



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

REQUEST FOR PROPOSALS

Item Description: PRESCRIPTION DRUGS RX MARKETING (3-YEAR CONTRACT WITH TWO 2-YEAR OPTIONS FOR RENEWAL

Procurement/MinuteTraq #: 47357

Date to be opened: 11/18/2024

Issuing Department: Department of People and Culture | Total Rewards (HR/Benefits)

INTENT TO BID:

If your organization intends to submit a pharmacy proposal please reach out to Susie Burge (susie.burge@mercer.com) and Mary Magagna (mary.magagna@mercer.com) no later than 5:00pm (ET) on October 24, 2024. In the email, please include the contact information (Name, Title, organization, email, phone number) of the individual who will be taking the lead on responding to the RFP. Once the intent to bid deadline has passed, no additional vendors will be permitted to participate.

A link to the RFP website (Proposal Tech) will be sent to all bidders simultaneously on October 25, 2024 to complete the RFP questionnaire and submit any required documentation. During the RFP process, all correspondence must be through Proposal Tech for documentation purposes.

Please take special note that proposals must be submitted by **hard copy** to Providence City Hall, and **electronically** through Proposal Tech no later than 2:15 P.M. (ET) on November 18, 2024 – **ABSOLUTELY NO EXCEPTIONS**. Any incomplete proposals, or proposals received after the due date, will not be considered.

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Roxanne Lowe
 - Title: Principal
 - Email Address: Roxanne.lowe@mercer.com

and

 - Name: Emily Knaus
 - Title: Principal
 - Email Address: Emily.knaus@mercer.com

Pre-bid Conference

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions: October 28, 2024 by 2:00 PM.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 11/18/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

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

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

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

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

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 7 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 8 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 9 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 10 and 11 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 12-13) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

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

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 6.)

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

NOTICE TO VENDORS

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

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual):

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email _____

Address: _____

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

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

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) through d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE		
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither		
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature			Title		
Date					
Subcontractor/Supplier Signature			Title		
Date					

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**

MBE/WBE Waiver Request Form

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

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
 Company Name, Address: _____ Trade _____
 Project /Item Description (as seen on RFP): _____

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

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

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

 Signature of Prime Contractor /
 or Duly Authorized Representative

 Printed Name

 Date Signed

 Signature of City of Providence
 MBE/WBE Outreach Director /
 or Duly Authorized Representative

 Printed Name of City of Providence
 MBE/WBE Outreach Director

 Date Signed

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence, RI is seeking proposals from qualified firms to provide pharmacy insurance coverage to city employees. This proposal and its attachments should not be discussed with anyone outside your firm. Any organization violating this requirement will immediately be eliminated from consideration in the request for proposal process. Any questions regarding the proposal or attachments should be directed to Mercer Health & Benefits, LLC.

1 Introduction

1.1 Introduction

This Request for Proposal (RFP) is to facilitate the selection of a pharmacy benefits manager (PBM) for the City of Providence's self-insured prescription drug programs effective July 1, 2025. The intent of this RFP, among other goals, is to ensure a partnership with a "best-in-class" vendor for all aspects of PBM benefits delivery. The City of Providence is interested in proposals for services that include best-in-class pricing terms, service performance guarantees, utilization management programs, proactive account and clinical management, quality member service, assertive trend controls, and the ability to coordinate with other vendors in support of the City's benefit programs. All instructions required for the preparation of proposals are included in this RFP. Vendors must comply with the instructions exactly as they are stated herein to facilitate effective review, timely evaluation, and vendor selection.

1.2 Company Background

CVS/Caremark is the current PBM for members enrolled in the City of Providence's self-funded prescription drug plans included in this RFP, covering approximately 17,000 members (6,700 employees and pre-65 retirees) located in the United States. There are also approximately 3,145 retirees covered under the plan.

1.3 Current Plans

City of Providence's medical plans are currently administered by Blue Cross Blue Shield of Rhode Island. Plan information has been provided in the RFP supporting attachments.

1.4 Objectives of a Successful Partnership

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

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

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

1.5 Key Deliverables of the Service and Bid Requirements

The selected Vendor is expected to provide the following:

1) A demonstrated track record of delivery and innovative best-in-class services and solutions with prescription drug management, including excellence in these areas:

- Flexible and creative approach to managing prescription drug trends;

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

1.6 Mercer's Role

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

1.7 Bidder Instructions

- 1) Comply with instructions exactly as stated for effective review and timely evaluation. Responses should be succinct yet thorough, conforming to the requirements in each section.
- 2) Limit attachments and exhibits to those requested specifically by the City of Providence in this RFP. Any additional attachments will be ignored and may not be referenced during final contract negotiations.
- 3) Do not submit pricing information, caveats, assumptions, or any responses using other attachments or exhibits. Information submitted in alternative formats to RFP requirements will be deemed immaterial to the bid and will not be referenced during final contract negotiations.
- 4) Acknowledgement that the City of Providence's request for sample contracts (which should address contract requirements), reports, and/or communication materials is not an agreement to accept these documents, or an

implied consent to adopt their terms or contents.

5) Submit pricing and pricing assumptions that correspond to the Bid Requirements, Financial Requirements, and Performance Guarantee sections. The City of Providence reserves the right to request pricing for alternative or future state plan design administrative options.

6) Assume that the City of Providence will maintain similar plan designs, channel management, clinical and administrative edits, or programs represented in the clinical program exhibits. Do not assume the City of Providence will expand on these strategies.

7) Agree that costs for program development or customization required conforming to these requirements and/or to administer the program as described will be paid by the Bidder.

8) Provide financial quotes on a self-funded basis for active and pre-65 retirees that meet GeoAccess requirements of one pharmacy within 1/3/10 miles for urban/suburban/rural zip codes respectively and overall access of at least 98.5%/98.5%/98.5% of members in urban/suburban/rural zip codes respectively meeting this GeoAccess requirement for your broadest network

9) Bidder's employees must not directly contact City of Providence staff about the subject matter of this RFP. Violation of this restriction may result in Bidder's disqualification at the City of Providence's sole discretion.

10) Subsequent to the issuance of this RFP, additional details may become available and, if it is considered material by the City of Providence in its sole discretion, may be transmitted for Bidder's consideration. Bidder will consider any such information in Bidder's proposals and City of Providence will assume that all changes or additional information transmitted have been reflected in the proposal and all pricing therein, unless otherwise specified.

11) It is the policy of the City of Providence and the responsibility of its employees to conduct business affairs with the highest standards of integrity and business ethics. In this regard, employees of the City of Providence are instructed to avoid even the appearance of impropriety in transactions with outside providers.

12) the City of Providence encourages Bidder to ask questions necessary to ensure a clear understanding of the requirements of the RFP. Bidder is strongly encouraged to notify the RFP contacts listed below at the earliest possible opportunity of errors, omissions, and other issues identified in the RFP.

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

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [100 words]

1.8 Timeline

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

October 22, 2024	RFP issued
October 24, 2024	Vendor intent to bid
October 25, 2024	Proposal Tech invite sent to interested vendors
October 28, 2024	Vendor questions due
November 4, 2024	Responses to vendor questions provided
November 18, 2024	RFP responses due
January 2025 (If needed)	Finalist meetings
January/February 2025	Vendor selection
February/March 2025	Plan implementation begins (If necessary)
July 1, 2025	Effective date

The proposals must be submitted to Mercer through Proposal Tech and the sealed bids delivered to Providence City Hall (hard copies) no later than 2:15 PM EST on November 18, 2024 - ABSOLUTELY NO EXCEPTIONS. Any proposals received after the due date requested will not be considered.

Please send two (2) hard copies of the RFP to Purchasing by November 18, 2024 2:15 pm (ET), plus 1 Proposal Tech submission by November 18, 2024 2:15pm (ET).

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

1.9 Confidential Responses

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

2 Questionnaire

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

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

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

2.1 Bid Requirements

2.1.1 Vendor agrees to honor the responses outlined in this proposal without any alterations, regardless of whether the final terms are outlined in the contract.

Single, Radio group.

- 1: Yes,
- 2: No

2.1.2 Vendor confirms no additional documents or language within those documents provided as part of this RFP will be contractually binding unless said document(s) is requested by City of Providence.

Single, Radio group.

- 1: Yes,
- 2: No

2.1.3 Any assumptions and caveats related to the financial offer must be detailed in the space provided. No additional documents will be accepted and therefore, they will be non-binding.

Single, Radio group.

- 1: Yes,
- 2: No

2.1.4 Confirm that your offer is not contingent on administering the City of Providence's medical plan.

Single, Radio group.

- 1: Yes,
- 2: No

2.2 Contract Award Timelines

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

Single, Radio group.

- 1: Yes,
- 2: No

2.3 Pharmacy Claims Administration

2.3.1 Confirm that the Vendor is providing a proposal for administrative services only to the City of Providence's self-insured plan participants.

Single, Radio group.

- 1: Yes,
- 2: No

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

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No

2.3.3 Vendor will manage and administer the Workman's Related Injury pharmacy claims for the City of Providence under the same contract terms and selected drug list from the formulary as the commercial plan.

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Deviation, explain: [50 words]

2.3.4 Vendor will provide separate reporting for the Workman's Related Injury claims.

Single, Radio group.

- 1: Yes,
- 2: No

2.4 Plan Design Administration

2.4.1 Vendor is able to administer all aspects of the City of Providence's plan design indicated in "Exhibit A - Plan Design Summary".

Flagged: PowerPoint

Single, Radio group.

- 1: Yes,
- 2: No

2.4.2 Vendor's proposal will not require any changes to the City of Providence's current plan design, clinical management programs, or other UM rules outlined in this RFP. Any proposed changes to the City of Providence's plan design, clinical, and utilization management programs will be accompanied by City of Providence-specific analyses of the cost and Participant impact of the proposed change; this includes the impact on rebates, if any.

Flagged: PowerPoint

Single, Radio group.

- 1: Yes,
- 2: No

2.5 Pharmacy Network Administration

2.5.1 Vendor agrees to maintain at least one broad retail network option that includes 100% of all chain pharmacies (national and regional) plus independents, available to the City of Providence's Participants during the Initial Term of the Agreement.

Single, Radio group.

- 1: Yes,
- 2: No

2.6 Participant Services

2.6.1 Vendor to confirm that all customer service, pharmacy/physician service centers, and any other Vendor services will be staffed within the US.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No

2.7 Preventive Drug List

2.7.1 Vendor confirms that it will develop, maintain and administer a \$0 ACA preventive drug list.

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No

2.7.2 Confirm which of these are standard HDHP Preventive List that Vendor maintains:

Flagged: PowerPoint

Flagged: RFI

Multi, Checkboxes.

- 1: Generics Only,
- 2: Generics + Tier One,
- 3: Generics + Insulin,
- 4: Brands + Generics,
- 5: Other (please specify): [50 words]

2.8 Termination Rights

2.8.1 The City of Providence will have a contractual right to terminate this agreement without cause and without termination charges, penalty, fees, liquidated damages, or rebate retention, with 90 days' written notice to Vendor.

Flagged: PowerPoint

Single, Radio group.

- 1: Yes,
- 2: No

2.8.2 Upon termination of any contract, Vendor will provide all necessary documentation, claims files, prescription history, and other data needed for the successful transition of the program to another vendor at a specific timeframe and at no additional cost. This includes but is not limited to, all open mail order and specialty pharmacy refills, prior authorization histories, and at least twelve months of historical claims data. Two (2) sets of each of these files must be supplied in a format approved by the City of Providence.

Flagged: PowerPoint

Single, Radio group.

- 1: Yes,
- 2: No

2.9 Rebate

2.9.1 Vendor confirms it will not assess a rebate management fee to the City of Providence.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.2 If classifying claims by MediSpan MONY codes, the per Brand Claim Rebate Guarantees will include all Claims with Medispan Multi-Source Code = “M”, “N” or “O” on the date dispensed, unless otherwise explicitly excluded in your pricing offer response.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.3 Per Brand Claim Rebate Guarantees will apply to all Brand Claims dispensed under the Plan, regardless of DAW coding; including brand products dispensed in lieu of a generic; including all brand name drugs dispensed as a house generic at Vendor's mail order facility.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.4 Confirm that Per Brand Claim Rebate Guarantees will only exclude: 340B Claims, Member Submitted Claims, subrogation claims, COB or secondary payer claims, vaccines and vaccine administration claims, and Compounds.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.5 Claims approved by formulary exception will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.6 Multi-source brand Claims will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.7 Covered OTC brand Claims will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.8 Covered brand Claims where the Member paid the full cost of the drug, and the Plan paid zero will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.9 U&C Claims will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

- 1: Yes,
- 2: No

2.9.10 Biosimilars will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.9.11 Limited Distribution Drugs will NOT be a Per Brand Claim Rebate Guarantee exclusion.

Single, Radio group.

1: Yes,

2: No

2.9.12 Per Brand Claim Rebate Guarantees will be provided without minimum or average day's supply requirements.

Single, Radio group.

1: Yes,

2: No

2.9.13 There will be no day supply proration or adjustments to Vendor's Per Brand Claim Rebate Guarantees.

Single, Radio group.

1: Yes,

2: No

2.9.14 Minimum Per Brand Claim Rebate Guarantees will apply to Specialty Drugs based on channel/network that dispensed the Specialty Drug (Retail vs Specialty Pharmacy). There will be no exceptions (e.g., Hep-C, HIV, PCSK9, transplant).

Single, Radio group.

1: Yes,

2: No

2.10 Rebate Payments

2.10.1 Vendor will pay/credit the Guaranteed Rebate Amount to the City of Providence within 60 days after the close of each quarter.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.10.2 Within 120 days after the end of each contract year, Vendor will compare the total minimum Guaranteed Rebate Amounts paid/credited to the City of Providence for Claims incurred during the preceding contract year, versus the City of Providence's % share of Total Rebates collected by Vendor for Claims incurred during such contract year.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.10.3 If the City of Providence's % share of Total Rebates is greater than the corresponding minimum Guaranteed Rebate Amounts paid/credited to City of Providence, Vendor will pay/credit the difference to City of Providence within 120 days after the contract year is reconciled. All Claims may be aggregated for purposes of this reconciliation.

Single, Radio group.

1: Yes,

2: No

2.10.4 The City of Providence's share of Total Rebates received after the annual reconciliation that exceeds the total quarterly minimum Guaranteed Rebate Amounts paid/credited to the City of Providence for the calendar year, will be paid/credited to the City of Providence as received. Such amounts will not be applied to the next contract year's annual rebate reconciliation.

Single, Radio group.

- 1: Yes,
- 2: No

2.10.5 Rebates due to the City of Providence that are received by Vendor after termination or expiration of the contract term shall be paid to the City of Providence.

Flagged: PowerPoint

Single, Radio group.

- 1: Yes,
- 2: No

2.11 Definitions

2.11.1 “340B Claim” means a Claim identified by the submission of “20” in any of the Submission Clarification Code fields and/or a Claim submitted by pharmacy owned by a covered entity, as defined in Section 340B(a)(4) of the Public Health Services Act, whose 340B status is coded as “39” in the NCPDP DataQ database.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Deviation, explain: [50 words]

2.11.2 "AWP" means the average wholesale price of the Covered Product on the date dispensed, as set forth in the current price list in recognized sources such as MediSpan's Master Drug Database (MDDDB®) file, if available, or following notice to the City of Providence, any other nationally recognized reporting service of pharmaceutical prices as utilized by Vendors as a pricing source for prescription drug pricing. Such AWP is for the 11 -digit NDC of the actual package size used to fulfill the quantity dispensed, as submitted by the dispensing pharmacy (retail, mail order, and specialty pharmacy) on the date dispensed.

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Deviation, explain: [50 words]

2.11.3 Vendor agrees the definition of Biosimilar products is non-insulin FDA-approved biologic products that are highly similar to and have no clinically meaningful differences in terms of safety, purity, potency, and efficacy from its respective FDA-approved biological reference product.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Deviation, explain: [50 words]

2.11.4 “Claim” means any electronic or paper request for payment or reimbursement arising from retail participating pharmacies, mail-order pharmacies, and specialty pharmacies, providing Covered Products to a Plan Participant processed under this Agreement in accordance with the City of Providence's Plan. “Covered Products” as referenced herein, shall also include products that are approved to be covered through the Vendor's review processes (e.g., PA or medical exception process) or through the appeals process (including external appeals).

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Deviation, explain: [50 words]

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.6 "Cost Share" means the amount which a Member is required to pay for a Covered Product in accordance with the Plan, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.7 "Covered Drug" or "Covered Product" means a prescription drug, over-the-counter medication, and other service, supply, or device that is covered under the terms and conditions set forth in the description of the City of Providence's Plan.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.8 "Vendor's formulary/PDL is a tool that identifies a drug as preferred or not preferred and doesn't exclude drugs from coverage as part of its formulary/PDL administration.

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.9 "Limited Distribution Drugs" or "LDD" means specialty products available through a limited number (15) of pharmacy providers due to exclusive or preferred vendor arrangements with pharmaceutical manufacturers and to which Vendor's Specialty Pharmacy does not have access.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.11 "Maintenance Medication" means a medication used to treat long-term or chronic conditions. These medications are typically taken on a daily basis.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.12 “Manufacturer Administrative Fees” means the administrative fees received directly or indirectly by Vendor from pharmaceutical companies for administrative services rendered in contracting for Rebates and administering Rebate contracts, regardless of involvement by a group purchasing organization.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.13 “Member” or “Plan Participant” means each individual identified by City of Providence to be eligible for prescription drug benefits under the Plan, as set forth in City of Providence’s eligibility file or otherwise communicated by City of Providence.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.14 “Multi-Source” means a legend drug or over-the-counter (OTC) drug that is manufactured by more than one labeler.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.15 “New to market” specialty drugs are products that meet the Specialty Drugs definition, that are newly introduced for sale by pharmaceutical manufacturers and made available for dispensing at pharmacies, that aren’t included on the City of Providence’s current Specialty Drug Price List. Once a product meets the Specialty Drug criteria and is approved for coverage by the P&T committee, it will be considered a Specialty Drug and no longer considered “new to market”.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.16 “Over the Counter Product” or “OTC” shall mean products with Medispan Rx OTC indicator value of “O” or “P”.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.17 “Participating Pharmacy” means a licensed retail pharmacy that participates in a retail network established by Vendor, used by City of Providence's Members under this Agreement.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.18 “Plan” means the self-funded pharmacy benefit plan(s), sponsored or administered by City of Providence.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.19 "Rebates" mean all compensation or remuneration received directly or indirectly from a pharmaceutical manufacturer, attributable to the purchase and/or utilization of covered products by an eligible Participant; including such compensation or remuneration received by Vendor's subcontractor, affiliate, rebate aggregator or GPO arrangement. Compensation includes but is not limited to, discounts; credits; rebates, regardless of how categorized; fees; educational grants received from manufacturers in relation to the provision of utilization data to manufacturers for rebating, marketing, and related purposes; market share incentives; commissions; data fees; and price inflation protection payments.

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.20 "Total Rebates" means all Rebates plus Manufacturer Administrative Fees.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.21 "Retail-90 Network" refers to Vendor's retail pharmacy network where: (a) Members can fill non-specialty prescriptions for 84+ days supply at certain specified retail pharmacies, and (b) ingredient costs, dispensing fees are better than retail but less competitive than mail order.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.22 “Single-Source Generic” means products that are generic products available from only one generic labeler.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.23 “Specialty Drug” means drugs that are not insulin/insulin product and meet a minimum of four (4) or more of the following characteristics:

- produced through DNA technology or biological processes;
- target chronic or complex disease;
- route of administration could be inhaled, infused, oral, or injected;
- unique handling, distribution and/or administration requirements;

- are only available via limited distribution model to Specialty Pharmacy provider(s), per manufacturer requirements; and
- require a customized medication management program that includes medication use review, patient training, coordination of care, and adherence management for successful use such that more frequent monitoring and training may be required.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.24 “Specialty Pharmacy” means one or more duly licensed pharmacies specified by Vendor, where prescriptions for Specialty Products are dispensed and delivered to Members via the mail. This classification as a Specialty Pharmacy is regardless of NCPDP’s retail vs mail designation.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.11.25 “Usual and Customary” or “U&C” means a Participating Pharmacy’s usual selling price (or sale price, if any) if the product were not eligible for coverage under the City of Providence’s Plan.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.12 Drug Classification and Source

2.12.1 Drug Classification means the process whereby Vendor shall use the indicators of First Databank, Medispan Master Drug Database (Medispan), and their associated files, (or other disclosed nationally available recognized reporting service of pharmaceutical drug information) to determine the classification of drugs (i.e., legend vs. OTC, Brand vs Generic, single-source vs. multi-source) for Claim adjudication purposes.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.12.2 Vendor will classify drugs consistently at retail, mail and Specialty Pharmacy.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No,

3: Deviation, explain: [50 words]

2.12.3 What is the name of the single source document, database or service that Vendor will use to classify Covered Products at retail, mail order and Specialty Pharmacy?

Flagged: RFI

Single, Radio group.

1: First Databank,

2: Medispan,

3: Other, explain: [50 words]

2.12.4 What is the name of the single source document, database or service that Vendor will use to adjudicate Claims and determine Member Cost-share?

Flagged: RFI

Single, Radio group.

- 1: First Databank,
- 2: Medispan,
- 3: Other, explain: [50 words]

2.13 General Pricing Requirements

2.13.1 Vendor agrees to an initial term of three (3) years from the Plan Effective Date (the "Initial Term") with the option for two 2-year extensions.

Single, Radio group.

- 1: Yes,
- 2: No

2.13.2 Vendor's proposed pricing assumes that City of Providence's current plan design (Attached as "Exhibit A - Plan Design") and clinical programs Attached as "Exhibit B - Clinical Programs") will be replicated.

Single, Radio group.

- 1: Yes,
- 2: No

2.13.3 Vendor agrees to apply LOWEST OF LOGIC, (e.g., Member's Cost Share adjudicated at the lowest of U&C, discounted ingredient cost/MAC or copay) for all 90-day claims processed at a retail pharmacy.

Flagged: RFI

Single, Radio group.

- 1: Yes,
- 2: No

2.13.4 City of Providence will determine, as part of its benefit design, if or when a drug class or drug product will be subject to prior authorization or step therapy or excluded from coverage.

Single, Radio group.

- 1: Yes,
- 2: No

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

Single, Radio group.

- 1: Yes,
- 2: No

2.13.6 Any and all payments or amounts due to City of Providence will be paid promptly by Vendor and will not be held due to delays in contract signatures. This includes rebates, reconciliations, performance guarantee pay-outs, allowances and any other amounts due from Vendor.

Single, Radio group.

- 1: Yes,
- 2: No

2.13.7 In the event that a signed contract or contract addendum is not executed by the contract start date, the final responses submitted through this RFP will prevail until the contract is fully executed.

Single, Radio group.

- 1: Yes,
- 2: No

2.13.8 If the City of Providence requests a "Mail at Retail" Network, Vendor's Mail Order discount guarantees, dispensing fee guarantees, and rebate guarantees, will also include non-Specialty Drug Claims filled at Vendor's "Mail at Retail" Network.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.9 Mail Order AWP discount guarantees will also apply to non-Specialty Drugs dispensed at Specialty Pharmacies.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.10 Mail Order rebate guarantees will apply to non-Specialty Drugs dispensed at Specialty Pharmacies.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.11 Vendor's proprietary brand/generic drug algorithm(s) will not be used to classify Claims as "Brand" or "Generic" for purposes of reconciling the City of Providence's AWP discount guarantees.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.12 Vendor's proprietary brand/generic drug algorithm(s) will not be used to classify claims as "Brand" or "Generic" for purposes of reconciling the City of Providence's Per Brand Claim Rebate Guarantees.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.13 AWP discount guarantees will not be subject to day supply proration or adjustment.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.14 AWP discount guarantees will exclude the value of rebates, manufacturer coupons, and monies associated with copay assistance programs.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.15 Any dollars associated with manufacturer coupons, copay assistance programs and/or copay accumulator programs will not be treated in any way as discounts on Claim costs. These dollars will be tracked separately and will never be used to reconcile guaranteed discounts, rebates, or dispensing fees.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.16 All monies received from copay assistance programs, not directly offsetting member's liability, will be reimbursed to the City of Providence.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.13.17 the City of Providence will not be charged more for a Claim when coupon/manufacture assistance is applied.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14 Guarantee Reconciliation

2.14.1 Each component of Vendor's financial proposal (AWP discount guarantees, dispensing rate guarantees, and GDR guarantees) will be measured, reconciled, and guaranteed on an individual component basis. There will be no cross-subsidization within a distribution channel or among distribution channels.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.3 Vendor will adjudicate all mail order and Specialty Pharmacy Claims at the lesser of: (a) the contracted discount plus dispensing fee or (b) MAC plus dispensing fee.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.4 Vendor will provide an overall effective discount guarantee for specialty medications, as well as individual drug-level minimum discount guarantees. At no point during the contract will the Vendor decrease the specialty drug-level minimum guarantees.

Single, Radio group.

1: Yes,

2: No

2.14.5 Vendor confirms that should any initiatives by the City of Providence lead to more competitive specialty pricing, any such improvements would be passed back to the City of Providence.

Single, Radio group.

1: Yes,

2: No

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.7 Member-paid dollars (copays or plan penalties) will NOT be used in the Ingredient cost calculation or discount reconciliation.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

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

Single, Radio group.

1: Yes,

2: No

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.10 Member Pay the Difference Claims: For any Plans where Members must pay the difference between the Brand and Generic gross drug cost when choosing a Brand name drug when a generic alternative is available, such gross drug cost difference (also referred to as MPD Penalty, Copay Penalty, DAW Penalty, or Copay Differential) will not be treated as a discount when reconciling Vendor's AWP discount guarantees, nor be used in any way to lower the amount otherwise due to City of Providence.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.11 Vendor will confirm that if a multi-source brand medication is dispensed at mail order or specialty pharmacy in lieu of a generic equivalent, such claims shall always be adjudicated as a generic regardless of DAW coding, whereby the ingredient cost billed will always reflect the generic drug pricing (e.g., the MAC price or the generic discount applied to generic AWP cost).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.12 Vendor will confirm that if a multi-source brand medication is dispensed at mail order or specialty pharmacy in lieu of a generic equivalent, the Participant's cost share (e.g., deductible, copay, coinsurance) shall always be determined as if the generic equivalent was dispensed.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.13 House Generics must be treated as a Brand Claim for purposes of Vendor's AWP discount guarantees.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.14 House Generic must be treated as a Brand Claim for purposes of Vendor's Per Brand Claim Rebate Guarantees.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.15 If a single source generic drug is dispensed (filled), the Member will be charged the generic copayment/coinsurance and the City of Providence's discount (bill) will be the generic discount.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.16 If classifying drugs by "MONY", claims that adjudicate with an "M", "O", or "N" will apply to the brand discount guarantee and will adjudicate with a brand member share. Likewise, claims that adjudicate with a "Y" will apply to the generic discount guarantee and will adjudicate with a generic member share.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.14.17 If a multi-source brand drug is dispensed (filled), the Member will be charged the generic copayment/coinsurance, and the City of Providence's discount (bill) will be the generic discount.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.15 Retail Pricing Structure

2.15.1 Vendor will quote "Traditional" pricing offers, where every retail Participating Pharmacy Claim will be billed to the Plan using the same fixed pricing formula, regardless of which retail pharmacy is used.

Single, Radio group.

1: Yes,

2: No

2.16 Retail Networks

2.16.1 Vendor will adjudicate all retail Participating Pharmacy Claims, including specialty and non-specialty drugs, at the lowest of: (a) the contracted discount plus dispensing fee; (b) MAC plus dispensing fee; or (c) the usual and customary (U&C) price (including the pharmacy's sales price, if any).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.16.2 Claims filled at retail Participating Pharmacies in rural areas must be treated as any other retail network pharmacy for purposes of all "Retail" pricing guarantees (AWP discounts, dispensing fees, and rebate guarantees).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.16.3 Vendor's proposed Retail network discount guarantees and dispensing fee guarantees must apply regardless of the state, or territory, from which the Claim was dispensed.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.16.4 Vendor's proposed Retail network discount guarantees and dispensing fee guarantees must apply regardless of the state, or territory, from which the Claim was dispensed. Please use the pharmacy identification numbers provided on the claim level data file released with this RFP to accommodate this requirement.

Single, Radio group.

1: Yes,

2: No

2.16.5 If the City of Providence requests a "Retail-90 Network", Vendor's Retail-90 Network discount guarantees, dispensing fee guarantees, and rebate guarantees, will apply to Claims filled at Vendor's Retail-90 Network with 84+ days' supply.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17 Retail Network Audits

2.17.1 Vendor confirms it will conduct onsite audits on a minimum of 4% of its retail pharmacies utilized by the City of Providence's members on an annual basis.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17.2 Vendor will provide reporting of retail network audit results to the City of Providence annually.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17.3 Vendor confirms it will return 100% of all City of Providence network audit recoveries to the City of Providence whenever findings include claims for City of Providence's members.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17.4 Vendor confirms they will credit the City of Providence's invoices within 30 days of audit recoveries.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17.5 Describe your process of validating that your network pharmacies are submitting accurate U&Cs.

Flagged: RFI

200 words.

2.17.6 The vendor confirms it will reimburse plan participants for any overpayments discovered without penalizing the City of Providence

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.17.7 Vendor confirms overpayments owed to plan participants where the primary cardholder is no longer associated with the City of Providence shall be refunded to the City of Providence.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.18 Mail Order & Specialty Pharmacy Pricing

2.18.1 Vendor will provide guaranteed AWP discounts, dispensing fees, administrative fees, and rebate guarantees for Claims filled at Vendor's proposed mail order pharmacy, regardless of the days' supply (i.e., retail pricing (AWP discounts, dispensing fees, administrative fees, and rebate guarantees) will not apply to any mail order Claims).

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.18.2 Vendor will provide guaranteed AWP discounts, dispensing fees, administrative fees, and rebate guarantees for Specialty Drug Claims filled at Vendor's Specialty Pharmacy, regardless of the days' supply. Vendor will not apply retail pricing (AWP discounts, dispensing fees, administrative fees, or rebate guarantees) to any Specialty Drug Claims filled at Specialty Pharmacy).

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.18.3 Vendor will not pass any increases in shipping/postage to the City of Providence during the contract term or any renewals.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.19 Member Cost-Share

2.19.1 What is Vendor's proposed "Brand" drug definition for purposes of adjudicating Member Cost-Share under the City of Providence's pharmacy benefit plans?

Flagged: RFI

50 words.

2.19.2 What is Vendor's proposed "Generic" drug definition for purposes of adjudicating Member Cost-Share under the City of Providence's pharmacy benefit plans and for purposes of reconciling generic dispensing rate (GDR) Guarantees?

Flagged: RFI

50 words.

2.19.3 Vendor will adjudicate all retail Participating Pharmacy Claims (non-specialty and specialty) according to the "lowest of" logic such that Members always pay the lowest of the applicable copayment, the contracted price and/or the pharmacy's U&C amount (including the pharmacy's sale price, if any). Vendor will not adjudicate based on "zero balance logic" or on a minimum copayment amount and retail pharmacies will not be allowed to charge a minimum payment.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.19.4 Vendor will adjudicate all mail orders and Specialty Pharmacy Claims (non-specialty and specialty) according to the "lower of" logic such that Members pay the lower of the applicable copayment or the contracted price.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.19.5 Vendor will not mandate a minimum copayment from the Member at Mail Order or Specialty Pharmacy, regardless of the cost of the drug.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.19.6 Vendor will not mandate a minimum charge to the City of Providence at Mail Order or Specialty Pharmacy, regardless of the cost of the drug.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.20 Brand Discount Guarantees

2.20.1 Vendor will provide minimum aggregate retail Brand AWP discount guarantees and minimum aggregate mail order Brand AWP discount guarantees, inclusive of all single-source brand claims and all multi-source brand Claims.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.2 Brand AWP Discount Guarantees will include all Claims with Medispan Multi-Source Code = “M”, “N” or “O” on the date dispensed, unless otherwise explicitly listed as an exclusion.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.3 Brand AWP Discount Guarantees will include all brand OTC Claims.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.4 Brand AWP Discount Guarantees will include all Brand Claims priced at U&C. U&C Claims will be included based on the adjudicated price, not 100% discount. When calculating the AWP discount guarantee, the ingredient cost for U&C Claims will equal the submitted U&C price with a \$0.00 dispensing fee.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.5 Brand AWP Discount Guarantees only exclude: 340B Claims, Member Submitted Claims, subrogation Claims, COB or secondary payer Claims, VA claims, Indian Health Services and Tribal claims, long-term care Claims, home infusion Claims, vaccines, vaccine administration Claims, and Compounds.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.6 Minimum aggregate retail Brand AWP discount guarantees and minimum aggregate mail order Brand AWP discount guarantees, will be reconciled by Vendor annually.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.7 Vendor will reconcile each Brand AWP Discount Guarantee individually and pay/credit City of Providence 100% of any shortfall with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.20.8 Any Brand AWP Discount Guarantee reconciliation shortfalls will be reported and paid/credited to City of Providence within 90 days after the end of the period being reconciled.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21 Generic Discount Guarantees

2.21.1 Vendor will provide minimum aggregate retail generic AWP discount guarantees and minimum aggregate mail order generic AWP discount guarantees that are inclusive of all Generic Claims (e.g., MAC'd generics and non-MAC'd generics; multi-source generics, single-source generics and/or any generic products involved in patent litigations and/or products available in limited supply).

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.2 Generic AWP Discount Guarantees will include all claims with a Medispan Multi-Source Code = "Y" on the date dispensed, unless otherwise explicitly listed as an exclusion.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.3 The Retail Generic AWP discount guarantees exclude Specialty Drugs dispensed at retail Participating Pharmacies.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.4 Generic AWP Discount Guarantees will include all generic OTC Claims.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.5 Generic AWP Discount Guarantees will include all generic claims priced at U&C, unless otherwise excluded below. U&C claims will be included based on the adjudicated price, not a 100% discount. When calculating the AWP discount guarantee, the ingredient cost for U&C claims will equal the submitted U&C price with a \$0.00 dispensing fee.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.6 Generic AWP discount guarantees will only exclude: 340B Claims, Member Submitted Claims, subrogation claims, secondary COB, VA claims, Indian Health Services and Tribal claims, long-term care claims, home infusion claims, vaccines and vaccine administration claims, and Compounds.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.7 Minimum aggregate retail Generic AWP discount guarantees and minimum aggregate mail order Generic AWP discount guarantees, will be reconciled by Vendor annually.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.8 Vendor will reconcile each Generic AWP discount guarantee individually and pay/credit City of Providence 100% of any shortfall with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.9 Any Generic AWP discount guarantee reconciliation shortfalls will be reported and paid/credited to the City of Providence within 90 days after the end of the period being reconciled.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.21.10 Vendor will manage Generic discount guarantees within a 2% corridor from the generic discount guarantee. Vendor will provide quarterly reporting to show how actual discounts are performing against guaranteed discounts. If Generic discounts are underperforming by more than 2%, Vendor will pay the full difference to the City of Providence within 30 days.

Single, Radio group.

1: Yes,

2: No,

3: Deviate, explain: [20 words]

2.22 340B Claims

2.22.1 Confirm Vendor will exclude claims from submission under 340b if they are filled at a Vendor-owned specialty pharmacy.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.22.2 Confirm Vendor will exclude claims from submission under 340b if they are filled at a Vendor-owned or affiliated retail pharmacy.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.22.3 Confirm Vendor will provide the City of Providence a detailed claim file that identifies the plan's claims that were flagged as 340b claims by Vendor or by a manufacturer.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.23 Dispensing Fee Guarantees

2.23.1 Vendor will provide separate aggregate dispensing fee guarantees per prescription for retail-30, retail-90 (if applicable), mail order, and Specialty Pharmacy.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.23.2 Dispensing fee guarantees will be reconciled by Vendor annually.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.23.3 Vendor will measure dispensing fee guarantees and pay/credit to City of Providence 100% of any shortfall within 90 days of each measurement period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24 Specialty Program

2.24.1 Vendor will provide pricing for an Open specialty benefit.

Single, Radio group.

1: Yes,

2: No

2.24.2 Specialty drugs placed on the Specialty Drug Price List will be treated as Specialty for purposes of determining member cost share, financial guarantee reconciliation and minimum rebate payment, regardless of dispensing channel.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.3 Specialty Drug Price List” means the list of products which identifies the reimbursement rates applicable under this Agreement which is maintained and updated by Vendor from time to time as new products come to market. Any changes to City of Providence’s Specialty Drug Price List after the contract Effective Date will meet the following specifications:

Flagged: RFI

	Response
(a) Unless there is a change to the specialty distribution or labeling due to regulatory or manufacturer requirement, Vendor will not add any drugs to City of Providence's Specialty Drug Price List that were previously available in the market and delivered through mail order and/or retail (i.e., non-specialty) prior to the start of the contract between City of Providence and the Vendor.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(b) Only newly FDA-approved and launched drugs, and drugs not on the market as of the contract effective date may be considered for addition to City of Providence's Specialty Drug Price List after this date.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(c) Vendor confirms that pricing for Specialty Drugs added to the list on or after the start of the contract shall be competitive in the marketplace and considered on an individual drug and/or therapeutic category basis, and shall not automatically default to a minimum discount.	<i>Single, Pull-down list.</i> 1: Yes, 2: No

(d) Vendor confirms it will only modify the list of Specialty Drugs and corresponding pricing terms on 60 days advance written notice to City of Providence along with an explanation of the rationale for such modifications.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
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2.24.4 Vendor agrees to adhere to the following additional criteria for Specialty Drugs and Biosimilars added to the Specialty Drug Price List after the contract effective date:

Flagged: RFI

	Response
Must meet the definition of specialty drugs as defined in the current contract or agreed upon during the RFP	<i>Single, Pull-down list.</i> 1: Yes, 2: No
Must be a drug newly introduced into the market	<i>Single, Pull-down list.</i> 1: Yes, 2: No
Must be consistent with how other medications in that drug's therapeutic class are classified	<i>Single, Pull-down list.</i> 1: Yes, 2: No
Must require a customized medication management program that includes medication use review, patient training, coordination of care and adherence management for successful use such that more frequent monitoring and training may be required.	<i>Single, Pull-down list.</i> 1: Yes, 2: No

2.24.5 Vendor confirms that a follow-on-biologic or generic product will be considered a Specialty Drug only if the innovator drug is a Specialty Drug.

Flagged: RFI

Single, Radio group.

1: Yes,
2: No

2.24.6 Vendor will apply mail order discounts and mail order rebates to non-specialty claims dispensed from Vendor's specialty mail pharmacy.

Flagged: RFI

Single, Radio group.

1: Yes,
2: No

2.24.7 Vendor will attach a complete list of Specialty Drugs by NDC-11 with associated pricing as of the start of the contract. Vendor further agrees that pricing will not deteriorate for the life of the contract.

Single, Radio group.

1: Yes,
2: No

2.24.8 Vendor will attach a complete list of Limited Distribution Drugs (LDD) by NDC-11 with associated pricing as of the start of the contract.

Single, Radio group.

1: Yes,
2: No

2.24.9 Vendor agrees that all Limited Distribution Drugs will receive at least the retail discount guarantee based on classification (i.e., brand, generic, specialty).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.10 Vendor agrees that all Limited Distribution Drugs will be included in the rebate guarantees based on dispensing channel and on classification (i.e., brand, generic, specialty).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.11 Vendor confirms that pricing for all specialty drugs dispensed through its Exclusive specialty network will always be better than its pricing guarantee for Open specialty network drugs (e.g., AWP-X% + \$Y dispensing fee).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.12 Vendor agrees to provide an aggregate annual Overall Specialty Effective Discount (Specialty OED) guarantee in addition to individual discounts for drugs on the specialty drug list.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.13 Vendor confirms that it will provide minimum aggregate semi-annual AWP discount guarantees that are inclusive of all Specialty Drugs dispensed to the City of Providence's Participants.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.14 Vendor confirms it will measure the Retail Specialty Discount Guarantees and pay/credit to City of Providence 100% of any shortfall within 90 days of each semi-annual period, with City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.15 Vendor agrees that all drugs on the specialty drug list that are filled at a PBM-owned pharmacy (including those LDD that the PBM has access to dispensing) will be included in the Specialty OED.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.24.16 Vendor confirms all existing biosimilars and biosimilars new to the market will be priced at a deeper list discount than the original brand.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.25 Specialty Drug Discount Guarantees

2.25.1 Vendor will provide minimum aggregate Retail Specialty AWP discount guarantees that are inclusive of all Specialty Drugs dispensed at retail Participating Pharmacies.

Single, Radio group.

- 1: Yes,
- 2: No

2.25.2 Vendor will provide minimum aggregate Specialty Pharmacy AWP discount guarantees that are inclusive of all Specialty Drugs dispensed at Specialty Pharmacies.

Single, Radio group.

- 1: Yes,
- 2: No

2.25.3 All Specialty Drugs dispensed through a mail order facility will be reconciled against the aggregate Specialty Pharmacy AWP discount guarantees. Vendor will not classify certain mail order facilities as “Retail” specialty pharmacies.

Single, Radio group.

- 1: Yes,
- 2: No

2.25.4 The aggregate Retail Specialty AWP discount guarantees will include all of the following types of drugs:

	Response
(a) current Specialty Drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(b) new to market Specialty Drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(c) existing exclusive distribution and limited distribution of drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(d) new to market exclusive distribution and limited distribution drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(e) existing Biosimilar drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(f) new to market Biosimilar drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No

2.25.5 The aggregate Specialty Pharmacy AWP discount guarantees will include all of the following types of drugs:

	Response
(a) current Specialty Drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(b) new to market Specialty Drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(c) existing exclusive distribution and limited distribution drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No

(d) new to market exclusive distribution and limited distribution drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(e) existing Biosimilar drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(f) new to market Biosimilar drugs	<i>Single, Pull-down list.</i> 1: Yes, 2: No

2.25.6 Minimum aggregate Retail Specialty and Specialty AWP discount guarantees will be reconciled by Vendor semi-annually or annually.

Single, Radio group.

1: Yes,
2: No

2.25.7 Vendor will reconcile Retail Specialty and Specialty AWP discount guarantees individually and pay/credit City of Providence 100% of any shortfall with the City of Providence retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

Single, Radio group.

1: Yes,
2: No

2.25.8 Any Retail Specialty and Specialty AWP discount guarantee reconciliation shortfalls will be paid/credited to the City of Providence within 90 days after the end of the period being reconciled.

Single, Radio group.

1: Yes,
2: No

2.25.9 All new to market Specialty Drugs will be added to the City of Providence's Specialty Drug Price List (if deemed eligible for coverage), with a drug-specific discount, within six (6) months of launch.

Flagged: RFI

Single, Radio group.

1: Yes,
2: No

2.25.10 Vendor agrees that all Limited Distribution Drugs will be reconciled within the appropriate delivery channel guarantees.

Flagged: RFI

Single, Radio group.

1: Yes,
2: No

2.25.11 “New to market” specialty drugs are products that meet the Specialty Drugs definition, that are newly introduced for sale by pharmaceutical manufacturers and made available for dispensing at pharmacies, that aren't included on the City of Providence's current Specialty Drug Price List. Once a drug meeting the criteria outlined above is approved for coverage by the P&T committee, it will be considered a Specialty Drug and no longer considered “new to market”.

Flagged: RFI

Single, Radio group.

1: Yes,
2: No

2.26 Audit Rights

2.26.1 City of Providence or its designee can audit all aspects of the service agreement, including but not limited to the ability to audit system set-up prior to and after implementation using test claims/scenarios, as well as to audit paid claims data, claims processing system, performance guarantees, direct Rebate agreements with drug manufacturers, clinical reviews, and security as part of the annual audit at no cost when positioned as a single scope of work. This includes the ability to audit onsite and perform call monitoring at Vendor sites, including those of Vendor subsidiaries. It is understood that appropriate confidentiality and HIPAA agreements would be executed.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.2 Vendor agrees to provide all necessary documentation (Formulary lists, retail networks lists, MAC lists, LDD lists, Specialty Drug lists, etc.) and all other information reasonably required for the City of Providence or a third-party representative to verify the performance of each contractual guarantee.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.3 City of Providence can choose a reasonable place, time, type, scope, and duration of any audit.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.4 Vendor confirms if it has a black out period for non-implementation audits.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.5 If yes, (a) specify the black out period, (b) confirm non-implementation audits can be initiated during the black out period, (c) confirm the types of audit activities it will accommodate during the black out period.

Flagged: RFI

	Response
Black Out Period	<i>10 words.</i>
Confirm non-implementation audits can be initiated during the black out period	<i>Single, Pull-down list.</i> 1: Yes, 2: No
Confirm the types of audit activities it will accommodate during the black out period.	<i>50 words.</i>

2.26.6 Vendor confirms that City of Providence will bear no cost for any expenses incurred due to an audit (except for the third party costs from the selected auditor).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.7 Audit rights shall survive any early termination of the service agreement.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.8 Audit periods may include up to two (2) consecutive calendar years.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.9 Audits may be performed up to six (6) years after termination of the service agreement.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.10 If the City of Providence has performance concerns due to a violation of law or regulation, a systemic issue affecting multiple Vendor clients, or material error and the City of Providence deems it necessary to conduct an audit, the auditors will be selected by the City of Providence with all audit costs incurred by Vendor.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.11 Vendor confirms that the City of Providence can conduct audits at any time during the contract term upon 30 days' written notice (except during a blackout period if disclosed in this RFP).

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.12 Audits shall be performed by the City of Providence or a designated third party under the terms of a signed confidentiality and non-disclosure agreement. The designated auditor shall operate under a confidentiality agreement covering all external parties, as well as other divisions of its firm.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.13 Vendor will provide a corrective action plan within 30 days of an audit that identifies error, value, and member impact.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.14 In the event that the audit identifies an error that has led to Vendor over-paying on benefits, Vendor confirms it will not seek payment from the City of Providence.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.26.15 If any Audit conducted by City of Providence reveals an overcharge to City of Providence in an amount equal to or greater than five percent (5%) of the aggregate charges payable to Vendor for the period covered by such audit, Vendor shall reimburse City of Providence for the cost of such audit, plus interest on the amount of the overcharge at an interest rate equal to the lesser of one and a half percent (1.5%) per month or the maximum amount permitted by applicable law.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.26.16 If audit discrepancy is a result of human error which requires additional training, training shall be completed within 60 days of receipt of the final audit findings.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.17 Vendor will allow the City of Providence or its designee the ability to review the specialty program including any and all paid claims and documented patient and provider interventions to verify comprehensiveness and effectiveness of services provided.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.18 Vendor confirms it will provide sufficient documentation to validate the implementation and administration supporting any patient assistance programs, including but not limited to copay card and drug specific cost-reduction programs, or any other such offerings that result in adjustments to the drug cost, member cost share and/or City of Providence cost share of prescription transactions.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.19 Vendor agrees that the City of Providence will not be responsible nor assessed a charge for any Vendor expenses related to CMS compliance audits, including the costs to provide necessary records.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

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

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.21 Vendor will perform an annual SSAE 16 (formerly SAS 70) audit and deliver its report to the City of Providence (with bridge letters as requested) no later than November 15th of each year.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.22 Vendor confirms that any revenue flow from pharma to Vendor or a GPO (if applicable), to the City of Providence, would be considered auditable should the City of Providence desire to audit the pharma revenue flow.

Flagged: PowerPoint

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.23 If Vendor uses a rebate aggregator or contracts with another entity for rebates:

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Flagged: RFI

	Response
(a) What is the name of such entity?	<i>10 words.</i>
(b) Describe Vendor's ownership or equity interest in such entity.	<i>20 words.</i>
(c) If Vendor is a partial owner, who are the other owners/partners?	<i>20 words.</i>
(d) Where is such entity headquartered?	<i>20 words.</i>
(e) Will the City of Providence be allowed to audit the actual pharmaceutical manufacturer rebate contracts held by such entity?	<i>200 words.</i>
(f) Approximately what percentage of rebate contracts does Vendor audit each year to confirm that the amounts such entity invoiced manufacturers are accurate?	<i>Percent.</i>
(g) Approximately what percentage of rebate contracts does Vendor audit each year to confirm that the amounts such entity paid Vendor are accurate?	<i>Percent.</i>
(h) Is Vendor's contract with such entity based on fixed rebates per drug or a pass-through of total rebates collected?	<i>Single, Pull-down list.</i> 1: Fixed rebates per drug, 2: Pass-through of total rebates collected
(i) If a pass-through, what percentage is passed through?	<i>Percent.</i>
(j) How many different arrangements does Vendor hold with such entity?	<i>Integer.</i>
(k) Is the data shared with such entity deidentified?	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(l) How long will the information be saved and stored by such entity?	<i>10 words.</i>
(m) Does such entity store information in the Continental US?	<i>Single, Pull-down list.</i> 1: Yes, 2: No
(n) If it is stored outside of Continental US, please disclose where it will be stored.	<i>10 words.</i>

2.26.24 Vendor agrees that vendor's management of MAC drugs, as agreed to in this RFP response, is auditable under a financial audit.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.26.25 Vendor will allow a pre-implementation and/or post-implementation audit to be performed by the City of Providence or one of its third-party consultants, including the audit of ID card production, eligibility, claims processing, and plan design set-up.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.27 Invoice Payments

2.27.1 Vendor agrees that the City of Providence will have up to 5 business days to pay any claim invoice.

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Single, Radio group.

1: Yes,

2: No

2.27.2 Vendor agrees that the City of Providence will have up to 30 business days to pay any administrative invoice.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.27.3 If the City of Providence disputes an invoice within the payment window, the City of Providence will not be required to pay such invoice until the dispute is resolved.

Single, Radio group.

1: Yes,

2: No

2.27.4 In the event of Vendor error or oversight, Vendor confirms it will NOT charge the City of Providence after the normal claims and/or administrative fee billing cycles have ended for the contract year.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.27.5 Vendor confirms that it will provide quarterly reporting of rebates invoiced, collected and paid by channel directly to the City of Providence or a third party designated by the City of Providence.

Single, Radio group.

1: Yes,

2: No

2.27.6 Vendor confirms they will credit City of Providence's invoices within 30 days of audit recoveries.

Flagged: RFI

Single, Radio group.

1: Yes,

2: No

2.28 Annual Market Check

2.28.1 Vendor confirms that the City of Providence shall have the annual right (including in first year of the contract) to evaluate key pricing terms (e.g. AWP discounts, dispensing fees, administrative and clinical program fees, rebates) and all other terms with a financial impact (e.g., generic dispensing rate guarantees, service performance guarantees, trend management guarantees) to ensure that pricing remains competitive in the PBM marketplace throughout the contract term (the "Market Check").

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Single, Radio group.

1: Yes,

2: No

2.28.2 Vendor agrees that with every market check, Vendor will include a review of the biosimilar market and will add biosimilar discounts (individual or aggregate), dispensing fee, and rebate guarantees as the market matures.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.28.3 Vendor confirms that the City of Providence or its designee, will compare the aggregate value of the program pricing terms with the aggregate value of pricing terms then currently available in the marketplace based on benchmark targets and measurements for similar services and for individual companies and pharmacy purchasing collectives of similar size, plan designs, pricing structures and maintenance drug utilization as the City of Providence.

Flagged: PowerPoint

Single, Radio group.

1: Yes,

2: No

2.28.4 Vendor confirms that the Market Check analysis (the "Report") will be submitted to Vendor, who will be required to provide its comments on the report within ten (10) business days of receipt.

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Single, Radio group.

1: Yes,

2: No

2.28.5 Vendor confirms that if the final Market Check Report results in a finding that current market conditions can yield a one percent (1%) or more savings of gross plan costs (defined as eligible charges plus base administrative fees minus rebates), the Vendor agrees to provide City of Providence market competitive pricing to be effective no later than the start of the following Contract Year.

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Single, Radio group.

1: Yes,

2: No

2.28.6 Vendor confirms that if the parties are unable to reach agreement on revised pricing terms and other applicable provisions within 30 days from the date of the final Market Check report, then the City of Providence may terminate the Agreement without penalty, fees, liquidated damages, or loss of rebates upon 90 days' written notice.

Single, Radio group.

1: Yes,

2: No

2.29 Pricing

2.29.1 Pricing Offer - Commercial Plans

2.29.1.1 Vendor confirm the initial contract will be a 3 year contract with optional two 2 year extensions with Market Checks.

Year 1 = July 1, 2025 through June 30, 2026

Year 2 = July 1, 2026 through June 30, 2027

Year 3 = July 1, 2027 through June 30, 2028

Single, Radio group.

1: Yes,

2: No

2.29.1.2 Download the attached Proposed Pricing Terms and complete all fields applicable to your offer. **Once completed the file MUST be attached to this question. Your hardcopy submission must include a printout of the Proposed Pricing Terms document along with all other supporting RFP documents**

Single, Radio group.

Answer and attachment required

- 1: Yes,
- 2: No

2.29.1.3 Vendor agrees that the pricing submitted in this RFP is not contingent on a minimum number of annual or monthly claims.

Single, Radio group.

- 1: Yes,
- 2: No

2.30 Pharmacy Credits

2.30.1 Winning Vendor agrees to provide the City of Providence with the following credits or allowances:

	Proposed credit/allowance (\$) - Year 1	Proposed credit/allowance (\$) - Year 2	Proposed credit/allowance (\$) - Year 3	Proposed credit/allowance (\$) – 3-Year Total
Implementation allowance/credit - to defray certain transition costs associated with moving Client’s business to Bidder. Examples of transition and implementation expenses include: pre/post implementation audits, customized I.D. cards, postage expense for direct mail of I.D. cards and other communication materials to Covered Members, and any special programming required by Bidder and/or Client’s prior pharmacy benefit manager to provide data to Bidder.	100 words.	N/A	N/A	N/A
Administrative/general credit to be used by to offset costs related to managing the prescription drug plan. These include, but are not limited to: <ul style="list-style-type: none"> · clinical programs · data transfer fees · data warehouse fees · customized ID cards · postage expense for direct mail of ID cards and other communication materials to covered members · web related customization/changes · special programming required by Client to provide data to Vendor · pharmacy benefit consulting fees · PBM Admin Fees · annual Rx audits · implementation charges for third party support 	100 words.	100 words.	100 words.	100 words.
Additional notes or comments	500 words. Nothing required	500 words. Nothing required	500 words. Nothing required	500 words. Nothing required

2.30.2 Confirm that the City of Providence may use the above Implementation Credit/Allowance to offset Rx consulting fees associated with this Rx RFP, including fees incurred prior to the July 1, 2025 implementation date.

200 words.

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

100 words.

3 Performance Guarantees

3.1 General

3.1.1 Vendor will agree to place \$30 per member at risk for the implementation guarantees.

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Single, Radio group.

1: Yes,

2: No, explain: [50 words]

3.1.2 Vendor will agree to place \$30 per member per year at risk for ongoing performance guarantees.

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Single, Radio group.

1: Yes,

2: No, explain: [50 words]

3.2 Performance Guarantee Guidelines

3.2.1

Performance Guarantee Guidelines	Performance Standard	Response	Comments
Measurement	<i>For comparison.</i> Vendor agrees that all performance guarantees, except System Availability and Network Audits, shall be measured annually and reported based on the Client's specific data unless otherwise noted, not book-of-business.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Allocation of fees at risk	<i>For comparison.</i> Vendor will allow the Client the flexibility to allocate the total amount at risk among the various performance categories, with no more than 30% of the total amount allocated to any one guarantee. The Client is not obligated to allocate an amount at risk for each and every performance metric; some may have \$0 at risk.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Re-allocation of fees at risk (annual)	<i>For comparison.</i> Vendor will allow the Client the flexibility to re-allocate the total amount at risk among the various performance categories outlined in this RFP at least 30 days before the start of each contract year.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Measurement timeliness	<i>For comparison.</i> Vendor agrees that member satisfaction, account satisfaction, and network access shall be measured and reported to the Client within 45 days of each calendar year. All other service performance guarantees shall be measured and reported directly to the Client within 45 days from the close of each quarter.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Payment of fees at risk	<i>For comparison.</i> Vendor agrees that all performance guarantees will be settled	<i>Single, Pull-down list.</i>	50 words.

	annually. Any penalties due to the Client will be paid/credited within 60 days from the end of the contract year; the Client will not be required to request payment.	1: Yes, 2: No, explain in comments	
Payment Calculation	<i>For comparison.</i> Vendor will pay/credit the specified penalty amount to the Client if the stated performance guarantee is not met (no proration allowed).	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Corrective Action Plan	<i>For comparison.</i> When performance issues are identified, Vendor will agree to provide a corrective action plan within 72 hours of identification of the issue. Once agreed to by the Client, Vendor will adhere to actions and timelines.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

3.3 Implementation Guarantees

3.3.1

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Implementation Guarantees	Performance Standard	Response	Comments
Allocation of fees at risk	<i>For comparison.</i> Vendor will allow the Client the flexibility to allocate the total Implementation amount at risk among the various Implementation performance categories, with no more than 30% of the total amount allocated to any one guarantee. The Client is not obligated to allocate an amount at risk for each and every performance metric; some may have \$0 at risk.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Timeliness and accuracy	<i>For comparison.</i> Bidder guarantees adherence to the mutually agreed-upon implementation work plan for the initial implementation of the prescription drug program. By no later than February 1, 2025, Bidder will collaborate with the Client to identify and agree upon, in writing, implementation tasks, deliverables, and dates necessary to satisfactorily install all members as of 7/1/2025. the Client may assess a penalty for any of the four most important implementation tasks (as agreed to by the Client and Bidder, in writing, prior to the implementation date) which are not completed accurately by the agreed upon scheduled completion dates, provided the Client and any applicable third party fully comply with all related implementation requirements and scheduled completion dates.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Satisfaction	<i>For comparison.</i> Vendor will guarantee overall satisfaction ratings of at least 4.0 on a 5-point scale (5 is best rating). For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale: Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, or Very Dissatisfied. Vendor shall release the Client's satisfaction survey within forty-five (45) days after implementation, and shall be responsible for data collection, analysis and all costs associated with conducting the surveys.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Accumulator Setup	<i>For comparison.</i> Vendor will accurately combine all accumulator data with identified	<i>Single, Pull-down list.</i> 1: Yes,	50 words.

	medical vendors by Effective Date, provided all dependent deliverables of Client are met as outlined in the implementation project plan.	2: No, explain in comments	
Benefit Set Up	<i>For comparison.</i> The initial benefit plan design and clinical programs will be set up with 100% accuracy in the Vendor system by the Effective Date. This guarantee is dependent on receiving final Client sign-off on the Benefit Intent / Plan Design Summary Document and the Clinical Documents as outlined in the implementation project plan.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
External File Loads	<i>For comparison.</i> External files (Claims, Refill and Prior Authorization) will be loaded by agreed upon dates in the project plan. This guarantee is dependent upon receiving clean files in a pre-approved standard format from the current vendor(s) as outlined in the plan.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Member Communications	<i>For comparison.</i> Vendor guarantees that all agreed upon member implementation communications will be mailed to members pursuant to the agreed upon project plan and that communication materials will contain accurate information.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Member Disruption	<i>For comparison.</i> No more than 2% of total Membership will be negatively impacted at pharmacy point of sale by set up issues based on approved intent documentation such as, but not limited to: <ul style="list-style-type: none"> • Pharmacy Network Setup • Plan Design Set up • Clinical Design Set up • Eligibility File Requirements • Eligibility Set Up • Transition Loads (within Vendor control) 	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Member ID Cards	<i>For comparison.</i> Vendor will mail ID cards and/or Welcome Booklets no later than fifteen (15) calendar days prior to the Effective Date. This guarantee is dependent on receiving the final clean eligibility file from Client or Client's eligibility vendor, and Client's sign-off on sample materials by the mutually agreed dates outlined in the project plan.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Open Enrollment Capabilities	<i>For comparison.</i> Mutually agreed up on open enrolment capabilities will be available for Members, such as the ability to price medications per Client specific plan designs. This guarantee is dependent on Client providing all necessary approvals on plan design and account structure 60 days prior to the start date of open enrolment.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

Project Plan	<i>For comparison.</i> Vendor guarantees to meet 100% of the deadlines for the critical path milestones	<i>Single, Pull-down list.</i> 1: Yes, 2: No,	50 words.
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	(which shall be mutually agreed upon by all parties) as identified in the Implementation Plan.	explain in comments	
Testing	<i>For comparison.</i> Vendor will successfully test all major plan provisions (i.e., member cost share including accumulators, retail refill limits, drug coverage rules, penalties, and sampling of utilization management edits across multiple therapeutic categories). This guarantee is available only if Client does not perform a pre- or post-implementation audit and if Client provides Vendor with all necessary information and approvals to begin implementation at least ninety (90) days prior to the Effective Date	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

3.4 Ongoing Performance Guarantees

3.4.1

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Ongoing Performance Guarantees	Performance Standard	Response	Comments
Eligibility Processing - Timeliness	<i>For comparison.</i> One hundred percent (100%) of usable, error-free program eligibility transactions received and loaded by the Vendor without error. Calculated as the number of eligibility files audited and found to be processed and loaded without error within twenty-four (24) hours of receipt, divided by the total number of eligibility files received.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Eligibility - Accuracy	<i>For comparison.</i> Electronic eligibility records will be loaded with 100% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format and Vendor incorrectly loaded the eligibility.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Eligibility error report	<i>For comparison.</i> As long as the Client's eligibility provider continues to accept electronic error reports, Vendor shall produce and transmit an error report on 100% of maintenance eligibility file updates to the Client's designated eligibility provider within twenty-four (24) hours of the Vendor receiving a clean and complete eligibility file.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
System Availability	<i>For comparison.</i> The claims processing system will be available 99.5% of the time to retail pharmacies as measured by the number of hours the system is available, divided by the total number of hours within the reporting period excluding regularly scheduled maintenance or telecommunication failure outside of Bidder's control. Measured on Bidder's book-of-business.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

Accumulator NRT Timeliness	<i>For comparison.</i> At least 99.0% of the time the NRT (near real time) Vendor's accumulator system will accept a valid and mutually agreed upon incoming NRT transaction message and persist it for delivery to the underlying adjudication system within 5 minutes. Data accuracy is	<i>Single, Pull-down list.</i> 1: Yes, 2: No,	50 words.
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	dependent on plan set-up, eligibility feeds and NRT accumulator configuration data. Standard maintenance windows are excluded from the calculation. Measured quarterly, reconciled annually based on the Client specific data.	explain in comments	
Accumulator NRT set up	<i>For comparison.</i> At least 99.0% of the time the NRT (near real time) accumulator routing configuration module will be available and configured correctly by 12:00PM ET on a date mutually agreed upon (scheduled frequency) with designated accumulator partner. Standard maintenance windows are excluded from the calculation. Measured quarterly, reconciled annually based on City of Providence-specific data.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Network pharmacy access	<i>For comparison.</i> Subject to the availability of any active retail pharmacy within the specified area, 98.5% of the Client's members with access to a retail network pharmacy within one (1) mile urban, three (3) miles suburban or ten (10) miles rural of their home zip code (where a pharmacy exists within the specified standard), divided by the total number of the Client members. All three components must be met in order for Vendor to be considered to have met the guarantee.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
ID cards and welcome booklets	<i>For comparison.</i> Within three (3) business days of processing eligibility file, the Vendor will mail 100% of the ID cards and welcome booklets to Client's members.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Call center average speed of answer (ASA)	<i>For comparison.</i> Vendor will provide a dedicated toll-free member service telephone line for use by the Client eligible members. Average speed of all calls answered within 20 seconds. Calculated as the amount of time that elapses once a call is placed into the customer service queue to the time the call is answered by a live customer service representative (CSR). Measurement excludes calls routed to interactive voice response (IVR) system. Excludes calls to the toll-free telephone line separately established for Specialty Drugs. This is measured and reported on a calendar contract quarter and Client specific basis. Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Pharmacist/clinical support ASA	<i>For comparison.</i> Pharmacist/clinical support should be provided within 20 seconds once a member requests to speak to a pharmacist from a CSR or selects this option from the IVR menu to the time the call is answered by a pharmacist. Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Specialty care call center average speed of answer (ASA)	<i>For comparison.</i> 100% of all calls answered by specialty care representative within an average of 30 seconds. Calculated as the amount of time that elapses once a call is placed into the customer service queue to the time the call is answered by a CSR. Measurement excludes calls routed through an interactive voice response (IVR) system. Excludes calls to the general toll-free telephone line separately established for non-Specialty Drugs.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

	Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.		
Call center abandonment rate	<i>For comparison.</i> No more than 2% of calls will be abandoned by caller before Vendor picks up. Calculated as the number of incoming telephone calls to the member service telephone line that are not answered divided by the number of calls received. Measurement excludes calls abandoned within the first 5 seconds and calls to the toll-free telephone line separately established for Specialty Drugs. Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.
First call resolution	<i>For comparison.</i> 95% or more the Client's member calls are resolved during the first point of contact. First call resolution means the call is resolved and the member does not call back regarding the same inquiry. Calculated as the percent of calls resolved during the first call divided by the total number of calls answered by a CSR. Excludes calls to the toll-free telephone line separately established for Specialty Drugs. Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.
Responsiveness to written inquiries from members	<i>For comparison.</i> Bidder will respond to at least 99% of the Client's member written inquiries (including email) which require a response within five (5) business days of receipt and 100% within ten (10) business days of receipt. Response time for all member-written inquiries will be based on the number of business days subtracting the date received from the date answered. Both components must be met in order for Vendor to be considered to have met the guarantee. Should Vendor fail to meet the above stated guarantee in any calendar quarter, Vendor shall credit the Client based on amount at risk allocated to this guarantee.	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.
Member satisfaction survey for members utilizing the pharmacy benefit	<i>For comparison.</i> 90% of Client's plan members will respond as "satisfied" to "highly satisfied" with the services provided under the retail, mail order, and specialty programs divided by total number of survey responses to the Vendor's annual survey. Based on a statistically valid number of respondents from the whole Client's population (e.g., minimum 200 respondents).	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.
Claims processing accuracy	<i>For comparison.</i> At least 99.98% of claims processed and paid accurately based on the applicable coverage, pricing and plan design. Claims processing accuracy rate shall be calculated based upon the following formula: $((\text{total number of paid Claims processed in sample}) - (\text{number of paid Claims processed incorrectly})) / (\text{total number of paid Claims processed})$.	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.
Mail order/specialty pharmacy dispensing accuracy	<i>For comparison.</i> At least 99.996% of all mail order and specialty pharmacy claims dispensed accurately with no errors according to the prescription written (correct drug, correct strength, correct dosage form, correct Covered Member and correct directions) and the Client's plan design. Calculated as the total number of prescriptions dispensed, less the total number of prescriptions dispensed with the incorrect drug, strength, form, patient name, directions, address (resulting in the medication being	Single, Pull-down list. 1: Yes, 2: No, explain in comments	50 words.

	delivered incorrectly) or packaging non-conformances, divided by the total number of prescriptions dispensed.		
Retail paper claims processing time	<i>For comparison.</i> Vendor will respond to (process a check or reject notice) at least 97% of the Client's member submitted claims within five (5) business days of receipt and 100% within ten (10) business days of receipt.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>
Mail order turnaround time (clean Rx)	<i>For comparison.</i> Vendor will turnaround 100% of "clean" mail order pharmacy prescription claims within two (2) working days from the date the prescription is received by Vendor (either via paper, phone, fax or Internet) to the date it is shipped.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>
Mail order turnaround time (non-clean Rx)	<i>For comparison.</i> Vendor will turnaround 100% of claims requiring intervention processed within four (4) business days from the date the prescription is received by Vendor (either via paper, phone, fax or Internet) to the date it is shipped.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>
Account management reporting timeliness	<i>For comparison.</i> Bidder will prepare and provide the Client its standard management/utilization reports (including reviews and appeals management reports) and other standard reports to be mutually agreed upon. Penalty for late delivery of any and all reports, including the report card, any pricing guarantee reports, rebate payments, clinical programs reports, etc. Specified reports (as mutually agreed upon in advance). Online reporting data will be available within ten (10) days after each month end. Billing data will available within ten (10) days after the billing cycle.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>
Account management satisfaction	<i>For comparison.</i> Designated members of the Client's benefits staff will complete an annual report card to evaluate overall satisfaction with account management. Bidder will guarantee overall satisfaction ratings of at least 4.0 on a 5-point scale (5 is best rating). For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale: Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, or Very Dissatisfied. Bidder will be responsible for data collection, analysis and all costs associated with the surveys.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>

Account Management Responsiveness	<i>For comparison.</i> Bidder guarantees that 100% of the Client's calls to the account service team will be responded to within one (1) business day of receipt and 100% of written inquiries responded to within one (1) business day of receipt.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	<i>50 words.</i>
Account Management Issue Resolution.	<i>For comparison.</i> Vendor guarantees that if any issue cannot be resolved within two (2) business days, Vendor will, within one (1) business day of receipt by the	<i>Single, Pull-down list.</i>	<i>50 words.</i>

	account manager, provide an estimated time of resolution via electronic or verbal communication to requestor.	1: Yes, 2: No, explain in comments	
Payment Timeliness	<i>For comparison.</i> Vendor will pay/credit applicable monies owed to the Client in accordance with contractual language (rebate payments, discount reconciliations, ROI guarantee reconciliations, etcetera).	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Report Accuracy	<i>For comparison.</i> All reports will be accurate, including but not limited to the report card, any pricing guarantee reports, quarterly rebate payment reports, annual rebate reconciliation reports, any clinical programs reports, etc.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Plan administration accuracy	<i>For comparison.</i> With written the Client sign-off of the accuracy of the Client's plan designs and/or requested changes and testing, Bidder guarantees that the Client's plan designs, programs and eligibility will be implemented with 100% accuracy. The Client will be responsible for reporting any failure to meet the above stated guarantee to Bidder on an annual basis.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Contract Turnaround Time	<i>For comparison.</i> Initial draft of contract will be provided within three weeks of provisional award of business, inclusive of all RFP commitments. Thereafter, comments will be reviewed and an updated version provided to Client for review within 10-business for each iteration thereafter. Penalty of \$500 per day if not met.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.
Corrective Action Plan	<i>For comparison.</i> For any missed performance guarantee Bidder shall define the source problem and create a written Corrective Action Plan which shall be submitted to the Client within a mutually agreed upon timeframe. Once agreed to by the Client, the Vendor will adhere to actions and timelines.	<i>Single, Pull-down list.</i> 1: Yes, 2: No, explain in comments	50 words.

4 Response Documents

4.1 Vendor will complete all tables in Attachment "Exhibit D - RFP Tables". **Your hardcopy submission must include a printout of Exhibit D - RFP Tables along with all other supporting RFP documents.**

Single, Radio group.

1: Yes,

2: No

5 Reference Documents

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



**BOARD OF CONTRACT AND SUPPLY
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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



**BOARD OF CONTRACT AND SUPPLY
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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.