

May 3, 2016

Reference Request for Proposals #3000005388 soliciting Proposals from qualified Proposers to provide Pharmacy Benefit Manager (PBM) Services for Office of Group Benefits Self-Funded Health Plans which is scheduled to open at 4pm (CST) on May 16, 2016.

Addendum #2 provides responses to written inquiries received by the deadline stated in the Request for Proposals and sets forth notice of the issuance of amended census data and a key for the redacted historical claims detail broken out by Commercial and EGWP to each Proposer that completed and returned Attachment XIII: Data Use Agreement for Limited Data Set by the specified deadline.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED REQUEST FOR PROPOSALS.

### INQUIRIES AND RESPONSES

No.	Inquiry	Response
1.	Is it possible for you to provide a word version of the Pharmacy Benefit Manager Services RFP for the Office of Group Benefits?	A Word version of the RFP will be posted on LaPAC as a part of this addendum using the link provided below. <a href="http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm">http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm</a>
2.	Are proposers permitted to propose alternative language/requirements than those outlined in the requirements sections (pages 1-44) of the bid? Will revisions to these statements result in disqualification?	As stated in RFP Section 6.2, all Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.  Proposers are not prohibited from proposing alternate language/requirements as long as all mandatory requirements set forth in the RFP are satisfied.
3.	Can you please forward a word version of the bid?	A Word version of the RFP will be posted on LaPAC as a part of this addendum using the link provided below. <a href="http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm">http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm</a> . See also, Question 1.

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4.	<p>What is the recommended level of Veteran and Hudson Initiative certified small entrepreneurship engagement (i.e. percentage goal, number of entrepreneurs utilized) to receive the maximum 100 score?</p>	<p>If the Proposer is a certified small entrepreneurship, the full amount of the reserved points will be received pursuant to RFP Section 6.5, Phase 2 - Veteran and Hudson Initiative.</p>
5.	<p>Can you confirm the OGB would like two (2) electronic copies of the entire Redacted Proposal on one (1) CDROM?</p>	<p>OGB would like an electronic copy of the entire redacted proposal on two separate flash drives or CDROMs.</p>
6.	<p>RFP Sections 1.1, on page 4, and 7.2, on page 24, state that OGB will not provide advance funding for payment of claims expenses. Bidder's practice is to invoice clients in arrears after the adjudication of the claim. Depending on the timing of the claim adjudication compared to the timing of the invoicing, the relevant prompt pay law, and the contractual agreements in place with the retail pharmacies, the retail pharmacy may or may not have been reimbursed for a claim at the time Bidder invoices the client, though Bidder is obligated to make the reimbursement at the time the client is invoiced. Is this consistent with OGB's expectation?</p>	<p>OGB will not provide advance funding for payment of claims expenses. Therefore, invoice submissions must include an accompanying check register and any other supporting documentation necessary to substantiate invoiced claims expenses for which the Contractor is seeking reimbursement. Contractor's invoicing and payment practices must be compliant with all applicable Laws.</p>

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7.	<p>RFP Section 2.4, on page 7, defines “Brand” as “a product that is being marketed post patent expiration by the original manufacturer and is subject to generic competition.” When compared to the definition of a “Brand Drug” in the same section, Bidder interprets “Brand” to refer to a multi-source brand drug. However, the definition of “Brand Drug” also includes a reference to multi-source brand products. The use of these terms in the RFP is potentially confusing. For instance RFP Section 5.5.1, on page 19, refers to “brand utilization” and the context suggests a reference to “Brand Drugs” as defined and not “Brands”, but this is not entirely clear. Also, Attachment VII, at page 89, asks about formulary disruption and requests a list of “Brand Name Drugs” and has a column indicating “Brand Name”. Will OGB confirm that references in the RFP to brand or brand name or brand drug, whether capitalized or not, should refer to the definition of “Brand Drug” on page 7 unless there is a specific reference to multi-source brands only, or otherwise clarify how bidders should interpret and apply these definitions?</p>	<p>The brand utilization requested list of “Brand Name” drugs should include all Brand medications regardless of whether they are single-source, multi-source, post patent or protected by patent. Drugs are considered Brands if they are classified as “M, N or O” drugs by Medispan.</p>
8.	<p>The definition of a “Brand Drug” in RFP Section 2.4, on page 7, references drugs that are protected by a patent. Since the FDA may grant exclusivity to the manufacturer of an innovator product after the patent for such product is expired if the patent expired before or within a designated time period after FDA approval, should bidders assume that the reference to patent protection means patent protection or an FDA-granted exclusivity period?</p>	<p>Proposers may assume that the reference to patent protection means both patent protection and an FDA-granted exclusivity period.</p>

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9.	<p>RFP Section 3.9, on page 12, states that the cost proposal shall not be designated as Confidential under any circumstances. Bidder understands that its fee proposal may not be marked as confidential, however, please confirm that specific, individual minimum claim adjudication discount guarantees and minimum rebate guarantees that constitute trade secrets under La. R.S. 51.1431 et seq. may be identified as confidential and exempt from public disclosure, consistent with La. R.S. 44.3.2. Bidder understands its obligations regarding the defense of any designations, as provided in Section 3.9.</p>	<p>Discounts and minimum rebate guarantees are not protected from disclosure under La.R.S. 44:3.2, nor will they be considered confidential by OGB, as they become part of a state contract from which cost is determined.</p>
10.	<p>Can OGB please elaborate on how points for engaging Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) will be allocated (see page 22)? For instance, if the bidder is not such an enterprise, but was to engage one such enterprise to perform services equal to 2% of the total administrative fees paid to bidder annually (not including benefit claim costs), how many points of the 100 available would OGB likely apply to such a bidder's proposal?</p>	<p>The Evaluation Committee will be responsible for determining the Veteran and Hudson Initiative Score for the respective Proposer using the criteria set forth in RFP Section 6.5. See also, Question 4.</p>
11.	<p>RFP Section 7.2, on page 24, refers to a maximum Contractor Fee. This is not populated. How will this amount be determined and if the cost of OGB's actual pharmacy claims, based on Plan Participant utilization, actually exceeds such amount, how will such amount be increased (or will the successful PBM be expected to discontinue provision of services if such amount is exceeded)?</p>	<p>The maximum Contractor fee will be determined by OGB based on projected claims expenses and clinical management fees (i.e., administrative fees) for a three (3)-year period using the information included in the successful Proposer's cost proposal. As stated in Attachment III: Sample Contract, Section 11 Contract Modification no amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law.</p>

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12.	<p>RFP Section 7.3, on page 25, provides that OGB may reallocate the amount of performance guarantee dollars at risk. Please confirm that this means OGB may reallocate such dollars annually, with such reallocated amounts specified at least thirty (30) days prior to the beginning of the respective calendar year, and not that OGB may reallocate the dollars during the course of the calendar year.</p>	<p>As stated in RFP Section 7.3, OGB shall have the ability to modify the performance guarantees each Contract year; however, \$10 per Plan Participant will remain at risk. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty percent (30%) of the total amount at risk is allocated to one performance guarantee excluding financial guarantees. OGB will notify the Contractor of reallocations prior to January 1 of each calendar year.</p>
13.	<p>RFP Section 7.3.1 indicates the amount of the required performance bond may vary. So that bidders may appropriately calculate the cost of providing such bond, will OGB please confirm the required amount of the bond? Also, does OGB have a preferred form of bond, and, if so, can a specimen be provided?</p>	<p>As stated in RFP Section 7.3.1, Contractor shall provide a performance (surety) bond in an amount agreed upon by OGB of no more than one hundred percent (100%) of the annual contracted administrative fees (all contracted costs excluding claims reimbursements). Therefore, the performance bond amount will be based upon information included in the successful Proposer's cost proposal. RFP Section 7.3.1 also sets forth the minimum bond requirements. The performance bond form must be reasonably agreeable to OGB.</p>
14.	<p>RFP Section 7.4, on page 26, (as well as the Sample Contract) specifies that no major delegation of functions involving PHI may be sourced outside of the "fifty (50) United States of America". Since CMS requires making EGWP services available to plan members in U.S. territories, and most commercial clients request this as well, please confirm that this section does not prohibit transmitting PHI to retail pharmacies in U.S. territories to adjudicate individual claims, as required.</p>	<p>This section does not prohibit the transmission of PHI to retail pharmacies in the fifty (50) United States of America or U.S. territories to adjudicate individual claims, as required to comply with the Contract and applicable Law.</p>

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15.	<p>RFP Section 7.7, on page 27, requires that OGB benefit from yearly pricing improvements made to other clients of bidder. The pricing terms offered to a client are obviously based on a number of factors, including the size of the client, the plan design adopted, the drug utilization patterns of the members and other similar relevant factors. Please confirm that Section 7.7 will be satisfied if Bidder offers pricing improvements to OGB based on aggregate pricing offers made to clients the same size or smaller than OGB, with similar plan designs, pharmacy network selection, Plan Participant drug utilization patterns and selection of services as OGB.</p>	<p>RFP Section 7.7 will be satisfied if the Proposer offers pricing improvements to OGB based on aggregate pricing offers made to clients of similar size, similar type and similar design groups. Compliance with Section 7.7 is subject to audit.</p>
16.	<p>The Scope of Services, at page 30, refers to the grievance and appeals procedures adopted by OGB. Can OGB please provide a copy of those procedures or indicate where bidders may obtain a copy?</p>	<p>The grievance and appeals procedures for this Contract will be mutually agreed between OGB and the Contractor and will at a minimum comply with all applicable Laws.</p>
17.	<p>The Scope of Services, at page 31, refers to OGB's standard file layout. Can OGB please provide a description of this layout or indicate where bidders may obtain the detail?</p>	<p>The file layout is undergoing transition and at this time information on the new file layout is not available.</p>
18.	<p>The table of Deliverables on page 36 indicates the SSAE16 SOC1 Type II report must cover a calendar year period. Bidder presently obtains a SOC1 Type II report twice annually. One report is published in May covering April of the prior year through March of the current year. The other report is published in November covering October of the prior year through September of the present year. It is cost prohibitive to obtain an additional report for a different period. Is it acceptable to OGB if Bidder provides a copy of each report to OGB within thirty (30) days of its publication?</p>	<p>It is acceptable to provide a copy of each SOC 1 Type II report resulting from the SSAE16 engagement within thirty (30) days of its publication or as mutually agreed between both parties. Submission of the twice annual SOC 1 Type II report resulting from the SSAE 16 within thirty (30) days of publication is acceptable provided that OGB will receive SOC 1 Type II results for a calendar year period.</p>

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19.	<p>Section 3.6 of the Sample Contract specifies a maximum penalty of \$10 per Plan Participant. Can OGB please confirm when the Plan Participant count is established? For instance, is the maximum penalty \$10 per Plan Participant reflected in the first eligibility file as of or after the first of each calendar year, and is the \$10 per Plan Participant an annual maximum?</p>	<p>Plan Participant count is established on a quarterly basis. The maximum penalty of \$10 per Plan Participant will be reflected in the first eligibility file and then on a quarterly basis thereafter.</p>
20.	<p>RFP Attachment V, Certification Statement, contains representations that the Proposer accepts/complies with mandatory RFP requirements and mandatory Contract terms and conditions. Bidder understands from the definition of “mandatory” in the RFP which these terms are. Additionally, Bidder understands that OGB is not obligated to agree to any exceptions to the Contract terms that a bidder may request pursuant to the instructions in Section 5.1 of the RFP. Can OGB confirm that the certifications made in Attachment V will be subject to any exceptions a bidder may request in accordance with the RFP instructions (i.e., the certification of compliance with mandatory terms and conditions will be made consistent with any exceptions requested by a bidder)?</p>	<p>The certifications made in Attachment V: Certification Statement will be subject to any exceptions or specific terms requested by the Proposer.</p>
21.	<p>In regards to the claims data carrier field, we assume OGB is Commercial and MGS is EGWP? Is this correct? If not, please clarify. Will there be a key provided?</p>	<p>OGB is Commercial and MGS is EGWP. A key will be provided to each Proposer that completed and returned Attachment XIII: Data Use Agreement for Limited Data Set by the specified deadline.</p>
22.	<p>Please provide more detail and specificity regarding the narrow network currently in place for Magnolia Local plan. Is OGB interested in vendors proposing a narrow network arrangement across all plans?</p>	<p>A narrow network arrangement for pharmacy is a strategic initiative that might be considered in future years; however, OGB is not interested in the proposing of a narrow network arrangement across all plans in response to this RFP.</p>

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23.	Please confirm vendors can propose their standard formulary with exclusions.	Proposers may propose their standard formulary; however, OGB reserves the right at its discretion to accept, adjust, or create its own formulary prior to implementation.
24.	Please advise if the CDHP plan have a preventive drug list in place today.	The Pelican HRA 1000 currently has a preventative drug list. The Pelican HSA 775 does not currently have a preventative drug list.
25.	Please provide the average number of prior authorization per month (or annually) broken out by line of business.	<p>The annual Prior Authorization volume for calendar year 2015:</p> <p><u>Commercial</u>  Therapeutic – 21,512  Operational – 1,971</p> <p><u>EGWP</u>  Therapeutic – 5,569  Operational – 1,585</p>
26.	Is the intent to provide a PMPM clinical package that doesn't exceed \$9 or is the intent truly to incorporate clinical programs that achieve \$9 PMPM?	Pursuant to Attachment X: Cost Proposal Template, the Proposer shall provide a detailed listing of recommended clinical management programs available for use on an a-la-carte basis for a total budget that <b>must equal</b> \$9.00 per Plan Participant per month.
27.	For Section 7.2 on P.24: Did OGB intend to populate the maximum fee requirement?	The maximum Contractor fee will be determined by OGB based on projected claims expenses and clinical management fees (i.e., administrative fees) for a three (3)-year period using the information included in the successful Proposer's cost proposal. See also, Question 11.
28.	Section 2.4 Account Team: There are 10 members of the Account Team listed. Please confirm that there are two Clinical Program Managers requested, including the one who will live in Louisiana.	Pursuant to RFP Section 2.4, the Account Management Team shall include an Account Executive, Implementation Manager, Employer Group Waiver Plan ("EGWP")/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

No.	Inquiry	Response
29.	Section 6.5 Veteran and Hudson Initiative: Points are allocated according to 4 criteria. Please explain how the percent of work allocated to the small entrepreneurship(s) will be calculated.	The Evaluation Committee will be responsible for determining the Veteran and Hudson Initiative Score for the respective Proposer using the criteria set forth in RFP Section 6.5. See also, Questions 4 and 10.
30.	Section 7.2 Billing and Payment: Please clarify if the Proposer is to insert the maximum fee here? Also, if so, is the maximum fee intended as guaranteed total cost for the contract term?	The maximum Contractor fee will be determined by OGB based on projected claims expenses and clinical management fees (i.e., administrative fees) for a three (3)-year period using the information included in the successful Proposer's cost proposal. See also, Question 11 and 27.
31.	Section 7.2 Claims Payments: Would OGB be able/willing to pay claims invoices more quickly than 7 business days to avoid the cost of float being built into the administrative costs? What is the current average time for paying claims invoices after receipt of invoice?	OGB will not reduce the timeframe for payment of claims invoices. On average, payments for undisputed amounts for claims invoices are processed within 2 to 3 business days of receipt.
32.	Section 7.7 Preferred Client: Since this pricing requirement would essentially be a Most Favored Nations pricing requirement across our entire book of business regardless of plan design, size or type of client, would OGB agree to limit this MFN to similar sized, similar type, and similar design groups? What impact to the evaluation of a proposal would a refusal to offer this broad MFN have?	RFP Section 7.7 will be satisfied if the Proposer offers pricing improvements to OGB based on aggregate pricing offers made to clients of similar size, similar type and similar design groups. Compliance with this Section 7.7 is subject to audit.
33.	Attachment II: Scope of Services, Overview: Since OGB reserves the right to add additional scopes prior to and during the term of the Contract, will OGB agree that any such additional services be compensated according to a mutually agreed negotiation?	Any changes to the scope or provisions of the Contract during the term of the Contract, whether suggested by a party or required by law, must be mutually agreed prior to implementation. Furthermore, as stated in Attachment III: Sample Contract, Section 11 Contract Modification, no amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law.

No.	Inquiry	Response
34.	Attachment II: Scope of Services, Minimum Services, page 29: Please explain what OGB expects in regard to network access “without an access fee”.	OGB expects that Louisiana pharmacies will not incur network access fees when joining the network. The charging of network access fees must be compliant with all applicable Laws.
35.	Attachment II: Scope of Services, Pharmacy Audits, page 35: Please further describe OGB’s expectations for “audits of individual pharmacies not located in the State of Louisiana prior to their entering the provider network.” Would this apply to all pharmacies outside Louisiana which currently are contracted in the pharmacy network offered to OGB?	This would apply to all pharmacies outside of the State of Louisiana which currently are contracted in the pharmacy network offered to OGB.
36.	Attachment II: Scope of Services, Remit Fees, page 35: Please explain what applicable fees are required to be remitted to pharmacies as required by Louisiana law.	Contractor is required to be aware of and comply with all Laws applicable to the performance of this Contract, including but not limited to La.R.S. 46:2625(2)(b). The fee authorized by this statute is \$0.10 per outpatient prescription and considered an allowable cost for purposes of insurance or other third party reimbursements and shall be included in the establishment of reimbursement rates.
37.	Attachment II: Deliverables, page 39: OGB requires payment of “rebates and/or any other guarantees” within 60 days following the end of each quarter. First, would OGB agree to receive rebate payments in 90-150 days following the end of each quarter in order not to have the cost of float built into the administrative costs? Second, since the other guarantees are annual guarantees, will OGB agree that such payments would be following the end of each year rather than quarter?	OGB will not rephrase this requirement. The true up process for the year should occur within ninety (90) days following the end of the year.

No.	Inquiry	Response
38.	Attachment II: Performance Guarantees, page 41: 99% of mail orders are to be shipped within two business days if requiring no intervention. Will OGB accept an average of 2 business days for 100% of such orders?	OGB will not rephrase this requirement.
39.	Attachment II: Performance Guarantees, page 41: 100% of mail orders are to be shipped within five business days if requiring administrative/clinical intervention. Will OGB accept an average of 5 business days, since it would cause an inconvenience to OGB's members if the mail pharmacy is forced to return the prescription to the member prior to the five-day deadline in cases where the prescriber is unavailable or hasn't responded to requests for clarification?	OGB will not rephrase this requirement.
40.	Attachment II: Performance Guarantees, page 41: In the Average Speed of Answer for Commercial, the standard is that 100% of calls will be answered by a live voice within twenty seconds. As the title of the PG is written, this is an average response time, not an absolute response time. Please confirm. Otherwise, this would require an ASA of less than 5 seconds and will add unnecessary cost to OGB's program.	Attachment II: Performance Guarantees, Average Speed to Answer for Commercial should now read on average 100% of calls will be answered by a live voice within twenty (20) seconds. The amount of time that elapses between the time a call is received into a Plan Participant service queue to the time the phone is answered by a CSR. Measurement excludes calls routed to Interactive Voice Response ("IVR").
41.	Attachment II: Performance Guarantees, page 42: Onsite Pharmacy Audits are for 3% of pharmacies with greater than 150 OGB prescriptions. However, in Attachment VI, Section VII Retail Pharmacy Access, the requirement is to audit onsite 20% of pharmacies on a quarterly basis. Please clarify which is the appropriate standard.	These are two separate and distinct requirements.

No.	Inquiry	Response
42.	Attachment II: Performance Guarantees, page 44: For the EGWP program, payment of all financial settlements, including guarantees and rebates is due to OGB within ninety days from the close of each reporting period. Since the financial guarantees are annual guarantees and rebates are trued-up annually, will OGB change this to the close of the contract year?	OGB will not rephrase this requirement. The true up process for all financial settlement should occur within ninety (90) days following the end of the calendar year.
43.	Attachment III, 1.6.A. and D. Account Management Team: Please clarify the “dedicated” requirement. Is it 100% dedicated to OGB? To whom does it relate? Are all 10 Account Team members to attend all quarterly meetings (with the exception of the Implementation Manager post implementation)?	All members of the Account Management Team should be 100% dedicated to OGB and are expected to attend all quarterly on-site meetings unless otherwise specified by OGB.
44.	Attachment III, 23 Order of Precedence: If the RFP takes precedence over the Contractor’s Proposal, how are the specific terms and/or exceptions that are noted in the Proposal accounted for in the contract?	Attachment III: Sample Contract, Section 23 Order of Precedence states that in the event of any inconsistent or incompatible provisions, the signed Contract (excluding the RFP and the Contractor’s Proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal. OGB is not obligated to accept any specific terms and/or exceptions requested or noted in a Proposal.
45.	Attachment VI, 16. For the \$0.40 per subscriber per month budget to be used for transparency and validation initiatives, please define “subscriber”. Would the subscriber count be the same as employee and retiree only, or would it include all dependents?	Subscriber denotes the employee/retiree or other such person whose relationship with OGB governs coverage under the Plan. The subscriber count will only include such.

No.	Inquiry	Response
46.	Attachment VI, I.20. Regarding OGB’s right to audit any data necessary, please explain the appropriateness of wholesaler agreements and when any such agreements would be applicable to this contract.	If for any reason data specific to a wholesale agreement is at issue, OGB requires the right to audit such data.
47.	Attachment VI, III.14: Regarding OGB’s “any selected audit firm of choice”, please clarify if such audit firm will be subject to a reasonable agreement with the Contractor as relating to conflicts of interest and/or independence from consulting activities, and will be subject to confidentiality provisions?	The third party selected exclusively by OGB to perform such audits will be subject to confidentiality provisions and conflict of interest rules.
48.	Attachment VI, IV.2, page 76: For the dedicated customer service unit, would OGB allow an optional line item cost for the unit to sit idle when not serving OGB, rather than automatically building in the cost for such a service into the administrative fee?	OGB will not consider an optional line item cost for the customer service unit.
49.	Attachment VI, VI. Specialty Pharmacy: Please describe the current Specialty benefit in relation to what pharmacies are included in the current Specialty network.	The current specialty benefit is Tier 4-Specialty 50% up to \$80.00. OGB does not have an exclusive or specialty network.
50.	Attachment VI, VI. Specialty Pharmacy: Will OGB allow an exclusive Specialty benefit, other than necessary courtesy fills at retail pharmacies?	OGB will not allow an exclusive Specialty Pharmacy benefit.

No.	Inquiry	Response
51.	Attachment VI, VII, #21 Retail Pharmacy Access, page 86: Is the payment to retail pharmacies from reserve funds prior to billing OGB a requirement of this bid, if such results in OGB paying a cost of float for such an arrangement?	OGB will not provide advance funding for payment of claim expenses. Therefore, invoice submissions must include an accompanying check register and any other supporting documentation necessary to substantiate invoiced claims expenses for which the Contractor is seeking reimbursement. Contractor's invoicing and payment practices must be compliant with all applicable Laws. See also, Question 6.
52.	Attachment IX, Cost Proposal, page 94: OGB requires a pass-through of "the most aggressive retail pharmacy contract rate with each pharmacy" but also requires the broadest network which includes all regional and national chains. Given that more aggressive rates are provided through narrower networks, will OGB rephrase this requirement?	OGB will not rephrase this requirement.
53.	Attachment IX, Cost Proposal, page 96: OGB requires that rebate guarantees will not be contingent on continuation of certain therapeutic classes. However, if the classes that are excluded from coverage by OGB impact rebates, will OGB allow a modification to the guarantee that retains the relative economics of the previous guarantee?	If OGB chooses to exclude therapeutic classes in the future, discussion around guarantees and any impact to the contractual obligations will occur at that time. It is anticipated that the parties could agree on such. However, if the parties cannot agree on such, OGB has the right to exercise its option to terminate the Contract. As stated in Attachment III: Sample Contract, Section 11 Contract Modification, no amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law.
54.	Attachment IX, Cost Proposal, page 99 Specialty Pricing: OGB asks for confirmation that "new products in existing classes will be priced at no less than the mode of the existing products." Please explain what is meant by "mode."	Mode refers to the discount of existing products, not the price.

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55.	<p>Within the Attachment II. Scope of Services OGB states as a requirement “Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of prescription drug denials as allowed by and in accordance with the PPACA.”</p> <p>Can OGB explain the appeals process they are currently using?</p>	<p>The grievance and appeals procedures for this Contract will be mutually agreed between OGB and the Contractor and will at a minimum comply with all applicable Laws. See also, Question 16.</p>
56.	<p>Again within the Attachment II. Scope of Services OGB states “Comprehensive management of the EGWP, including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval by CMS with 100% adherence to all CMS guidelines.”</p> <p>Can OGB confirm the intent of ‘including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval means that these members will be covered under the OGB commercial plan up to the CMS approval /and EGWP member start?</p>	<p>OGB confirms the intent of including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval means that these Plan Participants will be covered under the OGB commercial Plan up to the CMS approval/EGWP start.</p>
57.	<p>How is OGB contracting their EGWP currently to address all CMS contract requirements?</p>	<p>As stated in RFP Section 5.4, the Proposer should provide its approach and methodology in providing required services and identifying the tasks necessary to meet requirements described within Attachment II: Scope of Services which includes comprehensive management of the EGWP.</p>
58.	<p>Proposer has submitted the Data Use Agreement for Limited Data Set signature document; when can we expect to receive the claims files and additional Excel documents that need to be completed for this proposal?</p>	<p>Each Proposer will be notified once the Limited Data Set Agreement is fully executed and the drive including the data referenced in the RFP has been placed in the mail. The file password will be provided via e-mail.</p>

**NOTE: Each Proposer that completed and returned Attachment XIII: Data Use Agreement for Limited Data Set by the specified deadline, 4 PM CST April 19, 2016, will receive amended census data and a key for the redacted historical claims detail broken out by Commercial and EGWP. This amended census data will be sent by United Parcel Service of America (UPS) overnight delivery. All restrictions and provisions that apply to the electronic record containing redacted historical claims detail broken out by Commercial and EGWP and census data also apply to the amended census data to be mailed to Proposers.**