1 Introduction and Instructions

1.1 **Introduction**

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 88,000 members (lives). An additional 1,700 non-state local government members are covered through their public entity employer.

This document constitutes a request for sealed proposals from qualified organizations to provide an audit of claims from MCHCP's contracted Pharmacy Benefit Manager (PBM), Express Scripts.

Contracting Intentions

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

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 other non-state local government entities that have elected to be covered through their public entity employer. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.
- MCHCP contracts with Express Scripts as its pharmacy benefit manager for state and public entity members covering more than 90,000 lives. In 2025, MCHCP members had nearly 1.5 million scripts totaling over $400 million in payments (prior to rebates).
- Express Scripts has been the PBM for MCHCP since 2002. The contract applicable for the time period of this audit was effective January 1, 2022, and expires December 31, 2026. A new contract has recently been awarded to Express Scripts that is effective January 1, 2027.
- MCHCP has two separate prescription drug plans - one for the non-Medicare population (i.e., commercial population) and the Employer Group Waiver Plan (EGWP) Medicare prescription drug plan.
- MCHCP has three plan designs. In general, PPO plan members pay fixed copayments for prescriptions obtained from a network pharmacy. Health Savings Account (HSA) Plan members pay a percentage of the allowed amount after meeting the deductible. EGWP plan members have a plan design that is modeled after the commercial PPO Plan.
- MCHCP's latest audit of Express Scripts was performed by PillarRx Consulting, LLC. Claims were audited for the time period of January 1-December 31, 2023. Rebates were audited for the time period January 1-June 30, 2023.

Assumptions and Considerations

Your proposal must be submitted using the Proposal Tech online submission tool no later than **Friday, December 4, 2026, 5:00 p.m. CT, 6:00 p.m. ET**. 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 Proposal Tech. Any questions concerning the content of the RFP should be submitted via the Ask Question feature in the left-hand menu.

1.2 **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 April 1, 2027. 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	Wednesday, November 4, 2026
Electronic Intent to Bid Due	Thursday, November 12, 2026
Question Submission Deadline	Thursday, November 12, 2026
MCHCP Responses to Submitted Questions	Friday, November 20, 2026
Proposals Due	Friday, December 4, 2026, 5 p.m. CT (6 p.m. ET)
Final Vendor Selection	Late January, 2027
Contract Effective Date	Upon signature

Questions

During this bidding opportunity, MCHCP will be using the Proposal Tech application to post official answers to questions from bidders. The messaging system will be used for 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 Proposal Tech messaging 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 **Ask Question** feature of the Proposal Tech application by **Thursday, November 12, 2026**. Questions received after November 12 will be answered and posted on Proposal Tech as time permits, but there is no guarantee of a response to these questions.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. MCHCP will provide a summary of all questions and answers by **Friday, November 20, 2026.**

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 5:00 p.m. CT (6:00 p.m. ET), December 4, 2026. 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

Financial Proposal	500 points
Non-Financial Proposal	500 points
	1,000 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.

Pricing

The bidder must provide a firm, fixed pricing arrangement for the services requested in this RFP. It is expected that the total charge will be broken down to reflect specific costs associated with each aspect of the audit, as outlined in Exhibit B - Scope of Work.

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 audit 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.

Using Proposal Tech

The MCHCP PBM Claim Audit RFP 2027 contains 2 broad categories of items that you will need to work on via the Proposal Tech application:

1. Items Requiring a Response:
    a. Pricing Form (e.g., PBM Claim Audit Pricing) is an online input form to collect your pricing proposal as requested by MCHCP.
    b. Questionnaires (e.g., PBM Claim Audit Questionnaire) are also online forms to collect your responses to questions about your capabilities.
    c. Response Documents (e.g., Exhibit A-1 Proposed Bidder Modifications) are attachment files (e.g., MS Word or Excel) that are posted to the Proposal Tech website. They should be downloaded, completed and/or signed by your organization, and uploaded to their placeholder in the RFP.
2. Reference Documents from MCHCP:
    a. Documents (e.g., Exhibit B - Scope of Work) that you should download and read completely before submitting your RFP response.

Note that as you use the Proposal Tech application to respond to this RFP, a training video is available at http://www.proposaltech.com/help/docs/response_training_798x599.htm. For help with data entry and navigation throughout the application, contact the Proposal Tech staff:

- Phone: 877-211-8316
- Email: support@proposaltech.com

Responding to Questionnaires

We have posted two questionnaires for your response:

- PBM Claim Audit Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to Proposal Tech by **Friday, December 4, 2026, 5:00 p.m. CT (6:00 p.m. ET).**

The questionnaires can be accessed via the Table of Contents in the left-hand menu of the RFP. This page contains all the items you and your team are required to access and respond to.

Completing Response Documents

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

- Exhibit A-1 - Proposed Bidder Modifications (due 5:00 p.m. CT, December 4, 2026)
- Exhibit A-2 - Confirmation Document (due 5:00 p.m. CT, December 4, 2026)
- Exhibit A-3 - Contractor Certification (due 5:00 p.m. CT, December 4, 2026)

The following 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-4 - Sample MCHCP Contract (due 5:00 p.m. CT, December 4, 2026)
- Exhibit A-5 - MCHCP Business Associate Agreement (due 5:00 p.m. CT, December 4, 2026)

Pricing

The financial worksheet may be accessed in Section 4 - Pricing. The Pricing contains a worksheet to collect fee quotations based on the services requested in this RFP.

The final bid deadline is Friday, December 4, 2026, 5:00 p.m. CT (6:00 p.m. ET). Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

Quotes should assume:

- Contract effective upon signature

- Proposed prices shall be firm and are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed pricing worksheet instructions.

Submitting Bids

The pricing function allows you to work on a bid submission in draft form. You can enter your responses and *Save* without submitting your proposal to Proposal Tech. Save frequently to avoid losing work. When you have finished entering your rates and then save, you'll be able to review the calculations. If you have missed any required fields, you will not be allowed to *Submit* your bid.

Once you have submitted your bid, you can make adjustments at any time up until the bids are due by clicking the UnPost option in the left-hand menu. You will be able to update any RFP responses.

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 form 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, but all fields must ultimately be completed to submit your bid.
- You will be able to view your final rate submission prior to submitting to Proposal Tech.
- If your data is accurate and complete, click on Post Answers to submit your bid to Proposal Tech.
- 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.
- 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 an hour of no activity.

RFP Checklist

Prior to the December 4, 2026, close date, please be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	PBM Claim Audit Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	PBM Claim Audit Pricing
Response	Exhibit A-1 Proposed Bidder Modifications.docx
Response	Exhibit A-2 Confirmation Document.docx
Response	Exhibit A-3 Contractor Certification.docx
Response	Exhibit A-4 Sample Contract.docx
Response	Exhibit A-5 Business Associate Agreement.docx
Reference	Exhibit B - Scope of Work.docx
Reference	Exhibit C - General Provisions.docx

Contact Information

All questions regarding this document and the selection process must be submitted through the Ask Question feature in the left-hand menu of the Proposal Tech application by **November 12, 2026.**

For technical questions related to the use of Proposal Tech, please contact the Proposal Tech customer support team at support@proposaltech.com, or call the Customer Support Line at 1-877-211-8316 x84.

2 Mandatory Contract Provisions Questionnaire

2.1 Mandatory Contract Provisions

Bidders are expected to read the Mandatory Contract Provisions closely. 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 200 word limit on all textual responses.
MCHCP expects that you will provide all explanations within the parameters of this questionnaire.
2.1.1 Term of Contract: The term of this Contract is for a period not to exceed one year from the date of the award or until the final audit report is issued. The submitted price for the contract is a firm, fixed price. All prices are subject to best and final offer which may result from subsequent negotiation.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.2 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.3 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.4 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.5 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.).

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.6 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.7 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

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

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.9 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.10 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.11 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.12 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.13 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.14 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.15 Payment: Contractor shall be paid 25 percent upon completion of 50 percent of the audit, 25 percent upon completion of 75 percent of the audit, and the remaining 50 percent upon final approval of the audit by the MCHCP Board of Trustees.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.16 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.17 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.18 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

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

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.20 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.21 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.22 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.23 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.24 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.25 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 2.1.22, 2.1.23, and 2.1.24 above.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.26 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.27 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.28 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.29 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.30 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.31 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.32 Financial Record Audit and Retention: Audit Company shall make the audit documentation, including, but not limited to, all work papers and reports ("audit documentation"), available upon request to MCHCP and to representatives of federal and state agencies providing direct or indirect funding or for law enforcement purposes. Audit Company agrees to retain the audit documentation for this engagement for a period of seven years, unless Audit Company is notified in writing by MCHCP to extend the retention period. In addition, any audit documentation that is subject to litigation shall be kept for one year following termination of litigation including all appeals, if the litigation exceeds seven years.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.33 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.34 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.35 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.36 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.37 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.38 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.39 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.40 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.41 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.42 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.43 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.44 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.45 Insurance and Liability: Audit Company shall also have professional malpractice insurance of at least two million dollars ($2,000,000).

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.46 Change in Laws: Contractor agrees that any state and/or federal laws and applicable rules and regulation enacted during the terms of the contract which are deemed by MCHCP to 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.47 No Implied Authority: The authority delegated to Contractor 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 Audit Company any authority related to this Contract except as authorized in writing by MCHCP. Contractor may not rely upon implied authority, and specifically is not delegated authority under this Contract to: (1) Make public policy; (2) Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or (3) 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 in this Contract.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

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

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

2.1.49 Audit Company bound by MCHCP's Duties: In carrying out MCHCP's mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and Audit Company expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

3 PBM Claim Audit Questionnaire

MCHCP requires you provide concise responses to questions requiring explanation. Please note there is a 200 word limit on all textual responses.
MCHCP expects you to provide all explanations within the parameters of the questionnaire.

3.1 Proprietary Statement

3.1.1 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, 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.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

3.2 Vendor Profile

3.2.1 Provide the following information about your company:

Full and legal company name	*200 words.*
Name of parent organization (if applicable)	*200 words.*
Number of years providing PBM claim audit services	*200 words.*
Corporate address	*200 words.*
Telephone	*200 words.*
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	*200 words.*

3.2.2 Complete the following table, indicating the number of clients for whom your organization has provided PBM audit services similar to those outlined in this RFP within the last three (3) years.

	Number of clients
< $250,000 annual (allowed) pharmacy spend	*Integer.*
$250,000 - $1 million annual (allowed) pharmacy spend	*Integer.*
$1 - $10 million annual (allowed) pharmacy spend	*Integer.*
> $10 million annual (allowed) pharmacy spend	*Integer.*

3.2.3 Complete the following table, indicating the number of clients for whom your organization has provided PBM audit services similar to those outlined in this RFP within the last three (3) years.

	Number of clients
< 2,000 covered lives	*Integer.*
2,000 - 4,999 covered lives	*Integer.*
5,000 - 24,999 covered lives	*Integer.*
> 25,000 covered lives	*Integer.*

3.2.4 Have you completed an audit of Express Scripts?

Single, Radio group.
1: Yes (quantify the number and type of audits and date of most recent audit) [200 words] ,
2: No

3.2.5 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?

Single, Radio group.
1: Yes (describe the situation prompting the suit(s) and the outcome or current status) [200 words] ,
2: No

3.2.6 Provide the following information regarding mergers or acquisitions of other organizations completed in the past 24 months or in process.

Summarize how these mergers or acquisitions directly impact MCHCP	*200 words.*
Discuss how these mergers or acquisitions distinguish you and your services from those of your competitors	*200 words.*

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

To the month.

3.2.8 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	*200 words.*	*200 words.*	*200 words.*
Subcontractor #2	*200 words.*	*200 words.*	*200 words.*
Subcontractor #3	*200 words.*	*200 words.*	*200 words.*
Subcontractor #4	*200 words.*	*200 words.*	*200 words.*
Subcontractor #5	*200 words.*	*200 words.*	*200 words.*

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

200 words.

3.2.10 For all entities listed in Q3.2.9 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.

200 words.

3.2.11 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	*200 words.*
Response relating to subcontractor(s)	*200 words.*

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

Response relating to bidder	*200 words.*
Response relating to subcontractor(s)	*200 words.*

3.2.13 Confirm you have attached a document confirming your organization's authority to do business in the State of Missouri. Name the document "Q3.2.13 State of Missouri Certificate of Authority".

Single, Radio group.
1: Confirmed,
2: Not Confirmed (please explain) [200 words]

3.2.14 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, attach a document that provides this information and name the file "Q3.2.14 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.	*200 words.*
Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.	*200 words.*
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.	*200 words.*

3.2.15 What services and support are needed from MCHCP to ensure a successful audit?

200 words.

3.3 PBM Audit

3.3.1 How many years has your firm conducted Claims Pricing (Discount) Accuracy Review audits?

Integer.

3.3.2 How many Claims Pricing (Discount) Accuracy Review audits has your firm conducted in the past three years for clients with 50,000 or more lives?

Integer.

3.3.3 What percentage of the audits identified in Q3.3.2 were of Express Scripts?

Percent.

3.3.4 Describe typical obstacles involved in conducting Claims Pricing (Discount) Accuracy Review audits and your corresponding remediation efforts and results.

200 words.

3.3.5 How many years has your firm conducted Benefit Design Accuracy audits?

Integer.

3.3.6 How many Benefit Design Accuracy audits has your firm conducted in the past three years for clients with 50,000 or more lives?

Integer.

3.3.7 Describe typical obstacles involved in conducting Benefit Design Accuracy audits and your corresponding remediation efforts and results.

200 words.

3.3.8 How many years has your firm conducted rebate audits?

Integer.

3.3.9 How many rebate audits has your firm conducted in the past three years for clients with 50,000 or more covered lives?

Integer.

3.3.10 What percentage of the audits identified in Q3.3.9 were of Express Scripts?

Integer.

3.3.11 Describe typical obstacles involved in conducting rebate audits and your corresponding remediation efforts and results.

200 words.

3.3.12 How many CMS Medicare payment audits has your firm conducted in the past three years for clients with 15,000 or more lives?

Integer.

3.3.13 Does your firm currently have agreements in place with Express Scripts to conduct Claims Pricing (Discount) Accuracy Review audits, Benefit Design Accuracy audits, and rebate audits? If not, define the expected lag in obtaining such agreements.

Single, Radio group.
1: Yes (please describe) [200 words] ,
2: No (please explain) [200 words]

3.4 Key Personnel

3.4.1 Confirm you have attached an organizational chart of your company, highlighting the names/positions and office location of all persons who will work on the MCHCP audit. Name the file "Q3.4.1 Organizational chart".

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

3.4.2 Provide the following information regarding the lead auditor for the MCHCP pharmacy claims audit.

Name	*200 words.*
Education	*200 words.*
Professional credentials and affiliations	*200 words.*
Brief work experience bio	*200 words.*
Number of years at your organization	*200 words.*
Number of years performing PBM claim audits	*200 words.*
Description of lead auditor's specific responsibilities and duties for this contract	*200 words.*

3.4.3 Provide the following information for other key personnel who will be performing services for this project.

	Name	Title	Education	Professional credentials and affiliations	Number of years at your organization	Number of years performing PBM claim audits	Description of individual's specific duties
Staff 1	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*
Staff 2	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*
Staff 3	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*

Staff 4	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*
Staff 5	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*
Staff 6	*200 words.*	*200 words.*	*200 words.*	*200 words.*	*Integer.*	*Integer.*	*200 words.*

3.5 Reporting

3.5.1 Confirm you have attached a sample PBM claim audit report that is representative of the reporting you typically provide for an entity that closely resembles MCHCP and the services requested in this RFP. Submit only material you consider not proprietary or confidential. Name the file "Q3.5.1 PBM Audit Report". Alternatively, you may provide an online link to such a report.

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

3.5.2 Confirm you have attached a white paper (no more than three pages) describing how you propose to perform the services outlined in this RFP. Be specific in detailing a work plan that includes all items included in Exhibit B-Scope of Work, including the information you expect to receive from MCHCP staff and the time frames involved in each step. Name the file "Q3.5.2 Work Plan".

Single, Radio group.
1: Confirmed,
2: Not confirmed (please explain) [200 words]

3.6 References

3.6.1 Provide references for three current clients (excluding MCHCP) 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	*20 words.*	*100 words.*	*Integer.*	*Integer.*
Current Client #2	*20 words.*	*100 words.*	*Integer.*	*Integer.*
Current Client #3	*20 words.*	*100 words.*	*Integer.*	*Integer.*

4 Pricing

4.1 PBM Claim Audit Scope of Work/Pricing

PBM Claim Audit Scope of Work	Description
Pharmacy Claims Pricing (Discount) Accuracy Review	As described in Exhibit B, Sections B2.1.1 and B3, the contractor will analyze 100 percent of the claims incurred for each of the two pharmacy plans to confirm pricing accuracy.
Pharmacy Benefit Design Accuracy Review	As described in Exhibit B, Sections B2.1.2 and B4, the contractor must analyze 100 percent of the claims to validate application of plan benefits designed for each of the two pharmacy plans.
Rebate Review	As described in Exhibit B, Sections B2.1.3 and B5, the contractor will identify the top drug manufacturers and compare the rebates credited to MCHCP under each manufacturer's contract with Express Scripts, and confirm receipt of CMS EGWP payments.
Deliverables	The contractor shall produce preliminary, draft, and final reports according to the mutually agreed upon timeline, as further defined in Exhibit B, Section B6.
PBM Claim Audit Pricing	Instructions
1	Bidder must provide a firm fixed price for performing the services outlined in Exhibit B - Scope of Work.
2	MCHCP reserves the right to award one, two or three of the requested services (i.e., Claim Pricing (Discount) Accuracy Review, Benefit Design Accuracy Review, and/or Rebate Review).
3	Costs for travel and incidentals must be included in the pricing and shall not be billed separately.
PBM Claim Audit Pricing	Price
PBM Claims Pricing (Discount) Accuracy Review	*Dollars.*
PBM Benefit Design Accuracy Review	*Dollars.*
Rebate Review	*Dollars.*
Total Not to Exceed Price	$0.00

5 Attachment Checklist

5.1 Confirm you have attached the following documents with your proposal. A check mark below indicates they have been provided and named appropriately.

Multi, Checkboxes.
1: Q3.2.13 State of Missouri Certificate of Authority,
2: Q3.2.14 Economic Impact,
3: Q3.4.1 Organizational chart,
4: Q3.5.1 PBM audit report,
5: Q3.5.2 Work plan

6 Response Documents

6.1 The following exhibit must be completed, signed and uploaded to Proposal Tech.
Exhibit A-1 - Proposed Bidder Modifications

Single, Pull-down list.
1: Completed and attached,
2: Not attached

6.2 The following exhibit must be completed, signed and uploaded to Proposal Tech.
Exhibit A-2 - Confirmation Document

Single, Pull-down list.
1: Completed and attached,
2: Not attached

6.3 The following exhibit must be completed, signed and uploaded to Proposal Tech.
Exhibit A-3 - Contractor Certification

Single, Pull-down list.
1: Completed and attached,
2: Not attached

6.4 The following exhibit must be reviewed and the bidder provide any suggested red-lined changes to the document using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.
Exhibit A-4 - Sample MCHCP Contract

Single, Pull-down list.
1: Reviewed. Suggested red-lined changes are attached,
2: Reviewed. No red-lined changes required,
3: Not reviewed

6.5 The following exhibit must be reviewed and the bidder provide any suggested red-lined changes to the document using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.
Exhibit A-5 - MCHCP Business Associate Agreement

Single, Pull-down list.
1: Reviewed. Suggested red-lined changes are attached,
2: Reviewed. No red-lined changes required,
3: Not reviewed

7 Reference Documents

7.1 Attachments are housed on the Manage Documents page. A link has been provided in the left-hand side menu.