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| OMES logo |  | Amendment of Solicitation |

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| **Date of Issuance:** | 1/27/20 | | **Solicitation No.** | | 0900000422 | | |
| **Requisition No.** |  | | **Amendment No.** | | 3 | | |
| Hour and date specified for receipt of offers is changed: | | | No | Yes, to: |  | CST | |
| Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.  Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:  (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,  (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope. | | | | | | | |
| **ISSUED BY and RETURN TO:** | | | | | | | |
| **U.S. Postal Delivery:**  5005 N Lincoln Blvd  Oklahoma City, OK 73105  or  **Personal or Common Carrier Delivery:**  5005 N Lincoln Blvd  Oklahoma City, OK 73105 | | Vanessa Young | | | | |  |
|  | | Contracting Officer | | | | |  |
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|  | | E-Mail Address | | | | |  |
| **Description of Amendment:** | | | | | | | |
| a. This is to incorporate the following: | | | | | | | |
| **Pharmacy Benefit Manager RFP**  **Questions and Answers**   1. **Would EGID be agreeable to a one week extension of the due date to February 13, 2020? This would enhance proposal preparations in order to provide our highest quality and most aggressive proposal possible.**   **A1.** After consideration of the time required to evaluate the PBM RFP responses, likelihood of extensive discussions, and the potential for an extended implementation process, EGID has determined that it is necessary to leave the timeline intact. Bid Closing will remain as February 6, 2020 at 3:00 PM CST.   1. **C.14.1 (page 45) references Exhibit# 3 with a list of pharmacies. This document is not included in the RFP files supplied by the State. Exhibit #3 contains a list of all pharmacies utilized for EGID members during a specified date range. Complete Exhibit #3 indicating which pharmacies are in- or out-of-network for the broad national networks proposed for EGID for its Commercial and EGWP populations.**   **A2.** There are 3 files to download as Exhibit #3. The second and third are claims files that include the specific pharmacy used. These pharmacies should be assigned in or out of network status to comply with requirement 14.1.   1. **C.16.1 (page 48) references a table; however, no table is included. Please advise.**   **Complete the table below to identify your ability to support the programs noted for the Commercial and EGWP populations. Define all costs associated with supporting all current clinical and utilization management programs.**  **A.3** Please refer to the following:  Exhibit #5 - SSI EGWP Standard UM for Copper Formulary\_2020.xlxs  Exhibit #6 - State of Oklahoma Commercial PA\_Specialty PA as of 12\_31\_19.xlxs  Exhibit #7 - State of Oklahoma Quantity Limits 1\_1\_2020.xlxs)  Cost is proprietary information and not included in the spreadsheets.   1. **On page 70, Standard Management reports references all reports listed in Section C.9. Should this be section C.19?**   **A4.** Correct, Please reference annual and quarterly reporting in section C.19, not C.9.   1. **What type of formulary (with or without exclusions) is the State requesting for the commercial and EGWP populations?**   **A5.** EGID uses a standard formulary with exclusions for commercial and a closed formulary for EGWP.   1. **Is the State able to provide a Formulary flag on the claims file so that we may complete the requested formulary disruption?**   **A6.** There will not be a formulary indicator provided. Each PBM should identify the drug as formulary or non-formulary based on their criteria. Aon will quantify the results.   1. **Can the State please provide Attachment D (the security assessment) referenced in B.42 and E.11.5?**   **A7.** Attachment D is on the RFP page and can be found at: <https://omes.ok.gov/services/purchasing/solicitations/0900000422>   1. **Regarding the retention language provided in Section A.15.2, is the 7 year requirement for the initial one year contract, then reset for/after each additional contract renew year? Or, is the expectation that the 7 year retention period begins at final contract termination (whether this is after the initial contract or the 4th renew)?**   **A8.** The State believes this is self-explanatory in the RFP language. The Solicitation provision A.15.2. states “The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract.”   1. **Currently, what is the normal timeframe between the State’s receipt of claims and admin fee invoices and their payment of same? What is the longest period the State has taken to pay each of these invoices?**   **A9.** Currently EGID has customarily paid Administrative invoices approximately 15 days after receipt of an invoice. For Claims invoices current payment has been within 5 days of receipt. Going forward with the new contract due to a current directive from the Director of State Finance, Administrative invoices will be paid net 45 unless a discounted payment arrangement has been negotiated during the best and final offer process. EGID will continue to pay Claims invoices within 5 days of receipt.   1. **Is the State open to reviewing our proposed redlines to the BAA in Attachment A?**   **A10.** The State has an interest in maintaining consistency in its Business Associate Agreement terms. While the State would prefer to use its drafted BAA “as-is”, it will review proposed redlines included in a Vendor’s RFP response.   1. **In the claims data files, there was a very limited claims set for the commercial population – only the first 2.5 months of 2019. In contrast, the first 11 months of 2019 were provided for the EGWP population. It would be helpful to receive the same timeframe for the commercial plan. Please indicate if this additional claims file will be provided, and how quickly it might be available for analysis.**   **A11.** The claims files, Exhibit #3, provided 11 months for both Commercial and EGWP. Please reattempt downloading these files, as it appears they were cut off in error while loading.   1. **Is the State requesting that 340b claims be included or excluded from rebated guarantees? C.5.9 indicates that guarantees shall exclude d. Claims processed under a 340b program pricing; however, C.27.6. does not include 340b claims in the list of claims excluded.**   **A12.** While EGID does not offer a 340B process, as a safeguard, all 340B claims should be excluded from rebate guarantees.   1. **What is the State’s requested timing for rebate payment and reconciliation? C.5.12/C.5.13 requests quarterly rebate payments within 60 days with reconciliation 120 days after year end, while C.5.72 requires quarterly rebate payments within 90 days with reconciliation 180 days after year end**.   **A13.** C.5.12/13 references manufacturer payments and C.5.72 references rebates. These are two different buckets with unique payment terms.   1. **Can the State please provide a list of current clinical programs in place (e.g. step therapy, PA, etc.)?**   **A14.** Please refer to the following:  Exhibit #5 - SSI EGWP Standard UM for Copper Formulary\_2020.xlxs  Exhibit #6 - State of Oklahoma Commercial PA\_Specialty PA as of 12\_31\_19.xlxs  Exhibit #7 - State of Oklahoma Quantity Limits 1\_1\_2020.xlxs)   1. **Please describe the State's intended use(s) for Exhibit3Blinded Claims Field Headers. Are these required fields for eligibility data or claims reports?**   **A15.** This is referring to claims reports.   1. **In reference to Solicitation No. 0900000422, please confirm “Section E.11.2 Section Two – Response to Solicitation Specifications” refers to the completion of questionnaire under Section C.**   **A16.** That is correct. The Response to Solicitation Specification refers to the completion of all questions listed in Section C and the completion of any attachments that are referenced in Section C.   1. **Please confirm that vendors may submit a completed W-9 form in lieu of completing the Vendor/Payee Form.**   **A17.** A completed W-9 will not replace the vendor payee form. The vendor payee form is required for vendor registration.   1. **Can EGID confirm that there is only 1 plan (Exhibit 2, last tab) design for the EGWP that corresponds to the Exhibit 3 Retiree claim data?**   **A18.** EGID has a high and low plan benefit for EGWP. Both plan designs have been posted with Amendment 1 as “Exhibit 2 EGWP updated” on the solicitation page. <https://omes.ok.gov/services/purchasing/solicitations/0900000422>   1. **For Table 4 (Self-Funded EGWP+Wrap Estimated Savings), is that based on the plan design in Exhibit 2, last tab? And those calculations are for 2021 plan year? Can you provide the average Risk Score for this population in 2019?**   **A19.** We are requesting that the calculations populated represent the 2021 plan year. This should be made of a blend between the high and low options, recognizing that 90% of the population resides within the high plan.  The December 2019 Risk Score for EGID was .8619.   1. **For question E.11.1, is there an Attachment D for bidders to complete?**   **Section Five - Security Certification and Accreditation Assessment**  **Bidder shall provide a completed Security Certification and Accreditation Assessment if Bidder is offering a hosted solution as part of its Bid response, Attachment D.**  **A20.** Attachment D is on the RFP page and can be found at <https://omes.ok.gov/services/purchasing/solicitations/0900000422>   1. **For the EGWP quote, is OMES asking for a single plan design or a dual option that is currently in place (high/low)?**   **A21.** We are requesting all benefits in place today be maintained for the purposes of the RFP. Therefore, we do require a high/low option be made available.   1. **If so, will separate information be provided (claims, formulary, head counts...) for the low plan**   **A22.** No…the high plan is at a membership level that does not warrant separate information. For the purposes of financials and rebates, Aon requests you blend the two EGWP plans.   1. **Will plan designs for RFP follow previous norms and include CMS designated MOOP catastrophic levels for 2021?**   **A23.** Yes, correct.   1. **Will tobacco cessation (Tier 5) drugs be quoted?**   **A24.** EGID currently covers cessation products as mandated by the ACA for both Commercial and EGWP populations.   1. **Will we offer a preventative drug list that bypasses the deductible?**   **A25.** The HealthChoice member preventative drug list can be found at the link below.  <https://omes.ok.gov/services/healthchoice/member/pharmacy-benefits-information>   1. **In reference to the Business Associate Agreement (Attachment A):**   **Is the information below in required to be provided on-site or just as a copy?**  **(h) Provide access, at the request of Covered Entity and during normal business hours, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. This provision does not apply if Business Associate and its employees, subcontractors and agents have no Protected Health Information in a Designated Record Set of Covered Entity;**  **A.26** The situation may be handled in any way that is in accordance with the contract terms, the Individual’s  specific request and the following federal guidance/requirements:  <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/access/index.html>   1. **C.3.1 “The PBM shall provide any co-branding requirements…” Are the cobranding requirements for the medical ID cards? Assuming there will still be separate ID cards, please clarify where the cobranding is necessary.**   **A27.** Rx cards are separate than medical cards. Cobranding is required for Rx mailings, informational or otherwise.   1. **C.7.3. Does this mean 45 business days from the date the first claim in the cycle was incurred or 45 business days from the date of the invoice?**   **A28.** See the response to Question 9.   1. **C.8.3. Please provide the various file format layouts.**   **A29.** EGID vendor requirements are constantly changing and there is no uniform file format. Therefore, as a PBM, we will require flexibility and the ability to customize to the format requirements of each specific vendor. If there are fees associated with customization, (i.e. an hourly fee) that needs to be called out within the bid.   1. **C.8.1. A minimum of 8 unique data feeds is required. Please provide the file layouts for each of the 8 data feeds. What is the maximum number of unique data feeds requested?**   **A30.** This will not be made available during the RFP process. We do require confirmation that each vendor can customize data feeds and if there is a charge for this service that it be outlined within the proposal.   1. **C.8.3. Please provide the, “various” file formats referenced.**   **A31.** This will not be made available during the RFP process. We do require confirmation that each vendor can customize data feeds and if there is a charge for this service that it be outlined within the proposal.   1. **To provide formulary disruption analysis, please provide detailed claims file, to include formulary status, brand/generic, NDCs. This will be needed for C.15.4 and C.15.5.**   **A32.** No formulary indicator is needed for PBM’s to provide the response to 15.4. Disregard 15.5. Aon will evaluate the formulary disruption within the RFP process.   1. **Please provide the table as referenced in C.16.1.**   **A33.** See the response to Question 3.   1. **For C.14.1., we are asked to complete Exhibit #3; however, Exhibit #3 only contain headers, no questions to fill in. Using the claims data we were able to complete the network disruption. Please advise/clarify the request.**   **C.14.1. Exhibit #3 contains a list of all pharmacies utilized for EGID members during a specified date range. Complete Exhibit #3 indicating which pharmacies are in- or out-of-network for the broad national networks proposed for EGID for its Commercial and EGWP populations.**  **A.34** Exhibit #3 consists of 3 unique files. The first file was the headers and files 2 and 3 should be used to complete this question.     1. **B.12.3. Supplier shall dedicate an experienced networking specialist to serve as a liaison to EGID for network related issues. Question -- Does the State intend this networking specialist will work with EGID on pharmacy network issues or on access to PBM systems?**   **A35.** Pharmacy network issues.   1. **In C.5.42, “Manufacturer Payments” excludes “Other Pharma Revenue” which in C.5.51 “Other Pharma Revenue” is defined as including “Pharmacy Purchase Discounts (i.e., Mail Order Volume Discounts)”. However, in C.27.7 and C.5.10, confirmation is asked to pass through 100% of “Other Pharma Revenue.” Since monies cannot be passed through in both Manufacturer Payment Guarantees and reflected in Mail Order/Specialty Discounts, please confirm that EGID is not asking for Actual Acquisition Pricing at Mail or Specialty, and therefore if Mail Order Volume Discounts are reflected in the Mail and Specialty Discounts they would not also be passed through in Manufacturer Payment Guarantees.**   **A36.** The bid requires 100% pass through of both Manufacturer Payments and Other Pharma Revenue. Based on the definitions of both revenue streams, we don’t consider Other Pharma Revenue to be a subset of Manufacturer Payments. Bidding companies unwilling to pass through the value of purchase discounts or mail order volume discounts in your discount guarantees can deviate on the request.   1. **The requested definitions of “Brand Drugs” and “Generic Drugs” refer to various DAW codes as part of the classification methodology. Since DAW codes were not provided in the claims data, and therefore known only to the incumbent, Bidder is unable to accurately determine the impact of the application of these codes, which may result in an under-valuation of our pricing offer. Would EGID consider providing all bidders with updated claims data including DAW codes?**   **A37.** Modeling metrics will account for DAW utilization during the financial evaluation process on a uniform basis, therefore no new file is required.   1. **Special Provisions (pg. 16): B.7.2. The State may terminate this Contract for cause upon giving the Supplier sixty (60) days’ notice prior to the date of termination. The State shall provide the Supplier with a thirty (30) day written notification of termination. With 2 different timeframes for notice (60 days’ notice and 30 days’ notification of termination), will there be an opportunity for the Supplier to cure?**   **A38.** The RFP provision does not provide an obligation on the State to allow a vendor an opportunity to cure.   1. **B.7.5. The contract shall not be cancelled by any Supplier for any reason during the contract period. This supersedes Section A.18.1. In B.7.5 states, “….This supersedes Section A.18.1 “, which conflicts with B.7.6. that states “These termination clauses are in addition to Sections A.18 and A.19”; what is the intent here?**   **A39.** B.7.5 supersedes section A.18.1. The vendor will not have the contractual right to cancel this Contract during the contract period. While the State does understand the confusion, B.7.6 is unnecessary and does not take away from the fact that B.7.5 supersedes A.18.1.   1. **B.26 - The link for the Fraud, Waste and Abuse Compliance Program is incorrect as it appears the website has changed - please provide the updated link.**   **A40.** <https://www.ok.gov/sib/Fraud,_Waste,_and_Abuse.html>   1. **C.14 - Can you please provide Exhibit #3 per this question or clarify if we are to use the claims file? Exhibit #3 contains a list of all pharmacies utilized for EGID members during a specified date range. Complete Exhibit #3 indicating which pharmacies are in- or out-of-network for the broad national networks proposed for EGID for its Commercial and EGWP populations.**   **A41.** Please use the provided claims files.   1. **Attachment D - Would we be able to provide SOC and/or HITRUST assessments in lieu of completing Attachment D?**   **A42.** No, Attachment D is required.   1. **C.15 - I do not see a current formulary indicator in the claims file. Can that be provided for this question: Provide a percentage disruption for moving to your proposed formularies for the Commercial and EGWP populations.**   **A43.** We will not be providing the current formulary indicator. Bids and bidding companies should propose the formulary that best matches the current utilization.   1. **E.3.2 References - Could you please identify who will be contacting the references provided, what services and products the inquiry will entail, and a timeframe for contact?**   **A44.** Central Purchasing will be contacting the references provided. The reference questions will be in writing and pertain to the specific services provided by the PBM, the individuals on the references team, any specific positive or negative aspects regarding the relationship and the similarity in size and demographics as EGID. It is anticipated that the references will be contacted with two weeks of receipt of their contact information.   1. **Can we provide supplemental documentation to enhance responses?**   **A45.** Yes   1. **Can we provide an executive summary to accompany the requested Letter of Introduction**?   **A46.** Yes   1. **What are the primary challenges the client is looking to resolve as part of this procurement**?   **A47.** All PBM services are under review. This includes, but is not limited to, pricing, clinical programs, rebates, member services, implementation, and industry innovation.     1. **Would client be willing to provide medical pharmacy claims data?**   **A48.** Medical pharmacy claims data will not be provided for this RFP. As part of the PBM’s on-going relationship  with a vendor, EGID may provide medical claim information for future programs and is open to such initiatives.   1. **C.8.11 - How is EGID defining designated account management team? Can the proposed team manage multiple clients or only support EGID?**   **A49.** Each vendor should outline their method of support. Each vendors method will be evaluated as presented and compared against the remaining bidders submissions.     1. **Please provide the Medicare contract IDs for the Medicare population.**   **A50.** We will not be providing this unique identifier, the claims file provided gives all vendors the required claim data to bid on the business.   1. **Are DocuSign electronic signatures acceptable for the requested signature pages?**   **A51.** Yes   1. **Can we submit attachments in PDF format?**   **A52.** PDF attachments may be submitted in PDF format. All excel attachments must be submitted in excel format.   1. **E.3.2 References - Does EGID have a preference on where we provide the References requested in E.3.1? This section was not included in E.11 Bid Deliverables section or Checklist.**   **A53.** Per section E.11.7, References may be submitted in Section Seven.   1. **How many Medicare Part D lives meet the CMS standard for MTM?**   **A54.** EGID has roughly 34,000 EGWP members and runs at about 2% of that membership at or above the MTM threshold currently in place.   1. **Do you cover Diabetic Test Strips as part of the pharmacy benefit? If yes, do you have a preferred product strategy? Please describe.**   **A55.** Yes, EGID does cover Diabetic Test Strips. They currently use the traditional PBM processes, not an external vendor for Diabetes management.   1. **If the client has onsite pharmacies, please identify the pharmacies by NPI number and name.**   **A56.** EGID does not have an onsite pharmacy.   1. **Does the client expect the PBM to contract with onsite pharmacies?**   **A57.** EGID does not have, nor has designs within this agreement to open an onsite pharmacy.   1. **E.7 - Please detail how proprietary and confidential information should be identified.** Please refer to section **A58.** E.8. Proprietary and/or Confidential. 2. **How many, or what percentage of, 340B claims are for traditional drugs? For specialty drugs?**   **A59.** EGID does not have a 340B program in place at this time.   1. **Does EGID have their own CMS contract or if they are expecting us to be the Medicare Contract holder?**   **A60.** EGID does not have their own CMS contract. The PBM, or the PBM’s Medicare Part D affiliate, will own the CMS contract.   1. **The Certification for Competitive Bid and/or Contract (form CP-004) contains a statement that the successful bidder has not “paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.” Can the State confirm that this certification would not conflict with any legally permitted political contributions to or for Oklahoma public office candidates that a bidder may have made, unrelated to competing in this procurement?**   **A61.** That is correct. Form CP-004 is not asking about any legally permitted political contributions.   1. **RFP Section A.7 describes the documents that will constitute the contract. Does the State anticipate that the final agreement will consist of a composed contract, with the listed documents attached, or will it be solely the listed documents? If there will be a composed contract, should bidders provide a sample? If not and the final contract will consist of solely the listed documents and a bidder wishes to propose additional terms for inclusion in the contract, and these terms do not deviate from any terms requested in the RFP, would such requested terms still be included in the Statement of Compliance (even though not actually deviations), or should they be included elsewhere?**   **A62.** The Contract is the Solicitation and bidder response, tied together with a shell document identifying final negotiated terms. The State will not consider a sample composed contract provided by the vendor. If the vendor would like to provide additional terms, it is important to include the bidder agreements with the bidder’s RFP response.   1. **RFP Section A.3.1 states that all invoices are paid in arrears. Bidder is fully responsible for payment of all retail pharmacy submitted claims and pays such pharmacies from its own checking account according the payment terms contracted with such pharmacy or sooner if mandated by any applicable legal requirement. Does Section A.18.1 require that a retail pharmacy must be reimbursed before the PBM may issue an invoice to EGID or is the PBM permitted to issue the invoice upon becoming obligated to reimburse the retail pharmacy (i.e., after the drug is dispensed)?**   **A63.** Technically EGID is not permitted to make reimbursements prior to their payment by the PBM. EGID will pay the Claims invoices with 5 days of receipt. It would be permeable and preferable for the EGID reimbursement and the PBMs payment to occur simultaneously.   1. **If a bidder believes the parameters of its operational capabilities necessitate edits to the BAA attached as Attachment A and/or the Hosting Terms attached as Attachment E, should the bidder provide redlined versions of these documents showing its requested edits, consistent with the instructions in Section B.41 (Statement of Compliance) and Attachment B?**   **A64.** Yes   1. **In regards to item C.5.50 - “Open Formulary” Please Confirm this will allow for step therapy and/or other utilization management programs.**   **A65.** EGID has, and intends to continue using, DUR programs, including…but not limited to, PA, Step Therapy and Quantity Supply.   1. **Can the State provide a copy of its preferred format for the fidelity and performance bonds required in RFP Section C.5.80?**   **A66.** EGID does not have a preferred format for fidelity and performance bonds. EGID does request that the scope of coverage is clearly expressed and that limits and other details of coverage are detailed.   1. **In regards to A.20.b, please clarify the requirement of Computer Error and Omission coverage. What type of coverage is the State seeking vendors to maintain?**   **A67.** Errors and Omissions Insurance is a very specific type of policy and is commonplace within the industry. The State is looking to ensure that its PBM vendor will have insurance relevant to the contracted services. If any confusion remains, the State would recommend reaching out to an insurance agent.   1. **With regard to C.5.56. "Rebates" we have seen cases where indirect value (such as the value of copay assistance programs, copay offset programs, or drug card/member reimbursement programs from the manufacturer) appear to be included in the rebate guarantee calculations even though the plan sponsor derives a financial benefit only from copay offset programs and not from copay assistance programs. Please confirm manufacturer coupons or copay card programs cannot be used or included in the calculation of the any rebate guarantees.**   **A68.** Confirmed.   1. **In regards to C.18.2, please confirm specialty pricing should be quoted on an Open basis due to State legislative requirements**.   **A69.** Due to the uncertainty in the legislative process surrounding specialty pharmacy access, EGID requires both and open and closed specialty bid.   1. **In regards to C.10.1, please clarify the intent and scope of a Specialty carve-out. Is this limited to individual drug classes? Who would provide claims processing and other administration?**   **A70.** OKEGID is requesting the flexibility to carve-out specialty claims at its discretion.  Claim processing and rebate administration would be handled by the winning PBM and the carved-out specialty pharmacy would be treated as a network pharmacy.   1. **How many PA’s, Step Therapy’s, Overrides, etc., did the plan experience in 2019? Reporting for the DUR programs do not breakout PA’s from Step Therapy reviews.**   **A71.** There was a total of 14,903 reviews done in 2019. We are not authorized to identify the % of overrides to the Rx system that they resulted in.   1. **What is the average call volume per month? Customer service averaged 1318 calls per month in 2019.**   **A72.** Customer service averaged 1318 calls per month in 2019.   1. **In regards to item C.5.9, Please confirm bidders can also exclude compounds and vaccines from Manufacturer Payment guarantees.**   **A73.** Vendors can exclude compounds and vaccines from Manufacturer Payment guarantees. Please fill out the table in Exhibit #1. | | | | | | | | |

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| b. All other terms and conditions remain unchanged. | | | | |
|  | | |  |  |
| Supplier Company Name (**PRINT**) | | |  | Date |
|  |  |  |  |  |
| Authorized Representative Name (**PRINT**) |  | Title |  | Authorized Representative Signature |