

**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Pharmacy Benefit Management Services**

RFP No.: RFP1123HRPBM

Issue Date: 1/9/2023

BELOW SIGNED INTENT TO QUOTE AND DATA REQUEST MUST BE RECEIVED NO LATER THAN: 1/13/2023 3:00 PM CST. INTENT AND REQUEST SHALL BE SUBMITTED TO: Rebecca.moore@usi.com.

Data will be sent electronically via secure email or shared site. The link to access the data will be sent to the contact listed below. Please include the full contact information for one (1) person who will be receiving the data at your Company:

Contact Name: _____

Contact Email: _____ **Contact Phone:** _____

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto. On behalf of _____, I confirm we intend to respond to the Pharmacy Benefit Management Services Request for Proposal.

I further acknowledge that any information supplied in conjunction therewith, submitted for the intent of providing services to Rockwood School District will become the property of Rockwood School District, and will be subject to disclosure under the Freedom of Information Act or applicable state law (known as open records law, public records law or sunshine law, Mo. Rev. Stat. Secs. 610.010 to 610.226), regardless of any confidentiality or non-disclosure agreement with USI Insurance Services.

SIGNATURE REQUIRED

Client Name: Rockwood School District		RFP No: RFP1123HRPBM
Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
Phone Number	Fax Number	Email Address

**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Pharmacy Benefit Management Services**

This document constitutes Rockwood School District (hereafter called the “District”) Request for Proposal ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide Pharmacy Benefit Management Services as described in this RFP.

INTENT TO QUOTE AND DATA REQUEST MUST BE RECEIVED NO LATER THAN: 1/13/2023 3:00 PM CST. Please include the full contact information for one (1) person who will be receiving the data at your Company.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2/10/2023 3:00 PM CST. Proposals submitted after that time and date will be rejected and returned.

HARD COPY PROPOSALS SHALL BE SUBMITTED TO:

Coordinator of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025

The electronic copy shall be delivered via email to Rebecca.moore@usi.com and Dean.eggerding@usi.com by the time below. If documents are unable to be emailed, the electronic copy can be uploaded to a shared drive. Please contact Rebecca Moore for instructions prior to the deadline.

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Rebecca.moore@usi.com

All other communications and questions regarding this RFP must be directed to the above individual and received no later than 1/20/2023 3:00 PM CST. No contact with any members of the District’s Board, administration, or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District. Questions will be responded to all at one time following the questions deadline.

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Important Dates and Information

- **Issue Date:** 1/9/2023
- **Intent to Quote & Data Request Due:**..... 1/13/2023 3:00 PM CST
- **Questions Due:** 1/20/2023 3:00 PM CST
- **Finalist Interview(s) tentative:**4/10/2023
- **Plan Effective Date:**.....11/1/2023
- **Line of Service:** Pharmacy Benefit Management Services
- **Eligibility/Census:**..... Available upon e-mailed data request to Rebecca.moore@usi.com by 1/13/2023
- **Plan Information:**..... Available upon e-mailed request to Rebecca.moore@usi.com by 1/13/2023
- **Proposal Due:**..... 2/10/2023 CST
- **Contracts Due:**..... The final contract must be available prior to the District's 6/22/2023 Board meeting
- **Declining the RFP:**..... Companies declining to offer a proposal for coverage should submit their declination via email to Rebecca.moore@usi.com by 1/13/2023
- **Commission:**..... Net of all commissions, contingent commissions or overrides

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I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves over 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 4,000 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at www.rsdm.org.

Rockwood School District is pleased to invite you to submit a proposal for its Pharmacy Benefit Management Services. Proposals submitted in response to the specifications contained herein shall comply with the instructions and procedures detailed in this Request for Proposal (RFP).

The District is seeking proposals for Pharmacy Benefit Management Services for eligible employees, their dependents, retirees, their dependents and former enrollees who are continuing coverage under COBRA. Any additional services your Company believes will be beneficial to the District are expected to be included in the pricing. Plan design details, claims/premium history and current census will be provided upon request. The District has approximately 2,702 employees and 322 retirees who are eligible to participate in its Pharmacy program.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit 1 hard copy of the proposal and 1 electronic copy. Proposals shall be signed and printed, submitted in a sealed envelope that is plainly marked with the title and RFP No.: **RFP1123HRPBM**. Hard copy proposals shall be delivered to:

Coordinator of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025

The electronic copy shall be delivered via email to Rebecca.moore@usi.com by the time below. If documents are unable to be emailed, the electronic copy can be uploaded to a shared drive. Please contact Rebecca Moore for instructions prior to the deadline.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2/10/2023 3:00 PM CST. Proposals submitted after that time and date will be rejected and returned.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate your Company’s capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposals must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

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- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
- (2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals serving on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
- (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
- (4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
- (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
- (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.
 - a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
 - b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposer must provide a Certificate of Good Standing indicating they have filed all reports and paid the necessary fees to the Secretary of State's office in the state they are licensed in.

G. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.

H. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. AWARD

Award(s) will be made to the responsive and responsible Company whose proposal(s) is deemed to be most

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advantageous to the District, taking into account overall content of the proposal, experience and qualifications of the firm and staff assigned, quality of the manner in which the services are proposed to be performed and cost. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Companies as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Company.

4. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

5. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Company, whether or not any agreement is signed as a result of this RFP.

7. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material will become part of any contract between the successful Company and the District.

All responses are the property of the District, not USI Insurance Services, and may be subject to the Missouri Sunshine Law (Mo. Rev. Stat. Secs. 610.010 to 610.226).

8. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

9. PRICE

Companies are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

10. CONTRACT

The District's Board of Education must formally approve the award of any contract(s) or agreement to purchase. The successful Company will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. **The contract term is expected to commence on 11/1/2023 and continue through 10/31/2026.**

11. INSURANCE

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The successful Company will be expected to provide the following types of insurance with the described limits:

- Comprehensive General Liability - \$ 1,000,000 per person per occurrence
(including Contractual Liability)
\$ 1,000,000 property damage per occurrence

\$ 1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$ 1,000,000 per occurrence
- Automotive Liability - \$ 1,000,000 per occurrence
- Professional Errors and Omissions - \$ 1,000,000 per occurrence

12. TAXES

Companies shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

13. NO PARTICIPATION

The successful Company shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

14. USE OF INFORMATION

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. OVERVIEW OF SERVICES AND RFP PROCESS

SPECIFIC SERVICES

Rockwood School District is seeking proposals for comprehensive Pharmacy Benefit Management Services for its 3,024 eligible plan enrollees (this includes approximately 2,702 active employees and 322 retirees). The District's contract with Express Scripts, Inc. expires 10/31/2023.

INFORMATION REQUESTS

Data included: census, summary plan descriptions and claims data necessary for a formulary disruption analysis and claims reprice.

Please contact Rebecca Moore [via e-mail](mailto:Rebecca.moore@usi.com) at Rebecca.moore@usi.com to confirm interest. Data will be sent to all who returned the Intent to Quote and Data Request. The link will be sent to the email address provided.

CRITERIA FOR SELECTION

Proposals will be evaluated by the District and its Consultant. The following will serve as the basic criteria for the selection of the Company eventually chosen.

1. Understanding of the work required by the Company as evidenced by the Proposal.
2. The qualifications of the Company and the team assigned to the District.
3. Total resources of the Company that can be applied to the advantage of the District.
4. The scope of services offered and the extent to which they meet or exceed the requirements of the District.
5. The total cost of the services offered to the District.

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**III. PHARMACY BENEFIT MANAGEMENT SERVICES
QUESTIONNAIRE**

Company's response shall include narrative responses to the questions contained within questionnaire.

GENERAL QUALIFICATIONS AND EXPERIENCE

1. The name, title, mailing address, telephone number and email address of the contact person for this RFP and the proposal.
2. Specify how long the Company has been in business performing the services requested.
3. Indicate whether the Company is privately or publicly held and where your Company is incorporated.
4. Please provide evidence or information as to your Company's financial condition and stability.
5. Provide a copy of your Company's Errors & Omissions policy face sheet.
6. Provide a copy of your Company's comprehensive general liability face sheet.
7. Provide a copy of your Company's fidelity bond face sheet.
8. Describe your Company organizational structure. Does it have an affiliation with other business entities, including any subsidiaries? Has your Company changed ownership or parent company or are you aware of any potential change in ownership or parent company? If so, please explain the nature of these affiliations.
9. Provide an organizational chart or otherwise describe staffing and lines of authority for the key person or personnel who will be involved in servicing the contract.
10. Enclose the résumés for the critical staff who would be involved in implementing and servicing the account once it becomes operational. Please identify the District's primary contact(s) and note that the District expects each will be present during the interview phase. Describe the proposed team's experience in working with school districts. Please indicate with how many clients each proposed team member currently works.
11. Provide a detailed transition plan (in calendar/timeline format) and outline the procedures necessary to implement the services required within the time frame specified as follows. Please describe the specific activities for which the District and Company would be responsible specifying the information that the District must provide. The Company shall provide all necessary transition period services at its own expense.
12. Will the District be held harmless for negligence on the part of the participating pharmacy?
13. Provide a summary of any and all claims, pending litigation and judgments that have been entered against your Company in the past five years that are directly related to its provision of claims administrative services.

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ENROLLMENT, ELIGIBILITY AND PLAN ADMINISTRATION

**Please note that the District currently utilizes Smartben, an online eligibility maintenance platform that includes each of the District's lines of coverage.

1. Provide a description of the options available for the initial eligibility load if your Company was awarded the contract.
2. Please provide a description of ongoing eligibility and enrollment procedures used as new participants are added to the plan. Specifically, address:
 - a. The formats in which you can receive such applications (particularly paperless applications sent via the Internet);
 - b. The edits you conduct when processing applications;
 - c. The procedures you follow upon error detection;
 - d. The eligibility checks you conduct when processing such applications;
 - e. The process you maintain for retaining such records (specifically, maintaining for at least three years' records of date of receipt of application, disposition, and date and reason for acceptance or rejection).
3. Describe the ability of your Company's administrative system to provide a means for the District to transmit electronic eligibility information. Specifically address:
 - a. Your ability and experience in accepting and forwarding full-file transfers;
 - b. The frequency by which you can receive such files;
 - c. The formats in which you can accept such data and other requirements that the District must provide;
 - d. The reconciliation process, if any, you undergo to compare the newly downloaded data with the prior data for error detection purposes;
 - e. Your ability to work effectively with a third party administrator for eligibility purposes. Which independent, third party vendors do your Company currently accept eligibility from and are there any vendors your Company will not agree to work with?
4. Please confirm your willingness to compare District membership with your membership as of a given date, and to identify any discrepancies for reconciliation by both the contractor and the plan.
5. Are you able to receive an ongoing eligibility file from the TPA? Is there a separate charge for this service? What is the implementation timeline to set up this file?

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6. Will you facilitate the initial implementation meetings on-site at the District's identified location? PBM will need to be available to meet via conference call or onsite as often as the District deems necessary during the implementation process.
7. Describe the process and timeline to prepare and issue identification cards (whose format is approved by the District) and verify enrollment information. Please provide a sample ID card.
8. Will your Company charge a fee for card preparation or replacement cards?
9. Can your Company provide a combination medical/Rx card? Can you put the District's name and logo on the ID card? Is there an additional charge for these services?
10. What is the maximum number of identification cards allowed per family without any additional card production charges?
11. Indicate the average and maximum amount of time it takes your Company to issue identification cards after notification of enrollment.
12. Please discuss your procedures and processes for handling the following during the transition period:
 - a. Employee/dependents in active treatment;
 - b. Pregnancy (second and third trimesters);
 - c. Members undergoing chemotherapy or radiation;
 - d. Members confined in a hospital;
 - e. Members under case management;
 - f. Services that have been pre-certified but not completed as of the effective date.
13. Describe your system's security and backup procedures for protecting eligibility files and other confidential information. Also, provide assurance regarding the safeguards you have in place if District participants are provided access to their accounts via the Internet.
14. Describe how you establish and maintain allowable charges for medical procedures in accordance with the District plan document. Specifically, address the following:
 - a. The process or basis for initially establishing allowable charges;
 - b. The process employed to review and update allowable charges;
 - c. Indicate whether your Company could perform a predetermination of allowable charges for elective procedures on participant's behalf.
15. How does your Company administer Coordination of Benefits (COB)?
16. Describe how your Company identifies experimental/investigational treatment that should be disallowed or pended and provide notification to employee and District?

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17. Please review the District's plan designs and confirm that your Company is able to administer the existing plan designs or specifically identify any plan designs that your Company would not be able to administer.
18. Do you identify claims that may be related to third party liability (i.e. medical malpractice, work injury, automobile, etc.)? If so, how do you suspend or investigate potential third party related claims for possible denial?
19. What is the process you employ for recovery of payments made in error to enrollees or providers?
20. Will the District be financially responsible for payments made in error?
21. How would you inform the District of all claims involving third party liability?
22. Describe your administrative system's ability to maintain a log of all on-going and potential subrogation claims including the dollar amount of claims paid out and recoveries received based on information provided by the District. Indicate whether you can provide the District a monthly subrogation claims report.
23. What assistance can the District expect from the Company when it comes to staying in compliance with the Affordable Care Act? Please be sure to specifically address ACA reporting requirements, submission of data, plan member notices, etc.
24. How do you handle maintaining compliance with SBCs? If the TPA and PBM services are separate, do you provide a PBM SBC or will you add the pharmacy services to the TPA SBC?
25. The PBM is expected to help create, develop, issue and maintain a finalized electronic version of the District's Summary Plan Description (SPD) for all eligible participants.
 - a. If TPA and PBM services are separate, will you provide a separate PBM plan document;
 - b. Or will you work with the TPA to incorporate the pharmacy services into the medical plan document?
 - c. If the price for this is not included in the rates, list the price.
 - d. Explain how your Company supports the ongoing process of amending and updating the District's SPD even if you are a standalone PBM. Please detail the timing for this service.
26. How can an employee view how their claim was applied to their plan?
27. How much time is needed to implement benefit plan changes?
28. If the District has a plan design that requires a daily exchange of deductible information between the TPA and PBM, are you able to accommodate?
29. Are you aware of any challenges with co-accumulating deductibles/out of pocket with an outside TPA?
30. Can certain drugs be limited to a specific diagnosis, specific specialty or require pre-authorization or step-therapy? Please describe.

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31. Is your pre-authorization process administered in-house or by a third party? Is there an additional charge?
32. Can you accept and load a prior authorization file to support continuity of the established prior authorization process eliminating member disruption?
33. Can your Company administer plans that include non-Federal Legend (OTC) drugs?
34. How do you handle non-FDA approved claims?
35. Describe the process by which medical necessity is determined and then managed.

MEMBER SERVICES AND CLAIMS

1. Discuss the means by which your Company provides member service to participants. Include the hours of operation when member services staff is available and the process by which inquiries received after hours are recorded and resolved.
2. Will Member Services be available to assist plan members during the initial open enrollment period to address formulary, mail-order transfers, new prescriptions, prior authorizations?
3. Please provide the location(s) of the Member Services staff.
4. Discuss your willingness and ability to assign a dedicated Member Services representative to the District account.
5. Describe in detail your Company's claim/member appeals process.
6. Discuss your willingness to share call logs with the District, upon request.
7. Provide sample communications including welcome packets, FAQs & pharmacy care alerts.
8. Will you provide prior notice on all member communications for review and approval by the District?
9. Please describe, in detail, the services available to both employer and member through your Company's website. What additional services do you plan to make available and when? For example, do you offer a mobile phone app?
10. Is an Internet pharmacy available? If so, please describe.
11. Please explain what is available on your Company's website, for both the District and plan participants (e.g., employer eligibility maintenance, preferred drug listing, plan details, network pharmacy locator, medication cost comparisons, etc.).
12. Please provide a demo ID and password for the District to review your website capabilities.
13. What additional web-based or app services does your Company plan to make available and when?
14. At what point can members review their preferred drug listing (formulary) on-line?

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MAIL SERVICES

1. If your Company subcontracts with an outside mail service vendor, which mail service vendor do you use and how is mail order integrated with your retail program?
2. Where are the mail service facilities located?
3. What is the guaranteed turnaround time for mail order prescriptions?
4. Please provide prescription accuracy percentages for the mail order program (please provide for the past 2 years).
5. What standard usage percentage do you use for mail order refills? Can this percentage be specified by the District?
6. Will you accept an open refill file for specialty and mail order claims? What is the recommended time and frequency of these files?
7. Describe the disaster recovery plan for mail order facilities. Are they redundant?
8. Describe your Specialty Pharmacy Program including its integration with your traditional mail and retail programs. How would you integrate with the District's Medical plan?
9. Describe the process by which a participant who is currently utilizing the District's prescription program would transition to your prescription program. Will a new prescription from a participant's medical provider be required for maintenance drugs with a change in Pharmacy Benefit Manager?
10. Do you repackage mail service Rx sizes to use a different package size pricing?

COST CONTAINMENT

1. Do you have any cost comparison tools to assist employees in comparing drug prices?
2. Please describe your clinical cost management programs, differentiating between your "standard" programs, and programs available at an additional cost. Describe how your programs encourage appropriate OTC usage. In describing your clinical programs, be sure to touch on the following specifics:
 - Anti-fungal
 - Appropriateness of use
 - Daily Average Consumption
 - Gastrointestinal
 - Generic Solutions

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- Maximum Daily Dose
 - Migraine
 - NSAIDs
 - PAIN medication
 - Substance Abuse
3. Do you guarantee clinical program savings?
 4. Discuss how your company manages the cost of injectable drugs.
 5. What programs do you have in place for members and providers as it relates to opioids?
 6. Discuss how your company manages the high cost of gene therapy drugs.
 - a. What is your prior authorization process?
 - b. Do you have any programs in place to assist with client exposure?
 - c. How do you handle new drugs that come on the market?

ACCOUNT MANAGEMENT AND REPORTING SERVICES

1. Identify location(s) where account management will be located.
2. Please confirm Company representatives will be available for enrollment meetings as requested by the District.
3. Please confirm your Company's ability to provide appropriate representation at regularly-scheduled vendor meetings each quarter and occasional committee and Board meetings.
4. Do you sell or distribute any claims data and client information to outside vendors? If so, please describe.
5. Detailed reporting is critical to the effective management of the District's program. Provide a copy of your standard monthly, quarterly and annual reports. Describe your ability to accommodate management reports specifically requested by the District.
6. Are regional and industry benchmarks available as a comparison reporting tool? If so, please provide details concerning the parameters and numbers of clients within each of these benchmark areas.
7. What resources/support does your Company have to provide the detailed timely reporting the District requires (for standard or customized reporting)?

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8. The PBM will be required to submit monthly aggregate reports that separate the plans' Rx utilization, as well as enrollment by the following categories: Actives, Pre-65 retirees, Post-65 retirees and COBRA participants. Please confirm that you will accommodate this.
9. What reports are available via internet? Does this reporting represent real-time data or is it downloaded on a periodic basis?

NETWORK STRENGTH AND DISRUPTION

1. Do you maintain the same pricing contracts for all network pharmacies? If not, please explain.
2. Are all pharmacies in your network on-line?
3. What is the percentage of claims processed on-line?
4. Provide your Company's standard Geo Access results, using the census zips located in the census file obtained by our Consultant.
5. Last year, what percent of claims were rejected? Please give historic data on rejected claims for the last two years by category and give the percentage for each as a percent of all claims submitted.
6. What is the normal time it takes your Company to contract with a pharmacy? Describe how a participant can nominate a prospective pharmacy, and the timing to add the prospective pharmacy to the network.
7. Explain how you maintain quality control with your network pharmacies.
8. What is the process and timing of notification to members and clients about network changes mid-contract?
9. Does your Company offer a smaller, more competitively-priced network? If so, what pharmacies are excluded? What is the average % savings for an employer similar to the District?

FORMULARIES AND REBATES

Please provide a formulary disruption analysis and reprice the claims using the District's claims data provided by our Consultant.

1. How is your Company's prescription formulary developed and administered?
2. How frequently does your formulary change? Please provide samples of communications that would be sent to members when the formulary changes.
3. Will you allow the District the right to accept or reject formulary content decisions that impact plan design? Will you provide data analytics specific to the District's drug mix and the associated economic impact?
4. Are the formularies based on the lowest cost prescriptions available?

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5. Do all drug manufacturers whose products are included in your formulary provide your network with rebates?
 - a. If so, how are the rebates shared with the District?
 - b. If so, are the rebate dollars paid to the District or are credits given prospectively?
6. Will you allow the District, or its third party representative, the access and right to audit all claims, utilization, rebates, contracts (pharmaceutical manufactures and pharmacy networks) and other information relevant to their utilization? Are copies of rebate contracts available for audit?
7. Who is the formulary manager?
8. How long after plan inception is the first rebate share paid and in what intervals thereafter?
9. If a mail order program is offered in conjunction with your retail program, does the formulary rebate program apply to the mail order program?
10. Do you share rebates on specialty (injectable) medications?
11. Provide your guaranteed rebates (e.g., \$xx.xx per claim) for both retail and mail order program.

FINANCIAL

1. The District is interested in pricing for both traditional PBM pricing and a completely transparent, or “pass through” contract pricing. If your Company provides this type of arrangement, please complete the appropriate pricing table.
2. Provide a listing of standard programs and services that are included in the base pricing arrangement. Please complete the appropriate attachment.
3. Provide a listing of additional services and their applicable costs.
4. Please provide current unit pricing (and other specified information) for the top 100 retail drugs by amount and by volume. Please provide via Excel file.
5. Provide a copy of your specialty drug list with NDCs and associated pricing guarantees in Excel format.
6. Please address the following questions regarding your Company’s Maximum Allowable Cost (MAC) program:
 - a. How is MAC pricing established?
 - c. Are various MAC pricing levels available or do you have only one set of MAC pricing?
 - d. What is your average % of generics that are priced at the MAC level?
 - e. Are various MAC lists available or do you have only one MAC list?

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- f. How large is the MAC list? Provide # and % of generics in MAC list.
 - g. How is it updated? How frequently?
 - h. What is your Company's MAC program ingredient cost baseline? Do you guarantee?
 - i. How often does the MAC pricing baseline change?
7. Does your Company charge an administrative fee each time a claim is rejected?
8. What is the fee per claim for paper claim filings?
9. Does your Company provide pharmacists with incentives to dispense generics? If so, please describe.
10. In the MAC program, explain how DAW prescriptions are expensed to the member under:
 - a. A mandatory generic program;
 - b. A non-mandatory generic program.
11. Are plan participants penalized if a mandatory generic program is in place and the pharmacy is out of generic stock?
12. Discuss your Company's generic strategy and specific programs to encourage the use of generic medications.
13. Will you guarantee a generic utilization percentage? If so, for how many years?
14. If requested and approved by the District, will you agree to pass through a per script fee for on-going consulting services for the term of the contract?
15. Please confirm you agree to: Provide an annual market check for the multi-year offer. During the third quarter of each contract year, the PBM and Consultant shall have an opportunity to evaluate the current price in comparison to the current market price to ensure that the pricing remains competitive. If it is concluded that the current market price would yield an annual one percent (1%) or more savings of Net Plan Costs (defined as the sum of the cost of covered drugs, dispensing fees, and claims administrative fees, less rebates received by the sponsor) under the agreement, and PBM is unable or unwilling to offer new terms and conditions that would result in the savings compared to current marketplace rates, then District may terminate the agreement at the end of each contract year with 30 days' notice.
16. Please confirm that no discount guarantee value will be derived from (1) the additional co-pay value in member pay the difference claims, (2) the AWP value from any compound claims or bulk chemical claims that are labeled and adjudicated under U&C, and (3) the AWP value from pharmacy input errors.
17. Please confirm you do not use prices for repackaged pharmaceuticals for reimbursement calculations that result in a higher price per unit than the original product.

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18. Confirm you do not re-classify claims for different purposes (i.e. generic for adjudication, brand for reconciliation, generic for rebate, brand for GDR).
19. Confirm members and/or the District will not pay more for if an interchange occurs initiated by the PBM.
20. Confirm you will pay the same rebate guarantees regardless of plan design, and average days' supply.
21. Confirm you will pay all rebates earned through the period of the contract termination.
22. Please confirm how the specialty guarantee is calculated.
23. Please complete the table below to include your pricing offer and response to our requested contract language items.

11/1/2023 11/1/2024 11/1/2025

Subscribers

Customers

Total projected scripts

- Projected PEPY
- Projected Retail 30 Brand Scripts
- Projected Retail 30 Generic Scripts
- Projected Retail 90 Brand Scripts
- Projected Retail 90 Generic Scripts
- Projected Mail Delivery Brand Scripts
- Projected Mail Delivery Generic Script

Single Source Generics

Define Single Source Generic and/or Limited Supply

--	--	--

Single Source Generics are Priced in the

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Retail 30 day Network

- Retail Brand Discount AWP
- Retail Generic Discount AWP
- Retail Dispensing Fee Brand Per script
- Retail Dispensing Fee Generic Per script

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Pharmacy Pricing Summary

		11/1/202 3	11/1/2023	11/1/202 3
Retail	Retail 90 day Network			
	Retail Brand Discount	AWP		
	Retail Generic Discount	AWP		
	Retail Dispensing Fee Brand	Per script		
	Retail Dispensing Fee Generic	Per script		
Mail Order	Mail Home Delivery			
	Mail Home Delivery Brand Discount	AWP		
	Mail Home Delivery Generic Discount	AWP		
	Mail Home Delivery Dispensing Fee	Per script		
Specialty (Estimated)	Overall Specialty Guarantee			
	Specialty Retail Brand Discount	AWP		
	Specialty Retail Brand Dispensing Fee	Per script		
	Pharmacy Administrative Fee			
Medical Administration Fee Reduction Provided if in Lieu of Rebates				
Clinical Fee/UM Package Fee				
Rebates	Guarantee Retail Brand Per Script			
	Guarantee Retail 90 Brand Per Script			
	Guarantee Mail Brand Per Script			
	Guarantee Specialty Per Script			

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Category	USI Insurance Services is Requesting:	PBM Comments
MediSpan should be the source of determining brand drug status	Brand drugs follow MediSpan Multisource Code Indicators of: MT, NT, OT, MB, NB (At a minimum "M,N,O" should be the multisource code)	
MediSpan should be the source of determining generic drug status	Generic drugs follow MediSpan Multisource Code Indicators of: OB, OG, YT, YB, YG, MG, NG. All drugs adjudicated as generic for a member receive the generic pricing terms. (At a minimum "Y" should be the multisource code)	
AWP definition	Definition includes:	
	- Actual package size at mail, retail & specialty	
	-Utilizes MediSpan on the date of fill and actual quantity dispensed.	
	-Individual claims do not use an annual average or in any way are calculated or adjusted or assigned an alternate NDC number.	
	- Two or more pricing sources are not used simultaneously for pricing adjudication.	
	-No re-packaging or re-labeling.	
Retail Claim Pricing	Provide specific Retail 90 DAY pricing for claims with a >84 days' supply. (if applicable)	
Mail Claim Pricing	All mail claims will receive mail pricing.	
Pricing Guarantee level	Pricing guarantees at the individual client level, not book of business level.	
Pricing Guarantees (offsets)	Pricing guarantees are reconciled individually. A surplus in one guarantee is not used to offset a deficit in a different guarantee. (i.e. a surplus in mail generic not used to offset a deficit in retail brand)	
Single Source Generics & Authorized Generics	All generic drugs (as defined by MediSpan) included in the generic guarantees with no conditions of exclusivity periods or number of manufacturer restrictions.	

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Category	USI Insurance Services is Requesting:	PBM Comments
Reconciliation	Financial guarantees reconciled on an annual basis and any shortfalls from the discount guarantee will be paid out dollar for dollar on an annual basis. Reconciliation completed 90 days after the end of each contract year without any shared savings arrangement. If a shortfall, this is paid to the client whether the client renews or not.	
Reconciliation	No discount guarantee value will be derived from (1) the additional co-pay value in member pay the difference claims, (2) the AWP value from any compound claims or bulk chemical claims that are labeled and adjudicated under U&C, and (3) the AWP value from pharmacy input errors.	
Reconciliation	U&C claims & zero balance claims excluded from the guarantees.	
Reconciliation/DAW 5	PBM prices and reconciles “House generics” (DAW 5's) as a generic drug and have a generic copay applied.	
Specialty	Generics on specialty drug list get included in the mail or retail generic guarantee (or, at a minimum, generic drugs on the specialty list should have their own specialty generic guarantee).	
Specialty	Provide a default Specialty Rx discount by therapeutic category for future brand and generic drug introductions.	
Retail Network	PBM's pricing offer is for their broadest national network, which includes all major chains.	
Zero Balance Logic	Turn off zero balance logic – A ZBD claim is one where a group pays no part of the pharmacy reimbursement because the pharmacy reimbursement is equal to or below the member’s co-pay amount. For ZBD claims, the member pays the lowest of: 1) sum of the discounted ingredient cost + dispensing fee; 2) participating pharmacy’s U&C; or 3) the member’s co-payment. This extends to both retail and mail order pricing.	

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Category	USI Insurance Services is Requesting:	PBM Comments
Mandatory Programs	The Pricing offer does not require implementation of any mandatory programs. For example: mandatory mail, exclusionary formularies, clinical programs and/or plan design changes.	
Unpaid Co-pay	Individual clients will not be responsible for any unpaid Plan Participant co-payment or co-insurance amounts.	
Mail Order Postage Increases	PBM agrees to not increase dispensing fees or shipping fees in postal/shipping rates during the contract term.	
Data Sharing	PBM agrees to share a full claims file with NDC-11 detail on a quarterly basis, plus a complete formulary list, both at no additional charge, with MMA to monitor effective rate performance.	
Consulting Payment	PBM agrees to provide per claim, to compensate MMA for on-going consulting services. This is client funded but PBM administered.	
MAC Pricing	MAC Lists- PBM agrees to use the same MAC product list at retail and mail with a more favorable pricing schedule at mail order than retail, such that the ingredient cost of individual product will never be more expensive at mail than at retail.	
Exclusions	Discounts & Discount Guarantee Calculations – PBM agrees to exclude the following from all contract discounts and discount guarantee calculations: (1) DAW 5 claims, (2) member co-pays for member pay the difference claims, (3) member co-pays for ZBD claims, (4) claims audit recoveries, (5) therapeutic substitution savings, (6) COB claims, (7) DMR claims, (8) Specialty Rx claims, (9) 340b claims, (10) Workers Comp claims, (11) subrogation claims, or (12) OTC claims. Specialty Drug claims will be assigned their own guarantees and will be excluded from all other contract financial guarantees.	

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Rebates (if provided instead of medical admin fee CREDIT)		PBM Comments
Rebates	The rebate guarantees are not subject to downward revision based on formulary percentage criteria, day's supply criteria or change in drug utilization (i.e. less Hepatitis C utilization).	
Rebates	PBM pays the greater of: a minimum Retail/Mail/Specialty rebate guarantee or a 90% pass through share of total rebates (including specialty).	
Rebates	Rebates associated with Diabetic Testing Strips is included in the rebate offering	
Rebates	PBM agrees to make rebate payments within 90 days of the end of the quarter.	
Rebates	PBM ensures that the manufacturer rebate sources that they are using to calculate rebates and passing through for this offer includes the following: (base rebates, incentive rebates, utilization/tier rebates, specialty rebates, administrative fees, management fees, program funding, postage fees for member and physician communication, etc....)	
Rebates	Contract rebate guarantees are not subject to change as a result of known brand patent expirations.	
Specialty Rebates	Specialty claims should receive a rebate guarantee and be included in the pass-through share.	

OTHER / SUBJECTIVE CONSIDERATIONS:

1. The District requires access to historical data necessary to convert to a new plan provider at the expiration of this contract. Would your company, within 60-days following notice of contract termination, provide data on deductibles paid, co-payments paid, Coordination of Benefits, eligibility information, and a plan for the claims run out process which would be reasonably required by

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another organization to provide ongoing claims administration in hard copy and/or by electronic file as specified by District? Please identify any expenses.

2. Please describe your Company's willingness to work with outside vendors (stop loss, disease management, etc.) and outline the data-sharing process between the two organizations. Please identify any additional charges associated with allowing the District this flexibility. Please note that the District may request additional claim and cost management details in addition to your Company's "standard" reporting in order to manage stop loss coverage. Please confirm that your Company will agree to this and note that, if your Company is unwilling or unable to agree to this, this may diminish your Company's chances of contracting with the District.
 - a. Please confirm your Company's willingness to provide the plan data and information requested to help the District manage its stop loss coverage. Please provide the types of reports and frequency sent.
 - b. Are there additional costs associated with this data sharing?
 - c. Will you also provide year end detailed data to assist with a full claim reconciliation for stop loss purposes? Your Company's response to this question is very important to the District.
3. Are you willing to provide any funding for District communications or enrollment technology?
 - a. If including a fund in your proposal, please provide the process and frequency for monitoring the balance;
 - b. Provide the list of eligible services or indicate if flexible;
 - c. What is the invoicing and reimbursement process?
4. Please provide a detailed description of your HIPAA administration procedures.
5. In addition to the programs and services your Company has already identified, what other programs and services does your Company provide that either compliment these initiatives or is superior alternatives to them?
6. Please provide a copy of the proposed contract between your Company and the District.
7. The District may request a claim audit at some point. Please outline your policy regarding data, onsite vendors, etc.
8. Do you offer EGWP retiree benefit solutions? If so, please provide information.
9. Please note any other information that you believe differentiates you from your competitors.

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IV. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Company will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Company agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Company would be expected to commence the services on 11/1/2023 and continue through 10/31/2026. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Company warrants and represents to the District that the Company possesses the background, experience, expertise and qualifications to undertake and to carry out the services. The Company further warrants and represents that the services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. REMEDIES FOR UNSATISFACTORY SERVICES

In the event the Company fails to provide the services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Company to re-perform the unsatisfactory services at no cost to the District; (b) refuse to pay Company for services, unless and until services are corrected and performed satisfactorily; (c) require Company to reimburse the District all amounts paid for such unsatisfactory services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. INSURANCE

A. Company shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, professional errors and omissions and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Company's services under this Agreement.

C. Certificates of insurance of Company's insurance coverage shall be furnished to the District at the time of commencement of the services.

D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. TERMINATION

A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Company shall be paid

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for services satisfactorily performed up to the time notice of termination is received. Company shall also be paid for all services satisfactorily performed between the time notice is received and the date of termination; as long as all such performed services are approved by the Board in a separate writing and in advance of their performance.

B. In the event of a breach of this Agreement by either Company or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

6. INDEMNITY

Company agrees to indemnify and hold harmless the District and the members of the Rockwood School District Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Company's actions or omissions relating to this Agreement, or arising out of Company's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Company.

7. FISCAL FUNDING

While parties intend for the term of this Agreement to be three (3) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the services performed up to the date of the termination.

8. GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

9. REPORTING

During the term of this Agreement, Company shall report to, and confer with, the District's Consultant and/or their designee on a regular basis, and as may be reasonably requested, concerning the services performed by Company and issues related to the services. Company also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

10. ASSIGNMENT

Company agrees, for Company and on behalf of Company's successors, heirs, executors, administrators, and any person or persons claiming under Company, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to

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execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

11. LICENSES AND PERMITS

Company shall obtain at Company's expense all licenses and permits necessary to perform the services.

12. CONTRACTOR REPRESENTATIONS

Company acknowledges and represents that (i) Company is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Company, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Company and to bind Company to the terms hereof, and (iv) Company will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Company also agrees to abide by all applicable District policies and regulations.

13. INDEPENDENT CONTRACTOR

The District and Company agree that Company will act for all purposes as an independent contractor and not as an employee, in the performance of Company's duties under this Agreement. Accordingly, Company shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Company's services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Company and Company's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Company shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

14. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Company will provide documentation and a sworn affidavit that all employees of Company are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Company must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://revisor.mo.gov/main/PageSelect.aspx?section=285.530>) the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

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A. CONTRACTOR’S PERSONNEL

The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.

The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the District the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the District a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. NONDISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws

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and regulations. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

16. DATA SECURITY GUIDELINES

- A. Company must include their Data Governance Policies and Procedures.
- B. Company must provide a certification of Cybersecurity/Data Breach and Cyber Malpractice Insurance.
- C. Company must provide acknowledgement of District Data Governance policies and requirement (Exhibit B). Due to individual vendor processes and procedures, data governance expectations will be discussed during contract refinement. At a minimum, the final contract shall include the following data governance expectations:
 - 1. The district owns all employee/district data that is shared, collected and/or generated through use of the system
 - 2. Access to and use of district data is limited only to those that need to have access to perform required support of the system
 - 3. District data cannot be used for marketing, advertising or data mining, or shared with 3rd parties unless allowed by law and authorized by the district.
 - 4. Vendor must disclose where and how confidential or critical information will be stored and ensure that all district information will only be stored on servers in the United States
 - 5. All data will be maintained in a secure manner and appropriate technical, physical and administrative safeguards are in place to protect the data
 - 6. Vendor must disclose how and when data will be destroyed
 - 7. In the event that the district and/or vendor terminates services, all data must be provided to the district in an agreed upon method and all data stored on vendor systems must be de-identified and/or deleted. Vendor must provide to the District's Chief Information Office an affidavit acknowledging the de-identification and/or deletion of data within 30 days of termination of services.
 - 8. In the event of a data breach, vendor must immediately notify the district and assume liability of district costs resulting from the breach
 - 9. Vendor will ensure encrypted method of all data transactions with the district
 - 10. All employee data portals are secured through the use of verified digital certificates

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11. A data inventory and/or dictionary must be provided to the district's Chief Information Officer

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EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The Proposer must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at www.e-verify.gov/.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP/RFO Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Rockwood School District with all documentation required in Box B of this document.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

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(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative's Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the consultant/contractor must perform/provide each of the following. The consultant/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: www.e-verify.gov; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the consultant's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant's/contractor's name and the MOU signature page completed and signed, at minimum, by the consultant/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the consultant's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this document.

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EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The consultant/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
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EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed by the consultant/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **RFP/RFQ Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity
Representative’s Name (Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

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EXHIBIT B

Data Governance Addendum for District Data of the Rockwood R-VI School District

Data Governance Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

- **Data Storage/Maintenance.** The parties agree that all data collected or held by Company (including but not limited to Customer students' names and other information) shall be stored within the United States of America. The parties further agree that Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- **Data Encryption.** In conducting data transactions and transfers with the Customer, Company will ensure that all such transaction and transfers are encrypted.
- **Data Portals.** Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- **Data Breach.** Company agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it User Data that the Customer provided Company or that Company collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data ("Security Incident"), then Company will promptly, subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.

If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Company shall also be responsible for the cost of investigating any Security Incident determined to be

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caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Company shall also be required to outline for the Customer the steps and processes that Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

- **Data Dictionary.** Company will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected Customer data.
- **Data Ownership.** The parties agree that, notwithstanding Company's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Company or that Company collects from the Customer. Company further agrees that Customer data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing.
- **Company Access to Customer Data.** The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no significant criminal history.
- **Data Handling in the Event of Termination.** In the event that the parties terminated their agreement for the provision of Company's services, upon written request any Customer data within Company's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Company's services, then that data must also be de-identified/deleted.
- **Cyber Security Insurance.** Company will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.
- **Company Visits to Customer Property.** The parties recognize that certain Company employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on Customer's property, the parties agree that, before any such visits to the Customer occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with

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the Customer's students. Company will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer's property as described herein.

ROCKWOOD R-VI SCHOOL DISTRICT

COMPANY

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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COMPANY IDENTIFICATION FORM

Designate one individual as the Company's representative to the District during the term of the Agreement. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
---------	----------------	-------------	-------

E-mail Address _____

Years in Operation	Years under current structure and/or under previous structure
--------------------	---------------------------------------------------------------

1) Name of Company's Officers:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

Company Officer's Name _____
Signature _____ Date _____

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REFERENCES AND EXPERIENCE

Each Company must submit a minimum of five (5) references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as primary references any current services currently in force with public school districts; include contacts and telephone numbers for each reference. Use additional pages for additional contacts. Preference will be given for Missouri public school district experience/references.

1) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

2) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

3) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

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4) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

5) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

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REFERENCES AND EXPERIENCE (continued)

Three (3) contracts terminated within the last five (5) years should be noted below. Submit full details of all terminations. The District will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company.

If the Company has experienced no such terminations in the past five (5) years, so indicate.

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			
Contract Value			

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PERFORMANCE GUARANTEES

PBM Performance Criteria	Internal Performance Standard	Proposed Guarantee	Actual Results 2019
IMPLEMENTATION Amount at Risk	Administrator will meet all the significant deadlines related to program implementation as agreed to at the project-planning meeting.		N/A
DATA INTEGRATION Amount at Risk	Provide specific guarantee that is focused on data integration between the PBM and the Medical TPA.		
COST CONTROL MEASURES <ul style="list-style-type: none"> • Generic utilization • Specialty utilization and savings Amount at Risk			
MEMBER SERVICES Member Services Phone Response/Abandonment Rates Written Responses Amount at Risk	<ul style="list-style-type: none"> • ___% reach live voice within 30 seconds with an average speed of answer of 30 seconds or less • Abandonment rate less than ___% • ___% of member services issues will be resolved on first call • ___% within 7 working days to acknowledge receipt of inquiries • ___% of written inquiries resolved within 30 business days 		

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PBM Performance Criteria (Continued)	Internal Performance Standard	Proposed Guarantee	Actual Results 2019
MAIL ORDER CLAIMS PROCESSING Mail Order Scripts Entered into System Claim Turnaround Time Amount at Risk	<ul style="list-style-type: none"> • Within ___ calendar days of receipt • ___% processed within 3 calendar days of receipt 		
REPORTING Amount at Risk	<ul style="list-style-type: none"> • On-line access • Monthly/annual utilization reports • Monthly claim reports • Availability of reports / data by ___ of following month • Quarterly <u>comprehensive</u> plan review (in person) 		N/A
SATISFACTION SURVEY Amount at Risk	Vendor will guarantee a positive response rate of ___% patient -based satisfaction survey		
COST PERFORMANCE GUARANTEE Amount at Risk		Significant preference will be given to PBMs willing to guarantee overall trend results lower than industry trend. Trend to be mutually agreed-upon prior to contract year.	
TOTAL AMOUNT AT RISK			N/A