Request for Proposal

RFP #UCA-20-004

Pharmacy Benefits Manager

Opening Due Date: July 9, 2019 at 10:00 a.m.

ISSUED BY:

UNIVERSITY OF CENTRAL ARKANSAS
PURCHASING DEPARTMENT
2125 College Avenue, Suite 2
CONWAY, AR. 72034
(501) 450-3173

ISSUE DATE: June 6, 2019
TABLE OF CONTENTS

Section I: General Information on RFP and UCA
   A. Introduction to UCA
   B. Intent of Proposal
   C. Contract Rate Guarantee Period
   D. Proposal Confidential Information
   E. Right of Refusal
   F. Proposal Process Information
   G. Contact Information

Section II: Questionnaire
   A. General Information
   B. Clinical Programs
   C. Pharmacy Network
   D. Claims Processing, Benefit Plan Design and Implementation
   E. Reporting
   F. Member Services
   G. Eligibility
   H. Rebates
   I. Disease Management / Provider Initiatives
   J. High Deductible & HSA Type Plans
   K. Medicare Part D
   L. Formulary
   M. Performance Objectives
   N. Audit Rights Agreement
   O. Additional Fees to Consider
   P. File Distribution to Consultant

Section III: Pricing
   A. Pricing Quotes
   B. Transparency Questions

Section IV: Contracting
   Specific contract given for review

Section V: Summary of Attachments
   A. Required Attachments
   B. Summary of Information Given

Section VI: Appendix List
   1. UCA Census
   2. Current Benefit Plan
   3. Proposed Benefit Plan
   4. UCA Claims Data
   5. Transparency Pricing Request
   6. Specialty Drug Pricing Form
   7. Pass-Through Contract
   8. Audit Rights Statement
SECTION I

A. INTRODUCTION TO UCA:

The University of Central Arkansas (UCA) is seeking proposals from qualified Pharmacy Benefit Management firms to provide claims/administrative services for its self-funded medical plans which cover approximately 1250 active employees, COBRA participants, and retirees (pre-65).

UCA’s benefits consultant is:
Tom Kane
Executive Vice President, Director of Life and Health
Stephens Insurance, LLC
111 Center Street
PO Box 3507
Little Rock, AR 72201
501-377-8411
tkane@stephens.com

B. INTENT OF PROPOSAL:

*UCA has the desire to provide its approximate 2200 members a “Pass-Through Pricing” pharmacy program.* Respondents need to consider this solicitation is for a two (2) year transparent contract. By offering this, UCA will be able to better direct its members in controlling their pharmacy expense. With this goal, UCA is seeking the best service and net value through this RFP process. With the intent of a more open arrangement, UCA is requesting quotes with a total Transparent and “Pass-Through” Pricing strategy.

C. CONTRACT TERM PERIOD:

The period concerning this RFP begins January 1, 2020 and ends December 31, 2020. There will be potential for continuation of the contract through subsequent periods. Contract time cannot exceed a total of seven (7) years.

D. PROPOSAL CONFIDENTIAL INFORMATION:

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The University will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the University may consider all or parts of the offer public information under applicable law even though marked confidential.**
E. EVIDENCE BASED FORMULARY MANAGEMENT

Plan Sponsor may implement an evidence based formulary management program using reference pricing, step therapy, prior authorization and dose optimization to save money without sacrificing patient safety. One suggested program is independently managed by RxResults located in Little Rock, Arkansas. This program may also be independently managed by the Stephens pharmacy personnel. You cooperation and your ability to administer a third-party clinical formulary – including, but not limited to, reference pricing (patient pays difference between a specific per unit price and the calculated unit price of a drug for certain products) – is required.

Coordinated implementation of RxResults or others (Including the Stephens Pharmacy team) includes, but is not limited to:

- Applying approved changes into PBM adjudication system and testing for accuracy
- Supplying physician/prescriber addresses for physicians of affected members
- Providing NCPDP post-adjudicated claims files to RxResults or others
- Providing prior authorization placement and claims history review functionality via online access to prescription claims adjudication system

F. RIGHT OF REFUSAL:

UCA reserves the right to accept or reject any and all responses submitted to this RFP. UCA reserves the right to withdraw the RFP at any time. This RFP document should in no way be construed as a commitment to purchase on the part of UCA. All decisions are made by UCA and are final.

G. EVALUATION CRITERIA:

The University is interested in selecting a qualified firm with the ability to provide Prescription Drug Management Services. A key component for the successful firm will be the ability to meet the University’s performance desires while minimizing the cost. The Evaluation Panel will consist of University of Central Arkansas staff and any other person(s) designated by the University. To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent’s ability to provide all requested services (30 points)
2. Related experience with similar projects, company background and personnel qualifications (30 points)
3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover) (40 points)

Following review of the proposals, the Panel may invite one or more proponents with the highest ranking to make an oral presentation. Each firm must be represented by an individual who will be the prime contact person to the University and any other individuals whom the firm may select. The Panel will evaluate and score each presentation and highest-rated company will be sent a letter of intent to award a contract. A contract will be awarded after UCA Board of Trustee approval. To that end, the Panel will evaluate the presentations based on, but not limited to, the following criteria:
1. Presentation (50 points)
2. Response to Questions (25 points)
3. Overall Team Representation, Qualifications and Project Approach (25 points)

H. PROPOSAL PROCESS INFORMATION:

<table>
<thead>
<tr>
<th>Anticipated Timeline Process Event</th>
<th>Target Date</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>June 6, 2019</td>
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<tr>
<td>Deadline for Written Inquiries</td>
<td>June 13, 2019</td>
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<tr>
<td>Questions Answered</td>
<td>June 20, 2019</td>
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<tr>
<td>Proposals Due</td>
<td>July 9, 2019</td>
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<tr>
<td>Possible Finalist Interviews, if needed</td>
<td>July 23, 2019</td>
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<tr>
<td>Board of Trustee Review</td>
<td>August 16, 2019</td>
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<tr>
<td>Contract Award after Legislative Approval</td>
<td>August 16, 2019</td>
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<tr>
<td>Contract Effective Date</td>
<td>January 1, 2020</td>
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Proposal forms and specifications are available on the University’s web site at http://www.uca.edu/purchasing and must be delivered to the University of Central Arkansas Purchasing Department, 2125 College Avenue, Suite 2, Conway, Arkansas 72034, up to but not later than, **Tuesday, July 9, 2019 at 10:00 a.m.**

The University reserves the right to reject any and/or all proposals received.

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<tr>
<th>Information on Technical Data &amp; Written Questions</th>
<th>Information on Bid Process/Clarification</th>
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<tbody>
<tr>
<td>Graham Gillis, Human Resources Dept.</td>
<td>Meghan Cowan, Purchasing Dept.</td>
</tr>
<tr>
<td>(501) 450-3181</td>
<td>(501) 450-3156</td>
</tr>
<tr>
<td>Email: <a href="mailto:ggillis@uca.edu">ggillis@uca.edu</a></td>
<td>Email: <a href="mailto:meghanp@uca.edu">meghanp@uca.edu</a></td>
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Submit one (1) ORIGINAL hard copy and seven (7) electronic copies on flash-drives of all proposal documents. Flash drives must clearly identify the company name.

Deliver sealed proposal(s) to the University of Central Arkansas, Purchasing Department, 2125 College Avenue, Suite 2, Conway, AR 72034 on or before July 9, 2019 at **10:00 a.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Proposals must be mailed allowing adequate time for delivery.

Review all addendums/clarifications/questions/answers on the University’s website at: http://www.uca.edu/purchasing
REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-20-004  Buyer: Meghan Cowan
Description: Pharmacy Benefits Manager  Bid Opening Date: July 9, 2019
Date: June 6, 2019  Bid Opening Time: 10:00 a.m.

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER’S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN “NO BIDS” TO THE UNIVERSITY OF CENTRAL ARKANSAS PURCHASING OFFICE.

Company Name: ___________________________________________________________

Name (Type or Print) _______________________________________________________

Title: _________________________________________________________________

Address: _______________________________________________________________

___________________________________________________________

Telephone Number: __________________________ Fax Number: ___________________

E-Mail Address: _________________________________________________________

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

________________________________________________________________________

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: __________________________________________________________________
G. CONTACT INFORMATION:

Please provide the following responses about your organization. Provide separate responses for retail, specialty and mail service if applicable.

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Web Address</th>
<th>Contact for this Proposal</th>
<th>Contact E-mail Address</th>
<th>Contact Phone Number</th>
</tr>
</thead>
</table>

Please list any companies and complete contact information as outlined above to which you subcontract services, this includes but is not limited to Specialty Pharmacy services, Rebate Services and Mail-Order facilities.
SECTION II  QUESTIONNAIRE

A. GENERAL INFORMATION:

1. List the information UCA is required to provide for implementation of an account.

2. Do you process your own claims? Please describe your claims adjudication process. What software do you use to process claims? Do you own your own claims adjudication software? If not please explain in detail who owns the software and what part you play in the plan set up, changes in plan set up and where the software resides. If you do not own your claim adjudication software please describe in detail what arrangement you have to access the claims adjudication software and the claims data produced by the adjudicated claims.

3. Do you process your own rebates? Do you hold manufacturer rebate contracts with drug manufacturers? Do you utilize a rebate aggregator to process rebates? If so, who is your rebate aggregator? Please describe your rebate collection and payment process. Also, please describe your ability to provide rebate data at the individual drug level. Please provide a detail timeline.

4. Do you own your mail order facility? If not, who do you contract with for that component?

5. How do you facilitate/implement the conversion from a group’s current PBM to you?

6. Are you willing to pay an implementation fee to cover cost of implementation to be determined at the discretion of UCA including but not limited to mailing of ID cards and implementation packets?

7. You will be required to provide network and/or formulary disruption reports prior to award of contract. Please outline in detail this process and the data necessary to perform the disruption reports. Are you able to utilize Pharmacy NABP and/or NPI numbers?

8. Will you provide at no charge a member ID card where the medical and pharmacy is combined? Will you allow UCA to print their ID Cards containing PBM information in-house or via the TPA? If so, how do you assist in that process?

9. Please describe your Account Team set-up and management hierarchy. Please include names and contact information.

10. Post go-live implementation, please certify that you will provide a dedicated PBM representative to be available triaging calls the first 30 days.

11. Please confirm that you will assist with member communication materials including but not limited to any SPD and SBC language requested by Sponsor at no additional charge.

12. How many clients and lives do you have under administration, broken down among client type: employer, TPA, health plan etc.
B. CLINICAL PROGRAMS:

1. Do you provide Drug Information Service and how does it function?

2. How do you recommend driving market share within therapeutic classes, considering therapeutic efficacy, rebate comparison and physician education.

3. Provide a description of your Drug Utilization Review (DUR) programs to include retrospective, concurrent, and prospective programs. Are there additional fees for any of these services? Please be specific.

4. How do you monitor Controlled Substance drug usage? Are there additional fees for any of these services? Please be specific.

5. How do you monitor Therapeutic Duplications? Are there additional fees for any of these services? Please be specific.

6. How do you monitor Drug to Drug Interactions? Are there additional fees for any of these services? Please be specific.

7. What are your parameters for fraud/abuse edits at the member, pharmacy, and physician levels? Are there additional fees for any of these services (if so, include in price quote)? Please be specific.

8. What other programs do you have that promote cost-effectiveness? Please provide sample reports demonstrating your ability to substantiate savings and associated costs.

9. Can you develop a UCA specific formulary? Will you be able to conduct a formulary disruption report prior to changes? This report must verify and communicate any changes to rebate guarantees.

10. Can you provide online member access to a specific formulary?

11. Will a specific formulary change the rebate guarantees? If so, please explain. Are you able to document relative rebate difference between medications within a therapeutic category?

12. What are the limitations to UCA’s ability to customize quantity limits or days supply for specific medications?

13. How will clinical criteria be applied to mail order?

14. What is your Prior Authorization approval percentage as it applies to your book of business. If possible, provide approval percentage by type of PA (administrative PA, Therapeutic PA, etc.)

15. Please list the clinical reports that are available and at what intervals they will be provided to UCA and UCA Consulting Services. Please provide sample Reports and include in Attachment 8. Are there additional fees for any of these services? Please be specific.
C. PHARMACY NETWORK:

1. Describe your proposed pharmacy network in terms of size and nationwide coverage. Include your proposed pharmacy network for the State of Arkansas in terms of size and coverage.

2. Describe your pharmacy credentialing processes.

3. Describe any unique network options, e.g., regional, nationwide, narrow, a specific network for one client.

4. How do you decide if it is necessary to add another pharmacy in a given geographic area to your network?

5. How do you account for and communicate pharmacy closings?

6. How many pharmacy contracts within the last year have terminated and why?

7. How do you educate your network concerning a new plan sponsor or group?

8. How do you support your clients by educating the pharmacy network on client specific items?

9. Describe the function of your Customer Service Department, times available, training, certified pharmacy techs and contact info for head of department.

10. What is your position on the following pharmacy network pricing criteria?
    a. Do you use more than one source of AWP? What references are used and what criteria are used to select a specific AWP among sources?
    b. Can you support different pharmacy network pricing for the same employer group?
    c. Can you support unique contract parameters, i.e., $2.50 minimum reimbursement or a 50% co-payment plan?
    d. Are there any system limits to calculating lesser prices between?
       i. AWP discount and dispensing fee
       ii. Usual and Customary Pricing
       iii. Maximum Allowable Cost (MAC) and dispensing fee

11. What options do you have for pricing prescriptions less than the member’s copay?

12. Do you capture and compare the usual and customary charge with each retail claims submission?
13. How do your mail-order and retail prescription claims processing systems integrate? Please be specific how retail and mail services integrate concerning Refill Too Soon parameters.

14. Can you support non-traditional dispensing units, i.e., home infusion companies?

15. Is your specialty pharmacy program in-house or outsourced? If it is outsourced, who is the provider? If multiple providers please list all providers.

16. Please describe any pricing advantages available by using an exclusive Specialty Pharmacy.

17. Please describe the process a member would undergo to utilize the specialty pharmacy program.

18. Describe the audit process of the provider pharmacies in your Retail Network. How are discrepancies reported and UCA reimbursements made? Please verify that you will audit at least 3% of your pharmacy network per year.

D. CLAIMS PROCESSING & BENEFIT PLAN DESIGN AND IMPLEMENTATION:

1. Do you provide assistance in devising new pharmacy benefit programs and evaluating cost savings achieved by changes in benefit language?

2. Describe how long it takes to set up a new benefit design with:
   i. Initial benefit design
   ii. One change compared to an existing plan
   iii. Multiple changes

3. Can your system support variation in days supply for various therapeutic classes, i.e., UCA defined maintenance list?

4. Can your system support maximum out-of-pocket per member and per family plan designs? Please describe in detail how you work with TPA’s or other third parties to integrate medical and pharmacy out-of-pocket. Are there additional fees for any of these services? Please be specific. Please include any additional fees in your response.

5. What does your system transmit to the pharmacy when the maximum is reached?

6. Can your system support maximum quantity edits for quantity or dose unit limitations?

7. Can you maintain a tier co-payment for maintenance supply of 90 days?

8. How much paid history do you retain, for reporting, clinical editing and for third party claims audit purposes?
9. Describe your use of MAC Lists. How many drugs are listed and what is the effective percentage of all generics covered? Do you use multiple MAC Lists and if so, which will be used for UCA? MAC List Name? Please be specific.

10. Please certify you are willing to implement one MAC Price Each for each GCN, GSN or GPI for all network pharmacies and it will be utilized in all channels of distribution.

11. This response requires an estimated effective AWP % discount for MAC pricing and an effective AWP % discount for generics. Verify you are willing to guarantee an overall generic discount.

12. Please certify that an historical MAC List including MAC price each, with GCN, GSN or GPI will be available within 15 days of request for audit purposes as outlined in Appendix 7.

13. Given UCA requests a total “Mandatory Generic” plan design, meaning UCA would be responsible only for the generic cost of any substitutable brand claim, please describe in detail your processing and pricing procedure for both retail and mail claims with the following criteria:
   
   a). DAW 0, 1 or 2 claim for a substitutable brand, not on the MAC List.
   
   b). DAW 0, 1 or 2 claim for a substitutable brand on the MAC List.
   
   c). DAW 0, 1, or 2 claim for a substitutable brand that will result in a “zero net balance” to UCA.

14. With a Mandatory Generic Logic plan, does your system have the potential to reject a DAW 0 submission for a substitutable brand, requiring the assignment of DAW 1 or 2?

15. After a new benefit plan is designed and implemented, what audit steps are taken to verify proper design and how much will UCA be involved in this audit process.

16. Will UCA have the capability of viewing on-line how plans are configured? Are there additional fees for any of these services? Please be specific.

17. Please certify that the pricing quote for this RFP utilizes the AWP values provided by Medispan after September 26, 2009. Please verify Medispan is your current AWP source and that you would use Medispan if awarded this contract.

18. Describe your pricing methodology for compounded medications. Please provide detail of the fields provided to audit compound claims. Is compound ingredient detail provided on clinical reports?

19. Please certify your acceptance of the methodology of calculating "Discount Guarantees" as shown below.

The Guaranteed Average Retail 30 Rates, Guaranteed Average Retail 90 Rates, and
Guaranteed Average Mail Order Rates shall be calculated based on all drugs dispensed through Participating Pharmacies except those: (i) priced based on U&C. Drugs shall only be priced based on U&C if said U&C price is lower than the same drug’s price based on the contractually agreed discounted AWP for that pharmacy, or PBM’s MAC; (ii) over-the-counter products; (iii) compound drug products; and (iv) Specialty Drugs. Drugs shall only be priced based on MAC if the MAC is lower than the same drug’s price based on AWP discount. No Member shall pay in excess of the appropriate contract rate and no Member shall be subject to a minimum charge amount.

PBM shall measure Generic Drug and Brand Drug discounts off AWP ("Discount Guarantees") in a methodology that includes the following procedures. For Generic Drugs, all Generic Drugs (MAC List and non-MAC List generics) including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included ("Generic Measurement Period."); For Brand Drugs, all Brand Drugs including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included ("Brand Measurement Period") (Brand Measurement Period and Generic Measurement period collectively, "Measurement Period"). Discount Guarantees will exclude claims for over-the-counter products, U&C, compound drug products, and Specialty Drugs. Ingredient cost also excludes Taxes and Dispensing Fees. Furthermore, Sponsor’s results will be measured and reported quarterly. In the event the achieved discount for any guarantee in any channel is less favorable for Sponsor than the Discount Guarantees, PBM shall credit Sponsor’s invoice for the difference between the Discount Guarantees and the achieved discount within thirty (30) days of the PBM’s completion and UCA’s acceptance of each quarterly measurement.

20. Please describe in detail how you determine brand and generic drug designations. Please include all algorithms and include First Data Bank or Medispan fields utilized in that determination.

21. Please describe in detail your methodology for determining your refill too soon edit along with any automated or pharmacy generated overrides programmed or allowed into your adjudication process.
E. REPORTING

1. Please certify you will provide quarterly written evaluations of cost and utilization of the prescription drug plan with recommendations for improvement within 15 days following the end of each quarter at no additional charge.

2. Along with the standard reporting, please verify UCA reports will include national benchmarks and comparisons to your book of business.

3. Please certify you have on-line query tools available so UCA or consultants can query utilization data from their desktop. Please verify results from a PBM generated ad hoc report may be downloaded to UCA. Please certify there are no additional fees for any of these services.

4. Please describe all ad hoc reporting capabilities available to a consultant or an employer on-line and any charges associated with these services.

5. How often will UCA be billed for pharmacy claims, how is that transaction initiated and what are the payment terms? Will UCA have the capability of viewing claims, paid, pended and denied, online? Are there additional fees for any of these services? Please be specific.

6. What edits specifically are used in the identification of possible fraud cases? Please be specific.

7. Please certify UCA’s right to audit claims and savings programs as outlined in Appendix 7 including look back periods as well as timelines associated with those audit requests.

F. MEMBER SERVICES

1. Will your member service center be accessible via a toll free number 24 hours a day, 7 days a week and on-line. If not, please list the hours of the member service center.

2. In the previous year, what percent of member service calls did a representative answer in 20 seconds or less?

3. In the previous year, your call abandonment rate was what percent?

4. Your standard for placing terminations in the system is how many hours after receiving correct information?

5. Does your company provide a member accessible website? Please list all client and member capabilities available as of today on your website.

6. Will UCA have a designated member services representative answering member calls?
G. ELIGIBILITY

1. Does your system have the capability to allow for manual, real-time, online updates to eligibility? How is eligibility information transferred?

2. How are eligibility files transmitted (i.e. FTP, website, etc.)? When loading the UCA eligibility file, what are your procedures for a high error rate?

3. Please describe how eligibility files are processed? i.e. Full load each time a file is sent? Compare files and only load changes?

4. How often are files picked up from UCA's site to be processed into your system?

5. Please certify Member Packets will be provided to all employees at no charge prior to the effective date? What is included in the enrollment packets? Please include samples in Attachment 2.

6. Will UCA have the capability to transfer deductible from one member ID number to another, update group #, update effective and termination dates, and enter overrides and authorizations on-line?

H. REBATES

1. How does your organization ensure that the formulary generated is based strictly on available evidence, versus cost and rebates? Describe the process to optimize rebates should UCA develop a custom formulary.

2. Please certify each rebate contract is available for financial auditing if requested by UCA? Please describe your current procedure and approximate timeline.

3. Please certify the greater of the rebates received from manufacturers or aggregators or the guaranteed rebates will be paid to UCA within 180 days after the end of the calendar quarter in which they were processed. Also please certify the total rebates received from manufacturers or aggregators will continue to be paid to UCA at the end of the calendar quarter in which they were received.

4. On what percentage of drugs on your formulary are rebates paid out?

5. Define any percentages or fees taken from total monies received from manufacturers that result in revenue to PBM, a PBM subsidiary, or a subcontracted entity.
I. DISEASE MANAGEMENT PROGRAMS / PROVIDER INITIATIVES

1. Describe all disease management programs included in your proposal. Be specific as to topic, identification process for member, provider and member intervention, outcome assessment process, number of lives currently enrolled, fees associated, and direct and indirect savings to date with each program.

2. Are your disease management programs designed in-house or outsourced?

3. Will you provide a monthly data feed of prescription drug claims, in a standard format, to a medical carrier, consultant at no charge for the purposes of disease management services? Are there additional fees for any of these services? Please be specific.

4. Is there a guarantee of ROI for your Disease Management programs? Be specific as to clinical outcomes guarantees as well as the calculation of financial guarantees.

5. Do you have a program for drug intervention to provide cost savings? Please describe both the member selection process and types of interventions done. Are there additional fees for any of these services? Please be specific.

J. HIGH DEDUCTIBLE AND HSA TYPE PLANS

1. Are you able to provide exchange of data reflecting member deductible satisfaction for both medical and Rx as it relates to CDHP plans or any other plan desired by UCA?

2. HSA accounts or any other plan desired by UCA – How do you send UCA pharmacy accumulator information and on what frequency? Please provide the standard format you use for transfer of accumulator information.

1. HSA accounts or any other plan desired by UCA – How do you receive UCA pharmacy accumulator information and on what frequency? Please provide the standard format you use for transfer of accumulator information.

2. For an HSA-compatible benefit with combined Medical and Pharmacy deductibles and out-of-pocket limits:
   a. Is your organization able to administer this type of benefit design?
   b. Describe your data interchange procedures for this administration.
   c. For how many clients do you currently administer an HSA-compatible benefit?

K. MEDICARE PART D

1. Describe the services and support your company can provide to the Plan with regards to Medicare Part D. Outline any additional fees associated with these services. Include whether or not your company will provide the actuarial attestation of creditable coverage status.
2. If the Plan chooses to file for a subsidy, indicate what roles in the RDS process your company can fill, i.e., account manager, retiree file submission, etc.

3. Describe your company’s ability to coordinate benefits with Medicare Part D, both as primary and secondary coverage. If the Plan’s coverage is secondary, can coordination be handled at the point of sale, without prior knowledge of the individuals Part D enrollment status?

4. Detail any member-level assistance your company provides to retirees trying to choose a Medicare Part D plan.

L. FORMULARY

1. What is your policy on time frame for newly approved drugs by the FDA and addition of the drug to the formulary?

2. What is your ability for a member to access his drug history online and have the program suggest therapeutic equal drugs like generic?

3. How are new therapies to the market incorporated into your tiered benefit structure?

4. When a formulary brand gains a generic equivalent, is the branded therapy automatically moved off of the formulary?

3. How often is the formulary updated?

4. Do you have a feature of covering or promoting OTC alternatives? Please describe in full.

5. Considering only brand name drugs, what is the % of Formulary brands to all Brands given average utilization?

6. Does your organization provide any member and/or employer education materials to help assist in promoting generic utilization?

7. Describe what your organization is doing in the way of "lifestyle" drugs with other plans today?

8. Please certify that Sponsor shall have the right to make changes in the Formulary, as Sponsor deems appropriate. Should Sponsor consider any such Formulary changes, PBM shall be obligated to provide information to Sponsor concerning (a) the safety and efficacy of any such Formulary change; and (b) any changes in Financial Benefits that may result from Sponsor’s Formulary changes (including rebates). Please certify that if the Sponsor decides to add or delete a drug from the formulary that other than the possible change in Financial Benefits Sponsor will not incur any further charges or fees including but not limited to custom formulary management fee.
M. PERFORMANCE OBJECTIVES

Performance Guarantees: Please certify your agreement with all Performance Guarantees as outlined in Appendix 8. Please include how UCA would audit each guarantee. Please indicate which Performance Guarantees are Book of Business and which are client specific.

For purposes of responding to the RFP, you should assume that UCA would work jointly with your organization to develop a measurement methodology. Please describe the time line associated with following up on the performance guarantees and potential payment for non-compliance.

Have you had to pay any financial penalties to a client in the last year? If so, please explain circumstance.

Please confirm that you are able to measure all contracted and promised performance guarantees and report results to UCA within 30 days after each term year. Please certify all Performance Guarantees are subject to Audit.

N. FILE DISTRIBUTION TO CONSULTANT

Please certify that all plan set up or clinical changes, historic MAC List and claims activity in a NCPDP Report 2.0 HIPAA Expanded format will be distributed to Stephens Consulting Services on a monthly basis at no additional charge.

SECTION III PRICING:

A. PRICING QUOTES:

Please complete the Transparent Pass-Through Pricing Quote of Appendix 5 and the Specialty Drug Pricing for Appendix 6.

A claim file is included for your calculations of rebate potential and has columns for you to complete to demonstrate the effect of your Pricing. This extract may vary slightly from the total claims for the provided year. Please populate the fields in red completely. Do not skip any claims and do not vary from the provided format as these claims will be electronically processed and any change in format will result in inaccurate or non-processed claims and the respondent will be disqualified.

B. PRICING QUESTIONS:

Please initial the following disclosure statements as either “agree” or “disagree” to each statement. Your answers to these questions will be considered pertaining to the Pricing quote and will be made a part of the final agreement.

PBM will eliminate MAC spread on generics and artificially high AWP ingredient costs on MAC'd drugs. Agree _____ Disagree _____
PBM is willing to apply one Generic MAC price each for all pharmacies in all channels.

Agree _____  Disagree _____

PBM is willing to allow audit of all pharmacy provider(s) contracted pricing by NABP or NPI

Agree _____  Disagree _____

UCA will receive Pass-through pricing and eliminate spread on Brand and Generic Drugs.

Agree _____  Disagree _____

PBM will transfer 100% of all monies received from drug manufacturers derived from UCA’s claims activity including but not limited to any Rebate Administration fee or other fees paid by the manufacturer or aggregator. Agree _____  Disagree _____

PBM will provide mail service based on true 11 digit NDC AWP and not small package sizes or repack AWP’s. Agree _____  Disagree _____

PBM will derive all revenues and profits from the processing of the claims of the Plan from the proposed Administration Fee applied. Agree _____  Disagree _____

PBM will not claw back any monies from the pharmacies in the network at some time after the initial adjudication of the drug claim. Agree _____  Disagree _____

NOTE:
Please adjudicate the attached file of Rx claims. The file, labeled Appendix 4, is a file in Excel format, taken from UCA’s claims experience. You are required to price the claims utilizing your quoted pricing including MAC List, Specialty List and proposed formulary. Copay parameters and specific directions are provided.

SECTION IV CONTRACTING:

UCA anticipates providing its chosen PBM a standard Pass-Through Agreement. "Pass-through" is defined as: (a) that the only revenues, compensation, profit, or other economic advantages of any kind that PBM shall derive in connection with this Agreement or the transactions contemplated hereunder are identified and agreed to in the applicable agreement; (b) that there shall be no "spread" between the amounts invoiced to UCA by PBM, and amounts paid by PBM to any pharmacies; (c) that PBM shall invoice UCA for all drugs dispensed by all pharmacies owned by PBM in an amount equal to the per/pill cost paid to pharmacies; and (d) that PBM shall pass through to UCA the full amount of any financial benefits obtained from all pharmaceutical manufacturers.

SECTION V SUMMARY OF ATTACHMENTS:

A. REQUIRED ATTACHMENTS :

1. Please review the Audit Protocol (Appendix 7). State your approval or disapproval of the audit procedures in Attachment 1.
2. Please provide samples of all enrollment and communication materials utilized in your program. Also provide the cost of production of these materials if applicable. Label Attachment 2.

3. Please provide a copy of the mail order pharmacy’s policies and procedures as it relates to accepting and dispensing prescriptions and exceptions processes. Label Attachment 3.

4. Please provide examples of all material mailed to members receiving mail order prescriptions. Label Attachment 4.

5. Please list the drugs you recommend be included for prior authorization and the criteria for approval of coverage. Label Attachment 5.

6. Please describe your therapeutic substitution program including the list of medication and their associated documented savings associated with implementation of your therapeutic substitution program (present as percentage of savings off total drug spend). Label Attachment 6.

7. Please include a sample ID card. Label Attachment 7. Please provide a demo ID and pass code to your member website for evaluation by UCA and UCA Consulting Services.

8. Please attach a copy of standard plan experience report(s) that would routinely be provided to UCA. UCA requires monthly experience reports be sent to Stephens Consulting Services along with claims information. Label Attachment 8.

9. Include the list of Formulary Drugs to be used for UCA. Label Attachment 9.


14. Please provide a copy of each of your standard reports. Label Attachment 14.

15. Please return a redlined signed Agreement with your RFP response as an attachment and Label Attachment 15 (attached).

B. SUMMARY OF INFORMATION PROVIDED:

- Appendix 1 – Complete Census Information
- Appendix 2 – Current Plan Design
- Appendix 3 – Proposed Plan Design
- Appendix 4 – CD of Rx Experience
- Appendix 5 – Transparency Pricing Form
- Appendix 6 – Specialty Drug Pricing Form
- Appendix 7 – Audit Protocol
- Appendix 8 – Performance Guarantees
SECTION VI     APPENDIX LIST:

Appendix 1

CLIENT Census

Census will be given to Finalist
Appendix 2

1. Please acknowledge that your organization can administer the following plan design opportunity:

Current Plan Design:

<table>
<thead>
<tr>
<th></th>
<th>Full-Time Employees and Dependents</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Retail</td>
<td>Generic</td>
<td>Preferred Brand</td>
</tr>
<tr>
<td>30 Day</td>
<td>$8.00</td>
<td>30% copay; Max of $250.00</td>
<td>40% copay; Max of $250.00</td>
</tr>
<tr>
<td></td>
<td>Mail Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90 Day Mail</td>
<td>$16.00</td>
<td>20% Copay; Max of $500.00</td>
<td>30% Copay; Max of $500.00</td>
</tr>
</tbody>
</table>

Other Design Factors: PBM must be able to transfer accumulators
Appendix 3

Please acknowledge that your organization can administer the following plan design opportunity:

Proposed Plan Design:

<table>
<thead>
<tr>
<th></th>
<th>Full-Time Employees and Dependents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Retail</td>
</tr>
<tr>
<td></td>
<td>Generic</td>
</tr>
<tr>
<td>30 Day</td>
<td>$8.00</td>
</tr>
<tr>
<td></td>
<td>Preferred Brand</td>
</tr>
<tr>
<td>30 Day</td>
<td>30% copay; Max of $250.00</td>
</tr>
<tr>
<td></td>
<td>Non-preferred Brand</td>
</tr>
<tr>
<td>40% copay; Max of $250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mail Service</td>
</tr>
<tr>
<td>90 Day Mail</td>
<td>$16.00</td>
</tr>
<tr>
<td></td>
<td>20% Copay; Max of $500.00</td>
</tr>
<tr>
<td></td>
<td>30% Copay; Max of $500.00</td>
</tr>
</tbody>
</table>

Other Design Factors:

PBM must be able to transfer accumulators
Appendix 4

Purchasing must obtain pricing in a separated sealed envelope.

Data to be used for a Pricing Quote and Review for Rebate Calculation
Appendix 5

Financial Exhibit: *Transparency “Pass-Through” Pricing*

*Note: Please complete this section and price a set of claims experience given as Appendix 4.*

<table>
<thead>
<tr>
<th></th>
<th>Retail 30</th>
<th>Retail 90</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Network:</strong></td>
<td>Limited**</td>
<td>Broadest</td>
</tr>
<tr>
<td>Number of Pharmacies Nationwide</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Brand Discount (AWP Discount) *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Dispensing Fee per Brand Script</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective Generic Discount across all generics (MAC and non-MAC)**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Dispensing Fee per Generic Script</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Fee per paid claim ***</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of Rebates Shared with UCA****</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebates per brand paid claim****</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per paper claim processed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Specialty Claims</th>
<th>Mail-order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Discount (AWP Discount) *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: Please complete this section and price a set of claims experience given as Appendix 4.*
### Dispensing Fee per Brand Script

**Effective Generic Discount across all generics (MAC and non-MAC)**

### Dispensing Fee per Generic Script

**Administrative Fee per paid claim**

**% of Rebates Shared with UCA**

### Rebates per brand paid claim

#### Start-up Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID Card Production and Delivery <em>(cost per card)</em></td>
<td>Please include in Administration Fee</td>
</tr>
<tr>
<td>One time Installation and Set-up Charge</td>
<td>Please include in Administration Fee</td>
</tr>
<tr>
<td>Directory Charges</td>
<td>Please include in Administration Fee</td>
</tr>
</tbody>
</table>

*Discount percentages are the guaranteed discount percent off of AWP, exclusive of rebates and U&C. Discounts are to be based on NDC-11 pricing (versus NDC-9).**

**MAC pricing only will not be accepted. PLEASE PROVIDE A GUARANTEED MINIMUM PERCENTAGE AWP DISCOUNT FOR ALL GENERICS PROCESSED AT RETAIL AND MAIL-ORDER**

***Administrative fees are assumed to include all services outlined in this RFP. Administrative fees must apply to paid claims only or a set PEPM or PMPM.****

****Rebate guarantees must be expressed a specific dollar amount per all brand claims and as a % of total rebate. The specific dollar amount must be the guaranteed minimum amount per all brand claims in Retail 30, Retail 90 and in mail. Do not submit rebates based on formulary brands or rebateable products. Note: Rebates are defined as all monies received from drug manufacturers derived from UCA’s claims activity including all associated fees including but not limited to Administration Fees.

**Guarantee Calculation Methodology:**

For purposes of the Guarantee Calculation Brand and Generic shall be determined by utilizing Medispan’s MONY indicators. PBM shall measure Generic Drug and Brand Drug discounts off AWP (“Discount Guarantees”) in a methodology that includes the following procedures. For Generic Drugs, all Generic Drugs (MAC List and non-MAC List generics) including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included (“Generic Measurement Period”. For Brand Drugs, all Brand Drugs including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included (“Brand Measurement Period” (Brand Measurement Period and Generic Measurement period collectively, “Measurement Period”. Both Brand and Generic Discount Guarantees will exclude claims for over-the-counter products, U&C claims, compound drug products, and Specialty Drugs. Ingredient cost also excludes Taxes and Dispensing Fees. Furthermore, Sponsor’s results will be measured and reported quarterly. In the event the achieved discount in any channel is less favorable for Sponsor than the Discount Guarantees, PBM shall credit Sponsor’s invoice for the difference between the Discount Guarantees and the achieved discount within thirty (30) days of the PBM’s completion and UCA’s acceptance of each quarterly measurement. The only parameter that may be changed from the above methodology is the measurement period. All other parameters are required.
Please confirm your acceptance of the above methodology with the exception of the measurement period.

Appendix 6

Specialty Drug Pricing Sheet - *Transparent Pricing*

Please provide your specialty list by NDC and all other requested fields.

<table>
<thead>
<tr>
<th>Condition</th>
<th>Product</th>
<th>AWP Discount</th>
<th>Dispensing Fee</th>
<th>Administrative Fee</th>
<th>Guaranteed Rebate</th>
</tr>
</thead>
</table>
Appendix 7

STANDARD AUDIT PROTOCOL

1. Audit Principles

UCA, Stephens Consulting Services (SCS) and Pharmacy Benefit Manager PBM each recognize the importance of UCA ensuring the integrity of their business relationship by engaging from time to time in audits of their financial arrangements with their pharmacy processor. Pharmacy Benefit Manager will make every reasonable effort to address UCA’s concerns by working in conjunction and facilitating a responsive and responsible audit process.

Auditor, PBM and UCA agree that this Standard Audit Protocol is intended to facilitate UCA’s audit of PBM by: (1) clearly defining the scope of the review to be performed; (2) enabling production of timely and accurate results; (3) minimizing administrative burdens on all parties; and (4) ensuring that standard accounting and auditing practices are followed.

2. Audit Prerequisites and Procedures

A. A retrospective audit involves a review of past claims data, and addresses broad operational areas including claim pricing accuracy, concurrent eligibility, formulary compliance, certain logic utilized in the claims processing and, when applicable, rebates. This is not a general claim inquiry and will involve the Audit Department of PBM but could be initiated by contacting any individual on UCA’s PBM Account Management team.

B. UCA or Auditor will supply a written request to begin an audit, which includes a clear definition of the intent and scope of the audit, a list of items necessary to perform the claims audit, including but not limited to all items currently listed on Auditor requirements for audit, after which PBM will retrieve and present to Auditor the requested necessary data and documentation to perform the audit in a time frame not to exceed ten (10) business days. Due to the extraordinary demands placed on PBM staff during the annual renewal period of December and January, the time frame not to exceed will be increased to fifteen (15) business days.

C. At the request of UCA or Auditor, PBM will responsibly complete an Audit Questionnaire including but not limited to questions and definitions pertaining to:
   1. AWP Source for Audit period.
   2. Brand & Generic Designation source and associated logic for determining Brand and Generic drugs.
   3. Mandatory Generic Logic including the processing logic of each DAW.
   4. If Agreement contains Aggregate or Annual Discount language with or without percent discount guarantees PBM will provide their computation of guaranteed discount, the logic surrounding that computation and any necessary definitions that would help clarify such logic and or computation. If asked, PBM will make available on a claim by claim basis all claims used along with definition designations for each claim utilized in the denominator and the numerator of the specified computation for each time period in question.
   5. The time frame for completion of this questionnaire and production of these claims and computations shall not exceed fifteen (15) business days.
3. Auditing Prescription Claims

A. When requested, PBM will supply SCS with all requested claim detail history via secure FTP or on CD-ROM in Report 2.0 NCPDP HIPAA Expanded standard field format accompanied by a clearly defined data report format sheet.

B. The initial audit scope will cover a period not to exceed seventy two (72) months preceding the date of the audit notification. Requests for data older than 36 months may be subject to an extended time frame of 30 calendar days to allow for retrieval of data from off-site storage.

C. Most audits can be performed remotely via transfer of data on CD-ROM, E-Mail and reproduction hardcopy documents. Any requested on-site audits shall be conducted during normal business hours at PBM offices, during the months of February through November.

D. Other PBM documentation (e.g. policies and procedures) requested during the course of the audit will be provided within ten (10) business days.

E. UCA will be given any and all data available to PBM for UCA to determine that PBM has billed UCA in accordance with contract terms and claims processing in accordance with the (Plan Set-Up Sheet).

F. Results of PBM’s most recent SAS-70 audit conducted by a national accounting firm will be provided upon request. However, this does not preclude UCA from obtaining a reasonable understanding from PBM personnel of any areas covered within the SAS 70 audit.

G. During the course of an audit, all data and supplied documentation, including claims detail and any copies of claims (or compilations thereof) supplied by PBM may be retained by Stephens and UCA.

4. Auditing Rebates from Manufacturers

A. The initial scope of any rebate audit may not exceed eight (8) calendar quarters during the thirty six (36) month period preceding the audit. In the event findings from the initial review period warrant an increase in calendar quarters to be reviewed, UCA will be allowed to Audit all quarters in which UCA had an Agreement with PBM.

B. PBM’s contracts with pharmaceutical manufacturers for drug product rebates are highly confidential and proprietary. Nevertheless, UCA may audit any and all payments under rebate contracts applicable to UCA claims activity.

C. PBM will obtain manufacturer consent to disclose such contracts when such consent is required. In the event that a selected manufacturer declines to permit UCA to review the applicable rebate rate components, then PBM will forward within 15 business days to UCA payment in the amount of fifty percent (50%) of total rebate payments paid and or due for payment of all rebates for the calendar quarter immediately preceding the date of notice to audit for all manufacturers times the number of quarters presently subject to audit.

D. PBM will permit UCA to perform an on-site review of the all rebate rate components of the manufacturer rebate agreements including but not limited to Rebates, Administration fees, Access
Fees, payment for data and any other documentation necessary to audit the calculation of the rebate or other payments made to PBM by any Drug Manufacturer or other third party involved in any contract concerning the sale of claims data.

E. UCA should bring, or otherwise supply its independent auditor with, Rebate payment reports which may include Allocation Report or UCA Share Report (MS), which should be brought to the on-site rebate audit. If PBM is asked to re-produce any rebate or other applicable report such report(s) will be provided within ten (10) business days.

F. UCA will not be permitted to retain any such original manufacturer agreements or documents provided or made available by PBM in connection with the rebate audit. UCA will be entitled, however, to take and retain notes to the extent necessary to perform an audit or to document any identified exceptions.

5. Verification of Disputed Claims

A. After PBM has supplied the claims data and Auditor has performed a retrospective pharmacy claims audit UCA will provide PBM with a written exception report stating the entire error population, if any, and dollar amount associated with such errors. In addition to the written report, UCA or Auditor will provide an electronic claim by claim compilation of errors comprised of the entire population of errors.

B. PBM will research and investigate the ‘compilation of errors” within thirty (30) calendar days and respond to UCA or Auditor with their agreement or exception to each claim and the reasoning and or logic associated with each excepted claim. PBM shall make an offer for settlement for all errors in question and such settlement amount shall be available to UCA for a period of thirty (30) days. UCA may accept or reject PBM’s offer at that time.

C. Discrepancies when agreed upon by UCA and PBM shall be promptly paid by PBM within a time period not to exceed 10 business days.

D. Automatic closure and payment in full of all identified errors without exception will occur if PBM fails to communicate research updates within thirty (30) calendar days of UCA or Auditor supplying the “compilation of errors” or missing any of the above stated “not to exceed” deadlines by 5 calendar days.
## Appendix 8
### Performance Guarantees

<table>
<thead>
<tr>
<th>Category</th>
<th>Standard</th>
<th>Total Dollar Amounts at Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quarterly Meetings</strong></td>
<td>PBM will be available to meet with Sponsor regularly based upon a mutually agreed upon timeframe.</td>
<td>PBM will pay a penalty of $500.00 per quarter to an annual maximum of $2,000.00.</td>
</tr>
<tr>
<td><strong>Claim Adjudication Accuracy Rate</strong></td>
<td>PBM guarantees that 99.5% of all claims entered into the Online Adjudication System by PBM or its designee will be adjudicated (processed) accurately and in accordance with the Sponsor’s defined plan specifications.</td>
<td>PBM will pay a penalty of $1,250.00 per quarter to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td><strong>System Availability</strong></td>
<td>The Online Adjudication System will be available for online point-of-sale claim processing at least 99% of scheduled uptime.</td>
<td>PBM will pay a penalty of $500.00 per quarter to an annual maximum of $2,000.00.</td>
</tr>
<tr>
<td><strong>Customer Service Average Call Abandonment Rate</strong></td>
<td>PBM guarantees that no more than 3 percent of all calls requesting to speak to a Customer Care Professional will be abandoned before the caller is connected.</td>
<td>PBM will pay a penalty of $1,250.00 for each full percentage point above 3 percent as measured quarterly, to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td><strong>Customer Service Average Speed of Answer</strong></td>
<td>PBM guarantees that 80 percent of all calls requesting to speak to a Customer Care Professional will be answered within an average of 20 seconds.</td>
<td>PBM will pay a penalty of $1,250.00 for each full percentage point below 80 percent as measured quarterly, to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td><strong>Mail Service Prescription Turnaround Time For “Clean” Orders</strong></td>
<td>PBM guarantees that 90 percent of all prescriptions received, not requiring patient, physician, or Sponsor intervention will be filled within an average turn-a-round time of 2 business days or less.</td>
<td>PBM will pay a penalty of $1,250.00 per quarter to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td><strong>Mail Service Prescription Turnaround Time For “Problem” Orders</strong></td>
<td>PBM guarantees that 90 percent of all prescriptions received, requiring patient, physician, or Sponsor intervention will be filled within an average turn-a-round time of 5 business days or less.</td>
<td>PBM will pay a penalty of $1,250.00 per quarter to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td><strong>Paper Claim Processing</strong></td>
<td>PBM guarantees that at least 90% of all clean DMR forms (those not requiring additional</td>
<td>PBM will pay a penalty of $1,250.00 for each full percentage point below 90 percent as measured quarterly, to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td>Service Description</td>
<td>Description</td>
<td>Penalty Details</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Timely Production of Management Reports</td>
<td>PBM guarantees that Sponsor’s quarterly management reports will be produced and distributed 30 days following the end of such calendar quarter.</td>
<td>PBM will pay a penalty of $750.00 per quarter to an annual maximum of $3,000.00.</td>
</tr>
<tr>
<td>Accuracy of Reporting</td>
<td>PBM guarantees an accuracy rate of 99% for the standard reporting package.</td>
<td>PBM will pay a penalty of $1,250.00 per quarter to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td>Eligibility Updates</td>
<td>Eligibility information received by File Transfer Protocol in the agreed upon format is updated within an average of 1 business day.</td>
<td>PBM will pay a penalty of $1,250.00 per quarter to an annual maximum of $5,000.00.</td>
</tr>
<tr>
<td>Member Satisfaction</td>
<td>85% of respondents will provide a good to excellent satisfaction rating. PBM’s standard member satisfaction survey will be provided as a sample.</td>
<td>Failure to fulfill this performance standard will result in a $3,000.00 penalty, measured and paid annually.</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT AT RISK-ANNUALLY** $60,000.00