

Cook County Annuity and Benefit Fund PBM RFP

1 Introduction

1.1 On behalf of County Employees' and Officers' Annuity and Benefit Fund of Cook County and the Forest Preserve District Employees' Annuity Benefit Fund (the Fund), Segal invites your organization to submit a proposal for a Pharmacy Benefit Management program (PBM) effective January 1, 2024. All bidders must follow the instructions in these bid specifications and complete all questions and tables.

Background

The Fund is the administrator of benefits, on behalf of the County of Cook, for retiree participants and their dependents of the County Employees' and Officers' Annuity and Benefit Fund of Cook County and the Forest Preserve District Employees' Annuity and Benefit Fund of Cook County. The Fund endeavors to provide a self-insured comprehensive health benefit plan in a cost-effective manner to both non-Medicare and Medicare eligible retiree participants (Plan). The Fund's main office is in Chicago, IL.

Currently, the Plan offers self-insured medical coverage through United Healthcare and self-insured prescription drug coverage through CVS Caremark. The Fund currently administers prescription benefits for 9,346 Medicare eligible retiree participants and 2,861 non-Medicare eligible retiree participants including their dependents for a total of 12,207 covered lives.

We are soliciting proposals to provide self-insured Commercial prescription drug benefits as well as a self-insured Medicare Part D Employer Group Waiver Plan (EGWP) plus wrap to be effective January 1, 2024. All bidders must follow the instructions in these bid specifications and complete all questions and tables.

For your reference, we have included a link to the current Summary Plan Description (SPD) <https://www.cookcountypension.com/retirees/prescription-drugs/>, and provided a brief summary below as well.

Non-Medicare Retiree Prescription Co-pays	Broad National Network of Retail Pharmacy and Specialty	CVS Retail Maintenance Network and Mail order Pharmacy
Day Supply Allowed	30-day supply	90-day supply
Generics	\$10	\$20
Preferred Brand	\$45	\$90
Non-Preferred Brand	\$70	\$140
<ul style="list-style-type: none">• No deductible or out of pocket accumulators• Managed Formulary with drug exclusions		

Cook County Annuity and Benefit Fund PBM RFP

- Mandatory Specialty Pharmacy with 0 grace fills allowed
- Mandatory maintenance fills at CVS retail or mail order with 2 grace fills allowed
- DAW 1 & 2 mandatory generic penalty, brand copay plus the difference
- Utilization management rules such as step therapy, prior authorization, and quantity limits in drug categories such as ARB, Cox-2, Statins, Nasial Steroids, PPIs, Triptans, Urinary Antispasmodics, Bisphosphonates, Acne, Injectables, Specialty medications, Opioids, Anti-fungal, Appetite suppressants/obesity, Erectile Dysfunction, Growth Hormones, Smoking cessation, Fluoride vitamins

Medicare Eligible Retirees Prescription Co-pays	Broad National Network of Retail Pharmacy		CVS Retail Maintenance Network and Mail order Pharmacy
	30-day supply	90-day supply	
Day Supply Allowed	30-day supply	90-day supply	90-day supply
Generics	\$10	\$30	\$20
Preferred Brand	\$45	\$135	\$90
Non-Preferred Brand	\$70	\$210	\$140

- No deductible
- Standard Medicare Formulary
- Utilization management rules such as step therapy, prior authorization, and quantity limits in drug categories such as Anti-Gout, Anti-fungal, Growth Hormones, Insomnia, Migraine, Smoking cessation

The Plan currently has a traditional pricing arrangement with 100% pass-through of rebates for Commercial and a transparent 100% pass-through pricing arrangement for EGWP plus wrap benefits. Both arrangements include minimum annual guarantees for both rebates and pricing. The Fund is seeking similar pricing arrangements going forward.

1.2 Objective

The Fund is interested in providing a high-quality, cost efficient, dependable program to its retiree participants with no interruption in prescription drug coverage for participants. The Fund is soliciting proposals to provide prescription drug benefits that are identical to the current Plan design.

A traditional pricing proposal is requested for the Commercial benefit and a transparent pricing proposal is requested for the EGWP plus wrap. The Commercial pricing proposal allows for spread pricing but should include 100% pass-through of all rebates (i.e., formulary rebates, manufacturer admin fees, price protection/inflation protection payments, and any other payments currently received or will be received in the future related to rebates) with no administrative fees. The EGWP plus wrap pricing proposal requires the

Cook County Annuity and Benefit Fund PBM RFP

amount billed to the Fund be equal to the amount paid to the participating retail pharmacies and include 100% pass-through of rebates with reasonable administrative fees for management of the EGWP plus wrap benefit.

The pricing arrangements will be evaluated based on the lowest net cost on a per participant per month basis after participant cost share, fees, and rebates, including minimum guaranteed discounts, fees, and minimum rebates. Proposals will be reviewed, evaluated, and a selection will be made solely based on what is in the best interest of the Fund. Proposals will be deemed responsive only if the bidder responds to and meets all the requirements of this RFP.

The Fund reserves the right to award this entire procurement and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the Fund's sole judgment, the best interests of the Fund will be served.

The Fund expects to evaluate each proposal considering the following:

- Overall Net Costs to the Fund and its participants
- Administrative, Participant, Account Service Capabilities (that are not limited to services already included), Responsiveness and Flexibility
- Clinical Support to the Fund
- Demonstrated Ability to Manage Drug Mix - emphasis on specialty drug management, formulary management and generic drug utilization
- Organizational Strength and Stability
- Strength of Pharmacy Network and Formulary Management Programs
- Demonstrated ability to provide consistent and superior Participant service
- Adherence to CMS EGWP Guidelines

1.3 FOIA Clause

NOTICE REGARDING ILLINOIS PUBLIC RECORDS LAWS: The Fund must comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq. "FOIA Act"). The Fund cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If the Fund receives a request for any document submitted in response to the RFP, the Fund's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.

If the Fund denies a public records request based on a Respondent's representation that such information is proprietary, privileged, and/or confidential, Respondent, by submission of a response to this RFP making these proprietary, privileged, and/or confidential assertions, enters into a binding agreement to reimburse the Fund for, and to indemnify, defend, and hold harmless the Fund, its officers, Trustees, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to the Fund's complete or partial FOIA denial based on Respondent's assertions. By submitting your proposal, you further agree to indemnify, defend (at the Fund's discretion), and hold the Fund harmless from and against any and all Claims arising from or relating to the Fund's complete or partial disclosure of your proposal if the Fund determines, in its sole discretion, that such disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

Cook County Annuity and Benefit Fund PBM RFP

2 Bidding Instructions

2.1 Proposal Instructions

Detailed instructions for the completion and submission of your proposal will be found in the electronic RFP (eRFP) on Proposal Tech. Proposal Tech will be available to assist you with technical aspects of utilizing the system. All sections must be answered completely and as outlined in the RFP, using Proposal Tech.

Final submissions must be posted with Proposal Tech at www.proposaltech.com before the due date and time cited. Access to the eRFP will be locked after that time. Bidders will not be able to post or change their responses. Late proposals will not be considered. The Fund reserves the right to ask the bidders follow-up questions through Proposal Tech as may be necessary to fully evaluate bidder capabilities.

Please note that these instructions are to be read and followed by each bidder and that failure to follow these instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded. Any mention of “days” in this RFP will refer to calendar days unless noted.

This RFP and your responses, as well as RFP Addendums, will become part of the conformed contract with the Fund.

Please note that this RFP has been copyrighted. All rights are reserved, and it may not be reproduced, distributed, or used, except as the basis for your proposal, without the written permission of Segal and the Fund.

For your proposal to be considered and accepted, your organization must provide answers to the questions presented in this RFP. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option. Be sure to review this entire RFP before responding to any of the questions, so that you have a complete understanding of all the Fund's requirements with respect to the proposal.

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING*****

1. Provide answers to all questions in your submission.
2. Provide an answer to each question even if the answer is “not applicable” or “unknown.”
3. Answer the question as directly as possible.
 - If the question asks, “How many...”, then provide a number.
 - If the question asks, “Do you...”, then indicate Yes or No followed by any additional narrative.
4. Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments. However, direct responses to all the RFP questions must be provided and will be looked upon favorably.
5. Bidder is solely responsible for accuracy/validity of all answers.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where and explain the difference. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

Cook County Annuity and Benefit Fund PBM RFP

If you are unable to perform any required service, indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken (if any) to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

All products should be priced individually. If pricing terms are provided for combining services, show the pricing terms as a separate line item.

Financial Questionnaire Section: When displaying your proposed fees, all the elements in the tables in the Financial Section included in this RFP must be used. Please note that pricing terms should be offered on a traditional basis for Commercial and transparent pass-through basis for EGWP plus wrap. Footnotes to the form(s) may be used to provide supplemental, if necessary. In addition, bidders must provide a Financial Commitment Document, such as a Pricing Commitment Document/Pricing Supplement/ Pricing Summary/ Letter of Agreement that details every pricing component required as well as every exclusion that is part of the RFP. Please ensure your pricing document explicitly indicates if it abides by the financial requirements listed in the Financial Commitment Requirements Section below.

Financial Questionnaire and Minimum Contractual Requirements Questionnaire Section: The Financial Questionnaire and Minimum Contractual Requirements Questionnaire Sections will become part of the actual contract document. The signature ready contract must address all the items requested in the Minimum Contractual Requirements Section Agreement to the terms and language in these sections will be a critical factor in bidder evaluation and selection and an authorized binding signature will be required.

Network & Formulary Disruption: Both a network disruption based on the zip codes of the utilized retail pharmacies in the claims data file and a formulary disruption analysis are necessary to award a final contract. To be considered, your organization must provide data regarding your network and contracted pharmacies. The basis of this evaluation will include your organization's broadest, national retail network offering for all contracts in addition to your organization's standard formulary with exclusions that allows for prior authorizations for medical necessity contracts, unless otherwise requested by the Fund or Segal.

Segal Contacts: Do not contact the Fund directly regarding this RFP. Please direct any questions that you have to Sadie Zarnoth via the "Ask Question" feature in Proposal Tech.

Intent to Bid: The completed Intent to Bid form must be submitted via the Proposal Tech system by **5pm CT on Wednesday, May 17, 2023**. The Intent to Bid form will be posted to Proposal Tech. An Intent to Bid form does not bind participants to submit a proposal.

Upon receipt of the "Intent to Bid" form, Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in Segal's system. No data will be issued without first having a signed NDA/Confidentiality Agreement on file.

If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested bidder for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA/Confidentiality Agreement, or confirmation of an existing NDA/Confidentiality Agreement on file, the claims data will be released to the bidder.

Bidder questions: Any questions regarding this proposal should be submitted directly via Proposal Tech using the "Ask Question" feature to Sadie Zarnoth. Please submit your RFP related questions via Proposal Tech in an

Cook County Annuity and Benefit Fund PBM RFP

efficient and timely matter. Questions submitted via Proposal Tech from any potential Bidder will be answered. Questions sent via email or telephone will not be accepted.

Submission of proposals: Proposals are to be submitted electronically via the Proposal Tech system by **5:00 P.M. CT, Thursday, June 15, 2023**. All decisions and evaluations will be determined from the proposals submitted electronically via the Proposal Tech system.

Your proposal should be submitted in the following format:

- Cover Letter
- Section IV: Bid Requirements, Specifications and Qualifications: electronic copy required
- Section V: Financial Questionnaire: electronic copy required
- Section VI: Minimum Contractual Requirements: electronic copy required
- Section VII: Acknowledgment and Statement of Exceptions Form
- Signature Ready Contract, including the Financial Commitment Document (e.g., Pricing Commitment Document/Pricing Supplement/ Pricing Summary/ Letter of Agreement)
- Formulary Disruption Analysis and Completed Charts
- Retail Network Disruption Analysis and Completed Charts
- Required Attachments

2.2 Timetable

Below is an expected timetable of major events during this RFP process:

Action/Event	Target Date
Release of RFP	Monday, May 15, 2023
Intent to Bid Form Due	Wednesday, May 17, 2023, 5:00pm CT or earlier
Proposals Due	Thursday, June 15, 2023, 5:00pm CT or earlier
Finalist Interviews	TBD - mid to late July 2023
Award Notification	Post Board of Trustees meeting, August 2023
Begin Implementation	By no later than Friday, September 1, 2023
New Contract Term Effective Date	Monday, January 1, 2024

To avoid elimination from the RFP process, all proposals must be returned in the format and dates outlined in this Bidding Instructions section. **Note - if you are declining to bid, please indicate so on the Intent to Bid document and officially decline on the "Intent to Bid" page in Proposal Tech.**

2.3 Please submit your Intent to Bid Form by **Wednesday, May 17, 2023, 5:00 PM ET. Claims data will not be released until your Intent to Bid is submitted.**

Instructions for submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Sadie Zarnoth) to send to. Once your attachment is uploaded be sure to check the box to include your attachment with the email and then click "Send."

Single, Pull-down list.

1: Completed and sent,

2: Not provided

Attached Document(s): [Intent to Bid Cook County PBM RFP 07058.026.docx](#)

Cook County Annuity and Benefit Fund PBM RFP

3 PBM Services to be Provided

3.1 Several factors will be considered in the selection process. The primary factors include pricing (lowest net cost per participant per month post rebates/ fees/ participant cost share), pharmacy network access, formulary management and formulary disruption, contractual compliance, account management services, reporting capabilities, financial stability, performance guarantees, flexibility, references, clinical programs, and participant service.

All bidders are required, at a minimum, to duplicate the Fund features and levels of coverage presently offered under the current Plan.

Bidders are to offer comprehensive PBM services including, but not limited to, the following:

- Claims Adjudication
- Ability to Integrate PBM services with other vendors (e.g., Disease Management, Care Management, Medical), if applicable
- Eligibility Maintenance
- Patient and Provider Education
- Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
- Network Pharmacy Management
- Formulary Management and 100% Pass Through of Rebates Sharing
- Data Reporting (standard and ad-hoc reporting)
- Distribution of ID Cards and Pharmacy Directories
- Mail Service Pharmacy
- Specialty Pharmacy Program
- Complete Availability of IT services, including Online/Real Time Availability to the Fund and/or its designee(s)
- Pricing Administration
- Participant Services, including quality and functionality of participant website and mobile app
- Ad Hoc Reporting
- Clinical Programs
- EGWP for Medicare Eligible Retirees

4 General Bid Conditions and Minimum Qualifications

The following addresses each bid, contract, and service requirement. Please review this section thoroughly to determine your ability to meet these requirements. Indicate “yes” or “no” as to your organization's ability to comply. If needed, you will find an *Acknowledgment and Statement of Exceptions Form* (Section 7) towards the end of this RFP. If you are unable to meet any of the following requirements, you must note or reference them on this form. ***This form must be completed and returned with your proposal.***

Cook County Annuity and Benefit Fund PBM RFP

4.1 General Bid Conditions

Should a bidder object to any of the Fund's terms and conditions, as contained in this Section, that bidder must propose specific alternative language. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. This alternate wording should be included in the response to the specific question and the Acknowledgment and Statement of Exceptions Form.

All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any of the Fund's terms or conditions may result in disqualification of the proposal.

4.1.1 Award or Rejection: The contract award will be made to the bidder whose proposal is deemed to be in the best interest of the Fund. The Fund reserves the right to reject any or all proposals. Proposals will not be returned.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

4.1.2 Costs for Proposal Preparation: All costs incurred by bidders in preparing and submitting proposals are the bidders' sole responsibility.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

4.1.3 No Commissions are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

4.1.4 Time for Acceptance: The bidder agrees to be bound by its proposal for a period of at least 365 days, during which time the Fund and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

4.1.5 Oral Explanations: The Fund will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

4.1.6 Bidder's Representative: The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees, and terms presented will be considered legally binding.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

4.1.7 Rights to Claims Data: All claims' data is the property of the Fund and must be returned upon request. The bidder confirms and agrees that the data and information provided ("Fund Data"), which may include protected health information related to the Fund's participants and beneficiaries, provided under this RFP is and shall remain the property of the Fund. The bidder is not granted any right, title, or interest in any Fund Data. The bidder may use and disclose Fund Data solely as necessary to effectuate the purpose of this RFP and will not use, disclose, decompile, or reverse engineer, any Fund Data in support of the other business activities.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [500 words]

4.1.8 Exceptions: Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.

Single, Radio group.

- 1: Agree,
- 2: Disagree

4.2 Minimum Bid Qualifications

4.2.1 Confirm your organization has at least seven years of experience in providing prescription drug benefit Fund services, including claims administration and retail pharmacy network services, to at least five groups with more than 10,000 covered lives.

Single, Pull-down list.

- 1: Yes,
- 2: No

4.2.2 The PBM acknowledges it is compliant with all state and federal applicable regulations and currently not restricted or prohibited from conducting business in all states where the Fund's participants reside or access care.

Single, Pull-down list.

- 1: Yes,
- 2: No

4.2.3 Confirm your organization is currently a CMS approved Medicare Part D prescription drug plan that can contract with plan sponsors to establish and manage self-insured indirect employer group waiver plans.

Single, Radio group.

- 1: Yes,
- 2: No

4.2.4 Confirm the PBM will provide a signature ready contract incorporating all agreed upon provisions within this RFP and subsequent responses as indicated in this RFP within 30 business days of notification of intent to award business.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

5 Financial Questionnaire

Bidders are required to complete all financial questions as instructed. Bidders should provide proposed fees and minimum guarantees separately for each year of the three-year contracts so that the Fund's pricing terms keep pace with expected market trends. We ask all bidders to provide a traditional pricing arrangement with 100% pass through of all rebates and pharmaceutical manufacturer revenue for the Commercial contract and a transparent pass-through pricing with a 100% pass through of all rebates and pharmaceutical manufacturer revenue for the EGWP plus wrap contracts.

All services covered under the administration fee being proposed should be listed. However, some services may be offered as optional or ancillary and be covered by separate add-on fees. These fees should be listed separately as an option.

All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for the life of the contract, January 1, 2024, through December 31, 2026.

5.1 Term/ Termination

5.1.1 Confirm the PBM agrees to a three-year Initial Term effective January 1, 2024.

Single, Radio group.

- 1: Yes,
- 2: No

5.1.2 Confirm the pricing will go into effect on January 1, 2024, if both parties agree in good faith to the agreed upon financial and contractual terms via email.

Single, Pull-down list.

- 1: Yes,
- 2: No

5.1.3 Confirm the PBM may only terminate the contract with cause in the event of non-payment of claims and administrative fees.

Single, Pull-down list.

- 1: Yes,
- 2: No

5.1.4 The Fund will have the right to terminate without cause the contract upon a 90-day notice period.

Single, Pull-down list.

- 1: Yes,
- 2: No

5.1.5 If the Fund chooses to exercise termination without cause rights, confirm there will be no financial penalties to the Fund.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

5.1.6 PBM agrees to annual market check terms, conducted by an independent third party hired by the Fund mutually agreed upon within reason, to ensure the Fund is receiving current pricing terms competitive with the industry.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.1.7 In the event that the Fund's contract terms are not marketplace competitive compared to like size plans and it is demonstrated that the Fund could save 1% or more in the current marketplace, the PBM agrees to offer improved financial terms. Confirm that the Fund will have the right to terminate without cause or penalty if pricing terms are not provided in a reasonable timeframe and are not industry competitive.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.1.8 Confirm the PBM will provide renewal pricing in writing with full justification at least 180 days prior to the end of the Initial Term and that automatic renewal language will not be included in the contract terms.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2 Financial Contractual Requirements

5.2.1 Each distinct **pricing guarantee** (including discounts and dispensing fees) will be measured and reconciled on a component (e.g., retail 30 brand, retail 30 generic, retail 90 brand, retail 90 generic, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, and specialty drugs at the PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the Fund. Surpluses in one component may not be utilized to offset deficits in another component.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.2 Each distinct rebate guarantee (including discounts and dispensing fees) will be measured and reconciled on a component (e.g., retail 30 brand, retail 30 generic, retail 90 brand, retail 90 generic, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, and specialty drugs at the PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the Fund. Surpluses in one component may not be utilized to offset deficits in another component.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.3 The PBM will provide a financial reconciliation report within 90 days after the end of each contractual year, and the report will include the contractual and actual discounts and dispensing fees for each component agreed to in 5.2.1 and 5.2.2.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.4 The PBM agrees that any shortfall between the actual result and the guarantee will be paid, dollar-for-dollar, to the Fund within 90 days of the end of each contractual year.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.5 Confirm the PBM will, at a minimum, duplicate the Fund features and levels of coverage presently offered by the Fund without impacting the proposed pricing.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.6 Confirm that mail order and specialty drug dispensing fees will remain constant throughout the contract term and will not be increased for any increases in postage rates/ charges (i.e., U.S. mail and/or applicable Commercial courier services).

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.7 Confirm mail order pricing and rebates will apply to all claims that adjudicate at mail regardless of days' supply.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.8 Confirm retail 90 pricing and rebates will apply to all claims that adjudicate at the retail 90 network with greater than 83 days' supply.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.9 Confirm retail 30 pricing and rebates will apply to all claims that adjudicate at the retail 30 network with 1 - 83 days' supply.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.10 Confirm specialty pricing and rebates will apply to all claims that adjudicate at the PBM's specialty pharmacy regardless of days' supply.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.11 Confirm the applicable specialty pricing and rebates will apply to all claims that adjudicate at participating retail pharmacies under the respective specialty pharmacy program regardless of days' supply.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.12 Confirm Minimum Guaranteed Rebates will apply to all brand prescriptions claims dispensed, not on formulary prescriptions dispensed and not limited to products that should be eligible to receive a rebate based on products from which the PBM receives a rebate.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.13 Confirm all rebates are guaranteed on a minimum (i.e., not fixed, or flat) basis, and the PBM will pass through 100% of the rebates, including non-specialty and specialty, from all pharmaceutical manufacturer revenue that that the PBM has received to the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.14 Confirm the PBM will pay quarterly rebate payments based on the minimum rebate guarantees (i.e., not limited to the number of rebates collected) within ninety (90) days after the end of each quarter.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.15 The PBM will provide the annual rebate report within 90 days of the end of each contract year. Confirm any shortfall between the rebates paid and the greater of the minimum rebate payments or the rebates invoiced by the PBM for the Fund's utilization will be paid, dollar-for-dollar, to the Fund within 90 days of the end of the contract year.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.16 Confirm that lag rebates will continue to be paid to the Fund throughout the term of the contract until 100% of all earned rebates are paid even after all the minimum rebate guarantees have been paid.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.17 Confirm all rebate revenue earned by the Fund will be paid to the Fund regardless of their termination status as a client. Lag rebates on claims incurred prior to the termination date will continue to be paid to the Fund after termination until 100% of earned rebates are paid.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.18 Confirm rebates will be paid if both parties agree in good faith via email accepting the proposed pricing while the contract is finalized.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.19 The Fund will be notified of any switch to the source of the aggregate AWP with at least a 180-day notice. Any switch must be based on a book of business decision and apply to similarly situated clients like the Fund. If a switch is made it must be price neutral and acceptable to the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

5.2.20 The PBM will invoice the Fund twice monthly for claims and once monthly for the administrative services.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.21 The Fund will pay all undisputed claim and administrative service invoice amounts to the PBM within ten (10) business days after the Fund receives such invoice from the PBM.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.22 Confirm that if the Fund disputes all or a portion of any invoice, the Fund will pay the undisputed amount timely and notify the PBM in writing, of the specific reason and amount of any dispute before the due date of the invoice. The PBM and the Fund will work together, in good faith, to resolve any dispute. Upon resolution, the Fund or the PBM will remit the amount owed to the other party, if any, within five (5) business days as the parties agree based on the resolution.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.23 Confirm the PBM will provide a paid claims data file that corresponds to the invoices at no additional cost to the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.24 Confirm the PBM will provide run-out claims processing for the Fund for 12 months after contract termination.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.25 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not include adjustments for claims volume changes or claims volume shifts amongst the various provider channels (e.g., mail utilization rates decline or 90-day retail utilization increases).

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.26 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be modified or amended if participation in the Plan decreases by less than 30%.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.2.27 Confirm the proposed pricing is not part of a coalition pricing arrangement.

Single, Pull-down list.

1: Yes,

2: No

Cook County Annuity and Benefit Fund PBM RFP

5.2.28 Confirm that no third party will receive compensation, directly or indirectly, because of being awarded this business.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.3 Financial Definitions

5.3.1 Confirm you agree to the following contract definitions:

	Response
<p>a. 100% Pass Through of Rebates – The PBM agrees to pass through 100% of ALL pharmaceutical manufacturer revenue earned to the Fund and will not charge an administrative fee for this arrangement. The PBM also agrees to disclose details of all other programs and services generating financial remuneration from outside entities, including manufacturers and retailers. The PBM will confirm all this revenue will be verifiable and auditable.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No</p>
<p>b. 100% Pass Through of Rebates - Confirm the PBM will pass through 100% of rebates invoiced and collected from pharmaceutical manufacturers/rebate aggregators for excluded products that are not included in the minimum rebate and financial guarantee calculations.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No</p>
<p>c. Rebates - Compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer attributable to the purchase or utilization of covered drugs by eligible persons, including, but not limited to, incentive rebates categorized as purchase discounts; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; and administrative or management fees. Rebates also include any fees that PBM receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No</p>
<p>d. AWP (Average Wholesale Price) is based on date sensitive, 11-digit NDC as supplied by a nationally recognized pricing source (i.e., Medi-Span) for retail, mail order, and specialty adjudicated claims.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No</p>
<p>e. Participant Copay - Participants will pay the lowest of the following: Fund copay/coinsurance, Fund-negotiated discounted ingredient cost plus dispensing fee, usual and customary charges (if at retail), MAC (maximum allowable cost) or retail cash price (if at retail) at retail, mail, and specialty pharmacies.</p>	<p><i>Single, Pull-down list.</i> 1: Yes, 2: No</p>

Cook County Annuity and Benefit Fund PBM RFP

f. Participants - All eligible participants and their eligible dependents enrolled under the Plan's prescription benefit program.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
g. Paid Claims - Defined as all transactions made on eligible participants that result in a payment to pharmacies or participants from the Fund or the Fund participant copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
h. Fees - Confirm the PBM will only charge a fee (e.g., administrative fee or dispensing fee) for Paid Claims and will not charge a fee for reversals, rejected claims, adjustments, or reprocessed claims.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
i. Client eligibility - All eligibility records are the sole property of the Fund. The PBM it is NOT free to use the eligibility data for analyses that they publish or provide to outside industries.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
j. Client claims data -All claims' data records are the sole property of the Fund and must be made available upon request to the Fund and its representatives. is the PBM is NOT free to use the claims data for analyses that they publish or provide to outside industries.	<i>Single, Pull-down list.</i> 1: Yes, 2: No

5.4 Financial Assumptions and Calculations

5.4.1 Confirm the pricing listed in this proposal reflects the following:

Assumptions	Response
a. Please confirm your proposed drug type designation or classification (e.g., brand, generic) source (i.e. First Databank or Medi-Span).	<i>Single, Pull-down list.</i> 1: Yes, 2: No
b. All guarantees, including the aggregate ingredient cost and the aggregate AWP, are calculated using the AWP based on the 11-digit NDC of the actual product and actual package size that is dispensed from the actual date the claim adjudicated.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
c. All-in generic guarantee inclusive of single-source generics	<i>Single, Pull-down list.</i> 1: Yes, 2: No
d. Drugs with an insufficient supply are included in the guarantees	<i>Single, Pull-down list.</i> 1: Yes, 2: No

Cook County Annuity and Benefit Fund PBM RFP

e. Select, sole source or authorized generics from at least one FDA-approved generic manufacturer with exclusivity, limited supply, limited availability, or limited competition will be included in the generic pricing guarantees and excluded from the brand pricing guarantees.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
f. No single-source generic or generic drug will be included in the brand drug component for the annual discount guarantee reconciliation.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
g. Confirm “House Generics”/ Brand claims with a DAW 5 will be included in the generic guarantee financial reconciliation calculations and GDR guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
h. Confirm the Fund will not pay more for any “House Generics”, or DAW 5 claims compared to the respective generic equivalent before the application of rebates.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
i. Confirm participants will pay the generic copay for any “House Generics” or DAW 5 claims.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
j. Confirm brands with a DAW code (DAW 1 or DAW 2) requiring the substitution of a brand product over a generic product will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantees.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
k. Confirm brands with a DAW code of 0, 3, 4, 6, 7, 8, and 9 will be included in the brand discount guarantees, dispensing fees, and minimum rebate guarantee calculations.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
l. Confirm any formulary excluded brand products that were adjudicated because of an exception process such as for medical necessity will be included in the discount, dispensing fee, minimum rebate guarantees, and any rebates associated with such drugs will be passed through at 100% to the Fund.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
m. Confirm the PBM guarantees that participants will always pay the lowest price (participant cost share, discounted ingredient cost plus dispensing fee, MAC, U&C).	<i>Single, Pull-down list.</i> 1: Yes, 2: No
n. All guarantees are calculated before the application of participant cost share.	<i>Single, Pull-down list.</i>

Cook County Annuity and Benefit Fund PBM RFP

	1: Yes, 2: No
o. Confirm all the proposed dispensing fee guarantees are on a maximum guaranteed basis.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
p. The PBM agrees to provide upon request any proprietary algorithms, hierarchy or other logic employed to define a prescription drug as generic or brand, as part of this competitive bid process or at any point during any resulting contract term.	<i>Compound, Pull-down list.</i> 1: Yes, 2: No, please explain: [500 words]

5.4.2 Brand and Generic Discount Guarantee Calculations:

	Response
a. Both the Aggregate Ingredient Cost and Aggregate AWP from the actual date of claim adjudication will be used when calculating the minimum discount guarantees.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
b. All guaranteed measurements will be calculated prior to the application of participant cost share (including participant paid penalties).	<i>Single, Pull-down list.</i> 1: Yes, 2: No
c. Dispensing Fees are not included in the Aggregate Ingredient Cost.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
d. Zero balance due claims or zero amount claims will be included in the guaranteed measurement for AWP, ingredient cost, achieved discounts or dispensing fee calculations at the discounted cost before copay.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
e. Both non-MAC, MAC, single-source, and multiple source generic products are to be included in the generic guaranteed measurement.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
f. The guaranteed measurement must exclude the savings impact from DUR programs, formulary programs, utilization management programs, and/or other therapeutic interventions.	<i>Single, Pull-down list.</i> 1: Yes, 2: No

Cook County Annuity and Benefit Fund PBM RFP

g. Confirm all the proposed discount guarantees are on a minimum guaranteed basis (i.e., not a flat, fixed, or locked basis) and any discount achieved beyond the minimum guarantee will be passed on to the Fund.	<i>Single, Pull-down list.</i> 1: Yes, 2: No
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5.4.3 Indicate if the following products are included or excluded from your proposed discount and dispensing fee guarantees:

List of Products	Response
a. Compounds	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
b. 340b Pharmacy Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
c. Out of Network Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
d. Paper Submitted Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
e. Secondary Payor Claims (COB or Subrogation)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
f. Vaccines (not COVID)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
g. Vaccines (COVID)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
h. Over the Counter (OTC) Products Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
i. Over the Counter (OTC) Products Glucose/ Ketone Test Strips/ Diabetic Test Strips	<i>Single, Pull-down list.</i>

Cook County Annuity and Benefit Fund PBM RFP

	1: Included, 2: Excluded
j. Over the Counter (OTC) COVID tests.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
k. All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (not OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
l. Prescription Vitamins, Smoking Cessation Products, Contraceptives (not OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
m. Lipid Disorder – PCSK9 Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
n. Long Term Care (LTC)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
o. Home Infusion	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
p. Indian Health Services and Tribal Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
q. Ancillary Supplies	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
r. HIV Products.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
s. Transplant Medications	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
t. Biosimilars	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

Cook County Annuity and Benefit Fund PBM RFP

u. Veteran Administrative claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
v. Multi-source brand claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
w. Applicable claims from all 50 states and the District of Columbia	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

5.4.4 Indicate if the following products are included or excluded from your proposed rebate guarantees:

List of Products	Response
a. Compounds	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
b. 340b Pharmacy Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
c. Out of Network Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
d. Paper Submitted Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
e. Secondary Payor Claims (COB or Subrogation)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
f. Vaccines (not COVID)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
g. Vaccines (COVID)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
h. Over the Counter (OTC) Products Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips	<i>Single, Pull-down list.</i>

Cook County Annuity and Benefit Fund PBM RFP

	1: Included, 2: Excluded
i. Over the Counter (OTC) Products Glucose/ Ketone Test Strips/ Diabetic Test Strips	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
j. Over the Counter (OTC) COVID tests.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
k. All Insulins/ Glucose/ Blood Glucose/ Ketone Test Strips/ Diabetic Test Strips (not OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
l. Prescription Vitamins, Smoking Cessation Products, Contraceptives (not OTC Products)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
m. Lipid Disorder – PCSK9 Products	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
n. Long Term Care (LTC)	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
o. Home Infusion	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
p. Indian Health Services and Tribal Claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
q. Ancillary Supplies	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
r. HIV Products.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
s. Transplant Medications	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

Cook County Annuity and Benefit Fund PBM RFP

t. Biosimilars	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
u. Veteran Administrative claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
v. Multi-source brand claims	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
w. Applicable claims from all 50 states and the District of Columbia	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

5.4.5 Provide a list, in excel, with NDCs, of any drug products that are excluded from your proposed guarantees. Indicate within the list of NDCs if it is excluded from discounts, dispensing fees, and/or rebates guarantees. (Provide name of attachment(s))

500 words.

5.5 Administrative Fees

5.5.1 Complete the following Base Administrative Fee Table, reflective of your self-insured traditional pricing with 100% pass through of rebates for your Commercial proposal to be effective January 1, 2024-December 31, 2026, based on the Plan's current plan design specifications. Note that any per prescription fees must be based on prescriptions that are dispensed (not adjustments, errors, or reversals).

BASE ADMINISTRATIVE SERVICES	Year 1	Year 2	Year 3
<i>Administrative Fee – Per Participant Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Claim</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Employee Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Flat Amount Per Year</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.5.2 Complete the following EGWP Administrative Fee Table, reflective of your self-insured transparent 100% pass-through EGWP plus wrap proposals to be effective January 1, 2024-December 31, 2026, based on the Plan's current plan design specifications. Note that any per prescription fees must be based on prescriptions

Cook County Annuity and Benefit Fund PBM RFP

that are dispensed (not adjustments, errors, or reversals). If fee to administer EGWP services is included in the Base Administrative Fee noted in 5.5.1, populate the following chart with zero dollars.

EGWP ADMINISTRATIVE SERVICES	Year 1	Year 2	Year 3
<i>Administrative Fee – Per Participant Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Claim</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Per Employee Per Month</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
<i>Administrative Fee – Flat Amount Per Year</i>	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.5.3 Complete the following Administrative Fee Table to confirm whether the following items are included or excluded in your proposed Administrative Fees as noted above.

	Response
PROPOSED ADMINISTRATIVE SERVICES	
<i>PBM Core Services</i> - Electronic claims processing, Customer service for participants, Eligibility submission and maintenance, Plan set-up and validation, coordination of benefits (COB), Coverage determinations and appeals management, Grievance, and complaint management in accordance with CMS requirements, Strategic account planning support	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Core Formulary Services</i> – Participant notifications, CMS approved Formulary and P&T Committee support, Pharmacy network management and reimbursement including CMS requirements related to rebates and network access, Basic network pharmacy audit, Pharmacy help desk	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Core Network Services</i> – Pharmacy network management and reimbursement including CMS requirements related to rebates and network access, Basic network pharmacy audit, Pharmacy help desk	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Regulatory Services</i> - CMS Subsidy processing, Reconciliation and reporting including LIS Premium Refund Services, Preparation of data to meet Medicare Part D Reporting Requirements, Maintenance and support of CMS “Prescription Drug Event” (claim) process, Programs, services, and communications needed to ensure CMS compliance	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Core Communication Services</i> – Toll free phone line, participant website including open enrollment website, participant mobile app, Development and fulfillment of all Medicare required communications including but not limited to new enrollee packets and Annual Notice of Change (ANOC), Co-branding of communication materials as approved by the Fund	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>CMS Required Clinical Programs</i> - Retrospective drug utilization review (RDUR), Medication Therapy Management (MTM), and Opioid Overutilization Monitoring Concurrent Drug Utilization Review (DUR), Digital Health Formulary Development Enhanced Fraud, Waste and Abuse Program, CMS approved Utilization Management Programs (Drug Quantity management, Prior Authorization, and Step Therapy	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

Cook County Annuity and Benefit Fund PBM RFP

<i>Core Data and Reporting Services</i> - Detailed invoiced claim feeds to the Fund or Designee(s), Real time system access (eligibility, claims, and benefit administration, coverage management and appeals, eligibility file transfer), Standard Fund performance and experience reports.	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Monthly EOB Statements</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Custom Group Coding</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>ID Cards (Including new and replacement ID cards)</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Retail Pharmacy Network Audit Recovery Fees</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Compound Drug Management</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Medicaid/Medicare Subrogation Claims</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Paper Claims</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded
<i>Vaccination Program (Influenza, Non-Influenza, COVID)</i>	<i>Single, Pull-down list.</i> 1: Included, 2: Excluded

5.5.4 Confirm there are NO additional fees (beyond those outlined above) required to administer the services outlined in this RFP.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

5.5.5 Confirm that the PBM will not bill for medical supplies and services in the dispensing/usage of specialty medications not covered by the Plan's prescription drug plan.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.5.6 The PBM agrees to provide frequent (as frequent as weekly) data transmissions feeds (may include feeds to data warehouses) to as many as 5 vendors as approved by the Fund, at no charge as long as it is in an approved standard format such as NCPDP format.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.5.7 The PBM will maintain all pertinent records for seven years. This is in conjunction with prudent business practices. The PBM will oversee the safekeeping of Fund experience information and, in the event of contract termination, would be required to cooperate with the Fund, or its representative, in the orderly transfer of this Plan's experience information to the Fund or its designated succeeding health provider/carrier.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.5.8 The PBM agrees to provide online, real time, claim system access to the Fund or its designee, including access to at least 2 years of historical claims data and eligibility information.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.5.9 Confirm the PBM will notify the Fund timely of any PBM's claim system delays or shut down (scheduled or unscheduled) negatively impacting claims processing, customer service, and/or participant services.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.5.10 Confirm that postage is included in the base administrative fee for any standard participant mailings.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.6 Prescription Drug Pricing

AWP Reimbursement Basis - Complete the following tables using the drug reimbursement that your organization is willing to guarantee on a dollar-for-dollar basis for each year of the contract. Columns marked "AWP Discount" are to be completed using a discount from 100% AWP and dispensing fee logic. All guarantees must be based on the AWP unit cost dispensed and post September 26, 2009, AWP rollback.

TRADITIONAL RETAIL PRICING WITH 100% PASS THROUGH REBATES PROPOSAL

Notes:

1. Brand Pricing must include both single source and multi-source brands.

Cook County Annuity and Benefit Fund PBM RFP

2. Post September 26, 2009, AWP rollback
3. Generic Pricing must include single-source generics.
4. Bids must be 100% Rebate Pass Through Quotes

5.6.1 Complete the following table: **Commercial, Year 1 (1/1/2024-12/31/2024)**

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84+ Days' Supply)	AWP Discount Mail (1 – 90+ Days' Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			
All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.6.2 Complete the following table: **Commercial, Year 2 (1/1/2025-12/31/2025)**

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84+ Days' Supply)	AWP Discount Mail (1 – 90+ Days' Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			

Cook County Annuity and Benefit Fund PBM RFP

All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
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5.6.3 Complete the following table: Commercial, Year 3 (1/1/2026-12/31/2026)

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days’ Supply)	AWP Discount Retail 90 (84+ Days’ Supply)	AWP Discount Mail (1 – 90+ Days’ Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			
All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.6.4 Complete the following table: EGWP plus wrap, Year 1 (1/1/2024-12/31/2024)

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days’ Supply)	AWP Discount Retail 90 (84+ Days’ Supply)	AWP Discount Mail (1 – 90+ Days’ Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			

Cook County Annuity and Benefit Fund PBM RFP

All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
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5.6.5 Complete the following table: EGWP plus wrap, Year 2 (1/1/2025-12/31/2025)

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84+ Days' Supply)	AWP Discount Mail (1 – 90+ Days' Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			
All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.6.6 Complete the following table: EGWP plus wrap, Year 3 (1/1/2026-12/31/2026)

Retail Network Pharmacy and Mail Pharmacy	AWP Discount Retail 30 (1 – 83 Days' Supply)	AWP Discount Retail 90 (84+ Days' Supply)	AWP Discount Mail (1 – 90+ Days' Supply)
Brand Drugs^[1]			
Discount Guarantee from AWP ^[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs^[3]			
Discount Guarantee from AWP ^[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Guarantee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates^[4]			

Cook County Annuity and Benefit Fund PBM RFP

All Current Fund Designs – Minimum Guaranteed Rebate per Brand Prescription with 100% Pass Through of any additional rebates beyond the Minimum Rebate Guarantee	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
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5.7 Specialty Pharmacy Program Pricing

5.7.1 Complete the following table: **Commercial**

Exclusive Specialty Pharmacy	Year 1	Year 2	Year 3
Overall Effective Discount (OED) Guarantee for Retail Specialty Brand Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Retail Specialty Generic Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Retail Biosimilars (including New to Market Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Retail Limited Distribution and Exclusive Distribution Specialty Drugs	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Mail Specialty Brand Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Mail Specialty Generic Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Mail Biosimilars (including New to Market Biosimilars)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Mail Limited Distribution and Exclusive Distribution Specialty Drugs	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Retail Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Mail Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Retail Rebate Guarantee – Per Brand Prescription (<i>Passed Through at 100%</i>), (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Retail Mail Guarantee – Per Brand Prescription (<i>Passed Through at 100%</i>), (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Retail Rebate Guarantee Biosimilars, Limited Distribution, and Exclusive Distribution) – Per Brand Prescription (<i>Passed Through at 100%</i>)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Mail Rebate Guarantee Biosimilars, Limited Distribution, and Exclusive Distribution) – Per Brand Prescription (<i>Passed Through at 100%</i>)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

5.7.2 Complete the following table: **EGWP plus wrap**

Open Specialty Pharmacy	Year 1	Year 2	Year 3
Overall Effective Discount (OED) Guarantee for Retail Specialty Brand Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Overall Effective Discount (OED) Guarantee for Retail Specialty Generic Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

Cook County Annuity and Benefit Fund PBM RFP

Overall Effective Discount (OED) Guarantee for Retail Biosimilars (including New to Market Biosimilars)	Percent.	Percent.	Percent.
Overall Effective Discount (OED) Guarantee for Retail Limited Distribution and Exclusive Distribution Specialty Drugs	Percent.	Percent.	Percent.
Overall Effective Discount (OED) Guarantee for Mail Specialty Brand Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	Percent.	Percent.	Percent.
Overall Effective Discount (OED) Guarantee for Mail Specialty Generic Drugs (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	Percent.	Percent.	Percent.
Overall Effective Discount (OED) Guarantee for Mail Biosimilars (including New to Market Biosimilars)	Percent.	Percent.	Percent.
Overall Effective Discount (OED) Guarantee for Mail Limited Distribution and Exclusive Distribution Specialty Drugs	Percent.	Percent.	Percent.
Retail Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	Dollars.	Dollars.	Dollars.
Mail Dispensing Fee Guarantee - Per Prescription (including Limited Distribution Drugs with Access and without Access, Biosimilars and New to Market products)	Dollars.	Dollars.	Dollars.
Minimum Retail Rebate Guarantee – Per Brand Prescription (<i>Passed Through at 100%</i>), (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	Dollars.	Dollars.	Dollars.
Minimum Retail Mail Guarantee – Per Brand Prescription (<i>Passed Through at 100%</i>), (excluding Biosimilars, Limited Distribution, and Exclusive Distribution)	Dollars.	Dollars.	Dollars.
Minimum Retail Rebate Guarantee Biosimilars, Limited Distribution, and Exclusive Distribution) – Per Brand Prescription (<i>Passed Through at 100%</i>)	Dollars.	Dollars.	Dollars.
Minimum Mail Rebate Guarantee Biosimilars, Limited Distribution, and Exclusive Distribution) – Per Brand Prescription (<i>Passed Through at 100%</i>)	Dollars.	Dollars.	Dollars.

5.7.3 Confirm the PBM solely uses the CMS definition of a “specialty drug product”.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.7.4 Provide an AWP-based pricing list, applicable to your proposal, in Excel of all specialty pharmaceuticals, including biosimilars plus Limited Distribution Drugs that the PBM has access as well as those that the PBM does not have access, that your company dispenses and distributes to providers and patients for your proposed specialty pharmacy program. Your pricing must include adequate supplies of ancillaries such as needles, swabs, syringes, and containers. The following items must be included in your list; Product Name, Therapeutic Group/Therapeutic Category, NDC, AWP Discount and Dispensing Fee, Limited Distribution Drug Designation, Exclusive Distribution with or without Access Designation, and Biosimilar Designation. (Provide name of attachment(s)).

500 words.

5.7.5 PBM agrees to notify the Fund and its participants at least 60 days prior to the addition of a drug to the specialty drug list and at least 90 days prior to a deletion of a drug from the specialty drug list.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

5.8 Allowances

5.8.1 Please complete the following table: **Commercial**

Allowance	Description	Response
a. Implementation	Place the \$ (dollar) Per Participant amount or the flat dollar (\$) amount you are offering the Fund.	<i>Dollars.</i>
b. Pre-Implementation Audit	Place the flat dollar (\$) amount you are offering the Fund to be used to conduct a pre implementation audit	<i>Dollars.</i>
c. Post Implementation Audit	Place the flat dollar (\$) amount you are offering the Fund to be used to conduct a post implementation audit	<i>Dollars.</i>
d. Annual Audit	Place the annual dollar (\$) Per Participant amount or the flat dollar (\$) amount you are offering the Fund to be used annually to verify the Fund is receiving discounted costs and major services as contracted as well as 100% of rebates.	<i>Dollars.</i>
e. General Pharmacy Program Management	Place the \$ (dollar) Per Participant amount or the flat dollar (\$) amount you are offering the Fund for general expenses related to the management of the pharmacy benefits program such as pharmacy claim and rebate audits, communication expenses, clinical programs, consulting fees or be used as a credit against claim invoices.	<i>Dollars.</i>

5.8.2 Please complete the following table: **EGWP plus wrap**

Allowance	Description	Response
a. Implementation	Place the \$ (dollar) Per Participant amount or the flat dollar (\$) amount you are offering the Fund.	<i>Dollars.</i>
b. Pre-Implementation Audit	Place the flat dollar (\$) amount you are offering the Fund to be used to conduct a pre implementation audit	<i>Dollars.</i>
c. Post Implementation Audit	Place the flat dollar (\$) amount you are offering the Fund to be used to conduct a post implementation audit	<i>Dollars.</i>
d. Annual Audit	Place the annual dollar (\$) Per Participant amount or the flat dollar (\$) amount you are offering the Fund to be used annually to verify the Fund is receiving discounted costs and major services as contracted as well as 100% of rebates.	<i>Dollars.</i>
e. General Pharmacy Program Management	Place the \$ (dollar) Per Participant amount or the flat dollar (\$) amount you are offering the Fund for general expenses related to the management of the pharmacy benefits program such as pharmacy claim and rebate audits, communication expenses, clinical programs, consulting fees or be used as a credit against claim invoices.	<i>Dollars.</i>

5.8.3 Confirm the PBM will allow the Fund to rollover any unused allowances to the next contract year or contract if the proposed allowances are on a contract year basis and/or contract term basis.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

5.8.4 Confirm the Fund may use the General Pharmacy Program Management Allowance for services related to managing the pharmacy benefit such as pharmacy audits, PBM market checks and pharmacy benefit consulting services.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

5.8.5 Confirm the Fund does not have to repay either the full or a pro-rated share of any of the Allowances if the Fund terminates the contract early with or without cause.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6 Minimum Contractual Requirements Questionnaire

The following are the Fund's core requirements that must be explicitly included in your proposed signature ready contract. Bidders' responses to this section will be heavily weighted in the selection process. Please include your responses within this form. Indicate "yes" or "no" as to your organization's ability to comply.

6.1 Formulary Management

6.1.1 Provide the name and copy of the Non-Specialty and Specialty Formulary you are proposing to the Fund. **(Provide name of attachment(s)).**

500 words.

6.1.2 Confirm the PBM will allow participants to obtain formulary excluded drugs with a prior authorization for medical necessity under your proposed offer without impacting the proposed rebates.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.1.3 The PBM agrees to notify the Fund and its designee a minimum of 90 days in advance of any negative formulary changes. The PBM must provide a detailed disruption and financial impact analysis at the same time.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.1.4 The PBM agrees to notify participants a minimum of 60 days in advance of any negative formulary changes.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.1.5 As a reminder, all bidders must complete the below **Commercial** formulary disruption table reflective of the proposed formulary based on the most recent 4 months of claims data provided to you upon the

Cook County Annuity and Benefit Fund PBM RFP

submission of the “Intent to Bid” Form. A supporting detailed excel file must also be provided. The detail must include a list of the negatively impacted drug along with the preferred alternative(s).

Type of Change	Participant Impact	Number of Scripts Impacted
No Change	<i>Integer.</i>	<i>Integer.</i>
Positive (higher-cost tier to lower tier)	<i>Integer.</i>	<i>Integer.</i>
Negative (lower tier to higher-cost tier)	<i>Integer.</i>	<i>Integer.</i>
Moving from covered to not covered/Excluded	<i>Integer.</i>	<i>Integer.</i>

6.1.6 As a reminder, all bidders must complete the below **EGWP plus wrap** formulary disruption table reflective of the proposed formulary based on the most recent 4 months of claims data provided to you upon the submission of the “Intent to Bid” Form. A supporting detailed excel file must also be provided. The detail must include a list of the negatively impacted drug along with the preferred alternative(s).

Type of Change	Participant Impact	Number of Scripts Impacted
No Change	<i>Integer.</i>	<i>Integer.</i>
Positive (higher-cost tier to lower tier)	<i>Integer.</i>	<i>Integer.</i>
Negative (lower tier to higher-cost tier)	<i>Integer.</i>	<i>Integer.</i>
Moving from covered to not covered/Excluded	<i>Integer.</i>	<i>Integer.</i>

6.2 EGWP Administration

The objective of the EGWP portion of this RFP is to evaluate qualified bidders that will offer self-insured, high-quality, cost-effective prescription drug benefits programs for EGWP to the Fund's Medicare-eligible participants. The Fund requires matching the existing plan design and incurring minimal disruption to the current drug formulary and pharmacy network.

6.2.1 Confirm that you will mirror the current plan design as closely as possible consistent with CMS regulation.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.2 Confirm your P&T Committee meets CMS' requirements for objectivity and validity.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.3 Confirm that you will provide all CMS required filings related to formulary, medication therapy management (MTM), and other clinical programs on a timely basis.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.4 How many group EGWP contracts do you presently insure or administer?

500 words.

6.2.5 Confirm that you will provide all CMS required filings related to certification of compliance to all waste, fraud, and abuse requirements.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.6 Confirm you will apply the required CMS discount for Part D applicable drugs at point-of-sale.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.7 Confirm that you will provide all CMS-required participant communications and that it is included in the proposed base admin fee for services.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.2.8 Do you agree to provide the following services under the EGWP Plan as part of your proposed administrative fees? Please complete the table below.

	Response
Collect and validate Medicare HICN	<i>Single, Radio group.</i> 1: Yes, 2: No
Research and resolve enrollment errors	<i>Single, Radio group.</i> 1: Yes, 2: No
Medication Therapy Management (MTM) Program	<i>Single, Radio group.</i> 1: Yes, 2: No
Monitor and track all requirement changes made by CMS	<i>Single, Radio group.</i> 1: Yes, 2: No
Enrollment modifications resulting in Low-Income assistance as granted or removed by CMS	<i>Single, Radio group.</i> 1: Yes, 2: No
Benefit Consultation and Actuarial Equivalence validation	<i>Single, Radio group.</i> 1: Yes, 2: No
Fraud, Waste and Abuse Program	<i>Single, Radio group.</i> 1: Yes, 2: No

Cook County Annuity and Benefit Fund PBM RFP

Grievance, Appeals, and coverage determination – investigate and resolve complaints from the CMS Complaint Tracking Module	<i>Single, Radio group.</i> 1: Yes, 2: No
Full enrollment reports (accepted, rejected, or CMS changes)	<i>Single, Radio group.</i> 1: Yes, 2: No
Evidence of Coverage (EOC)/ID Card/Abridged Formulary/Pharmacy Directory	<i>Single, Radio group.</i> 1: Yes, 2: No
Annual Notices of Changes/EOC	<i>Single, Radio group.</i> 1: Yes, 2: No
Low-Income Subsidy (LIS) Rider	<i>Single, Radio group.</i> 1: Yes, 2: No
LIS premium refunds directly to low-income retirees	<i>Single, Radio group.</i> 1: Yes, 2: No
Transition Letters	<i>Single, Radio group.</i> 1: Yes, 2: No
Explanation of Benefits (Monthly)	<i>Single, Radio group.</i> 1: Yes, 2: No
Receive and reconcile CMS Direct Subsidy, LIS, LICs, and Catastrophic Payments	<i>Single, Radio group.</i> 1: Yes, 2: No
Reconcile LIS eligibility with CMS monthly	<i>Single, Radio group.</i> 1: Yes, 2: No
Manage TrOOP	<i>Single, Radio group.</i> 1: Yes, 2: No

Cook County Annuity and Benefit Fund PBM RFP

6.3 Clinical Programs

6.3.1 Confirm all pricing submitted is NOT contingent on participation in any proposed clinical management programs, group medical or behavioral health programs proposed by you or any other vendor other than programs that are requested by the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.3.2 Confirm the PBM will keep accurate and detailed information regarding every prior authorization the PBM approves, and such information will be available for the Fund's review or its auditor's review upon request.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.3.3 The PBM mail order service must notify the individual participant, the Fund, or its designee prior to substituting products that will result in higher participant co-pay.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.3.4 Confirm the PBM will provide medication therapy management services consistent with CMS requirements and provide the Fund with quarterly reporting on all MTM activities.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.4 Retail Network Management

6.4.1 Confirm the PBM agrees to offer improved pricing terms to the Fund if greater than 2% of utilizing participants are impacted by proposed changes to the participating pharmacy network.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.4.2 Confirm the PBM will not withhold any financial recoveries from audits performed on the contracted pharmacy network including retail, mail order and specialty pharmacies. Confirm any recoveries will be disclosed and credited to the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.4.3 Confirm the PBM will not charge the Fund or offset any costs from a pharmacy audit recovery even if the PBM must pursue additional collection action to recover pharmacy audit discrepancies.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

6.4.4 As a reminder, all bidders must complete the below Commercial network disruption table on the proposed retail network based on the most recent 4 months of claims data provided to you upon the submission of the “Intent to Bid” Form. A supporting detailed Excel file must also be provided. The detail must include a list of the excluded pharmacy along with the preferred or in network alternative(s).

Type of Change	Retail 31 Network	Retail 90 Network
Number of Currently Utilized Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Participants that are Using those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Currently Utilized Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Participants that are Using Those Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>

6.4.5 As a reminder, all bidders must complete the below EGWP plus wrap network disruption table on the proposed retail network based on the most recent 4 months of claims data provided to you upon the submission of the “Intent to Bid” Form. A supporting detailed Excel file must also be provided. The detail must include a list of the excluded pharmacy along with the preferred or in network alternative(s).

Type of Change	Retail 31 Network	Retail 90 Network
Number of Currently Utilized Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Participants that are Using those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Not Part of the Proposed Network and are Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Currently Utilized Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Participants that are Using Those Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>
Number of Prescriptions that Adjudicated via those Retail Pharmacies that are Part of the Proposed Network and are not Eligible to Solicit	<i>Integer.</i>	<i>Integer.</i>

6.5 Audit Rights

6.5.1 The Fund or its designee will have the right to audit annually, with an auditor of its choice upon signature of a confidentiality agreement, (for both claims and rebate audits), with full cooperation of the selected PBM.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

6.5.2 The Fund or its designee will have the right to audit up to the last three complete contractual years (36 months) of claims at no additional charge from the PBM. Confirm all audits will not be limited to information relating to the calendar year in which the audit is conducted or the immediately preceding calendar year.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.3 The Fund or its designee will have the right to conduct an audit at any time during the year, at any point during the contract term, and the selected PBM will provide all documentation necessary to perform the audit.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.4 The Fund will not be held responsible for time or miscellaneous costs incurred by the PBM in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to the Fund or its designee by the PBM during the life of the contract. Note: This includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.5 The PBM will provide complete claim files and documentation (i.e., full claim files, financial reconciliation reports, inclusion files, and Fund documentation) to the Fund or its designee within 15 calendar days of receipt of the audit data request if a non-disclosure agreement is in place between the Fund or its designee and the PBM.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.6 The PBM will not set a maximum of claim samples per audit. The Fund or its designee, on behalf of the Fund, will be able to provide all claims in question (e.g., claim samples separately without limit) during an audit for each contract year that is being audited regardless of whether the scope of the audit is for one year or multiple contractual years.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.7 The PBM will correct any errors that the Fund, or its representative, brings up to the PBM's attention whether identified by an audit or otherwise.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.8 Confirm the audit provision shall survive the termination of the agreement between the parties for a period equivalent to the Initial Term of the contract.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

6.5.9 Confirm only the Fund, or the auditor on behalf of the Fund, can formally close an audit initiated by the Fund or the auditor on behalf of the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.10 Confirm the Fund can initiate a new audit even if all parties have not agreed that the prior audit is closed.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.5.11 Provide a document outlining the Audit Rights and Procedures. **(Provide name of attachment(s)).**
500 words.

6.6 Implementation

6.6.1 The successful bidder must be able and fully committed to support the Fund with all aspects of the installation process. To this end, your proposal must include a detailed implementation timetable and key task checklist, should your company be selected. **(Provide name of attachment(s)).**

500 words.

6.6.2 The PBM agrees to load all current prior authorizations, open mail order refills, specialty transfer files, claim history files, and accumulator files that exist for current participants from the existing PBM, to the extent allowed by CMS, at NO charge to the Fund (with no charges being deducted from the implementation allowance for file loading or IT).

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.6.3 The PBM agrees to send at least 12 months of claims history data, all current prior authorizations, open mail order refills, specialty transfer files, and accumulator files that exist for the Fund participants to the next/successor PBM at NO charge if the Fund terminates the contract with or without cause.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.6.4 The PBM agrees to waive any charges to the Fund or the Fund's medical Fund claims administrators such as a set-up fee, a programming fee, or a monthly fee, for establishing a connection with a Third-Party Administrator/Claims processor for real-time, bidirectional data integration, including non-standard data integration formats.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.6.5 The PBM agrees to work with the Fund's auditor during a pre/post implementation audit to run test claims in a test environment utilizing the Fund's actual Plan parameters.

Cook County Annuity and Benefit Fund PBM RFP

Single, Pull-down list.

- 1: Yes,
- 2: No

6.6.6 The PBM will provide draft of summary plan language for review by the Fund for any clinical programs that are to be implemented.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.6.7 The PBM will have a participant-friendly website as well as the Fund's specific 800-telephone number available to all Plan participants prior to the go-live date.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.7 Participant Service and Account Management

6.7.1 The PBM agrees to provide appropriately trained designated account resources including, but not limited to, an implementation manager, strategic account executive, clinical director - pharmacist, account manager, claims advocate and an underwriter/financial analyst that are familiar with self-insured EGWP Funds. Please include biographies in attachments.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.7.2 Confirm the PBM will include a Performance Guarantee on the Account Team's responsiveness.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.7.3 The PBM agrees to obtain the Fund's approval for all participant communication materials before distribution to participants. The PBM will not automatically enroll the Fund in any programs that involve any type of communications with participants or alterations of participants' medications, without express written consent from the Fund.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.7.4 The Fund reserves the right to review, edit, or customize any communication from the PBM to its participants, consistent with CMS requirements.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

6.7.5 Confirm that postage is included when mailing new ID cards and replacement cards.

Single, Radio group.

- 1: Yes,
- 2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

6.7.6 Confirm participants will be able to print out ID Cards from the PBM's website. In addition, confirm the participant will be able to see the ID card from the PBM's mobile App.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.7 Confirm the PBM will provide a dedicated 1-800-telephone number is to be available for all Fund participants. That dedicated participant service call center number shall be available 24 hours a day/ 7 days a week.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.8 Confirm the PBM will respond to all inquiries and requests made by the Fund's Plan participants service personnel who have been trained in customer service and who are familiar with the Fund's EGWP programs.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.9 All participant service call recordings and notes between the PBM and the Fund's participants will be the Fund's property.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.10 The PBM agrees to document 100% of the Fund's participant service calls through call recordings and call notes. PBM will forward written transcripts of calls at the Fund's request within two business days of the request being made.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.11 The Fund reserves the right to access all call recordings or call notes from participant service calls with its participants. PBM agrees to allow the Fund the right to request call recordings and/or notes at any time. PBM agrees to allow the Fund to listen to any recorded calls within 24 hours of the Fund's request.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.12 All customer service operations requiring verbal communication with the Fund and the Fund's participants will be performed in the United States (i.e., will not be provided offshore).

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.13 Confirm that multi-language communication phone line support is included in the base administrative fee. List the languages available to the Fund participants speaking to your customer service representatives.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

Cook County Annuity and Benefit Fund PBM RFP

6.7.14 Please provide the Fund with a dummy login so that the Fund can access the PBM's participant website. If not possible, please provide an attachment with images of the PBM's participant website layout (**Provide name of attachment(s)**).

500 words.

6.7.15 Provide a standard reporting package sample the Fund will receive and note frequency. Confirm the standard reporting package could be sent to the Fund on a quarterly or annual basis at the Fund's request. (**Provide name of attachment(s)**).

500 words.

6.7.16 Confirm the bidder must agree to a 90-day advance notice of any changes in suppliers or subcontractors for services such as specialty pharmacy, mail-order facility and/or other products and services.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.7.17 List all functions you currently outsource to any third party and name sub-contractor for the following functions:

	Outsource to third party?	Provide sub-contractor name
Claim processing system	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Formulary Management	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Appeals	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Clinical programs	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
P and T	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Customer service	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Rebate contracting	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Network contracting or aggregation	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.
Mail order	<i>Single, Pull-down list.</i> 1: Yes, 2: No	500 words.

Cook County Annuity and Benefit Fund PBM RFP

Specialty Pharmacy	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>
Data Reporting	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>500 words.</i>

6.7.18 Please provide the following information regarding your organization:

	CY 2022
Total Number of Covered Commercial Lives	<i>Integer.</i>
Total Number of Pharmacy Benefit Commercial Client Accounts	<i>Integer.</i>
Total Number of Covered EGWP Lives	<i>Integer.</i>
Total Number of Pharmacy Benefit EGWP Client Accounts	<i>Integer.</i>
Major Owners of the Organization	<i>500 words.</i>

6.7.19 Please provide the following current information regarding the proposed participant call center:

Location	<i>500 words.</i>
Days of Operation	<i>500 words.</i>
Hours of Operation	<i>500 words.</i>
Percent of Calls Abandoned	<i>Percent.</i>
Average Number of Seconds to Reach Representative	<i>Decimal.</i>

6.7.20 Please provide the following current information regarding the proposed non specialty mail order facility:

Location	<i>500 words.</i>
Days of Operation	<i>500 words.</i>
Hours of Operation	<i>500 words.</i>
Total Scripts Filled	<i>Integer.</i>
Utilization as Percent of Capacity	<i>Percent.</i>
Average Turnaround (No Intervention)	<i>Percent.</i>
Average Turnaround (Intervention Required)	<i>Percent.</i>

6.7.21 Please provide the following current information regarding the proposed specialty mail order facility:

Location	<i>500 words.</i>
Days of Operation	<i>500 words.</i>
Hours of Operation	<i>500 words.</i>
Total Scripts Filled	<i>Integer.</i>

Cook County Annuity and Benefit Fund PBM RFP

Utilization as Percent of Capacity	<i>Percent.</i>
Average Turnaround (No Intervention)	<i>Percent.</i>
Average Turnaround (Intervention Required)	<i>Percent.</i>

6.7.22 Please provide the following information regarding the proposed Commercial account team:

	Name of Team Member	Years of PBM Experience	Number of Assigned Accounts	Location
Strategic Account Executive	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Account Manager	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Clinical Pharmacist	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Implementation Manager	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>

6.7.23 Please provide the following information regarding the proposed EGWP account team:

	Name of Team Member	Years of PBM Experience	Number of Assigned Accounts	Location
Strategic Account Executive	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Account Manager	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Clinical Pharmacist	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>
Implementation Manager	<i>5 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>500 words.</i>

6.7.24 Please provide the PBM's current Book-of-Business Turnover Rate for the following divisions:

Overall Book-of-Business	<i>Percent.</i>
Call Center Representatives	<i>Percent.</i>
Strategic Account Executives	<i>Percent.</i>
Account Managers	<i>Percent.</i>
Client-Facing Clinical Pharmacists	<i>Percent.</i>

6.7.25 Please provide three Commercial client references that the Fund may contact. a. One would be a current client that has been with the PBM for three years. b. The second would be a new client that went through the implementation process within the past 6-12 months. c. The third would be a client that terminated the PBM.

500 words.

Cook County Annuity and Benefit Fund PBM RFP

6.7.26 Please provide three EGWP client references that the Fund may contact. a. One would be a current client that has been with the PBM for three years. b. The second would be a new client that went through the implementation process within the past 6-12 months. c. The third would be a client that terminated the PBM. 500 words.

6.8 Legal Responsibilities

6.8.1 **General Compliance:** All bidder services must adhere to relevant federal and state laws and regulations, including those that govern the privacy of medical information.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

6.8.2 **HIPAA Compliance:** All bidder systems and services must follow the HIPAA EDI, Privacy, and Security regulations on the appropriate dates established by the U.S. Department of Health & Human Services.

Single, Radio group.

1: Agree,

2: Disagree, explain: [500 words]

6.8.3 The PBM shall indemnify, defend, and hold harmless the Fund, its officers, directors, employees and agents and affiliates from and against all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, because of a breach by the PBM of any of its obligations under the Agreement or arising out of the negligent act or omission or willful misconduct of the PBM or its employees or agents.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.4 The indemnification set forth above shall cover a breach of protected health information.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.5 The PBM acknowledges that it is compliant with the Electronic Data Interchange (“EDI”), Privacy and Security Rules of the Health Insurance Portability and Accountability Act (“HIPAA”) and will execute the appropriate Business Associate Addendum (“BAA”). PBM also agrees that in the event of a privacy violation or data breach, that the PBM will notify the Fund and the impacted participants to a breach and provide any required remedies.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.6 The PBM shall maintain written security policies and safeguards that meet industry standards for an entity of the size and resources of the PBM and for the nature of the protected health information that the PBM receives, accesses, stores and transmits. The PBM agrees to notify the Fund within ten (10) business days of any breach of protected health information and in any shorter time as required by Law and the cost of the notification will be the responsibility of the PBM.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.7 The PBM agrees that the Agreement or any of the functions to be performed hereunder shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then this agreement shall terminate upon the effective date of said assignment.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.8 The PBM must agree that in the event of a dispute between the parties, about the payment or entitlement to receive payment, or any administrative fees hereunder, the PBM and the Fund shall endeavor to meet and negotiate a reasonable outcome of said dispute. In NO event shall PBM undertake unilateral offset against any monies due and owed the Fund, whether from manufacturer rebates, credit adjustment or otherwise.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.9 The PBM agrees to provide the PBM's alternative mediation or appeal options for conflict resolution to help the Fund resolve disputes. This appeal option should provide a simple, efficient, and fair method of providing resolutions to the participant and the Fund. Whether to avail itself of such mediation or appeal options shall be in the sole discretion of the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.10 What general and professional errors and omissions cybersecurity liability coverage does the PBM currently have in place? Include name of insurer, per occurrence \$ limits and total policy coverage limits.

500 words.

6.8.11 Confirm any disputes between the PBM and the Fund shall be governed by laws of the State of Illinois and the exclusive jurisdiction for any judicial suit, action or proceeding relating to the agreements shall be the courts in the State of Illinois.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.12 Confirm the PBM agrees to hold the Fund harmless for any HIPAA Violations made by the PBM or its Network Pharmacies.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.13 The PBM will agree to be claims fiduciary for clinical based determinations.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.14 Confirm the PBM will agree to provide data and reporting information for drug manufacturer lawsuits and settlements and will agree to list out their responsibilities regarding these class actions (e.g., notify client about them, and provide the appropriate information).

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.15 Confirm your organization meets and, in the future, will continue to meet, all federal and state benefit laws, specifically but not limited to the State of Illinois, including all relevant provisions of HIPAA.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.16 Confirm the PBM will respond to and timely incorporate future Health Care Reform changes in full compliance with the law and at no additional cost to the Fund.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.8.17 Confirm the Fund will have the option of choosing legal counsel to defend claims litigation based on decisions made by the PBM to deny coverage for clinical reasons, and that PBM will be fully involved in said defense, the cost of which shall be borne by the PBM to the extent the PBM is found to have been negligent or at fault in the denial decision.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.9 Implementation and Ongoing Service Performance Guarantees

All guarantees shall be set and measured quarterly (or annually, if applicable), and must be measured on a Fund-specific basis. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

6.9.1 Indicate the Total Amount at Risk (per Participant dollar amount or flat dollar amount) you are proposing to the Fund for Implementation Performance Guarantees.

500 words.

6.9.2 Indicate the Total Annual Amount at Risk (per Participant dollar amount or flat dollar amount) per contract year you are proposing to the Fund for Ongoing Annual Service Performance Guarantees.

500 words.

6.9.3 Confirm the proposed penalties will not be the sole and exclusive remedy available to the Fund for such failure. Confirm the PBM will pay any amount owed to the Fund and/or its participants if the PBM fails to properly administer claims in addition to the missed performance guarantee metric.

Cook County Annuity and Benefit Fund PBM RFP

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.9.4 Confirm the Fund may determine the weighting, with no more than 20% for each of the proposed Performance Guarantees prior to the start of each Contractual Year if the total amount equals to 100%.

Single, Radio group.

1: Yes,

2: No, please explain: [500 words]

6.9.5 Confirm the PBM agrees this list of requested Implementation and Ongoing Service Performance Guarantees at a minimum. Indicate the measurement criteria (Book of Business or Fund Specific) and the timing for the criteria measurement and payments (quarterly and/or annually). In addition, the PBM may provide other guarantees designated to differentiate the PBM's program.

	Requested Standard	Measurement Criteria (BOB or Client specific)	Timing of Measurement and Payments (Quarterly or Annually)
Commercial Implementation Performance Guarantees			
Clean Implementation	No systems errors, ID card delays, and the Fund's online access to all tools prior to effective date	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Implementation Timeline	Implementation team will be assigned and introduced to the Fund at least 3 months in advance of effective date.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Implementation Team	Implementation team participants will not change and will be responsible for the accurate installation of all administrative, clinical, and financial parameters for the Fund's program	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Implementation Satisfaction Scorecard	The Fund will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
EGWP Implementation Performance Guarantees			
Clean Implementation	No systems errors, ID card delays, and the Fund's online access to all tools prior to effective date	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

Implementation Timeline	Implementation team will be assigned and introduced to the Fund at least 3 months in advance of effective date.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Implementation Team	Implementation team participants will not change and will be responsible for the accurate installation of all administrative, clinical, and financial parameters for the Fund's program	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Implementation Satisfaction Scorecard	The Fund will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Ongoing Performance Guarantees			
Commercial Payment Accuracy & System Performance			
Protected Health Information	PBM guarantees no incidents in violation of HIPAA Security Rules, which results in a transmission of electronic PHI for the Fund's covered participants. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Mail Service Non-Financial Accuracy	The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct participant name, correct participant address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
System Downtime	At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Claims Eligibility Data	Eligibility loads not to exceed 24-hours after receipt. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

EGWP Payment Accuracy & System Performance			
Protected Health Information	PBM guarantees no incidents in violation of HIPAA Security Rules, which results in a transmission of electronic PHI for the Fund's covered participants. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Mail Service Non-Financial Accuracy	The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct participant name, correct participant address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
System Downtime	At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Claims Eligibility Data	Eligibility loads not to exceed 24-hours after receipt. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Commercial Account Management			
Contracting Cooperation	Response to recommended contract language changes within 10 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Client Approval of Participant Communications	100% of all participant communications will be approved by the Fund - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

Online Reporting Data Availability	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month. This is measured and reported on annual basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Delivery of Standard Reports	The PBM will deliver all standard reports to the Fund within 30 days of end of reporting quarter. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Accuracy of Standard Reports	All standard reports provided will be 100% accurate. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PBM Account Team's Performance	The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the Fund and the PBM at the beginning of such Contract Year) from the Company's benefits staff. This is measured and reported on an annual basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Account Management Responsiveness/ Initial Issue Resolution – The Fund Staff Involvement / Escalation	PBM will resolve all issues, including participant issues that required the involvement of the Fund's staff due to incorrect or incomplete information being provided by the PBM, within two business days. If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
EGWP Account Management			
Contracting Cooperation	Response to recommended contract language changes within 10 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Client Approval of Participant Communications	100% of all participant communications will be approved by the Fund - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

Online Reporting Data Availability	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month. This is measured and reported on annual basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Delivery of Standard Reports	The PBM will deliver all standard reports to the Fund within 30 days of end of reporting quarter. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Accuracy of Standard Reports	All standard reports provided will be 100% accurate. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PBM Account Team's Performance	The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the Fund and the PBM at the beginning of such Contract Year) from the Company's benefits staff. This is measured and reported on an annual basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Account Management Responsiveness/ Initial Issue Resolution – The Fund Staff Involvement / Escalation	PBM will resolve all issues, including participant issues that required the involvement of the Fund's staff due to incorrect or incomplete information being provided by the PBM, within two business days. If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Commercial Participant Services			
Mail Turnaround – Prescriptions not requiring intervention	100% of prescriptions will be dispensed within 2 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Mail Turnaround – Prescriptions requiring intervention	100% of prescriptions will be dispensed within 3 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

Paper Claims Turnaround	95% of prescriptions reimbursed within average of 10 business days and 100% within average of 14 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
ID Cards Mailing	98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Replacement ID Card Mailing	Standard replacement ID cards will be produced within an annual average of five (5) business days of the request. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Average Speed of Answer	100% of calls to the Fund-specific toll-free line shall be answered within 20 seconds (excluding IVR). This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Abandonment Rate	All calls to the Fund-specific toll-free line shall be answered with an abandonment rate of 2.5% or less. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Written Inquiry Answer Time	95% of inquiries responded to in 5 business days - 100% in 20 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Participant Satisfaction Survey	The PBM agrees to conduct a Participant Satisfaction Survey for each contract year and that the Satisfaction Rate will be 92% or greater. A penalty of \$100,000 per Contract Year may be assessed against the PBM for failure to meet this standard. "Participant Satisfaction Rate" means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; the Fund must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Issue Resolution: Written Inquiries	PBM will resolve 98% of all written inquiries within 10 business days of receipt of inquiry. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

EGWP Participant Services			
Mail Turnaround – Prescriptions not requiring intervention	100% of prescriptions will be dispensed within 2 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Mail Turnaround – Prescriptions requiring intervention	100% of prescriptions will be dispensed within 3 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Paper Claims Turnaround	95% of prescriptions reimbursed within average of 10 business days and 100% within average of 14 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
ID Cards Mailing	98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Replacement ID Card Mailing	Standard replacement ID cards will be produced within an annual average of five (5) business days of the request. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Average Speed of Answer	100% of calls to the Fund-specific toll-free line shall be answered within 20 seconds (excluding IVR). This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Phone Abandonment Rate	All calls to the Fund-specific toll-free line shall be answered with an abandonment rate of 2.5% or less. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Written Inquiry Answer Time	95% of inquiries responded to in 5 business days - 100% in 20 business days. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
Participant Satisfaction Survey	The PBM agrees to conduct a Participant Satisfaction Survey for each contract year and that the Satisfaction Rate will be 92% or greater. A penalty of \$100,000 per Contract Year may be assessed against the PBM for failure to meet this standard. “Participant Satisfaction Rate” means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

Cook County Annuity and Benefit Fund PBM RFP

	overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; the Fund must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable. This is measured and reported on a quarterly basis and on a Fund-specific basis.		
Issue Resolution: Written Inquiries	PBM will resolve 98% of all written inquiries within 10 business days of receipt of inquiry. This is measured and reported on a quarterly basis and on a Fund-specific basis.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PDP Participant Appeal Resolution Time	100% of standard appeals within 7 business days; 100% of expedited appeals within 72 hours.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PDP Initial Coverage Determination Time	97% of standard determinations within 72 hours; 100% of expedited determinations in 72 hours.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PDP Prescription Drug Event (PDE) Submission Time	99% of prescription claims to be reported within 60 days of date of service.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually
PDP Participant Explanation of Benefit Mailing	98% sent by end of month after reporting month.	<i>Single, Pull-down list.</i> 1: BOB, 2: Client specific	<i>Single, Pull-down list.</i> 1: Quarterly, 2: Annually

7 Acknowledgment and Statement of Exceptions Form

7.1 Complete the attached and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document(s): [Acknowledgement and Statement of Exception Form Cook County PBM RFP 07058.026.docx](#)

8 Reference Documents

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