506.46
HUMULIN 70/30	302	65	$182,857.69	$167,682.98	$14,949.62
LIVALO	433	100	$193,278.70	$166,356.14	$26,487.23
DEXILANT	669	142	$243,656.40	$164,986.25	$77,559.32
LYNPARZA	12	1	$164,110.63	$163,629.93	$480.00
ERLEADA	14	2	$163,697.17	$162,691.99	$980.00
LETAIRIS	15	4	$163,394.94	$162,474.91	$905.00
OCALIVA	24	2	$162,664.89	$160,814.73	$1,800.00
MULTAQ	170	38	$189,983.81	$160,628.70	$29,233.71
VALACYCLOVIR HCL	4,969	2,048	$233,273.17	$160,360.13	$62,793.58
EZETIMIBE	2,956	738	$220,083.97	$159,922.35	$57,401.33
HUMIRA PEN STARTER PACK	11	11	$167,758.39	$159,914.84	$7,824.64
BUPROPION HCL XL	8,177	1,961	$313,244.85	$158,673.30	$137,759.21
ARALAST NP	13	1	$158,145.78	$157,143.61	$975.00
SEROSTIM	11	1	$157,942.95	$156,842.30	$1,100.00
LUMIGAN	624	148	$196,048.39	$156,514.50	$39,153.58
VORICONAZOLE	73	32	$156,527.83	$155,739.46	$670.08
EMGALITY	262	72	$178,469.43	$154,343.37	$23,565.04
NAMZARIC	361	43	$165,568.37	$153,147.98	$12,326.01
AIMOVIG 140MG	304	75	$179,089.87	$152,952.97	$25,478.98
AMBRISENTAN	14	3	$153,282.48	$152,694.54	$575.00
AFINITOR	9	4	$148,018.73	$147,570.39	$441.67
HYDROCODONE BITARTRATE-ACETAMINOPHEN	22,509	9,938	$321,150.43	$146,713.16	$138,727.54
JYNARQUE 45/15	10	1	$148,734.20	$146,376.99	$2,336.31
VOTRIENT	11	2	$145,778.62	$144,930.63	$825.00
TRIKAFTA	6	3	$144,882.30	$144,569.76	$300.00
SUTENT	10	4	$143,854.12	$142,709.14	$1,132.24
PREZCOBIX	70	7	$150,216.77	$142,581.50	$7,507.33
METHYLPHENIDATE HCL	2,649	520	$177,056.68	$141,022.18	$30,447.20
HYDROXYCHLOROQUINE SULFATE	2,675	608	$192,588.34	$140,290.07	$48,365.76
INVOKAMET	230	40	$150,568.56	$138,914.99	$11,300.94
ADVAIR DISKUS 100/50	370	122	$151,724.80	$138,407.02	$12,666.79
ERIVEDGE	16	3	$138,601.00	$137,751.22	$832.66
ZENPEP	80	26	$142,354.21	$137,143.41	$5,106.59
VESICARE	265	105	$150,534.79	$135,665.43	$14,730.67
OMNIPOD CLASSIC PODS (GEN 3)	101	27	$141,215.69	$134,927.39	$6,120.00
PLEGRIDY PEN	15	3	$139,658.86	$134,337.52	$5,289.99
BOSENTAN	14	2	$131,789.42	$131,235.16	$525.00
STIOLTO RESPIMAT	293	69	$145,035.66	$129,931.64	$14,927.61

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Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
HUMIRA	1,472	275	$15,883,599.56	$15,601,269.38	$279,905.50
STELARA	248	59	$5,271,817.04	$5,211,192.68	$60,183.36
TRULICITY	4,663	813	$5,352,062.70	$5,156,945.00	$187,168.72
ELIQUIS	8,573	1,520	$5,468,020.62	$4,934,359.47	$528,823.59
REVLIMID	281	37	$4,546,089.68	$4,529,508.22	$16,319.47
ENBREL	495	86	$4,181,514.09	$4,128,097.34	$52,742.98
HUMALOG KWIKPEN	3,642	975	$3,648,582.81	$3,458,059.46	$185,513.75
JANUVIA	4,438	888	$3,459,887.13	$3,239,038.63	$215,855.42
COSENTYX	382	65	$3,199,159.04	$3,150,943.92	$47,565.51
XARELTO	4,489	794	$3,186,261.35	$2,890,420.34	$292,446.72
TECFIDERA	190	35	$2,844,579.03	$2,785,675.82	$58,618.06
LANTUS SOLOSTAR PEN	4,944	1,091	$3,014,955.74	$2,741,214.05	$268,238.40
OTEZLA	451	91	$2,589,986.30	$2,531,938.82	$57,414.57
HUMALOG	1,987	480	$2,475,559.18	$2,353,361.02	$119,116.61
ACTIMMUNE	11	1	$2,350,493.99	$2,349,646.00	$825.00
IBRANCE	166	20	$2,209,052.65	$2,196,199.36	$12,708.11
JARDIANCE	2,619	656	$2,322,281.55	$2,191,373.10	$125,706.98
INVOKANA	2,772	501	$2,274,556.83	$2,142,085.37	$128,602.58
TRIKAFTA	79	9	$2,052,466.39	$2,039,533.36	$12,767.92
JAKAFI	124	11	$1,969,120.33	$1,960,520.35	$8,402.02
OZEMPIC 1 MG DOSES	1,696	342	$2,021,661.29	$1,950,219.26	$68,622.71
FARXIGA	2,539	511	$2,026,376.73	$1,897,624.21	$125,606.74
XELJANZ XR	236	50	$1,912,458.59	$1,887,273.12	$24,830.85
OZEMPIC 0.25 MG OR 0.5 MG DOSES	1,822	448	$1,744,450.79	$1,669,307.95	$72,046.14
GILENYA	115	22	$1,616,748.06	$1,602,849.08	$13,695.30
IMATINIB MESYLATE	123	19	$1,572,730.33	$1,558,352.69	$14,247.05
DUPIXENT	412	63	$1,503,023.22	$1,457,609.47	$44,760.65
LANTUS	1,936	415	$1,488,683.72	$1,383,116.18	$103,687.64
XOLAIR	392	50	$1,364,051.62	$1,314,671.17	$48,659.09
AUBAGIO	124	19	$1,308,970.08	$1,295,913.70	$12,889.02
SPRYCEL	84	9	$1,301,308.02	$1,293,930.00	$7,224.90
SYMBICORT 160/4.5	3,080	860	$1,465,619.09	$1,283,712.57	$177,759.21
TRESIBA FLEXTOUCH PEN	1,392	312	$1,343,645.67	$1,280,091.51	$60,619.63
IMBRUVICA	101	12	$1,211,529.77	$1,200,392.23	$11,058.80
SKYRIZI	72	23	$1,164,211.07	$1,133,524.88	$30,547.85
ADDERALL XR	4,804	794	$1,220,998.25	$1,127,818.73	$82,773.06
INLYTA	75	8	$1,123,417.62	$1,119,272.11	$4,072.20
STRENSIQ	14	1	$1,101,458.86	$1,100,675.72	$770.00
LATUDA	729	143	$1,135,699.48	$1,091,806.72	$42,363.15
ENBREL MINI	143	24	$1,110,302.46	$1,084,125.23	$25,951.80
TRINAZ	659	131	$1,138,913.20	$1,062,543.97	$74,927.82
AVONEX PEN	71	13	$1,067,630.26	$1,051,326.18	$16,225.00
TREMFYA	90	23	$1,049,900.67	$1,036,178.41	$13,550.48
MYRBETRIQ	2,116	395	$1,146,417.59	$1,033,489.10	$111,903.26
COPAXONE	109	20	$1,033,298.45	$1,023,250.08	$9,926.64
ADYNOVATE	24	1	$989,765.12	$987,914.96	$1,800.00

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
TOUJEO 1.5ML PREFILLED PEN	1,433	260	$1,043,626.96	$972,539.45	$69,883.14
CREON	492	116	$987,348.77	$961,972.89	$24,916.20
OFEV	99	10	$949,379.29	$945,166.45	$4,185.25
VYVANSE	3,067	499	$1,051,616.51	$898,796.66	$146,187.44
TADALAFIL	1,612	366	$915,481.29	$880,677.51	$32,482.07
TALTZ	114	19	$889,209.91	$870,437.43	$18,583.13
VICTOZA	812	131	$895,151.38	$852,051.54	$42,801.74
POMALYST	47	8	$849,623.16	$847,974.06	$1,646.50
XIFAXAN	343	166	$867,354.38	$847,162.80	$19,677.56
BREO ELLIPTA	2,100	456	$968,110.43	$840,381.76	$124,937.59
XTANDI	81	10	$836,868.27	$833,338.07	$3,501.57
SAXENDA	644	146	$897,672.51	$818,933.24	$77,271.64
BIKTARVY	222	34	$862,282.68	$794,396.96	$67,457.86
VIMPAT	576	76	$774,160.02	$742,739.36	$30,594.65
GENVOYA	207	26	$748,032.06	$736,177.48	$11,387.55
REXULTI	632	121	$807,586.38	$734,613.63	$71,734.99
RESTASIS	829	363	$793,521.93	$733,827.22	$58,986.24
PROMACTA	45	4	$727,387.68	$724,515.19	$2,813.12
LINZESS	1,158	374	$804,828.49	$722,444.54	$80,314.73
SHINGRIX	4,202	3,039	$712,781.78	$708,820.06	$0.00
DEXCOM G6 SENSOR	1,127	249	$705,901.50	$702,449.87	$1,014.59
ENTRESTO	999	174	$750,670.20	$684,615.15	$65,130.47
MESALAMINE	743	173	$697,010.56	$679,162.76	$16,791.83
CIMZIA	92	17	$686,588.81	$663,668.17	$22,750.80
ADVAIR DISKUS 250/50	1,217	405	$704,776.18	$657,271.14	$45,864.40
XYREM	47	5	$656,761.88	$653,138.65	$3,525.00
VRAYLAR	530	126	$713,285.24	$643,714.43	$68,389.94
HUMALOG MIX 75/25 KWIKPEN	530	92	$647,059.71	$622,006.03	$24,546.38
HEMLIBRA	10	1	$607,512.20	$606,741.30	$750.00
BYDUREON BCISE	623	116	$622,136.38	$596,906.61	$24,438.24
ACTHAR	10	2	$563,776.33	$562,982.47	$775.00
VENCLEXTA	64	11	$562,112.52	$558,818.83	$3,237.10
BYDUREON PEN	555	105	$580,073.92	$557,749.47	$21,581.45
LEVEMIR FLEXTOUCH	707	173	$583,509.29	$545,378.49	$36,735.97
NORDITROPIN FLEXPRO	63	16	$561,536.52	$539,413.80	$21,991.05
METFORMIN HCL	30,358	7,398	$867,433.32	$538,911.87	$281,593.07
SPIRIVA HANDIHALER	965	193	$587,540.52	$538,625.32	$48,770.06
REPATHA	1,038	149	$583,542.92	$531,109.21	$51,701.33
GENOTROPIN	55	10	$537,307.15	$529,917.20	$7,275.00
TRELEGY ELLIPTA	786	171	$605,670.07	$523,936.02	$80,578.21
TRUVADA	234	60	$578,694.46	$509,073.56	$69,108.32
ANORO ELLIPTA	1,043	212	$561,030.56	$498,645.13	$61,345.56
TRINTELLIX	1,284	238	$636,881.62	$494,413.60	$140,325.95
ELOCTATE	7	2	$488,907.49	$488,367.86	$525.00
SYMDEKO	16	3	$486,643.36	$484,659.92	$1,950.00
DESCOVY	216	30	$491,600.75	$480,392.72	$10,807.09
OXYCONTIN	699	89	$505,932.04	$478,841.84	$26,335.72
VASCEPA	1,186	267	$547,742.33	$473,517.50	$72,961.57
SPIRIVA RESPIMAT	807	218	$522,355.14	$473,213.03	$48,602.44
JANUMET	695	130	$502,280.57	$468,795.06	$32,604.35

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
ESBRIET	40	5	$466,330.53	$464,071.34	$2,244.85
EPCLUSA	19	8	$463,348.31	$461,883.60	$1,425.00
TOUJEO MAX 3ML PREFILLED PEN	400	110	$482,845.82	$459,283.09	$23,310.66
AFINITOR	29	9	$455,357.80	$453,838.97	$1,492.80
JANUMET XR	631	118	$470,619.04	$442,308.48	$27,260.89
ONE TOUCH ULTRA TEST STRIPS	2,590	930	$449,801.61	$441,134.51	$3,022.82
REBIF	23	4	$428,110.73	$424,704.53	$3,368.33
PULMOZYME	50	12	$431,028.51	$422,657.21	$8,266.80
AMBRISENTAN	39	6	$421,527.05	$419,892.26	$1,590.00
ATORVASTATIN CALCIUM	37,723	9,178	$877,813.63	$418,876.96	$410,003.43
XELJANZ	65	11	$422,736.47	$417,640.64	$5,037.30
VENLAFAXINE HCL	10,504	2,114	$595,041.09	$408,525.79	$167,023.90
GIVLAARI	5	1	$407,170.85	$406,785.40	$375.00
LO LOESTRIN FE	1,306	358	$413,730.99	$405,495.45	$5,324.88
PROLIA	346	215	$439,907.71	$402,537.68	$37,302.12
NINLARO	39	6	$398,916.66	$397,004.19	$1,890.02
TYMLOS	151	34	$419,036.30	$393,607.01	$25,260.18
ROSUVASTATIN CALCIUM	10,167	2,785	$528,557.93	$389,918.08	$124,913.72
ORENCIA CLICKJECT AUTOINJECTOR	66	11	$392,041.41	$387,002.23	$4,950.00
SIMPONI	42	7	$389,408.95	$379,217.00	$10,136.81
BRILINTA	745	159	$429,421.01	$373,625.48	$54,875.00
FORTEO	79	16	$377,936.04	$372,770.85	$5,124.32
EMGALITY	661	124	$462,984.74	$366,370.89	$95,266.43
ADEMPAS	34	3	$365,313.39	$364,050.56	$1,261.13
TEGSEDI	10	1	$363,301.30	$362,397.48	$903.32
SUTENT	28	4	$361,958.44	$359,011.60	$2,906.68
TASIGNA	19	3	$359,372.61	$357,557.92	$1,801.50
OPSUMIT	35	7	$355,934.08	$353,719.02	$2,156.19
RINVOQ	52	12	$345,686.62	$341,614.05	$4,006.73
TROKENDI XR	417	64	$393,184.81	$340,939.84	$51,426.03
ESTRADIOL	5,068	1,495	$436,747.78	$340,754.20	$86,539.90
LYNPARZA	27	6	$337,679.50	$336,620.00	$1,057.95
XULTOPHY 100/3.6	276	45	$346,071.07	$334,355.89	$11,217.30
BETASERON	32	4	$336,766.22	$333,503.42	$3,200.00
FREESTYLE LIBRE 14 DAY SENSOR	2,337	422	$342,240.85	$332,113.99	$5,089.04
PREGABALIN	4,378	867	$390,549.76	$331,095.77	$53,604.00
NORTHERA	17	3	$333,218.57	$330,973.70	$2,231.78
ADVAIR DISKUS 500/50	435	121	$343,777.63	$326,702.49	$16,428.03
TAGRISSO	22	4	$326,607.41	$325,271.09	$1,308.70
NASCOBAL	457	80	$346,618.70	$321,276.40	$24,360.00
VIIBRYD	924	196	$386,224.52	$318,458.39	$66,002.78
DULOXETINE HCL	11,657	2,296	$526,007.31	$314,244.12	$192,711.43
COMBIVENT RESPIMAT	637	194	$344,921.48	$310,729.47	$33,472.55
TRIUMEQ	86	10	$312,138.71	$307,837.88	$4,153.58
APOKYN	3	1	$306,885.00	$306,524.85	$360.00
ODEFSEY	97	10	$308,431.00	$304,095.93	$4,201.50
GAMMAGARD LIQUID	37	4	$306,350.11	$303,105.38	$3,216.26
TRADJENTA	447	93	$314,069.71	$293,800.27	$19,435.71
BYSTOLIC	1,440	287	$395,670.83	$291,804.47	$102,214.73
GLEEVEC	24	2	$293,242.42	$290,942.26	$2,250.00

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
HUMULIN R CONCENTRATED U-500 KWIKPEN	131	28	$301,781.62	$290,623.77	$10,970.05
HIZENTRA	53	4	$296,651.48	$289,269.44	$7,271.27
AIMOVIG 70MG	590	113	$363,117.63	$288,503.71	$73,421.41
DULERA	867	221	$336,576.02	$286,230.28	$49,186.81
METHYLPHENIDATE HCL	4,766	781	$355,308.24	$285,062.85	$59,754.02
XIIDRA	420	128	$312,681.57	$282,561.28	$29,475.09
ERLEADA	23	3	$279,939.76	$278,388.93	$1,515.00
CHANTIX CONTINUING MONTH BOX	566	227	$276,846.44	$275,712.91	$40.00
PRALUENT	408	55	$296,041.40	$275,620.85	$19,839.94
GAMUNEX-C	79	3	$273,255.84	$267,165.73	$5,925.00
FLOVENT HFA	1,103	545	$346,782.00	$266,869.26	$77,617.46
ENOXAPARIN SODIUM	448	255	$291,428.03	$264,195.35	$26,584.70
KORLYM	8	1	$262,603.60	$261,986.88	$600.00
KUVAN	28	3	$262,074.72	$259,916.20	$2,100.00
RADICAVA	23	2	$259,711.80	$258,817.04	$893.61
VIBERZI	160	36	$269,155.09	$258,691.61	$10,214.36
ZYTIGA	24	3	$258,997.53	$258,080.21	$916.02
KISQALI	19	2	$253,678.42	$252,213.71	$1,425.00
ABIRATERONE ACETATE	31	4	$252,318.70	$251,668.19	$640.80
XIGDUO XR	374	63	$272,388.93	$250,246.07	$21,456.33
GLYXAMBI	299	59	$271,224.06	$249,835.75	$20,752.40
PENTASA	172	40	$256,442.47	$246,900.34	$9,371.82
MEMANTINE HCL	2,502	380	$276,169.18	$246,235.85	$29,518.55
RYBELSUS	273	92	$270,629.43	$245,809.56	$24,293.33
ORENCIA PRE-FILLED SYRINGE	46	6	$252,423.05	$245,255.63	$7,071.28
BUDESONIDE	1,097	375	$261,948.87	$245,177.57	$20,390.48
DOXYCYCLINE HYCLATE	7,679	5,031	$354,962.13	$244,703.67	$97,009.99
SYMBICORT 80/4.5	732	285	$297,954.82	$244,514.45	$52,125.83
ONE TOUCH VERIO TEST STRIPS	2,487	965	$253,446.75	$241,795.77	$6,138.66
INGREZZA	39	4	$244,900.82	$241,486.85	$3,407.94
~Missing	4,776	2,612	$279,130.69	$240,304.95	$30,143.81
VYNDAMAX	4	1	$235,710.52	$235,310.32	$400.00
AIMOVIG 140MG	461	79	$301,924.47	$234,350.55	$66,597.83
ACTEMRA	37	8	$250,137.48	$232,852.50	$17,211.73
TESTOSTERONE	803	165	$244,796.33	$232,415.48	$11,093.56
NUPLAZID	40	5	$236,365.44	$232,316.53	$4,040.79
OCALIVA	33	4	$234,698.14	$232,154.17	$2,475.00
PRIVIGEN	32	4	$232,975.89	$231,711.63	$1,262.46
POTASSIUM CHLORIDE	12,279	2,997	$423,946.77	$228,773.75	$184,556.56
SOLIQUA 100/33	263	46	$242,922.38	$227,295.77	$15,166.25
ATOMOXETINE HYDROCHLORIDE	1,314	315	$252,828.13	$226,715.52	$22,942.29
OSELTAMIVIR PHOSPHATE	3,321	3,324	$282,514.33	$224,977.40	$50,335.62
LIVALO	509	109	$253,748.01	$220,006.64	$33,228.85
CHANTIX STARTING MONTH BOX	499	448	$217,653.73	$216,597.22	$40.00
GAMMAPLEX 10%	14	1	$215,332.30	$215,313.70	$17.90
INCRUSE ELLIPTA	538	121	$246,208.92	$215,060.95	$30,164.45
TACROLIMUS	806	210	$229,750.18	$214,554.67	$13,798.43
CHANTIX	406	188	$211,172.62	$210,287.05	$120.00
ARIPIPRAZOLE	3,801	797	$265,449.36	$209,078.17	$49,046.14
CALQUENCE	16	4	$208,986.78	$208,190.34	$785.34

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
APRISO	282	60	$216,000.05	$204,417.70	$11,024.41
CABOMETYX	8	5	$201,077.22	$200,629.14	$443.50
CELECOXIB	4,153	1,143	$272,942.74	$200,591.20	$67,409.96
BOSENTAN	22	2	$207,092.44	$199,184.53	$7,861.93
SIMVASTATIN	14,569	3,418	$244,928.71	$199,143.92	$31,486.26
AVONEX	11	3	$200,763.72	$198,639.81	$2,105.00
BYETTA	191	43	$206,762.56	$198,480.77	$8,012.46
GABAPENTIN	21,583	4,996	$456,805.68	$197,905.93	$230,109.62
EZETIMIBE	3,390	809	$266,754.31	$195,235.87	$68,461.08
ZENPEP	87	25	$198,250.74	$193,181.76	$4,950.01
PREMARIN VAGINAL	569	361	$230,080.02	$189,698.26	$39,590.98
LENVIMA	10	2	$190,046.30	$189,666.75	$379.05
ORKAMBI	9	1	$189,798.76	$189,104.95	$675.00
SEROSTIM	12	1	$189,867.45	$188,666.75	$1,200.00
BRAFTOVI	16	4	$187,430.55	$186,789.75	$640.00
REMICADE	26	4	$195,839.43	$185,859.03	$9,926.06
QVAR REDIHALER	822	292	$238,598.89	$185,772.17	$51,503.80
BUPROPION HCL XL	8,949	2,122	$375,072.51	$184,941.92	$171,988.77
MYCOPHENOLIC ACID	267	48	$185,897.22	$181,504.01	$3,898.80
TRULANCE	328	80	$195,793.01	$178,572.32	$17,098.90
HUMIRA PEN STARTER PACK	11	11	$179,258.83	$178,447.88	$790.00
UBRELVY	234	96	$202,133.53	$177,292.44	$24,375.46
HUMULIN 70/30	321	66	$194,168.00	$176,996.90	$16,858.95
ABSORICA	104	34	$189,948.63	$176,880.24	$12,846.85
TYVASO	9	1	$177,389.52	$176,695.71	$675.00
DALFAMPRIDINE	61	14	$179,747.79	$175,641.50	$4,029.10
JYNARQUE 60/30	12	1	$172,924.09	$171,999.01	$900.00
VERZENIO	15	7	$172,543.99	$171,691.94	$838.96
MEKTOVI	15	3	$172,197.79	$171,688.76	$508.28
ELMIRON	133	36	$182,682.45	$170,887.08	$11,590.54
DEXCOM G6 TRANSMITTER	715	246	$171,799.16	$170,014.52	$250.48
INVEGA SUSTENNA	97	19	$179,533.54	$169,494.56	$9,800.00
NUCALA	60	7	$179,165.19	$168,738.56	$10,350.19
HUMULIN R CONCENTRATED U-500	59	12	$170,374.84	$167,836.36	$2,437.26
OMNIPOD CLASSIC PODS (GEN 3)	91	26	$174,459.37	$167,819.12	$6,507.18
HUMULIN 70/30 KWIKPEN	160	32	$174,588.21	$167,218.72	$7,218.19
TIVICAY	96	14	$222,627.40	$165,975.68	$56,479.24
PLEGRIDY PEN	20	2	$170,941.82	$165,175.36	$5,724.66
DEXILANT	607	124	$246,771.08	$165,068.32	$80,663.94
LUMIGAN	615	148	$204,865.54	$162,556.61	$41,954.45
ARALAST NP	13	1	$162,978.04	$161,975.87	$975.00
PREZCOBIX	70	8	$166,940.32	$158,439.64	$8,350.00
HYDROXYCHLOROQUINE SULFATE	3,035	769	$214,502.96	$157,186.01	$52,802.74
ADVAIR DISKUS 100/50	383	134	$172,030.00	$157,137.34	$14,239.28
ETONOGESTREL-ETHINYL ESTRADIOL	626	215	$158,725.11	$155,518.25	$1,645.88
ESOMEPRAZOLE MAGNESIUM	3,340	800	$220,824.77	$153,506.97	$62,095.81
ACTEMRA ACTPEN	41	6	$156,088.48	$152,904.83	$3,100.00
INVOKAMET	241	38	$163,327.05	$151,445.54	$11,566.79
SUCRAID	13	2	$151,417.69	$150,415.52	$975.00
STIOLTO RESPIMAT	336	75	$167,744.76	$150,349.74	$17,283.83

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
BEXAROTENE	14	2	$150,247.35	$149,165.29	$1,050.00
SILDENAFIL	1,860	527	$177,283.59	$148,980.29	$25,496.44
CLOBETASOL PROPIONATE	2,733	1,533	$185,111.58	$148,266.29	$32,571.17
PIQRAY 300MG DAILY DOSE	9	3	$148,779.48	$148,122.71	$640.00

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Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
HUMIRA	1,301	290	$17,394,961.70	$17,133,247.58	$259,637.35
STELARA	298	69	$6,478,367.26	$6,408,376.64	$69,465.62
TRULICITY	5,120	914	$6,385,289.07	$6,142,394.82	$234,592.37
ELIQUIS	9,727	1,798	$6,705,809.14	$6,096,023.96	$604,322.61
ENBREL	423	97	$4,897,217.21	$4,838,758.54	$57,891.91
REVLIMID	260	36	$4,421,123.32	$4,407,946.98	$12,942.11
HUMALOG KWIKPEN	3,432	974	$3,620,765.08	$3,437,131.32	$178,777.07
JANUVIA	4,319	885	$3,556,447.03	$3,337,923.88	$213,716.30
ACTIMMUNE	10	1	$3,074,012.00	$3,073,241.10	$750.00
OTEZLA	472	105	$3,026,388.06	$2,937,351.99	$88,281.25
XARELTO	4,229	814	$3,216,863.13	$2,934,730.62	$278,964.09
OZEMPIC 1 MG DOSES	2,254	498	$3,005,118.38	$2,896,224.55	$105,239.69
TRIKAFTA	108	13	$2,752,769.23	$2,735,338.59	$17,191.32
FARXIGA	3,267	731	$2,894,598.87	$2,720,471.84	$170,302.08
LANTUS SOLOSTAR PEN	4,812	1,123	$2,986,373.66	$2,707,399.17	$273,486.43
JARDIANCE	2,894	739	$2,734,237.37	$2,591,191.81	$137,013.56
OZEMPIC 0.25 MG OR 0.5 MG DOSES	2,517	634	$2,584,953.00	$2,481,102.85	$99,361.18
DUPIXENT	561	90	$2,450,847.47	$2,377,579.70	$72,299.80
TALTZ	287	46	$2,327,000.83	$2,280,488.15	$45,974.33
HUMALOG	1,728	445	$2,391,904.18	$2,273,081.06	$115,986.49
IBRANCE	172	19	$2,170,883.88	$2,156,832.64	$13,873.22
INVOKANA	2,470	473	$2,263,940.95	$2,136,447.01	$124,383.05
SKYRIZI	123	38	$2,089,715.42	$2,052,660.22	$36,829.07
TREMFYA	152	42	$1,824,801.32	$1,798,796.11	$25,702.87
GILENYA	117	19	$1,731,264.52	$1,716,529.12	$14,498.81
XELJANZ XR	178	46	$1,703,351.87	$1,672,872.14	$30,209.71
IMBRUVICA	111	12	$1,339,031.11	$1,327,780.62	$11,134.92
LATUDA	848	171	$1,353,697.28	$1,302,436.46	$49,452.04
XOLAIR	388	44	$1,334,820.73	$1,286,235.79	$47,869.70
JAKAFI	80	12	$1,288,507.16	$1,282,707.48	$5,700.14
SPRYCEL	74	10	$1,273,736.89	$1,266,709.55	$6,893.76
AUBAGIO	112	18	$1,260,548.84	$1,245,354.57	$15,018.67
TRESIBA FLEXTOUCH PEN	1,270	303	$1,268,855.72	$1,206,085.06	$59,973.25
LANTUS	1,633	367	$1,294,357.71	$1,204,035.44	$88,776.48
MYRBETRIQ	2,259	444	$1,280,371.63	$1,157,336.86	$121,815.50
OFEV	91	15	$1,156,706.48	$1,152,800.76	$3,892.61
COSENTYX	154	21	$1,158,881.75	$1,143,123.95	$15,520.60
CREON	486	115	$1,150,482.59	$1,124,942.77	$25,059.41
BIKTARVY	327	49	$1,343,592.17	$1,110,866.80	$232,032.87
SYMBICORT 160/4.5	2,506	707	$1,261,439.21	$1,108,760.57	$149,334.10
INLYTA	67	6	$1,055,055.62	$1,051,241.57	$3,743.38
TECFIDERA	89	31	$1,083,061.63	$1,049,425.97	$33,494.53
ADYNOVATE	22	1	$1,045,714.03	$1,044,018.05	$1,650.00
TRELEGY ELLIPTA	1,515	335	$1,145,314.64	$1,032,236.99	$111,299.17
AVONEX PEN	63	12	$1,039,908.01	$1,023,938.49	$15,879.67
DEXCOM G6 SENSOR	1,727	360	$995,724.29	$990,802.58	$1,102.01

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
COPAXONE	112	26	$995,546.69	$985,481.60	$9,930.29
XIFAXAN	351	165	$970,011.36	$951,441.90	$18,084.69
SAXENDA	757	210	$1,037,285.31	$938,676.73	$96,880.78
ENTRESTO	1,158	222	$998,523.39	$912,875.89	$84,509.08
LINZESS	1,389	441	$993,401.09	$903,735.22	$87,365.76
VYVANSE	2,937	497	$1,041,434.72	$887,082.86	$147,923.53
BYDUREON BCISE	873	159	$915,921.02	$877,870.10	$37,005.27
RESTASIS	947	407	$937,482.63	$869,884.59	$66,775.67
RINVOQ	108	20	$881,169.99	$868,916.70	$12,142.15
ENBREL MINI	72	18	$869,095.12	$852,213.66	$16,804.76
CABOMETYX	27	7	$852,154.01	$850,569.65	$1,568.73
XTANDI	77	12	$841,912.15	$837,957.17	$3,892.69
IMATINIB MESYLATE	86	18	$844,677.69	$834,714.91	$9,905.44
TOUJEO 1.5ML PREFILLED PEN	1,167	229	$885,855.21	$824,885.76	$60,039.54
REXULTI	640	119	$890,776.45	$815,912.81	$73,636.98
VICTOZA	708	114	$857,198.54	$815,482.47	$41,532.07
VRAYLAR	611	147	$891,454.02	$810,321.98	$79,724.07
REPATHA	1,320	215	$883,627.12	$801,972.30	$80,397.21
TADALAFIL	1,440	365	$817,833.39	$784,559.73	$31,180.48
POMALYST	41	8	$777,221.39	$775,599.63	$1,609.41
RYBELSUS	717	188	$803,801.75	$774,316.83	$28,231.41
UBRELVY	971	243	$879,790.24	$767,340.18	$110,443.29
BREO ELLIPTA	1,728	438	$858,685.22	$759,015.19	$97,428.38
NORDITROPIN FLEXPRO	109	20	$777,340.73	$754,628.26	$22,474.46
VIMPAT	528	70	$777,639.71	$746,980.39	$29,923.77
VERZENIO	72	14	$728,563.36	$720,974.56	$7,469.16
MESALAMINE	743	182	$688,419.24	$672,267.26	$15,029.76
ERLEADA	46	6	$670,673.69	$667,764.02	$2,879.15
EPCLUSA	27	10	$655,622.44	$653,874.37	$1,710.00
ADVAIR DISKUS 250/50	1,169	403	$700,191.65	$652,343.63	$46,131.23
LYNPARZA	58	8	$638,074.76	$634,635.74	$3,368.74
NURTEC ODT	697	176	$700,124.61	$621,295.55	$77,461.23
CIMZIA	56	14	$639,839.21	$619,044.68	$20,674.09
VENCLEXTA	58	14	$617,477.85	$614,493.44	$2,928.12
HEMLIBRA	10	1	$611,444.11	$610,673.21	$750.00
OPSUMIT	59	6	$614,615.77	$609,240.74	$5,280.28
TASIGNA	27	4	$607,607.27	$604,649.80	$2,913.96
SHINGRIX	3,347	2,484	$606,601.54	$599,808.56	$0.00
ORENCIA CLICKJECT AUTOINJECTOR	93	13	$584,741.36	$577,128.60	$7,471.91
DIMETHYL FUMARATE	74	24	$581,955.19	$576,646.15	$5,192.60
ADDERALL XR	2,561	696	$629,701.24	$575,778.76	$48,378.08
PFIZER-BIONTECH COVID-19 VACCINE	15,458	9,747	$633,652.43	$563,404.21	$0.00
GENOTROPIN	68	10	$568,236.36	$559,840.84	$8,250.00
TOUJEO MAX 3ML PREFILLED PEN	434	130	$580,506.35	$550,939.52	$29,228.18
EMGALITY	753	134	$596,127.44	$539,263.48	$55,335.89
GENVOYA	177	21	$675,946.33	$524,243.04	$151,327.23
CALQUENCE	35	6	$523,370.98	$521,330.08	$2,006.80
TRINTELLIX	1,268	224	$656,704.59	$517,277.47	$137,242.42
HUMALOG MIX 75/25 KWIKPEN	431	84	$537,189.79	$512,281.88	$24,470.55
WEGOVY	390	173	$522,252.42	$503,047.26	$18,320.74

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
ABIRATERONE ACETATE	73	8	$485,267.93	$481,757.14	$3,423.00
ACTHAR	12	1	$470,745.62	$469,818.45	$900.00
ANORO ELLIPTA	897	218	$519,545.07	$469,148.30	$49,622.00
ESBRIET	42	6	$469,288.34	$467,238.22	$2,041.90
ATORVASTATIN CALCIUM	37,910	9,607	$945,873.71	$466,578.42	$429,925.93
PROMACTA	41	8	$469,357.94	$465,221.78	$4,089.23
SPIRIVA RESPIMAT	768	213	$507,840.10	$463,456.70	$43,748.76
LEVEMIR FLEXTOUCH	617	162	$488,898.11	$456,684.47	$30,938.14
SPIRIVA HANDIHALER	743	187	$496,452.79	$455,821.23	$40,323.36
JANUMET	599	128	$475,979.24	$446,229.31	$28,943.32
PROLIA	366	230	$485,936.72	$445,672.23	$40,199.31
MODERNA COVID-19 VACCINE	13,127	8,086	$489,143.97	$434,710.74	$0.00
METFORMIN HCL	23,230	6,665	$714,478.82	$432,282.43	$244,635.03
DESCOVY	178	36	$469,291.70	$431,185.89	$37,732.21
OXYCONTIN	667	69	$449,701.09	$426,573.33	$22,574.42
JANUMET XR	543	118	$442,300.65	$415,672.92	$25,754.06
ROSUVASTATIN CALCIUM	10,946	3,187	$561,314.00	$407,966.48	$138,423.71
TAGRISSO	25	2	$408,880.52	$407,318.43	$1,536.36
TEGSEDI	11	1	$405,841.65	$404,827.04	$1,014.06
SIMPONI	40	8	$410,518.63	$400,312.18	$10,150.00
QINLOCK	9	1	$393,420.69	$392,891.03	$519.01
FREESTYLE LIBRE 14 DAY SENSOR	2,581	479	$397,522.03	$389,609.84	$2,254.94
VASCEPA	940	220	$440,391.05	$384,162.25	$55,223.72
ONE TOUCH ULTRA TEST STRIPS	2,168	778	$389,987.03	$382,901.80	$2,181.76
AMBRISENTAN	39	5	$383,248.74	$380,802.43	$2,375.00
VENLAFAXINE HCL	10,191	2,085	$566,920.52	$379,636.65	$167,812.08
ALPROLIX	22	1	$376,647.69	$374,951.71	$1,650.00
KORLYM	11	1	$375,737.71	$374,889.72	$825.00
TYMLOS	133	27	$396,843.46	$373,270.01	$23,385.33
BRILINTA	648	154	$399,940.35	$348,805.58	$50,266.81
ESTRADIOL	4,881	1,631	$440,395.14	$340,839.85	$90,288.21
XIIDRA	433	161	$378,233.75	$339,253.53	$38,318.69
TROKENDI XR	333	57	$377,654.56	$332,458.77	$44,537.58
PULMOZYME	47	10	$342,750.02	$332,201.34	$10,450.45
HUMULIN R CONCENTRATED U-500 KWIKPEN	148	25	$337,854.05	$328,385.34	$9,294.88
BETASERON	25	4	$331,145.71	$327,970.84	$3,125.00
REBIF	24	3	$328,664.15	$326,333.94	$2,301.13
SYMDEKO	10	2	$316,885.85	$315,814.95	$1,050.00
AFINITOR	25	4	$319,494.09	$315,219.33	$4,249.03
VUMERITY	20	7	$316,598.68	$311,583.26	$4,981.78
VIIBRYD	777	171	$366,052.14	$311,245.58	$53,310.19
XELJANZ	52	10	$311,980.28	$308,906.56	$3,040.86
METHYLPHENIDATE HCL	5,113	834	$387,623.87	$305,853.06	$70,063.65
ADVAIR DISKUS 500/50	402	131	$320,704.72	$304,790.64	$15,260.72
XIGDUO XR	366	78	$325,141.20	$304,600.29	$19,856.86
ORENCIA PRE-FILLED SYRINGE	49	6	$303,744.85	$299,452.84	$4,210.00
AIMOVIG 140MG	465	85	$350,080.10	$298,824.43	$50,257.50
DULERA	879	223	$344,881.47	$295,486.74	$48,166.49
OCALIVA	40	6	$298,127.30	$295,155.32	$2,891.10
ALBUTEROL SULFATE HFA	8,478	4,996	$422,857.91	$294,521.91	$111,666.65

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
OXERVATE	12	2	$294,029.42	$293,438.72	$580.24
VIBERZI	149	38	$296,627.89	$287,124.60	$9,274.10
RADICAVA	25	2	$286,370.55	$285,404.36	$964.94
COMBIVENT RESPIMAT	539	170	$309,549.26	$280,844.12	$28,143.64
XYWAV	21	3	$282,254.82	$280,634.23	$1,575.00
XULTOPHY 100/3.6	207	41	$292,614.72	$280,479.72	$11,757.29
HUMIRA PEN STARTER PACK	17	17	$279,135.15	$271,849.13	$7,250.83
DULOXETINE HCL	11,065	2,306	$476,949.66	$265,985.44	$192,735.81
TYVASO	15	2	$265,663.29	$264,581.94	$1,050.00
XYREM	15	2	$263,623.33	$262,466.98	$1,125.00
EVEROLIMUS	62	10	$260,041.24	$259,090.44	$825.00
TRIUMEQ	71	8	$264,879.74	$258,263.26	$6,488.34
ONE TOUCH VERIO TEST STRIPS	2,532	976	$265,367.58	$256,221.36	$3,379.70
BUDESONIDE	1,093	441	$274,655.82	$254,886.87	$20,556.68
EVRYSDI	11	1	$250,691.37	$249,843.38	$825.00
AIMOVIG 70MG	466	88	$312,374.72	$249,805.15	$61,627.58
FLOVENT HFA	1,031	541	$325,637.91	$246,775.63	$76,612.55
NORTHERA	14	2	$245,521.10	$244,263.10	$1,247.10
NUCALA	69	10	$252,878.18	$243,745.10	$9,042.54
UPTRAVI	12	1	$241,259.44	$240,597.70	$638.70
GLYXAMBI	253	56	$254,192.64	$240,162.93	$13,457.88
ODEFSEY	72	9	$287,753.54	$237,573.37	$50,086.56
TERIPARATIDE	75	16	$240,117.24	$236,365.57	$3,741.30
ZENPEP	135	31	$241,087.99	$234,937.71	$5,974.72
CELECOXIB	4,464	1,293	$311,712.85	$234,720.03	$71,685.79
DEXCOM G6 TRANSMITTER	987	355	$234,753.85	$232,287.40	$239.62
SYMBICORT 80/4.5	644	231	$275,481.37	$231,314.05	$43,062.72
ADEMPAS	20	3	$231,954.55	$231,024.49	$919.20
T:SLIM X2 INSULIN PUMP - CONTROL	25	25	$233,464.68	$230,559.03	$2,850.00
OMNIPOD DASH PODS (GEN4)	170	40	$240,727.29	$229,434.03	$10,960.00
LIVALO	523	113	$263,932.17	$228,694.48	$34,731.26
FORTEO	45	9	$233,856.80	$228,682.02	$5,116.38
NUPLAZID	35	6	$230,199.58	$226,495.76	$3,701.87
BYSTOLIC	1,098	249	$300,607.75	$226,420.72	$73,044.05
PIQRAY 300MG DAILY DOSE	13	4	$225,408.36	$224,665.47	$730.00
GAMMAPLEX 10%	15	1	$224,590.30	$224,580.35	$9.20
~Missing	11,786	4,636	$342,439.57	$224,477.49	$99,345.66
MEMANTINE HCL	2,458	381	$254,770.98	$224,228.45	$30,110.70
PENTASA	160	34	$232,575.63	$223,699.32	$8,731.81
ATOMOXETINE HYDROCHLORIDE	1,324	354	$248,970.87	$222,581.25	$23,127.84
NINLARO	21	4	$222,898.23	$221,575.46	$1,295.00
TESTOSTERONE	740	174	$231,245.31	$219,650.01	$10,446.15
INGREZZA	32	4	$219,634.17	$216,662.43	$2,970.14
EZETIMIBE	3,519	897	$287,500.11	$210,212.45	$74,002.08
TRUVADA	76	33	$223,521.88	$207,979.54	$15,382.90
POTASSIUM CHLORIDE	11,024	2,805	$385,191.07	$206,933.85	$168,381.90
JYNARQUE 45/15	13	1	$205,493.08	$204,490.91	$975.00
JYNARQUE 60/30	13	1	$203,389.54	$202,385.28	$975.00
SOLIQUA 100/33	207	42	$212,455.11	$201,470.54	$10,647.23
SIMVASTATIN	12,651	3,079	$240,946.07	$199,546.29	$29,252.98

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
BUPROPION HCL XL	9,341	2,385	$403,000.18	$198,886.41	$184,662.87
PREGABALIN	4,555	967	$259,900.73	$196,767.40	$56,999.18
TRULANCE	308	80	$214,257.90	$196,603.39	$17,427.83
REMICADE	33	7	$199,187.73	$194,909.88	$4,215.00
VYNDAMAX	4	2	$194,405.50	$194,026.56	$375.00
AJOVY	307	63	$226,497.45	$193,886.91	$32,040.05
TACROLIMUS	785	249	$208,784.33	$192,540.03	$14,879.70
ERIVEDGE	23	3	$188,170.49	$186,939.60	$1,213.42
NASCOBAL	218	72	$202,038.22	$186,896.64	$14,638.28
EPINEPHRINE	539	515	$195,360.20	$183,883.14	$10,377.53
STIVARGA	10	3	$184,437.93	$183,703.97	$715.00
APOKYN	3	1	$183,624.77	$183,424.52	$200.00
HYDROXYCHLOROQUINE SULFATE	3,042	823	$239,343.54	$181,393.46	$53,344.26
APRISO	207	47	$190,522.74	$181,338.10	$8,711.03
BOSULIF	5	1	$181,386.73	$181,103.20	$283.28
HUMULIN 70/30 KWIKPEN	175	34	$186,185.97	$178,907.55	$7,062.26
GABAPENTIN	20,240	4,986	$430,915.46	$178,881.92	$224,725.44
DILTIAZEM HCL	5,156	1,222	$278,786.94	$177,211.92	$97,127.43
BYETTA	150	33	$183,317.94	$176,535.82	$6,586.24
DEXILANT	568	125	$248,536.88	$173,275.18	$74,345.01
BRIVIACT	139	16	$186,056.44	$172,687.94	$13,202.28
STIOLTO RESPIMAT	385	87	$190,590.35	$172,442.67	$17,955.22
PREMARIN VAGINAL	508	323	$206,325.91	$170,673.03	$34,886.82
BRAFTOVI	12	2	$171,133.47	$170,573.21	$559.66
ESOMEPRAZOLE MAGNESIUM	3,032	786	$235,161.62	$170,399.36	$59,984.29
ACTEMRA	29	6	$186,531.69	$170,032.55	$16,440.57
FOTIVDA	7	3	$169,205.46	$168,870.43	$330.60
ALBUTEROL SULFATE	5,728	3,586	$245,267.40	$167,631.29	$65,572.48
MEKTOVI	12	2	$167,904.46	$167,375.94	$527.92
HUMULIN R CONCENTRATED U-500	56	8	$167,681.03	$165,207.53	$2,375.16
LUMIGAN	580	150	$201,356.31	$164,746.68	$36,298.89
PRIVIGEN	33	2	$165,760.10	$164,501.06	$1,256.69
LORBRENA	12	2	$164,693.72	$164,086.96	$596.30
SANDOSTATIN LAR DEPOT	16	3	$165,535.24	$163,999.06	$1,525.18
FASENRA PEN	32	8	$166,015.33	$162,093.41	$3,870.00
CAPECITABINE	87	16	$167,587.81	$161,737.09	$5,663.79
EPIDIOLEX	55	6	$165,324.46	$161,084.51	$4,125.00
ARALAST NP	13	1	$161,336.10	$160,332.23	$975.00
AVONEX	16	3	$161,767.69	$160,267.10	$1,477.49
ADVAIR DISKUS 100/50	364	130	$173,130.70	$160,203.07	$12,357.32
KUVAN	20	1	$161,228.80	$159,687.00	$1,500.00
BREZTRI AEROSPHERE	262	101	$180,746.04	$158,073.87	$22,323.82
MULTAQ	155	39	$182,822.96	$157,784.61	$24,938.73
METOPROLOL SUCCINATE	16,896	4,003	$498,184.90	$156,313.83	$321,279.09
QVAR REDIHALER	600	226	$192,313.96	$155,276.97	$36,097.66
ICOSAPENT ETHYL	395	124	$162,090.20	$154,954.44	$6,718.39
ENOXAPARIN SODIUM	495	302	$181,097.03	$154,220.35	$26,039.87
MYCOPHENOLIC ACID	265	52	$158,162.13	$153,691.58	$3,942.20
INCRUSE ELLIPTA	363	84	$167,968.78	$149,407.66	$18,029.43
CLOBETASOL PROPIONATE	2,873	1,661	$185,637.51	$147,804.88	$33,172.33

Product Name	Scripts Rx	Patients Rx	Allowed Amount Rx	Net Pay Rx	Out of Pocket Rx
PLEGRIDY PEN	12	2	$155,548.16	$147,170.08	$8,367.28
BLINCYTO	8	1	$145,229.57	$144,612.85	$600.00
HYDROCODONE BITARTRATE-ACETAMINOPHEN	19,313	8,699	$297,655.67	$144,258.22	$123,275.37
PRAVASTATIN SODIUM	8,081	1,991	$165,001.07	$144,098.72	$12,480.48

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2023 Member Pharmacy Cost Transparency Services RFP
May 3, 2022

These responses are provided by MCHCP to additional questions received from potential bidders for the 2023 Member Pharmacy Cost Transparency Services RFP.

Pricing		Response
1	The instructions in the Member Pharmacy Cost Transparency Services Pricing table asks bidders to submit pricing with rewards included in the PMPM but separately reimbursed by MCHCP. The table does not allow for a response of N/A, we are unclear how we should respond. Would indicating the same PMPM in both boxes and providing an attachment in the reference files from vendor section that clarifies our bid be appropriate?	You may provide any pricing clarifications in your response to Q9.1 of the Member Pharmacy Cost Transparency Services Questionnaire.

Questionnaire		Response
1	Question 2.8 asks bidders to provide a brief summary of financial data and ratings for our organization, including the date of rating. No ratings are available. Will MCHCP please provide guidance as to what we should input in the date of rating field? The response must be formatted as mm/yyyy.	You may upload a document to the Reference Files from Vendor section that provides an explanation.

Missouri Consolidated Health Care Plan
Response to Vendor Question
2023 Member Pharmacy Cost Transparency Services RFP
May 4, 2022

This response is provided by MCHCP to an additional question received from a potential bidder for the 2023 Member Pharmacy Cost Transparency Services RFP.

	Questionnaire	Response
1	To be sure we are understanding your response regarding Q2.8, will you please confirm that it is acceptable for the "date of rating" field to remain blank and that DirectPath will allow us to submit a response box left unanswered?	Yes, you may leave the date response blank, and the system will allow you to submit your questionnaire with an unaswered question.

Missouri Consolidated Health Care Plan
Response to Vendor Question
2023 Member Pharmacy Cost Transparency Services RFP
May 5, 2022

This response is provided by MCHCP to an additional question received from a potential bidder for the 2023 Member Pharmacy Cost Transparency Services RFP.

	Questionnaire	Response
1	Would MCHCP prefer to have Exhibits A-3, A-7 and A-8 submitted as unsigned Word documents with tracked changes or as signed .pdfs showing tracked changes?	Exhibit A-3 should be signed; Exhibits A-7 and A-8 do not need to be signed and Word documents with tracked changes are preferred.