



**ROCKFORD BOARD OF EDUCATION
REQUEST FOR PROPOSAL FOR SERVICES FOR SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFP No. **16-09 PHARMACY BENEFIT MANAGEMENT SERVICES**

DATE: **TUESDAY, AUGUST 11, 2015**

OFFERS WILL BE RECEIVED UNTIL: **FRIDAY, AUGUST 21, 2015 AT 11:00 AM CDST**

RE: Request for Proposal (RFP) No. 16-09 Pharmacy Benefits Management Services. The purpose of this RFP is to solicit RFPs for pharmacy benefits management (PBM) services for the Rockford Public School District.

RFP Opening: Friday, August 21, 2015 at 11:30 AM (CDST), **Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the RFP opening.

Copies of the bidding documents are available from Onvia DemandStar or by download from the on District's Purchasing Bids-RFPs webpage at www.rps205.com.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Process Manager by email at tamara.pugh@rps205.com.

ROCKFORD BOARD OF EDUCATION

By: Tamara Pugh

Purchasing Process Manager

Rev. 6-2014

ROCKFORD BOARD OF EDUCATION

REQUEST FOR RFP ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

RFP No. 16-09 Pharmacy Benefit Management Services

Date: Friday, August 21, 2015

OFFERS WILL BE RECEIVED UNTIL: 11:00 AM (CDST) on Friday, August 21, 2015

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC RFP OPENING. IF YOU DESIRE TO SUBMIT A RFP, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
School District No. 205
501 Seventh Street, 6th Fl.
Rockford, Illinois 61104

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFPS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all prices or RFPs submitted. One copy of this RFP is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of the RFP response (including all required forms) on a CD or flash drive in a SEALED envelope with the RFP number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE RFPs are not acceptable and will be rejected as non-responsive.

b.) RFPs to be addressed as follows: **Rockford Public School District Purchasing Department**
501 Seventh St., 6th Floor
Rockford, IL 61104
Attn: Tamara Pugh, Purchasing Process Manager

The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on RFP.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the RFP document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

RFPs will be awarded to the highest ranked, responsive and responsible Bidder complying with these conditions and specifications and determined to be the most advantageous to the Rockford Public School. All rights are reserved by the Board of Education to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This RFP and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this RFP and to the performance of the Contract in the event the Bidder is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference and became a part of this proposal and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a RFP agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instruction for All RFPs, RFP Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals.

No RFPs may be withdrawn after the official opening. All RFPs submitted must be valid for a minimum period of sixty (60) days after the date set for the RFP opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the RFP sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a prototype or first article test item. Items lacking an established commercial market or evidence of substantial sales must be placed in the hands of the Executive Director of Budgeting and Purchasing PRIOR to the date and time of the RFP opening.

The successful Bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached documents, please type on the RFP sheet(s) the information that is requested. If there is insufficient room for your information on this RFP Sheet(s), please present data on a separate sheet (one item to a sheet).

Any interested party, including all Bidder, may examine the RFP summary after RFPs have been awarded by the Board of Education. RFP summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. RFP recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor's signature on this RFP Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the RFP. Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the Bidder's list.

The above General Conditions and Instructions are applicable to all RFPs. Additional Terms and Conditions and Specifications are supplied for each RFP.

Please address all questions relative to any RFP in writing to the Executive Director of Budgeting and Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 or stacie.scott@rps205.com. All request for information must be submitted at least three business days (Monday – Friday) prior to the RFP due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the RFP is issued it will be issued via an amendment to the RFP and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this RFP prior to the closing date, other than to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.**

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.
FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF RFP.

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFPS FORM:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

(Federal Employer Identification) Or Social Security
Number (See Specification for Determination)

LATE RFPS CANNOT BE ACCEPTED!

SEALED RFP PROPOSAL

RFP NO.: 16-09
OPENING DATE: Friday, August 21, 2015
OPENING TIME: 11:00 AM (CDST)
DESCRIPTION: Pharmacy Benefit Management Services
ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS RFP LABEL TO THE
OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP
ENSURE PROPER DELIVERY!

LATE OFFERS CANNOT BE ACCEPTED!

STATEMENT OF NO INTEREST - RFP

NOTE: If you are unable to submit a RFP for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

RFP No. & Name: **RFP 16-09 Pharmacy Benefit Management Services**

We are unable to submit a proposal for this work due to the following:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Too busy at this time | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Bond requirement | <input type="checkbox"/> Not engaged in this type work |
| <input type="checkbox"/> Insurance requirement | <input type="checkbox"/> Site location too distant |
| <input type="checkbox"/> Length of time required to obtain payment | |
| <input type="checkbox"/> Project is <input type="checkbox"/> too large <input type="checkbox"/> too small | |
| <input type="checkbox"/> Remove us from your 's list for this commodity/service | |
| <input type="checkbox"/> Other (specify below) | |
| <input type="checkbox"/> Do you wish to be considered in the future for similar projects? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

REMARKS:

Signature: _____ Name & Title: _____

Firm: _____ Phone: _____

Fax: _____ E-mail: _____

Address: _____
(Street Address) (City) (State) (Zip-Code)

Date: _____

Return to: Executive Director of Budgeting and Purchasing
Rockford Public School District
501 7th St. Rockford,
IL 61104

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS

CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day- to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is (), is not () a minority-owned business concern.

B. Representation. The offeror represents that it is (), is not () a women-owned business concern.

C. Representation. The offeror represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific (ASIAP)
American

☐ Asian-Indian (ASIAI)
American

☐ Other _____

☐ Woman Owned (W)

☐ Disabled Owned (D)

Please identify

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place qualified small, minority, women, disabled-owned business enterprises on solicitation lists
- Ensure that small, minority, women, disabled-owned business enterprises are solicited whenever they are potential sources
- Consider contracting with consortia of small, minority, women, disabled-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority, women, disabled-owned business enterprises
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (RFP-rigging) or Section 33E-4 (RFP rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original *Signature of Authorized Representative*

Date

OFAC Compliance

RFP No.: _____

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this RFP shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or RFP for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this RFP to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this RFP to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐

YES, the above statement is true.

☐

NO, the above statement is **NOT** true.

If you checked “**YES**” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Signature of the Vendor’s Authorized Representative

Date

GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.

“Bidder” means a person or entity submitting a RFP to the District in response to an RFP; including successful Bidder.

1. RFP OPENING. Sealed RFPs will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other RFPs will be considered after this date and time unless it is evidenced and determined that the RFP was in the District’s possession prior to the scheduled RFP opening time and date. Late RFPs shall be rejected and shall remain unopened. The District does not prescribe the method by which RFPs are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the RFPs. All RFPs delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. RFP PREPARATION. RFPs must be submitted on this form and all information and certifications called for must be furnished. RFPs submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. RFPs may be modified or withdrawn prior to the time specified for the opening of the RFPs. RFPs shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the RFP. The RFP shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.

3. RFP ENVELOPES. Envelopes containing RFPs must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the RFP number must be shown on the envelope.

4. ERRORS IN RFPs. Bidder are cautioned to verify their RFPs before submission. Negligence on the part of the Bidder in preparing the RFP confers no right for withdrawal or modification of the RFP after it has been opened. In case of error in the extension of prices in the RFP, the unit prices will govern.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel a RFP, accept or reject any or all RFPs or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality defect in any RFP. Unless otherwise specified, the District will award a RFP or reject RFPs within 60 days. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidder in responding to an RFP.

7. AWARD. The District will evaluate RFPs and will award a contract to the lowest responsive and responsible Bidder whose RFP, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible Bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the RFP that is best suited for the purpose intended. The District may (1) reject any or all RFPs, (2) accept other than the lowest Bidder, and (3) waive informalities or minor irregularities in RFPs received. The District may accept any item or group of items of an offer, unless the Bidder qualifies the RFP by specific limitations. The District reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a RFP mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the RFP shall result in a binding contract without further action by either party.

GENERAL TERMS AND CONDITIONS

8. PRICING. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded to the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. RFPs on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, RFP number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with RFP. The District will not be responsible for any RFP enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF RFP DOCUMENTS. Bidder shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by amendment. Each Bidder shall ascertain prior to submitting a RFP that all amendments have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Bidder shall indemnify and hold harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the RFP, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

GENERAL TERMS AND CONDITIONS

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including, without limitation, the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a RFP and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION. (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified, if the Bidder fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these circumstances does not cure such failure within such period of time as the District may direct, if it is determined the successful Bidder knowingly falsified information provided to the District, if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not, or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Request for Proposal, a contract formed by award of a RFP may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

GENERAL TERMS AND CONDITIONS

23. FORCE MAJEURE. The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of RFP due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. RFP CERTIFICATION. The Bidder's signature on a RFP certifies: (a) The RFP is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham RFP. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the RFP Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the RFP shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Bidder. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the RFP submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a RFP shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages RFPs or proposals from any company or individual regardless of race, gender, national origin, religion or age.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the “District”) will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Statutes and Regulations, the Statutes and Regulations of the State of Illinois, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **EVALUATION CRITERIA.** Although price is a consideration in the award of RFPs, this award will not be based on price alone. This solicitation for RFPs will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (provide detailed information)
 - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report)

The District reserves the right to reject any or all RFPs or to accept the RFP or any part of RFP, including substitutions, which embraces such combination of proposals as may promote its interest.

3. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A RFP TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

4. **CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX .** The Contractor acknowledge and understand that any RFP for goods and services resulting in a contract award to a Bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2)
5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a RFP or proposal to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a RFP by the District.
6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

SUPPLEMENTAL TERMS AND CONDITIONS

- 7. RETURN OF RFP INFORMATION.** The District has established that only one copy of a RFP will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the RFP sheets returned. If additional copies of original RFP sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
- 8. USE OF PREMISES.** The Bidder shall have access to the relevant District grounds for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
- 9. OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder’s property until such time as accepted by the District.
- 10. EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District’s judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible Bidder.
- 11. STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided under this Contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
- 12. SCOPE OF WORK.** This RFP requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
- 13. PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor’s performance under a Contract. The Contractor’s signature on the RFP Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District’s property.
- 14. INSURANCE REQUIREMENTS.** All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best’s Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

SUPPLEMENTAL TERMS AND CONDITIONS

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$3,000,000
2. General Aggregate - Products/ Completed Operations	\$3,000,000
Fire Legal Liability (any one fire)	\$100,000
**Umbrella Excess Liability	\$3,000,000-\$5,000,000*
** Business Auto Liability ****	\$1,000,000

* Minimum\$3,000,000.00; maximum\$5,000,000.00 as prescribed in the RFP documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. METHOD OF AWARD. The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

16. GENERAL AWARD. The award on this RFP will not be made at the time specified for the receiving and opening of RFPs. The RFP will be awarded at a later date by the Board of Education.

17. SCHEDULE OF AWARD. In order that Contractors may more accurately complete a RFP, it is anticipated that the Board of Education will consider the award on this RFP within 60 days of the date of RFP opening; the successful Bidder(s), if any, will be notified immediately thereafter.

SUPPLEMENTAL TERMS AND CONDITIONS

- 18. WITHDRAWING OF RFPs.** No RFP may be withdrawn by a Bidder after the time and date of the official public opening. All RFP prices submitted must be valid for a period of sixty (60) days after the date set for the RFP opening. This period of time is reserved to permit the Owner to evaluate RFPs, conduct tests, make the award and issue either a contract or purchase order(s).
- 19. VALIDITY OF PRICES.** All RFP prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
- 20. PERIOD FOR ACCEPTANCE OF RFPs.** In compliance with the solicitation, the Bidder agrees, if this RFP is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of RFPs, to furnish any or all items upon which prices are RFP at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.
- 21. DELIVERIES AND PURCHASE ORDERS.** Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders resulting from an awarded RFP and issued by the District are authorized with the signature of the Executive Director of Budget and Purchasing. Issued purchase orders may not be cancelled or altered in any manner by Contractor absent prior written consent of the District.
- 22. LOCATION OF DELIVERY.** Delivery is to be made at one (1) location(s) within School District #205. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the Central Administration Offices.
- 23. DELIVERY SITE.** The delivery is to be made to the Rockford Board of Education, Administration Building, 501 7th Street, Rockford, Illinois 61104-2092.
- 24. COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
- 25. INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
- 26. SIGNATURES.** It is required that the Bidder's signature appears on the following forms:
 - a. **Second page of General Conditions and Instructions for All RFPs Form**
 - b. **Statement of No Interest (if applicable)**
 - c. **Bid-Rigging Certification**
 - d. **Minority and Women Owned Business Form**
 - e. **Certification Regarding Debarment Form**
 - f. **Certificate Regarding Lobbying Form**
 - g. **OFAC Compliance Form**
 - h. **Vendor Conflict of Interest Disclosure Form**
 - i. **Certified Cleared Employee List**
 - j. **Asbestos Notification**
 - k. **RFP Offer Form**
 - l. **Form W-9 Department of the Treasury Internal Revenue Service**
- 27. PAYMENT.** Payment on invoices will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.

SUPPLEMENTAL TERMS AND CONDITIONS

- 28. WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
- 29. SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
- 30. QUANTITIES.** After RFPs have been evaluated, the District reserves the right to increase or decrease quantities as stated on the RFP for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
- 31. RFP PROPOSAL.** Bidder must return the following when submitting a sealed RFP:
- a. Second page of General Conditions and Instructions for All RFPs Form
 - b. Statement of No Interest (if applicable)
 - c. Bid-Rigging Certification
 - d. Minority and Women Owned Business Form
 - e. Certification Regarding Debarment Form
 - f. Certificate Regarding Lobbying Form
 - g. OFAC Compliance Form
 - h. RFP Offer Form
 - i. Vendor Conflict of Interest Disclosure Form
 - j. Certified Cleared Employee List
 - k. Asbestos Notification
 - l. Form W-9 Department of the Treasury Internal Revenue Service
 - m. Any necessary literature or information
- 32. REJECTED GOODS.** Rejected goods will be returned to the contractor's address at Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt), of inferior quality, or having latent defects not detected prior to acceptance by the District but upon actual use of the product(s).
- 33. CONTRACT.** A response to this RFP is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP and any District issued and published amendments thereto. RFPs become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain RFPs may require the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions are modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
- 34. TERM OF CONTRACT.** Resultant contract period shall be from January 1, 2016, through January 1, 2019 plus two (2) one-year option periods beginning on the subsequent January 1st of each option year; provided that the District exercises the option by written notice signed by the Executive Director of Budget and Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

SUPPLEMENTAL TERMS AND CONDITIONS

- 35. OPTION YEAR PRICING.** The prices submitted on the solicitation for the base contract year will remain firm through June 30, 2016. Bidders may request an annual price adjustment, in writing no less than 60 days prior to the renewal date. Price adjustments will be made in accordance with lesser of three percent or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items.

The price adjustment rate will be determined by comparing the lesser of three percent or the percentage difference between the CPI as of December 31, 2014 to the CPI as of the most recent December 31st report.

Contract Renewal Date:	Each July 1 st , beginning 2016
CPI Base Index Date Range:	December 31, 2014
First Adjustment Comparison:	December 31, 2014 and December 31, 2015 or three percent
Second Adjustment Comparison:	December 31, 2014 and December 31, 2016 or three percent
Third Adjustment Comparison:	December 31, 2014 and December 31, 2017 or three percent
Fourth Adjustment Comparison:	December 31, 2014 and December 31, 2018 or three percent

36. OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- (b) If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (c) Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- (d) The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

37. EVALUATION OF OPTIONS

- a. The District will evaluate RFPs by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- b. The District may reject a RFP if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

- 38. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

- 39. ALTERNATE RFPS.** Alternate RFPs are not acceptable and will be rejected by the District. Alternate RFPs are defined as RFPs that do not comply with the RFP terms, conditions, and specifications. Bidder may submit more than one RFP providing that all such RFPs comply with the RFP terms, conditions, and specifications.

- 40. PREVAILING RATE OF WAGE.** It is required on this RFP that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their RFP that they will pay the prevailing rate of wage in this area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. If applicable, the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, Bidder will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

SUPPLEMENTAL TERMS AND CONDITIONS

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Office of the Board of Education, 501 Seventh Street, Rockford, Illinois 61104.

Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

- 41. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner, a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 42. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District, copies

SUPPLEMENTAL TERMS AND CONDITIONS

of any and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

44. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.

Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

Any questions regarding this RFP; may be referred to Tamara Pugh, Purchasing Process Manager at tamara.pugh@rps205.com or 815-966-3092.

ORGANIZATIONAL OVERVIEW

Rockford Public Schools, District #205, is a public entity located in northern Illinois, is one of the state's largest school districts. The School District covers approximately 165 square miles and serves 28,000 students with 2 early childhood centers, 28 elementary schools, 6 middle schools, 4 high schools, and 6 alternative schools. The District employs over 3,200 people and covers over 8,000 participants in the health and welfare programs included in the medical and prescription plans.

PURPOSE

The Rockford Public School District is seeking proposals for Pharmacy Benefit Management (PBM) services beginning on January 1, 2016. The districts PBM services are currently provided through Express Scripts. The District is a self-funded health plan with approximately 3,200 employees on the health plan and 8,000 total members. The district has 3 health plan options and utilizes both BlueCross of Illinois and Humana as plan administrators. The bulk of the members are with BlueCross.

The program benefits both collectively bargained and non-union members. There are 7 bargaining units within the district with 6 of those having completed contract negotiations and 1 bargaining group currently in negotiations. Those who have completed negotiations have put step therapy, quantity limits and prior authorization in place. The unit currently in negotiations does not have those advanced utilization programs currently in place.

The PBM services for the High Deductible Health Plan are currently managed through Humana and BlueCross. HDHP members are currently around 100 total participants. It is anticipated that this arrangement will not change under the new PBM agreement.

ESTIMATED RFP TIME LINE (Subject to Change)

Date	Event
08/11/15	Distribution of RFP
08/18/15	Final Questions due to Tamara Pugh by 4:30 pm
08/19/15	Final Addendum with responses provided
08/21/15	RFP Opening at 11:00 am
08/21/15 -08/25/15	RFP Committee review/rating of responses
08/26/15	Finalist will be notified of presentation time for August 31, 2015
08/31/15	Presentations from finalist. <u>Please hold this date on your calendar as it is non-negotiable.</u>
09/01/15	Presentation of Recommendation to Operations Committee
09/01/15 -09/14/15	Negotiate final pricing and terms, contact references, develop and finalize contract agreement
09/22/15	Recommendation to Board of Education for Approval
09/23/15	Award Contract
01/01/16	Service effective date

SCOPE OF WORK

1. Provide PBM service including claims administration, clinical program administration, Quality Assurance, and adjudication of appeals.
2. Establish and maintain a Preferred Drug List (formulary) that is based on evidence-based evaluation criteria in accordance with Utilization Review Accreditation Commission (URAC) standards and Centers for Medicare and Medicaid Services (CMS) guidelines, with periodic updates. When the list is updated, the Proposer will communicate to Administration and directly to members who will be impacted by the changes to the formulary.
3. Match the benefits exactly for the Pharmacy program, indicating any changes from the current formulary.
4. Maintain compliance with Federal guidelines for Age Discrimination Employment Act (ADEA), Medicare, Health Insurance Portability and Accountability Act (HIPAA), Patient Protection and Affordable Care Act (PPACA), as well as all Illinois mandated benefits.
5. Proposer for Pharmacy Benefit Administration must have access to a network of participating pharmacies in the Rockford Service Area.
6. A toll free number shall be maintained and available to all employees.
7. Produce and distribute all applicable materials including but not limited to: enrollment materials, ID cards, Explanation of Benefits (EOBs), etc.
8. Member information is to be provided in a timely manner to the employer/employee.
9. Your rate quotation shall include a minimum rate guarantee period. RPS desires a minimum of thirty six (36) months.
10. Provide estimated renewal rates no later than 160 days in advance with firm renewal rates to RPS no later than 120 days prior to the end of the contract.
11. Proposer must be willing and capable of coordinating routine data exchange with all applicable third party vendors and also the district. The cost of data exchange must be outlined in your pricing proposal.
12. Provide cost and utilization reports in a format agreed to and on a schedule agreed to by RPS. The cost of the reports must be included in your Rate Quotes.
13. Provide Ad Hoc reports, as requested, in a reasonable timeframe (i.e. maximum two weeks).
14. Provide a detailed outline of the process of the installation including team members and timeline.
15. Ensure that all mass communications to employees are reviewed and approved by RPS prior to release.
16. Outline how variations in actual enrollment shall effect your rate quotation.
17. Participate in quarterly insurance summits and open enrollment meetings on an annual basis, if requested.
18. Provide and agree to performance standards with RPS. Financial penalties for failure to perform within the negotiated guidelines will be included. Such standards shall apply, but not be limited to: Plan Implementation, Claim turnaround time, Claim payment accuracy, Telephone response time.

REQUIREMENTS/DELIVERABLES

1. Proposers must provide evidence that they are appropriately licensed or certified to do business in the State of Illinois.
2. Proposers must agree that the Contract situs will be the State of Illinois.
3. The proposers must confirm that they operate in compliance with HIPAA requirements.
4. Proposers must confirm that they can facilitate the external review process (i.e. Independent Review Organization processes) on behalf of the School Board as required by PPACA.
5. The Proposers must confirm that they can provide culturally and linguistically appropriate notifications and communication to participants as required by PPACA.
6. The Proposers must agree to a termination clause allowing the School Board to terminate at any time or for any reason with a notice requirement not to exceed 60 days. Termination for cause shall require 30 days' notice.

ADDITIONAL SERVICES

Adjustments to the scope described above may be necessary if additional project information and/or specifications related to any new construction projects may occur. No additional services will be provided without approval.

TERMS OF ENGAGEMENT

The term of the engagement is for three (3) years with a two (2) year option from January 1, 2016, through January 1, 2019. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

LIMITATIONS

The District reserves the right to redefine its' priorities, adjust budgets and modify projects as it deems necessary, and to select one or more firms to perform services. At its discretion, the District may add and/or eliminate any firm or waive any informality in the selection process.

RIGHT TO REJECT & EVALUATION CRITERIA

This RFP does not commit the Rockford School District to award a contract or to reimburse the bidder for costs incurred in submitting in response to this Request. The Rockford School District reserves the right to reject any or all proposals received as a result of the Request, to negotiate with any bidder, to extend the submission deadline, or to amend or cancel in part or entirety this RFP, if it is in the best interest of the Rockford School District.

Responses will be reviewed and evaluated by a selection committee and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

1. The technical experience of the firm, especially as it relates to Illinois School Districts
2. The qualifications of the staff and firm

3. Responsiveness in clearly understanding the work to be performed
4. Response to Proposed Approach to Scope of Work as well as all Submittal requirements
5. Cost Proposal
6. Accessibility and ability to respond to the District's needs in a timely manner
7. Additional services the firm can offer

SUBMITTAL REQUIREMENTS

The successful firm shall demonstrate an ability to work in coordination and communicate effectively with a variety of decision-makers, i.e., Board of Education, Superintendent, Cabinet, Staff and Community members.

Proposals must be clearly explained and identified. All rates, including optional programs, must be clearly stated and summarized. Exceptions to, or deviations from the specifications must be explicitly identified.

The contents of the proposals shall be kept confidential during the negotiations. After the contract is awarded, all proposals will be available for public perusal. **Any trade secrets and/or confidential information shall be so labeled by respondents to avoid public disclosure of such information.**

The proposal must include all the following information and answer all questions asked. Please make sure that all categories are in order as they are listed below in your submission. **Failure to include all of the required information WILL result in disqualification of the bidder.**

1. Submittal packages should include one bound original, four bound copies, and PDF version of the proposal on CD.
2. Cover Letter/Letter of Interest
Provide a cover letter/letter of interest of not more than one page. This document shall include the legal name of your firm, address, telephone numbers, fax number, and name of Principal to contact.
3. Firm Organization, Credentials, Background – Please provide a brief history of firm including:
 - a. Number of years in business
 - b. Organization and size of the offeror
 - c. Location of office which will perform the work and number of professional staff by staff level employed at that office
 - d. Does your organization currently have an operational pharmacy network in the Rockford Service Area?
 - e. When was the pharmacy network first effective?
 - f. What has been the total number of covered lives on January 1st for the past five (5) years? What percentage of total covered lives is in the Rockford Service Area?
 - g. How many employer groups currently offer your pharmacy network? How many

of these are in the Rockford Service Area?

- h. How many registered pharmacists are in the network? What is the ratio of the number of registered pharmacists to the number of prescriptions filled in the network?
 - i. Do you have a toll-free number available for retail pharmacists? Would there be a separate toll free number for the District?
 - j. How often do you communicate with the participants in the network? Do you have printed pharmacy network directories? Are there additional costs to the District for a custom directory?
 - k. What are your general business hours for: 1) account representatives and 2) customer service representatives?
4. Summary of the Offeror's Qualifications – In this section, the offeror should include the following information:
- a. Resumes of key members who will be assigned to the project, including relevant experience and continuing professional education
 - b. Statements of the qualifications and experience of other staff who will be assigned to the project, including relevant experience and continuing professional education
 - c. Provide an organizational chart of the administrative and medical management of the pharmacy program, detailing the number of staff persons employed in each key area.
 - d. Any limitations on the availability of staff or starting dates
 - e. Other service capabilities, which may be of interest to the District
 - f. In a brief summary, state your case for why the District should contract pharmacy benefits with your organization.
 - g. What distinguishes your organization from its competitors? What features or dimensions of the products you are offering do you believe to be unique to your organization.
5. Relevant Experience - Please provide a list of up to ten of the most recent clients of similar scope and size including:
- a. Client Name (District Name)
 - b. A description of recent (within the last three years) strategic planning experiences, particularly among governmental and educational clients
 - c. Provide three (3) references of clients who have terminated their contracts within the past twelve (12) months:
 - i. District Name and address
 - ii. Contact Name and telephone number
 - iii. Identify project for referral
 - iv. Number of employees
 - v. Effective and Term dates

6. Certifications and Disclosures – In this section, the offeror should include the following information:
- Provide a detailed description of the level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments or negligence
 - Provide information on any litigation or administrative proceeding in which the firm was a party in any matter related to the professional activities of the firm during the five (5) years prior to the date of this RFP
 - Provide information on any pending litigation, investigation or proceeding in which a court or administrative agency is addressing any question relating to the professional activities of the firm
 - Insurance coverage as listed in this RFP. Provide copy of insurance with bid response
7. Management Plan – In this section, the offeror should include the following information:
- Describe how your firm will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent.
 - A project management system will be required; describe the system you propose to use and your experience with this system
 - Describe how your firm will handle quality, and cost/budget control
 - Describe how your firm will communicate with district personnel throughout the project
 - Describe in detail (narrative and flow charts) how the prescription drug pharmacy network services (each component) for the District would operate.
 - Describe the types of marketing/promotional materials your company would distribute if selected. Include samples.
 - Describe your Drug Utilization Review (DUR) edits. Specify if edits are different for prospective, concurrent and retrospective Drug Utilization Review. If you are using purchased software, have you modified it? If yes, describe the nature of the modification(s).
 - Describe how and when what frequency utilization reports would be provided to the District.
 - Detail any programs available in regards to compounds and compound pharmacies to help manage for both member safety and cost.
 - Describe your standard identification cards.
 - How will they be created and distributed?
 - How often?
 - What information will you require from the District concerning the identification cards?
 - Provide a map of the facilities and a description of the provider network(s) in detail

for the Rockford Area.

- j. Using the District census data attached, provide a Geo-Access analysis of your retail pharmacy network, using a 2-mile radius. Provide a separate analysis using 5 miles as the radius for your 24-hour retail pharmacy outlets.
 - k. Provide a statement of your grievance procedures.
 - l. Furnish copies of the claim form or claim kit your organization typically uses.
8. Proposed Approach to Scope of Work
- a. In a straightforward manner, present the proposed approach to achieve the objectives and tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. (see scope of work section above)
9. Mail Order Services
- a. For each of the last 2 years, provide the number of mail order prescriptions processed at each of your mail dispensing facilities. For January 1, 2016, forecast the number of prescriptions per week expected to be dispensed as well as dispensing capacity.
 - b. Where is the dispensing facility that you would use to provide service to the District' account?
 - c. How are prescriptions sent to participants? US mail? UPS? Is the answer the same for compound medications? For liquid medications? What is the process for perishable medications?
 - d. What are your standards for prescription turnaround time, for both refills and new prescriptions? How do you define turnaround time? What has been your average turnaround time for 2011 and 2012 for each facility?
 - e. Do you fill prescriptions for a 90-day supply if the physician writes less than a 90-day supply with refills? Explain. Would you refuse to fill a prescription for a 30-day supply? Why or Why not?
10. Generic Drugs
- a. How does your company maintain the highest level of generic dispensing and quality at the most competitive price? Discuss how you maintain fresh and consistent supplies of quality generic drugs.
 - b. Indicate from whom you purchase your generic drugs.
 - c. How frequently does your inventory turnover?
 - d. How will your company encourage generic substitution? Describe any switching programs employed in the Respondent(s)'s mail service facility and explain how the firm assures that there is no reduction in the quality of service. Explain how savings generated through such programs will be passed on to the District.

11. Formulary Program

- a. Describe the formulary program that you offer for both the prescription drug pharmacy network and the prescription drug mail order program services.
- b. Provide your formulary in computer readable format. A current formulary list for Rockford Public Schools is attached. Please indicate any necessary changes to that formulary should you be chosen as the new PBM vendor.
- c. A list of the top prescription drugs issued to participants in 2014 has been provided. Please indicate which category – Tier I (generally generic), Tier II (generally preferred), or Tier III (generally non-preferred brand) – they would fall into.
- d. Are you willing to offer guarantees with respect to formulary rebates? If so, specify. If not, why not?
- e. How will your company manage compliance with the formulary program? What reporting will be available to monitor formulary performance?
- f. Provide samples of rebate performance reports.
- g. For those clients that have formulary programs, what is the average rebate per script (defined as a 31 day supply) where a rebate was offered? Not offered, for:
 - i. Passive formularies
 - ii. Open formularies
 - iii. Closed formularies

12. Specialty Drugs

- a. Describe the Specialty Drug program that you offer for both the prescription drug pharmacy network and the prescription drug mail order program services.
- b. Provide your Specialty Drug list in computer readable format. A current specialty list for Rockford Public Schools is attached. Please indicate any necessary changes to that specialty list should you be chosen as the new PBM vendor.
- c. Are you willing to offer guarantees with respect to specialty rebates? If so, specify. If not, why not?
- d. How will your company manage compliance with the specialty program? What reporting will be available to monitor specialty performance?
- e. Provide samples of rebate performance reports.
- f. For those clients that have specialty programs, what is the average rebate per script (defined as a 31 day supply) where a rebate was offered?

13. Quality Assurance

- a. Describe all internal and external audit processes conducted by your organization to maintain the integrity of the plan.
- b. Describe your quality assurance controls for eligibility screening.

14. Claims Processing and Third Party Liability

- a. What is your actual turnaround time for claims?
 - i. 90% of claims processed and sent within _____ business days of receipt
 - ii. 99% of claims processed and sent within _____ business days of receipt
 - iii. Investigated/pended claims
- a. What are the claim adjudication for:
 - i. Financial accuracy – correct calculation of claim payment; and,
 - ii. Procedural accuracy – correct application of policy provisions?
 - iii. Timeliness

15. Disease Management/Pharmacy Case Management Program

- a. How do you typically work with case management and or utilization review vendors in medical plans? What information do you typically exchange?
- b. Have you developed any criteria by which you will refer cases? If yes, what are the criteria?
- c. For each specific disease management program, provide the following:
 - i. Name of program
 - ii. Effective date of program
 - iii. Description of program
 - iv. Number of lives covered under program and percentage of total book of business this represents
 - v. Sample communication materials
- d. Attachment 3.D.3 lists the top prescription drugs. Review this data and create recommendations for the District population as regards to your disease and pharmacy management programs.
- e. Estimate savings and provide a confidence level for your estimate for each program you recommend.

16. Cost Proposal

- a. Provide an itemized detailed fee schedule
- b. Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.
- c. Identify the proposed rate(s) per hour that would be charged for other special services that may be requested.
- d. Additional fees:
 - i. Set-Up
 - ii. ID Cards
 - iii. Other (please explain)

17. Drug Pricing

- a. What is your source for determining drug prices and how often is the cost basis updated? Is your price based on the Average Wholesale Price (AWP)? If not, what is it based on? Please provide pricing including: discounts off of AWP for generics and brand name drugs (both retail and mail order), dispensing fees, and guaranteed rebates. AWP discounts should be provided in post settlement pricing.
- b. Please outline any limitations or additional costs that would apply should the district contract with an outside firm to do an independent audit to review drug distribution, rebates in relation to contracted guarantees and AWP pricing also in relation to contracted guarantees.

18. Rates

- a. Please provide your pricing proposal for your pharmacy program. Any rates quoted should be guaranteed for a period of 36 months. Identify the basis on which the rate for an additional two-years following the original 36 months would be determined.
- b. In addition, please provide rates for your disease management
- c. Please provide your formulary rebates.
- d. Please outline a list of performance guarantees for which you are willing to put fees at risk.

19. Reporting Requirements

- a. What are the standard utilization activity and management reports that would be produced for the District at no additional cost? Describe your on-line reporting capabilities, if any, and provide “screen shots” of your web interface.
- b. How frequently are reports produced?
- c. Do you charge for ad hoc reports? If so, what are the costs associated with these reports?
- d. Do you provide integrated reports to clients reflecting the prescription drug pharmacy network and the prescription drug mail order program’s utilization patterns? If so, describe. Provide sample copies of standard and optional reports.
- e. Will you provide reports that can be compared to national and industry statistics and project future trends based on our past utilization data and enrollment?
- f. Will the assigned account manager be available to attend and present at quarterly insurance summits, operations committee meetings and school board meetings?
- g. The district currently uses both Humana and BlueCross as third party administrators on the major medical plan. Please describe how you would coordinate with the entities on plan deductible and out of pocket maximums.
- h. Please list all the ways you will accept original eligibility and eligibility updates, i.e. employer on-line access, spreadsheet upload, electronic data interface (EDI).

20. Drug Utilization Review

Indicate which of the following utilization review edits which are performed for your prescription drug pharmacy network program, prescription drug mail order program and your integrated programs. PROSPECTIVES (PROSP.) edits refer to those done prior to the filling of a prescription. CONCURRENT (CONCUR.) edits refer to those done when a prescription is refilled. RETROSPECTIVE (RETRO.) edits refer to those done after a prescription has been filled/refilled. For any edit, which is performed only at Mail, enter M. For any edit, which is performed only at Retail, enter R. For any edit, which is performed at both Mail and Retail, enter B. For any edit, which is not performed, enter 0.

Edit	Prospective	Concurrent	Retrospective
Monitoring for Therapeutic Appropriateness			
Therapeutic Duplicate			
Drug/Drug Duplicate			
Early Refills			
Drug Interactions			
Drug to Drug			
■ Drug to Allergy			
■ Drug to Age			
■ Drug to Gender			
■ Drug to Disease			
Incorrect drug dosage or duration of drug treatment.			
Over utilization			
Under utilization			
Dispensing Limits			
Mfg. Recom Dosage			

Edit	Prospective	Concurrent	Retrospective
High Cost Drugs			
Investigational Drugs			
Generic Availability			
Fraud			
Other, specify			

21. Client Satisfaction/References

- a. On the ***RFP Offer Form***, provide a list of at least three educational client references for which your firm has performed similar services. References will include:
 - i. District Name and address
 - ii. Contact Name and telephone number
 - iii. Identify project for referral
 - iv. Number of employees
 - v. Effective date

22. Other Service capabilities, which may be of interest to the District

ROCKFORD PUBLIC SCHOOLS

REQUIRED RFP FORMS CHECK LIST

RFP No.: 16-09 Pharmacy Benefits Management Services

Listed below are the REQUIRED forms all bidders are REQUIRED to submit along with sealed RFP responses on or before the RFP due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.

Required Forms	Yes	Comments
Second Page of General Conditions Instructions for All RFPs Form	<input type="checkbox"/>	
RFP Offer Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Evidence of appropriate licensed or certified to do business in the State of Illinois	<input type="checkbox"/>	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

- Certificate of Liability Insurance

REQUEST FOR PROPOSAL OFFER FORM

RFP No. 16-09 Pharmacy Benefit Management Services

Proposals are on a FIXED FEE BASIS only. This FIXED FEE includes all fees of the Contractor/s other than the actual purchase price of the product, and is to include but is not limited to the Contractor/s projected general and administrative overhead, packaging costs, delivery costs from the Contractor's warehouse to the District, any other projected expenses associated with the Contractor's function and anticipated profit. Price quoted on this Bid Offer Form are the NET PRICE that the District will pay. The product cost will be the supplier's delivered selling price to the District.

The undersigned proposer declares he/she has carefully examined the attached General Terms and Conditions, Supplemental Terms and Conditions, Specifications and RFP Offer Form the Rockford Public School District's Request for Proposal 16-09 Pharmacy Benefits Manager.

Answer the following questions:

Contractor is appropriately licensed/certified to do business in the State of Illinois.

Yes _____

No _____

Contractor's Contract situs will be the State of Illinois.

Yes _____

No _____

Contractor can operate in compliance with HIPPA requirements.

Yes _____

No _____

Contractor must confirm that they can facilitate the external review process (i.e. Independent Review Organization processes) on behalf of the School Board as required by PPACA.

Yes _____

No _____

Contractor must confirm that they can provide culturally and linguistically appropriate notifications and communication to participants as required by PPACA.

Yes _____

No _____

Contractor must confirm they can meet the implementation service date of January 1, 2015.

Yes _____

No _____

Is your company licensed to offer the following:

Prescription drug pharmacy network services?

Yes _____

No _____

Mail order program services?

Yes _____

No _____

Integrated program?

Yes _____

No _____

How long has your company provided: Indicate number of years or not applicable:

Prescription drug pharmacy network services?

_____ Years

Prescription drug mail

_____ Years

Integrated program services?

_____ Years

REQUEST FOR PROPOSAL OFFER FORM

Addendum(s) Receipt: We acknowledge the receipt of Addendum(s) _____ to _____

References:

Bidder to provide three Education references of similar type work that would qualify your firm for this project

Company Name/Address/Phone Number Contact Person

Company Name/Address/Phone Number Contact Person

Company Name/Address/Phone Number Contact Person

Proposal submitted by:

Company Name Company Officer Typed Name & Title

Address City, State & Zip Code

Phone No. Fax No.

E-mail FEIN

Company Officer Signature (*required*) Date

APR 8 2014

Rockford Public Schools

**PLAN DOCUMENT
FOR
ROCKFORD BOARD OF EDUCATION
SCHOOL DISTRICT #205
PRESCRIPTION DRUG PLAN**

PLAN SPONSOR: Rockford Board of Education School District #205
(Rockford Public Schools)

**INITIAL EFFECTIVE
DATE:** January 1, 2000

**RESTATEMENT
EFFECTIVE DATE:** January 1, 2014


The Plan Sponsor has established a self-funded employee welfare benefit plan and the Plan Sponsor has adopted this Plan exclusively providing for the benefits as herein described for certain Employees of the Plan Sponsor and certain Dependents of such Employees.

The Plan Sponsor agrees to pay, subject to all the provisions of this Plan, including any amendments to this Plan, the benefits hereinafter described to the person or persons who, in the determination of the Plan Administrator, are entitled to such payments while covered hereunder.

The provisions on the following pages are a part of this Plan. Such provisions alone constitute the agreement under which payments will be made, and are a part of this Plan as if recited over the signature hereto affixed.

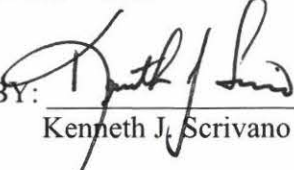
IN WITNESS WHEREOF, Rockford Board of Education School District 205 has caused this restatement of the Plan to be executed at Rockford, Illinois this 8th day of April, 2014.

ROCKFORD BOARD OF EDUCATION SCHOOL DISTRICT #205

BY: 
Ehren R. Jarrett

TITLE: Superintendent

DATE: 4/9/14

BY: 
Kenneth J. Scrivano

TITLE: President of the Board

DATE: 4/8/14

ARTICLE I
GENERAL INFORMATION

PLAN NAME: Rockford Board of Education School District #205
Prescription Drug Plan

EMPLOYER/PLAN SPONSOR: Rockford Board of Education School District #205

**EMPLOYER IDENTIFICATION
NUMBER:** 36-6009416

PLAN YEAR: As of the effective date of this restatement, the Plan Year is the twelve-month period beginning January 1 and ending the following December 31. Effective July 1, 2014, the Plan Year is the twelve-month period beginning July 1 and ending the following June 30.

CONTRIBUTIONS: From the Plan Sponsor and Covered Persons, as determined by the Plan Sponsor.

INTRODUCTIONS: Whereas, Rockford Board of Education School District #205, hereinafter referred to as the Plan Sponsor, desires to maintain a plan to establish health, and certain other benefits for certain employees, the Plan Sponsor does therefore create and establish the ROCKFORD BOARD OF EDUCATION SCHOOL DISTRICT #205 PRESCRIPTION DRUG PLAN, hereinafter referred to as the "Plan."

This Plan is designed to be a benefit program that complements the ROCKFORD BOARD OF EDUCATION SCHOOL DISTRICT #205 HEALTH CARE PLAN, hereinafter referred to as the "Health Care Plan." Where applicable, the terms of the ROCKFORD BOARD OF EDUCATION SCHOOL DISTRICT #205 HEALTH CARE PLAN are incorporated herein by reference.

ARTICLE II

DEFINITIONS

Unless defined differently in this Article II, capitalized words have the same meanings in this Plan as in the Health Care Plan. Different and/or additional definitions for this Plan are as follows:

Brand Name: The term *Brand Name* means a Prescription Drug or Medical Supply sold under a licensed, trademarked or servicemarked name given to the drug or supply by a particular manufacturer for marketing purposes, where only that manufacturer and its licensee(s) have the right to use that name in connection with the Prescription Drug or Medical Supply being sold.

Claims Administrator: The term *Claims Administrator* means the organization(s) designated by the Plan Sponsor to administer claims for benefits under this Plan.

Covered Benefit: The term *Covered Benefit* means those Prescription Drugs and Medical Supplies specifically listed and described as Covered in Article V of this Plan Document and which are: 1) prescribed for the Covered Person's use in connection with the Covered Person's Illness or Injury by a Health Professional with the legal authority to prescribe that Prescription Drug or Medical Supply; 2) actually provided to a Covered Person in connection with that Covered Person's Illness or Injury; and 3) not otherwise excluded by any other provision of the Plan Document. The only benefit which is covered by this Plan without a specific prescription from a Health Professional is insulin and those specific insulin supplies listed in Article V when used to treat a Covered Person's diabetes.

Covered Person: The term *Covered Person* means any individual who is both eligible for coverage and enrolled pursuant to Article III of the Plan. Under Article III, eligibility, enrollment and coverage under this Plan are linked to eligibility, enrollment and coverage under the Health Care Plan. Each person who is a Covered Person under this Plan is subject to the definitions, eligibility and enrollment requirements of the Health Care Plan.

Federal Legend Drug: The term *Federal Legend Drug* means a Prescription Drug which is subject to Section 503(b)(1) of the federal Food and Drug Act but which is exempt from the requirements of Section 502(f)(1) of the federal Food and Drug Act because it meets the requirements set forth in 21 C.F.R. §201.100, including the labeling requirements of 21 C.F.R. §201.100(b).

Generic: The term *Generic* means a Prescription Drug or Medical Supply which has exactly the same functional characteristics or attributes as a Brand Name Prescription Drug or Medical Supply, but which is sold under a common descriptive name rather than a Brand Name.

Health Care Plan: The term *Health Care Plan* means the Rockford Board of Education School District #205 Health Care Plan, as amended from time to time.

Health Professional: The term *Health Professional* means any Physician, dentist, or other healthcare provider who has the legal authority to write a prescription for drugs, medicines or Medical Supplies which are available by law only through prescription.

Medical Supply: The term *Medical Supply* means a good that is: 1) used to treat Illnesses or Injuries; and 2) prescribed by a Health Professional for use in connection with a Covered Person's Illness or Injury.

OTC: The term *OTC* (which refers to "Over the Counter") means a drug or supply which is purchased by a Covered Person without a prescription for that drug or supply written for the Covered Person by a Health Professional who is legally authorized to prescribe the drug or supply being purchased.

Participating Pharmacy: The term *Participating Pharmacy* means a pharmacy or supplier which has a contract or agreement with the Claims Administrator to participate in its managed prescription drug program.

Plan: The term *Plan* means the Rockford Board of Education School District #205 Prescription Drug Plan, which is the subject of this Plan Document.

Plan Document: The term *Plan Document* means this written description of the terms of the Plan, as amended from time to time.

Plan Year: The term *Plan Year* means the fiscal year of the Plan, which runs from January 1 through the following December 31 of each calendar year. Effective July 1, 2014, the Plan Year shall be the twelve-month period beginning July 1 and ending the following June 30.

Prescription Drug: The term *Prescription Drug* means any substance which, by law, may only be sold or dispensed by prescription from a Health Professional; provided, however, that for purposes of this Plan insulin which is being used to treat a Covered Person's diabetes is considered to be a Prescription Drug, even if it is being obtained without a prescription.

Schedule V Drug: The term *Schedule V Drug* means any drug or substance which is listed on Schedule V established by the federal Controlled Substances Act, 21 U.S.C. § 812, as revised from time to time by 21 C.F.R. §1305.15.

ARTICLE III

ELIGIBILITY/ENROLLMENT/TERMINATION PROVISIONS

A. ELIGIBILITY, ENROLLMENT AND COVERAGE

Eligibility, enrollment and coverage under this Plan are all linked to eligibility, enrollment and coverage under the Health Care Plan.

1. Only persons who are eligible for coverage under the Health Care Plan are eligible for coverage under this Plan.
2. Enrollment by an eligible individual in the Health Care Plan automatically enrolls that individual in this Plan.
3. Coverage under this Plan becomes effective at the time the Covered Person first becomes a "Covered Person" under the terms of the Health Care Plan.

B. TERMINATION OF COVERAGE

Except as otherwise provided in Article IV, a Covered Person's coverage under this Plan is terminated automatically at the same time that such Covered Person's coverage is terminated under the Health Care Plan.

C. EMPLOYEE CONTRIBUTIONS

Contributions by Covered Persons are not currently required under this Plan.

ARTICLE IV
CONTINUATION OF COVERAGE (COBRA)

COBRA continuation coverage under the Plan is available under the same terms and conditions as COBRA continuation coverage offered under the Health Care Plan. The failure of a Qualified Beneficiary to elect to receive COBRA continuation coverage under the Health Care Plan shall serve as a waiver of such Qualified Beneficiary's right to elect COBRA continuation coverage under this Plan.

ARTICLE V
SCHEDULE OF BENEFITS

ELIGIBLE CLASSES: Covered Employees, Covered Dependents, and Covered Qualified Beneficiaries.

EFFECTIVE DATE OF COVERAGE: The date the Covered Person becomes covered under the Plan Sponsor's Health Care Plan.

PLAN YEAR: January 1 to December 31. Effective July 1, 2014, the Plan Year is the twelve-month period beginning July 1 and ending the following June 30.

<u>PRESCRIPTION DRUGS AND MEDICAL SUPPLIES</u>		
	Comments and Limitations	
Maximum Lifetime Benefit	NONE	
Annual Deductible	Per Plan Year	NONE
Out -of-Pocket Annual Maximum	Per Plan Year	NONE

<u>Maximum Amount a Member Will Pay</u>			
	Retail Co-Pay	Mail Order Co-Pay	Retail Penalty Co-Pay⁴
Tier 1 Generic ¹	\$15	\$30	\$30
Tier 2 Preferred ²	\$40	\$80	\$80
Tier 3 Non-Preferred ³	\$60	\$120	\$120

Note that the co-payment amounts listed in the chart above represent the maximum amounts that a member will pay. A member will pay the lesser of the co-pay or the actual price of the prescription drug. Certain Prescription Drugs or Medical Supplies may also qualify to be provided with zero co-payments. For example, all Prescription Drugs and Medical Supplies that are categorized as “contraception” will be provided with zero co-payments.

Further information regarding the Prescription Drugs or Medical Supplies for which no co-payment will be due may be found on Schedule A as prepared by the Plan’s prescription drug vendor and identifying covered benefits.

Notes:

- 1 Tier 1 drugs are generally generic drugs.
- 2 Tier 2 drugs are generally preferred brand drugs with no generic equivalent.
- 3 Tier 3 drugs are generally non-preferred brand drugs, which typically also have a preferred brand and/or a generic drug equivalent.
- 4 In addition, after a member has filled the same maintenance prescription at a retail establishment three times, the member will have to pay the higher mail order co-pay amount for a fourth refill of the same prescription at a retail establishment.

Dispensing Limitations	Retail: Maximum 30-day supply
	Mail: Maximum 90-day supply

Subject to certain prior authorization, ordering, and dispensing limitations, the following items constitute Covered Benefits:

Covered Prescription Drugs

- All Federal Legend Drugs which are not specifically excluded in this Plan Document or on Schedule A as prepared by the Plan's prescription drug vendor and identifying covered benefits.
- All compounded Prescription Drugs in which at least one ingredient is a Federal Legend Drug which is not specifically excluded by this Plan Document or on Schedule A as prepared by the Plan's prescription drug vendor and identifying covered benefits.
- Selected Injectable forms of Prescription Drugs which are otherwise covered.
- Migraine medications (injectable form).
- Such other prescription drugs as identified on Schedule A as prepared by the Plan's prescription drug vendor and identifying covered benefits.

Covered Medical Supplies

- Emergency allergic kits
- Insulin syringes with or without needles (including OTC)
- Disposable needles (all)

The following diabetic supplies:

- Lancets
- Test strips, tape
- Continuous glucose monitors, transmitters or sensors
- Such other supplies as identified on Schedule A as prepared by the Plan's prescription drug vendor and identifying covered benefits.

ARTICLE VI
GENERAL BENEFITS INFORMATION

GENERAL: Article V provides a summary listing of Covered Benefits under the Plan. More specific information is available from the Plan Sponsor and Claims Administrator. The Plan will reimburse Covered Persons for all Covered Expenses incurred for these Covered Benefits at the rates shown on the Schedule of Benefits. All Covered Benefits are subject to: 1) the Deductibles and maximum limitations described in Article V, if any; and 2) the Exclusions listed in Article VII.

USE OF PARTICIPATING PHARMACIES: When a Covered Person obtains a Covered Benefit from a Participating Pharmacy, the Covered Person will pay only the Co-Payment amount shown on the Schedule of Benefits and the remainder of the Covered Expense will be paid directly by the Plan Sponsor. The Covered Person does not have to submit a separate claim for benefits in that situation. If a Covered Person obtains a Covered Benefit from a pharmacy or supplier which is not a Participating Pharmacy, the Covered Person may be required to pay all of the Covered Expense and submit a claim for reimbursement to the Plan Sponsor or Claims Administrator. Benefits will be paid at the co-payment percentages as outlined in the Schedule of Benefits, **subject to a maximum of the Usual and Customary for the Covered Expense.** Procedures for submitting claims are available from the Plan Sponsor or Claims Administrator.

The Co-Payment amount for Covered Benefits may include a penalty for filling a maintenance prescription at a retail establishment more than three times. The amount of the retail Co-Payment penalty is set forth in Article V above. A mail order prescription (usually a 90-day prescription with three refills) would allow Participants to avoid this retail Co-Payment penalty. Mail order prescription forms are available from the Plan Sponsor's Human Resources Department, or online.

PRIOR AUTHORIZATION REQUIREMENT: Some Prescription Drugs and Medical Supplies listed as a Covered Benefit may be covered only if the Covered Person first obtains prior authorization from the Claims Administrator before obtaining the Prescription Drug or Medical Supply. Prior authorization requirements may vary from time to time and case to case, depending on new and alternative Prescription Drugs which may come out and individual utilization requirements. Procedures for obtaining prior authorization are available from the Plan Sponsor or Claims Administrator.

MAIL ORDER ONLY: Some Prescription Drugs and Medical Supplies listed as a Covered Benefit may be covered only if they are obtained through the Claims Administrator's mail order program. This list of Prescription Drugs and Medical Supplies that must be ordered by mail may change from time to time.

ADMINISTRATIVE LIMITATIONS: All Covered Benefits are subject to certain dispensing and refill limitations. Covered Persons should consult with the Plan Sponsor or Claims Administrator regarding these requirements.

MAIL PURCHASE BENEFIT LEVELS: Different reimbursement levels and dispensing levels apply to Covered Benefits purchased through the Claims Administrator by mail. Procedures for mail purchases are available from the Plan Sponsor or Claims Administrator.

ARTICLE VII **EXCLUSIONS**

SECTION I—SPECIFIC DRUGS AND SUPPLIES WHICH ARE EXCLUDED

The following are excluded under the Plan and are not Covered Benefits, whether or not the Covered Person has a prescription for the item being purchased:

A. EXCLUDED DRUGS

- anything purchased OTC, other than OTC insulin for a Covered Person's diabetes
- intra-vaginal fertility medications
- any smoking deterrents in excess of a 90-day supply (180-day supply for Chantix) per calendar year of prescription smoking deterrents
- OTC smoking deterrents
- vitamin A derivatives, other than prescriptions for dermatologic/cosmetic use up to age 26.
- fluoride preparations
- anti-obesity medications
- cosmetic drugs
- vitamins (other than prenatal vitamins with a prescription)
- immunization agents that are not covered by the Health Care Plan
- biological sera
- blood components
- all Schedule V Drugs

B. EXCLUDED MEDICAL SUPPLIES

- Non-insulin syringes/needles
 - reusable needles
 - reusable syringes with or without needles (non-insulin only)
 - disposable syringes with or without needles (non-insulin only)
 - alcohol swabs
- Glucometers

SECTION II—GENERAL LIMITATIONS AND EXCLUSIONS
APPLICABLE TO ALL BENEFITS UNDER THIS PLAN

No payment will be made under this Plan in any event for any of the following, and none of the following will be considered to be a Covered Benefit under this Plan:

1. Any substance, service or supply for which the Covered Person does not have a valid prescription from a Health Professional who has the legal authority to prescribe such substance, service or supply.
2. Prescription Drugs or Medical Supplies for routine or preventive medical care when there is no complaint of an Injury or Illness;
3. Care, treatment, services or supplies not recommended and approved by the Covered Person's attending Health Professional;
4. Any Prescription Drug or Medical Supply which is not Medically Necessary;
5. Any Prescription Drug or Medical Supply which is used in connection with any course of treatment, supply or service which is not a covered benefit under the Health Care Plan or to treat any condition which is excluded from coverage under the Health Care Plan. Without limiting this general statement, Prescription Drugs and Medical Supplies are excluded from coverage under the Plan if used in connection with any of the following:
 - a. Any Experimental Treatment; provided, however, that the Plan Sponsor may, in its discretion, agree to cover Experimental Treatment provided that each of the following conditions is met:
 1. the Experimental Treatment involves treatment which is in any phase of FDA-approved clinical trials; and
 2. preliminary research indicates that the Experimental Treatment is as or more effective for the Covered Person's condition than conventional alternatives; and
 3. the Experimental Treatment has been recommended by the Covered Person's Physician; and
 4. the Experimental Treatment will cost the Plan Sponsor no more than the conventional treatment which would be the alternative to the Experimental Treatment; provided, however, that if the requested Experimental Treatment is more expensive than the alternative conventional treatment, at the Covered Person's request the Plan Sponsor may agree to cover the cost of the Experimental Treatment up to the amount which the Plan Sponsor determines, in its discretion, is the probable cost of the alternative conventional treatment, with the Plan Sponsor having no responsibility for the excess cost of the Experimental Treatment above that amount; and

5. the Experimental Treatment will take the place of alternative conventional treatment, and in the event the Experimental Treatment fails the Plan will not provide benefits for the alternative conventional treatment.
 - b. diet pills, diet injections, or diet therapy group meetings or visits.
 - c. any treatment or services related to sex transformations or sexual dysfunctions or inadequacies, other than diagnosis and treatment of organic impotency.
 - d. any treatment or service resulting from an Occupational Illness or Occupational Injury.
 - e. any treatment or service resulting from intentionally self-inflicted injuries or suicide, whether the Covered Person is sane or insane.
 - f. any treatment or service which is covered by no-fault (automobile) state provisions or other similar legislation. An eligible expense not paid by automobile insurance as primary will be considered for secondary coverage by this plan.
 - g. any expenses which the Covered Person (or individual legally responsible for such Covered Person) has no legal obligation or financial liability to pay.
 - h. treatment for obesity or weight reduction or complications thereof, except for morbid obesity, limited to one Surgical Procedure per Lifetime per the Health Care Plan.
 - i. any condition, disability, or expense resulting from or sustained as a result of being engaged in an illegal act or occupation, commission or attempted commission of an assault of a felonious act, or from participation in civil insurrection or riot.
 - j. any condition, disability, or expense, resulting from or sustained as a result of duty as a member of the armed forces of any nation or an act of war declared or undeclared, or by an atomic explosion or other release of nuclear energy whether in peacetime or wartime and whether intentional or accidental (except only when being used solely for medical treatment of disease or injury.)
6. Any Prescription Drugs or Medical Supplies which are payable under any privately supported medical research program.
7. Expenses which exceed Usual and Customary.
8. Prescription Drugs or Medical Supplies compensated for or furnished by the local, state or federal government.
9. Any services, charges or expenses for benefits which are not specifically listed and described in Article V of this Plan Document.

10. Any Prescription Drug or Medical Supply which is a Covered Benefit under the Health Care Plan.
11. Any Prescription Drug or Medical Supply which is subject to a prior authorization requirement, mail order requirement, and/or dispensing limitation, where the Covered Person does not obtain the Prescription Drug or Medical Supply in compliance with such requirement(s) or limitation(s).
12. Any Prescription Drug or Medical Supply in a quantity which in excess of what has been prescribed by a Health Professional.
13. Any Prescription Drug or Medical Supply the prescription for which is filled or refilled more than 365 calendar days from the date of the prescription.

ARTICLE VIII

COORDINATION OF BENEFITS

A. INCORPORATION OF HEALTH CARE PLAN TERMS

This Coordination of Benefits (“COB”) provision applies to this Plan when a Covered Person has health care coverage under both this Plan and another health plan. Benefits under this Plan will be coordinated with the other health plan according to the Coordination of Benefits provisions of the Plan Sponsor’s Health Care Plan.

B. FACILITY OF ADMINISTRATION

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

The Claims Administrator is authorized to determine which facts it needs to apply the COB rules that apply to this Plan. The Claims Administrator may condition the payment of benefits on the receipt of facts it needs to apply those rules, and it may get needed facts from, or give them to, any other organization or person, subject to applicable law. The Claims Administrator need not tell, nor get the consent of, any person to do this. Each person claiming benefits under this Plan is required to provide the Claims Administrator with any facts it reasonably needs to determine coverage.

Without limiting the foregoing, when the Plan is secondary to another health plan that covers a Covered Person, and the Covered Person loses coverage under that other health plan such that this Plan will become primary, it is incumbent upon the Covered Person to provide documentation adequate to the Plan Administrator, in its sole discretion, evidencing the date the Covered Person lost coverage under the other health plan. Such documentation might include a “certificate of creditable coverage” from the other health plan, and must be received by Human Resources within 30 days of the date of loss of coverage.

If a payment made under another health plan includes an amount which should have been paid under this Plan, the Plan Sponsor may pay that amount to the organization which made the payment. That amount will then be treated as though it were a benefit paid under this Plan. The Plan Sponsor will not have to pay that amount again. The term “payment made” includes

providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

If the amount of the payments made by the Plan Sponsor is more than it should have been under this COB provision, it may recover the excess from one or more of the persons, insurance companies, or other organizations it has paid. The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

SUBROGATION

In the event of any payment for services under this Plan, the Plan shall, to the extent of such payment, be subrogated to all the rights of recovery of the Covered Employee or Dependent arising out of any claim or cause of action which may result in payment to the Covered Employee and/or Dependent as a result of legal action or settlement. The Plan Sponsor shall have a lien upon any such recovery. Any such Covered Employee or Dependent hereby agrees to reimburse the Plan for any such benefits so paid hereunder, out of any monies recovered from such judgment, settlement or otherwise; and such covered employee or dependent hereby agrees to take such action, to furnish such information and assistance, and to execute and deliver all necessary documents as the Plan may require to facilitate the enforcement of their rights. Failure to cooperate will terminate the Covered Person's right to coverage under this Plan.

RECOVERY OF BENEFIT OVERPAYMENT

If any Plan benefit paid to or on behalf of the Covered Employee or his Covered Dependent should not have been paid or should have been paid in a lesser amount, and the employee fails to repay the amount promptly, the overpayment may be recovered by the Plan Sponsor from any monies then payable, or which may become payable, in the form of salary, wages or benefits payable under any Plan Sponsor's benefit plan or program including this Plan. The Plan Sponsor also reserves the right to recover any such overpayment by appropriate legal action.

ARTICLE IX MISCELLANEOUS PROVISIONS

ELIGIBILITY PRIOR TO EFFECTIVE DATE

Eligibility for and the amount of benefits, if any, payable with respect to Employees of the Plan Sponsor or their Dependents, prior to this effective date shall be determined in accordance with any applicable group benefit plan maintained by the Plan Sponsor at that time. As of the effective date, eligibility for, and the amount of benefits, if any, payable with respect to employees of the Plan Sponsor or their Dependents shall be determined pursuant to terms and conditions of this Plan document.

PLAN TERMINATION AND MODIFICATION

It is the intent of the Plan Sponsor to maintain this Plan indefinitely. However, the Plan Sponsor may terminate the Plan, modify or amend the Plan without prior notice to or, consent of, any Covered Person, unless otherwise prohibited by any Bargaining Agreement.

Changes shall become effective as of the date established by the Plan Sponsor.

With respect to the Plan, the language, provisions, and stipulations contained in this document represent the document in its entirety. The intent of prior language, memos, practices, and side agreements not specifically addressed by this document are no longer applicable or enforceable.

NO EMPLOYMENT CONTRACT

Nothing in the Plan shall confer any rights of continued employment to any employee of the Plan Sponsor or in any way alter an employee's employment status with the Plan Sponsor. Furthermore, the Plan does not constitute a contract of employment.

APPLICABLE LAW

The Plan shall be construed and administered in accordance with the Public Health Service Act and with the laws of the State of Illinois.

MISTAKE OR MISSTATEMENT OF FACT

Any mistake of fact or misstatement of fact shall be corrected when it becomes known and the proper adjustment will be made by reason thereof.

PROTECTION AGAINST CREDITORS

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishments, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void.

If the Plan Sponsor shall find that such an attempt had been made with respect to any payment due, or to become due, to any Covered Person, the Plan Sponsor in its sole discretion may terminate the interest of such Covered Person in such payment, and in such case shall apply the amount of such payment to or for the benefit of such Covered Person, his spouse, parent, adult child, guardian or a minor child, brother or sister, or other relative of a Dependent of such Covered Person as the Plan Sponsor may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment.

SEVERABILITY

In the event that any provision of the Plan shall be held to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of the Plan and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained in the Plan.

INFORMATION TO BE FURNISHED

A Covered Person shall furnish to the Claims Administrator such documents, data, or other information as the Claims Administrator considers necessary or desirable for the purpose

of administering the Plan. The benefits payable under the Plan to or on behalf of a Covered Person are conditioned on the Covered Person's furnishing full, true, and complete documents, data, or other information reasonably related to the administration of the Plan requested by the Claims Administrator.

GENDER AND NUMBER

Where the context of the Plan allows, words in the masculine gender include the feminine gender and words in the feminine gender include the masculine gender, words in the singular include the plural and words in the plural include the singular.

HEADINGS

The headings of the Plan are for reference only and shall not determine the interpretation or construction of this Plan.

PAYMENT OF BENEFITS

Benefits payable under this Plan for any Covered Expense which is not paid directly by the Plan Sponsor will be paid to a Covered Person upon receipt of adequate proof of the Covered Expense. Any amount of Covered Expense that is in excess of the Usual and Customary, or any Covered Expense that would not have been charged in the absence of this Plan, shall not be eligible for reimbursement under this Plan.

If any benefit under this Plan shall be payable to the estate of a Covered Person, or to any Covered Person who is not competent to give a valid release, the Plan may pay such benefit to any relative by blood or by marriage of the Covered Person who is deemed by the Plan to be equitably entitled thereto. Any payment made pursuant to this provision shall fully discharge the Plan to the extent of such payment.

DESCRIPTION OF BENEFITS

Upon written request, the Plan Sponsor shall make available to any Covered Employee a copy of this Plan document. The Plan Sponsor may also issue to each Covered Employee such other materials related to this Plan as is required by applicable law. Such materials are not part of this Plan and are only representations of benefits described herein. The Claims Administrator shall not recognize the right of any Covered Person to recovery as a result of statements made in such materials. In the case of any conflict between the provisions of this Plan and such materials, the provisions of this Plan shall control.

IDENTIFICATION CARDS

The Claims Administrator shall issue to each Covered Employee an identification card (or cards) indicating that the individual is eligible to receive benefits from the Plan. If termination of the employment of a Covered Employee has occurred in accordance with the provisions in this Plan, possession of the identification card in no way makes the Plan liable for any benefits to which he is not entitled.

NO LOSS - NO GAIN

During the period in which any Covered Person, in the absence of this provision, would be deprived of coverage or have his coverage reduced because of an effective date provision, the benefits to which he is entitled under this Plan shall not exceed the lesser of the amount of benefits, if any, which were provided by the former Plan, reduced by the amount actually paid or payable under such Plan; or the amount of benefits provided by the terms of this Plan.

PROOF OF COVERED EXPENSES

Written proof covering the occurrence, the character and the extent of Covered Expenses incurred with a pharmacy or supplier must be furnished to the Claims Administrator within one year of the date the Covered Benefit which resulted in the Covered Expense was furnished to the Covered Person.

Failure to furnish notice of proof within the required time shall not invalidate nor reduce any claim if it shall be shown that notice or proof was given as soon as was reasonably possible, but in no event, except in the absence of legal capacity of the Covered Person, later than two years from the date on which Covered Expenses were incurred.

The Claims Administrator shall furnish such forms as are usually furnished by it for filing proof of Covered Expenses.

No action at law or equity will be permitted to be brought for recovery under this Plan prior to the exhaustion of the administrative appeal procedures. No such action will be permitted to be brought at all unless brought within 60 days from the expiration of time within which proof of loss is required by the Plan, provided that this time limitation is not prohibited by law. Then and in that event, no suit or action under this Plan shall be sustainable unless commenced with the shortest limitation permitted by such laws.

Failure to insist upon compliance with any provision of this Plan at any given time or times or under any given set or sets of circumstances shall not operate to waive or modify such provisions, or in any matter whatsoever to render it unenforceable, whether the circumstances are, or are not, the same.

AMOUNTS OF COVERAGE

The amount of coverage for a Covered Person under this Plan shall conform to that provided in the Schedule of Benefits of this Plan.

CHANGES IN AMOUNTS OF COVERAGE

Any change in the amount of benefits payable under this Plan due to an increase or decrease in such benefits shall apply only to a claim which is incurred, or a period of disability, or a Hospital confinement which commences after the effective date of such change in benefits. The benefits in effect prior to the effective date of the change shall continue in effect for a particular disability or Hospital confinement of any Covered Person except, in the case of a

Covered Dependent, the effective date of the change in benefits shall be the end of the period of disability.

ASSIGNMENT OF BENEFITS

Subject to any written direction of the Covered Employee in a request for coverage or otherwise, all or a portion of the benefits, if any, provided by this Plan for Covered Benefits may, at the Plan Sponsor's option, and unless the Covered Employee requested otherwise in writing no later than that time proof of Covered Expenses is filed, be paid directly to the facility or Health Professional providing such Covered Benefits.

Except so far as may be contrary to the laws of any State having jurisdiction in the premises, the coverages and other benefits under this Plan shall be exempt from execution, attachment garnishment or other legal or equitable process, for the debts of the Plan Sponsor's employees or their Dependents.

CLERICAL ERROR

Neither clerical error in keeping records pertaining to the coverage, nor delays in making entries thereon shall invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated, but upon discovery of such error or delay, an equitable adjustment of contributions, if any, shall be made.

AMERICANS WITH DISABILITIES ACT/FAMILY MEDICAL AND LEAVE ACT

The Plan has not been created to violate the Americans with Disabilities Act (ADA), the ADA Amendments Act of 2008 (ADAAA), or the Family Medical and Leave Act (FMLA). Should it be determined that a provision of the Plan is in violation with any applicable law, the Plan shall be amended.

ARTICLE X **ADMINISTRATION**

NAMED FIDUCIARY, PLAN ADMINISTRATION AND PROCEDURE ALLOCATION OF RESPONSIBILITIES

The Administrator of the Plan shall be such person as may be appointed from time to time by the Board of the Plan Sponsor and shall perform those duties as hereinafter set forth in this Plan. The extent of the Plan Administrator's powers shall include the power to apply the terms of the plan in order to make an initial determination of eligibility for benefits and to administer the Plan in accordance with its terms. The Plan Administrator shall maintain such records as may be necessary to determine which employees are eligible, supply such information relating to Covered Employees as may be required for the proper allocation of the Plan Sponsor's contributions and forfeitures, and for the determination as to the time of, and amount of, benefits for participants. The Claims Administrator does not have the authority to amend, modify, or exercise discretion with respect to the Plan.

REPORTS

The Plan Sponsor shall file all reports and documents which may be required to be filed by the Plan Sponsor by either statute or regulations excepting those which pertain to the management, investment, or accounting for the assets of the Plan or such other reports or documents which are required to be filed either by law, custom or agreement.

CLAIMS PROCEDURE

All claims against the Plan for Covered Benefits which were not paid directly by the Plan Sponsor, including claims for benefits initially denied by the Plan Sponsor, shall be made in writing and filed with the Claims Administrator. Any such claims shall state the name and address of the person making the claim, the nature of the claim and the relief sought from the Plan, including the amount of money demanded, if any.

Within sixty (60) days from the date of receipt of any such claim, the Claims Administrator shall provide such claimant with a written approval or denial, either partial or complete, by mailing a copy of such decision to the claimant at his last known address, or personally presenting such decision to the appropriate employee.

In the event such decision is a denial in whole or in part of the claim, such written decision shall set forth the specific reasons for denial of the claim:

1. The reason(s) why his claim or a portion of it was denied;
2. Reference to Plan provisions on which the denial was based;
3. What additional information, if any, is required to perfect the claim and why the information is necessary;
4. What steps may be taken if the Participant wishes to appeal the decision

APPEAL PROCEDURE

In the event of a denial by the Claims Administrator of a claim, and if the claimant does not wish to abide by the decision of the Claims Administrator, within sixty-five (65) days of receipt of the decision of the Claims Administrator, the Claimant shall submit a written appeal to the Claims Administrator. Such appeal shall include all information on which the Claimant relies or wishes the Claims Administrator to consider in connection with the appeal.

Within sixty (60) days of receipt of the resubmitted claim and previous decision, the Claims Administrator shall render another written decision on such claim either approving or disapproving the claim in whole or in part. Notice of such decision shall be given to the Claimant by mailing a copy to him at his last known address, or personally presenting such decision to the appropriate Claimant.

If the Claims Administrator denies the Claimant's appeal, in whole or in part, within sixty-five (65) days of receipt of the Claims Administrator's decision the Claimant may submit

an appeal directly to the Plan Sponsor, by mailing or delivering such appeal to the Plan Sponsor's Executive Director of Total Rewards. Such appeal must be in writing, must include a copy of the original claim, original denial, initial appeal, appeal decision, and any other information which the Claimant wishes the Plan Sponsor to consider. The Plan Sponsor will issue a written determination regarding the Claimant's appeal within sixty (60) days of the date it receives the appeal.

If the claimant still does not wish to abide by the decision of the Plan Sponsor, he shall be entitled to all other further remedies at law or in equity.

LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of the Plan Sponsor, except for any officer or employee of the Plan Sponsor who is acting in a fiduciary capacity, shall incur any personal liability of any nature for acts done or omitted to be done in good faith in connection with his duties relative to the Plan.

ARTICLE XI **PRIVACY OF PROTECTED HEALTH INFORMATION**

DEFINITIONS

- a. "Protected Health Information" shall have the same meaning as the term "protected health information" in Title 45, Code of Federal Regulations, Section 160.103, limited to the information created or received by the Plan or the Plan Sponsor.
- b. "Required by Law" shall have the same meaning as the term "required by law" in Title 45, Code of Federal Regulations, Section 164.103.

PERMITTED DISCLOSURES OF PROTECTED HEALTH INFORMATION TO THE PLAN SPONSOR

- a. The Plan, or a health insurance issuer with respect to the Plan, may disclose Protected Health Information to the Plan Sponsor in order for the Plan Sponsor to carry out plan administration functions only consistent with the provisions of Title 45, Code of Federal Regulations, Section 164.504(f)(2) and provided the disclosure is consistent with the conditions of disclosure as set forth below. Any such disclosure must be consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). For these purposes, the term "Plan administration functions" is defined in Title 45, Code of Federal Regulations, Section 164.504(a) and includes functions such as quality assurance, claims processing, auditing, and monitoring.
- b. The Plan may not disclose Protected Health Information to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

- c. The Plan, or a health insurance issuer or business associate that does business with the Plan, may disclose summary health information (as defined in Title 45, Code of Federal Regulations, Section 164.504(a)) to the Plan Sponsor for the following purposes: (A) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (B) modifying, amending, or terminating the Plan.
- d. The Plan, or a health insurance issuer business associate that does business with the Plan, may disclose to the Plan Sponsor information on whether an individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer offered by the Plan.

CONDITIONS OF DISCLOSURE; OBLIGATIONS OF THE PLAN SPONSOR

- a. The Plan Sponsor agrees that, with respect to any Protected Health Information disclosed to it by the Plan (or a health insurance issuer or business associate with respect to the Plan), it will assume the following obligations and responsibilities, as required under Title 45, Code of Federal Regulations, Section 164.504(f)(2)(ii):
 - 1. *Prohibitions on Unauthorized Use or Disclosure.* The Plan Sponsor will not use or further disclose the Protected Health Information other than as permitted or required by the Plan or as Required by Law.
 - 2. *Restrictions on Agents.* The Plan Sponsor will ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to Protected Health Information.
 - 3. *Employment-Related Actions.* The Plan Sponsor will not use or disclose the Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
 - 4. *Reporting of Disclosures.* The Plan Sponsor will report to the Plan any use or disclosure of the Protected Health Information that is inconsistent with the uses or disclosures provided for of which it becomes aware.
 - 5. *Access of Individuals to Protected Health Information.* The Plan Sponsor will make available Protected Health Information about an individual which the Plan Sponsor created or received for or from a health insurance issuer and that is in the Plan Sponsor's control so that the Plan may meet its access obligations under Title 45, Code of Federal Regulations, Section 164.524.
 - 6. *Amendment to Protected Health Information.* The Plan Sponsor shall make available Protected Health Information for amendment and

incorporate any amendments to Protected Health Information in accordance with Title 45, Code of Federal Regulations, Section 164.526.

7. *Accounting of Disclosures.* The Plan Sponsor will make available the information required to provide an accounting of disclosures in accordance with Title 45, Code of Federal Regulations, Section 164.528.
8. *Inspection of Records and Books.* The Plan Sponsor shall make available to the Plan or to the Secretary of the Department of Health and Human Services (or his or her designee) all internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan for purposes of determining the Plan's compliance with Title 45, Code of Federal Regulations, part 164, subpart E, subject to attorney-client and other applicable legal privileges.
9. *Retention of Protected Health Information.* The Plan Sponsor will, if feasible, return or destroy all Protected Health Information received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
10. *Separation Between the Plan and the Plan Sponsor.* The Plan Sponsor will ensure that the adequate separation between the Plan and Plan Sponsor, required in Title 45, Code of Federal Regulations, Section 164.504(f)(2)(iii), is established, as set forth below.
 - b. The Plan shall not disclose and may not permit a health insurance issuer or business associate that does business with the Plan to disclose Protected Health Information to a Plan Sponsor as otherwise permitted herein unless the Plan has issued a notice of privacy practices to plan participants that includes a statement, as required by Title 45, Code of Federal Regulations, Section 164.520(b)(1)(iii)(C), to the effect that the Plan, or any health insurance issuer providing benefits under the Plan, may disclose Protected Health Information to the Plan Sponsor.
 - c. The Plan, or a health insurance issuer or business associate that does business with the Plan, may disclose Protected Health Information to the Plan Sponsor only upon the receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions required by Title 45 Code of Federal Regulations, Section 164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure as set forth in this Article.

ADEQUATE SEPARATION BETWEEN THE PLAN AND THE PLAN SPONSOR

- a. The employees of the Plan Sponsor who may receive or use Protected Health Information for plan administration functions will be the members of the

Employee Benefits Committee established by the Plan Sponsor and those employees who have been assigned plan administration functions relating to the Plan by the Employee Benefits Committee. In addition, the General Counsel for the Plan Sponsor and his or her staff may be given access to Protected Health Information to the extent determined by the General Counsel for the Plan Sponsor, consistent with paragraph (b).

- b. Access to and use of Protected Health Information by the employees described in paragraph (a) shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.
- c. Any issues of an alleged noncompliance with the provisions of this Article by the persons described in paragraph (a), or the use or disclosure of Protected Health Information, shall be referred to the General Counsel for the Plan Sponsor for recommendations to the appropriate person as to possible disciplinary action under the Plan Sponsor's employee discipline and termination policies and procedures. The Plan Sponsor will cooperate with the Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Covered Person, the privacy of whose Protected Health Information may have been compromised by the breach, violation or noncompliance.

SAFEGUARDING OF ELECTRONIC PROTECTED HEALTH INFORMATION

- a. The Plan Sponsor shall reasonably and appropriately safeguard Electronic Protected Health Information (as that term is defined in Title 45, Code of Federal Regulations, Section 160.103) that is created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan.
- b. The Plan Sponsor shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Plan, consistent with the requirements of Title 45, Code of Federal Regulations, Section 164.306.
- c. The Plan Sponsor shall ensure that the adequate separation as described above and consistent with Title 45, Code of Federal Regulations, Section 164.504(f)(2)(iii) is supported by reasonable and appropriate Security Measures, as such term is defined in Title 45, Code of Federal Regulations, Section 164.304.
- d. The Plan Sponsor shall ensure that any agent to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect such information.
- e. The Plan Sponsor shall report to the Plan any Security Incident, as defined in Title 45, Code of Federal Regulations, Section 164.304, of which it becomes aware.

ARTICLE XII
COMPLIANCE WITH OTHER FEDERAL MANDATES

To the extent applicable to a group health plan sponsored by a governmental entity, the Plan shall comply with the requirements of all applicable Federal laws, including the following (which are applicable to the Plan by virtue of Section 9815 of the Internal Revenue Code of 1986), effective as of the effective date of this restatement as set forth above, unless such effective dates are otherwise delayed by law or administrative action:

1. Section 2704 of the Public Health Service Act, 42 U.S.C. § 300gg-3, which prohibits certain preexisting condition exclusions, effective as of January 1, 2011 for Participants under 19 years of age and as of January 1, 2014 for all other Participants.
2. Section 2705 of the Public Health Service Act, 42 U.S.C. § 300gg-4, which prohibits certain discrimination against individual Participants based on health status.
3. Section 2706 of the Public Health Service Act, 42 U.S.C. § 300gg-5, which prohibits certain discrimination with respect to participation under the Plan or coverage against any health care provider who is acting within the scope of that provider's license or certification; provided, however, the Plan is not required to contract with any health care provider notwithstanding that provider's willingness to abide by the terms and conditions for participation established by the Plan.
4. Section 2708 of the Public Health Service Act, 42 U.S.C. § 300gg-7, which prohibits certain excessive waiting periods for coverage.
5. Section 2709 of the Public Health Service Act, 42 U.S.C. § 300gg-8, which prohibits certain restrictions on coverage applicable to individuals participating in approved clinical trials.
6. Section 2711 of the Public Health Service Act, 42 U.S.C. § 300gg-11, which prohibits certain lifetime and annual limits on the dollar value of benefits for any Participant, effective as of January 1, 2011.
7. Section 2712 of the Public Health Service Act, 42 U.S.C. § 300gg-12, which prohibits certain rescissions of coverage of any Participant, effective as of January 1, 2011.
8. Section 2713 of the Public Health Service Act, 42 U.S.C. § 300gg-13, which mandates coverage for and prohibits certain cost sharing requirements for certain preventive health services, effective as of January 1, 2011.

9. Section 2715(d) of the Public Health Service Act, 42 U.S.C. § 300gg-15(d), which mandates the disclosure to Participants of a summary of benefits and coverage explanation, effective as of January 1, 2013.
10. Section 2719 of the Public Health Service Act, 42 U.S.C. § 300gg-19, which mandates the implementation of an appeals process meeting the requirements of that section, effective as of January 1, 2011.
11. Section 2719A of the Public Health Service Act, 42 U.S.C. § 300gg-19a, which mandates certain patient protections pertaining to the selection of a primary care provider, coverage of emergency services, and access without preauthorization or referral for certain women's health care services, effective as of January 1, 2011.
12. Section 2726 of the Public Health Service Act, 42 U.S.C. § 300gg-26, which mandates certain minimum requirements of parity between mental health or substance abuse disorder benefits and medical and surgical benefits.
13. Section 2727 of the Public Health Service Act, 42 U.S.C. § 300gg-27, which mandates coverage for certain forms of reconstructive surgery.



2015 Express Scripts National Preferred Formulary

ANTI-INFECTIVES

Antifungal Agents

fluconazole
nystatin oral suspension

Antivirals

acyclovir
TAMIFLU
valacyclovir
VICTRELIS
VIEKIRA PAK

Cephalosporins

cefдинир
cefuroxime
cephalexin

Erythromycins & Other

Macrolides
azithromycin
clarithromycin

Penicillins

amoxicillin
amoxicillin/potassium
clavulanate
penicillin v potassium

Quinolones

ciprofloxacin
levofloxacin
moxifloxacin

Tetracyclines

doxycycline hyclate
doxycycline monohydrate
minocycline
ORACEA
SOLODYN 55 MG, 65 MG,
80 MG, 105 MG, 115 MG

Urinic Tract Agents

nitrofurantoin monohydrate/
macrocrystals

Misc. Anti-Infectives

BETHKIS
clindamycin hcl
hydroxychloroquine
metronidazole
sulfamethoxazole/
trimethoprim
XIFAXAN

ANTINEOPLASTIC & IMMUNOSUPPRESSANT DRUGS

anastrozole
azathioprine
methotrexate
SANDIMMUNE SOLUTION
SOMATULINE DEPOT [INJ]
SPRYCEL
tamoxifen
ZYTIGA

AUTONOMIC & CNS DRUGS, NEUROLOGY & PSYCH

Anticonvulsants

clonazepam
divalproex delayed-release
divalproex ext-release
FYCOMPA
gabapentin
GRALISE
lamotrigine
levetiracetam
LYRICA
oxcarbazepine
OXTellar XR
POTIGA

topiramate
VIMPAT

Antiparkinsonism Agents

AZILECT
carbidopa/levodopa
MIRAPEX ER
pramipexole
ropinirole

Misc. Neurological Therapy

AMPYRA
COPAXONE [INJ]
donepezil
EXELON PATCHES
GILENYA
NAMENDA
NAMENDA XR
NUDEXTA
TECFIDERA

Antipsychotics

ABILIFY, ABILIFY DISCMLT
LATUDA
olanzapine
quetiapine
risperidone
SEROQUEL XR

Misc. Psychotherapeutic Agents

DAYTRANA
dextroamphetamine/
amphetamine
dextroamphetamine/
amphetamine ext-release
FOCALIN XR 5 MG, 10 MG,
20 MG, 25 MG, 35 MG
guanfacine ext-release
methylphenidate ext-release
modafinil
NUVIGIL
QUILLIVANT XR
STRATTERA
VYVANSE

Antivertigo & Antiemetic Drugs

meclizine hcl
ondansetron
ondansetron orally
disintegrating tablets
SANCUSO

Anxiolytics

alprazolam
buspirone
diazepam
lorazepam

Hypnotic Agents

eszopiclone
temazepam
zolpidem
zolpidem ext-release

Migraine & Cluster Headache Therapy

butorbital/acetaminophen/
caffeine
RELPAK
rizatriptan
rizatriptan orally
disintegrating tablets
sumatriptan
SUMAVEL DOSEPRO [INJ]
TREXIMET
ZOMIG NASAL

Narcotic Analgesics

acetaminophen/codeine
BUTRANS
fentanyl patch
hydrocodone/acetaminophen
hydrocodone/ibuprofen

hydromorphone
LAZANDA
methadone
morphine sulfate ext-release
NUCYNTA, NUCYNTA ER
OPANA ER
oxycodone
oxycodone/acetaminophen
OXYCONTIN

Narcotic Antagonists

SUBOXONE SL FILM
ZUBSOLV

Non-Narcotic Analgesics

tramadol
tramadol/acetaminophen

Misc. Analgesics

MONOVISC [INJ]
ORTHOVISC [INJ]
SYNISC [INJ]
SYNISC-ONE [INJ]

Selective Serotonin Reuptake Inhibitors

BRISDELLE
citalopram
escitalopram
fluoxetine
paroxetine
sertraline
VIBRYD

Tricyclics

amitriptyline
doxepin
nortriptyline

Misc. Antidepressants

bupropion
bupropion ext-release
(12 hour)
bupropion ext-release
(24 hour)
duloxetine delayed-release
mirtazapine
PRISTIQ
trazodone hcl
venlafaxine
venlafaxine ext-release

CARDIOVASCULAR, HYPERTENSION & LIPIDS

ACE Inhibitors & Combos

benazepril
benazepril/
hydrochlorothiazide
enalapril
lisinopril
lisinopril/hydrochlorothiazide
quinapril
ramipril

Adrenergic Antagonists & Related Drugs

clonidine
doxazosin
terazosin

Angiotensin II Receptor Blockers & Renin Inhibitors & Combos

AMTURNIDE
BENICAR, BENICAR HCT
irbesartan
losartan
losartan/hydrochlorothiazide
TEKAMLO
TEKTURNA, TEKTURNA HCT
telmisartan
telmisartan/
hydrochlorothiazide
valsartan

valsartan/
hydrochlorothiazide

Antiarrhythmic Agents

amiodarone

Beta-Blockers & Combos

atenolol
atenolol/chlorthalidone
bisoprolol/
hydrochlorothiazide
BYSTOLIC
carvedilol
COREG CR
labetalol hcl
metoprolol succinate
ext-release
metoprolol tartrate
propranolol
propranolol ext-release

Calcium Channel Blockers

amlodipine
diltiazem ext-release
(24 hour)
nifedipine ext-release
verapamil ext-release

Other Antihypertensive Combos

amlodipine/benazepril
amlodipine/valsartan
AZOR
TARKA
TRIBENZOR

Cardiac Glycosides

digoxin

Lipid/Cholesterol Lowering Agents

atorvastatin
CRESTOR
fenofibrate
fenofibrate micronized
fenofibric acid
delayed-release
gemfibrozil
LIPOFEN
LIPTRUZET
lovastatin
niacin ext-release
pravastatin
SIMCOR
simvastatin
VASCEPA
VYTORIN
WELCHOL
ZETIA

Nitrates

isosorbide mononitrate
ext-release
NITROLINGUAL PUMPSPRAY

Thiazide & Related Diuretics

chlorthalidone
furosemide
hydrochlorothiazide
spironolactone
triamterene/
hydrochlorothiazide

Misc. Cardiovascular Agents

hydralazine
RANEXA

DERMATOLOGICALS/ TOPICAL THERAPY

Antipsoriatic/Antiseborrheic

calcipotriene
PRAMOSONE 1%

PRAMOSONE 2.5% LOTION,
OINTMENT
PRAMOSONE E
STELARA [INJ]
TACLONEX SUSPENSION

Therapy for Acne

ACANYA
ACZONE
ATRALIN
clindamycin phosphate
clindamycin phosphate/
benzoyl peroxide
EPIDUO
FINACEA
metronidazole
MIRVASO
TAZORAC
ZIANA

Topical Antibacterials

mupirocin

Topical Antifungals

clotrimazole/betamethasone
dipropionate
ketoconazole
nystatin
nystatin/triamcinolone

Topical Corticosteroids

clobetasol propionate
desonide
fluocinonide
hydrocortisone
mometasone
triamcinolone acetonide
Misc. Dermatologicals
CARAC
ELIDEL
lidocaine patch

EAR, NOSE & THROAT MEDICATIONS

Drugs Affecting the Ear

antipyrine/benzocaine
CIPRODEX
neomycin/polymyxin/
hydrocortisone

Drugs Affecting the Nose

ASTEPRO
azelastine
DYMISTA
fluticasone
NASONEX
QNASL

Misc. Agents

chlorhexidine gluconate

ENDOCRINE/DIABETES

Adrenal Hormones

dexamethasone
methylprednisolone
prednisolone sodium
phosphate
prednisone
veripred

Androgens

ANDROGEL
AXIRON
testosterone cypionate [INJ]

Antithyroid Agents

methimazole

Glucose Elevating Agents

GLUCAGEN [INJ]
GLUCAGON [INJ]

Gonadotropin & Related Agents

chorionic gonadotropin [INJ]
GANIRELIX ACETATE [INJ]

Insulin Therapy

HUMALOG [INJ]
HUMULIN [INJ]
LANTUS [INJ]
LEVEMIR [INJ]

Non-Insulin Hypoglycemic Agents

BYDUREON [INJ]
BYETTA [INJ]
FARXIGA
glimepiride
glipizide
glipizide ext-release
glyburide
glyburide/metformin
INVOKAMET
INVOKANA
JANUMET, JANUMET XR
JANUVIA
JARDIANCE
KOMBIGLYZE XR
metformin
metformin ext-release
ONGLYZA
pioglitazone
RiOMET
SYMLINPEN [INJ]
TRULICITY [INJ]

Ovulatory Stimulants

clomiphene citrate
GONAL-F [INJ]
GONAL-F RFF [INJ]

Thyroid Hormones

levothyroxine sodium
liothyronine

Blood Glucose Monitoring Devices & Supplies

ONETOUGH KITS/METERS;
BASIC, ULTRA 2,
ULTRAMINI, ULTRASMART,
VERIO IQ, VERIO SYNC
ONETOUGH TEST STRIPS;
FASTAKE, ONETOUGH,
SURESTEP, ULTRA, VERIO

Insulin Syringes/Misc. Durable Medical Equipment

CONCEPTION KIT
DEXCOM G4 SENSOR
PRODIGY INSULIN SYR,
PEN NEEDLES
VGO

GASTROENTEROLOGY

Antidiarrheals & Antispasmodics

dicyclomine hcl
diphenoxylate/atropine

Bowel Evacuants

MOVIPREP
SUCLEAR
SUPREP

Digestive Enzymes

CREON
ZENPEP (EXCEPT 5,000 U)

H2 Antagonists

famotidine
ranitidine

Proton Pump Inhibitors

lansoprazole delayed-release
NEXIUM
omeprazole delayed-release
(continued)

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pantoprazole delayed-release
 rabeprazole delayed-release
Other Ulcer Therapy
 PYLERA
Misc. Gastrointestinal Agents
 AMITIZA
 ANALPRAM ADVANCED CREAM KIT
 ANALPRAM HC 1% CREAM SINGLES, 2.5% LOTION
 ASACOL HD
 CANASA
 DELZICOL
 LIALDA
 LINZESS
 metoclopramide hcl
 PENTASA
 RECTIV
 RELISTOR [INJ]
 UCERIS

IMMUNOLOGY & BIOTECHNOLOGY

Erythroid Stimulants

PROCIT [INJ]

Growth Hormones

GENOTROPIN [INJ]
 HUMATROPE [INJ]
 NORDITROPIN [INJ]

Interferons

AVONEX [INJ]
 EXTAVIA [INJ]
 PEGASYS [INJ]
 PLEGIDY [INJ]
 REBIF [INJ]

Misc. Immunologicals

GRASTEK
 RAGWITEK

MUSCULOSKELETAL & RHEUMATOLOGY

Gout Therapy

allopurinol
 COLCRYS
 ULORIC

Muscle Relaxants & Antispasmodic Therapy

baclofen
 cyclobenzaprine
 metaxalone
 methocarbamol
 tizanidine

NSAID Agents

celecoxib
 diclofenac sodium delayed-release
 etodolac
 ibuprofen
 indomethacin
 meloxicam
 nabumetone
 naproxen, naproxen sodium
 VOLTAREN GEL
 ZORVOLEX

Osteoporosis Therapy

alendronate sodium
 ATELVIA
 FORTEO [INJ]
 ibandronate
 raloxifene

Misc. Rheumatological Agents

ACTEMRA [INJ]
 ENBREL [INJ]
 HUMIRA [INJ]
 ORENCIA [INJ]
 OTEZLA
 SAVELLA

OBSTETRICS & GYNECOLOGY

Estrogen Combos

COMBIPATCH
 DUAVEE
 estradiol/norethindrone acetate

PREMPHASE
 PREMPRO

Estrogens

CENESTIN
 DIVIGEL
 ENJUVIA
 estradiol
 estradiol patch
 EVAMIST
 MINIVELLE
 PREMARIN TABS
 VAGIFEM
 VIVELLE-DOT

Oral Contraceptives & Related Agents

NOTE: All generic contraceptives are considered formulary

BEYAZ
 LO LOESTRIN FE
 LO MINASTRIN FE
 MINASTRIN 24 FE
 NATAZIA
 NUVARING
 SAFYRAL

Progestins

CRINONE
 ENDOMETRIN
 MAKENA [INJ]
 medroxyprogesterone acetate
 progesterone micronized

Vaginal Anti-Infectives

metronidazole gel
 terconazole

OPHTHALMOLOGY

Antibiotics

BESIVANCE
 erythromycin
 levofloxacin
 MOXEZA
 polymyxin/trimethoprim
 tobramycin
 VIGAMOX

Glaucoma Drugs

ALPHAGAN P 0.1%
 COMBIGAN
 latanoprost
 LUMIGAN
 timolol maleate
 TRAVATAN Z

Non-Steroidal

Anti-Inflammatory Agents

ILEVRO
 NEVANAC
 PROLENSA

Steroid-Antibiotic Combos

TOBRADEX OINTMENT
 TOBRADEX ST
 tobramycin/
 dexamethasone susp
 ZYLET

Steroids

ALREX
 LOTEMAX
 prednisolone acetate

Misc. Ophthalmologics

BEPREVE
 PATADAY
 PATANOL
 RESTASIS

RESPIRATORY, ALLERGY, COUGH & COLD

Adrenergics

AUVI-Q [INJ]
 EPIPEN, EPIPEN JR [INJ]

Antihistamines

ariboxa
 desloratadine
 hydroxyzine hcl
 hydroxyzine pamoate
 levocetirizine
 promethazine

Antitussive Combos

benzonatate

hydrocodone/
 chlorpheniramine
 polistirex
 hydrocodone/homatropine
 promethazine/
 dextromethorphan

Inhaled Beta Agonists

albuterol
 ARCAPTA
 FORADIL
 PERFORMIST
 PROAIR HFA
 SEREVENT DISKUS
 VENTOLIN HFA

Inhaled Corticosteroids

ASMANEX
 budesonide
 PULMICORT FLEXHALER
 QVAR

Misc. Pulmonary Agents

ADCIRCA
 ANORO ELLIPTA
 COMBIVENT RESPIMAT
 DALIRESP
 DULERA
 LETAIRIS
 montelukast
 OPSUMIT
 SPIRIVA HANDIHALER
 SPIRIVA RESPIMAT
 SYMBICORT
 TRACLEER
 TUDORZA

UROLOGICALS

Anticholinergics & Antispasmodics

GELNIQUE
 MYRBETRIQ
 oxybutynin
 oxybutynin ext-release
 tolterodine ext-release
 TOVIAZ
 VESICARE

Benign Prostatic Hyperplasia (BPH) Therapy

finasteride
 RAPAFLO
 tamsulosin ext-release

Misc. Urologicals

CIALIS
 MUSE
 VIAGRA

VITAMINS, HEMATINICS & ELECTROLYTES

Anticoagulants

ELIQUIS
 enoxaparin [INJ]
 FRAGMIN [INJ]
 PRADAXA
 warfarin
 XARELTO

Antiplatelet Drugs

AGGRENOX
 BRILINTA
 clopidogrel
 EFFIENT
 ZONTIVITY

Electrolytes

eliphos
 potassium chloride
 ext-release

Vitamins & Hematinics

cyanocobalamin [INJ]
 ergocalciferol
 folic acid
 multivitamins/fluoride
 NASCOBAL
 prenatal vitamins

MISCELLANEOUS AGENTS

FOSRENOL
 RENVELA

Excluded Medications With Covered Preferred Alternatives

The following is a list of excluded brand-name medications with covered preferred alternatives that are on the formulary. Column 1 lists excluded medications. Column 2 lists covered preferred alternatives that can be prescribed.

Excluded Medications	Covered Preferred Alternative(s)
ABSTRAL	fentanyl citrate, LAZANDA
ACCU-CHEK METERS/STRIPS	ONETOUCH METERS/STRIPS
ALVESCO	ASMANEX, PULMICORT FLEXHALER, QVAR
APIDRA	HUMALOG
ARANESP	PROCIT
AXERT	rizatriptan, sumatriptan, zolmitriptan, RELPAX
BECONASE AQ	flunisolide, fluticasone, triamcinolone acetoneide, NASONEX, QNASL
BENZACLIN GEL PUMP	clindamycin phosphate/benzoyl peroxide, ACANYA, ZIANA
BETASERON	AVONEX, EXTAVIA, PLEGIDY, REBIF
BRVELLE	GONAL-F, GONAL-F RFF
BREEZE, CONTOUR METERS/STRIPS	ONETOUCH METERS/STRIPS
BREO ELLIPTA	DULERA, SYMBICORT
CETRALAX	ciprofloxacin ear solution, CIPRODEX
CIMZIA	ENBREL, HUMIRA, STELARA
DUEXIS	ibuprofen + famotidine
EDARBI/EDARBYCLOR	candesartan/hctz, irbesartan/hctz, losartan/hctz, telmisartan/hctz, valsartan/hctz, BENICAR/HCT
EPOGEN	PROCIT
EUFLEXXA	MONOVISC, ORTHOVISC, SYNVISIC, SYNVISIC-ONE
FENTORA	fentanyl citrate, LAZANDA
FLOVENT DISKUS/HFA	ASMANEX, PULMICORT FLEXHALER, QVAR
FOLLISTIM AQ	GONAL-F, GONAL-F RFF
FORTESTA	ANDROGEL, AXIRON
FREESTYLE, PRECISION METERS/STRIPS	ONETOUCH METERS/STRIPS
FROVA	rizatriptan, sumatriptan, zolmitriptan, RELPAX
GEL-ONE	MONOVISC, ORTHOVISC, SYNVISIC, SYNVISIC-ONE
HARVONI	VIEKIRA PAK
HYALGAN	MONOVISC, ORTHOVISC, SYNVISIC, SYNVISIC-ONE
INCIVEK	VIEKIRA PAK
JENTADUETO	JANUMET, JANUMET XR, KOMBIGLYZE XR
KADIAN	hydromorphone ext-release, morphine sulfate ext-release, oxymorphone ext-release, NUCYNTA ER, OPANA ER, OXYCONTIN
KAZANO	JANUMET, JANUMET XR, KOMBIGLYZE XR
LEVITRA	CIALIS, VIAGRA
MODERIBA	ribavirin capsules, tablets
NESINA	JANUVIA, ONGLYZA
NOVOLIN	HUMULIN
NOVOLOG	HUMALOG
NUTROPIN/NUTROPIN AQ	GENOTROPIN, HUMATROPE, NORDITROPIN
OLYSIO	VIEKIRA PAK
OMNARIS	flunisolide, fluticasone, triamcinolone acetoneide, NASONEX, QNASL
OMNITROPE	GENOTROPIN, HUMATROPE, NORDITROPIN
OXYCODONE ER	hydromorphone ext-release, morphine sulfate ext-release, oxymorphone ext-release, NUCYNTA ER, OPANA ER, OXYCONTIN
PANCREAZE	pancrelipase delayed-release, CREON, ZENPEP
PEGINTRON	PEGASYS
PERTZYE	pancrelipase delayed-release, CREON, ZENPEP
PROVENTIL HFA	PROAIR HFA, VENTOLIN HFA
RIBAPAK	ribavirin capsules, tablets
RIBATAB	ribavirin capsules, tablets
SAIZEN	GENOTROPIN, HUMATROPE, NORDITROPIN
SIMPONI	ENBREL, HUMIRA, STELARA
SOVALDI (for Genotype 1)	VIEKIRA PAK
STAXYN	CIALIS, VIAGRA
STENDRA	CIALIS, VIAGRA
SUBSYS	fentanyl citrate, LAZANDA
SUPARTZ	MONOVISC, ORTHOVISC, SYNVISIC, SYNVISIC-ONE
TANZEUM	BYDUREON, BYETTA, TRULICITY
TESTIM	ANDROGEL, AXIRON
TESTOSTERONE GEL	ANDROGEL, AXIRON
TEVETEN HCT	candesartan/hctz, irbesartan/hctz, losartan/hctz, telmisartan/hctz, valsartan/hctz, BENICAR/HCT
TEV-TROPIN	GENOTROPIN, HUMATROPE, NORDITROPIN
TRADJENTA	JANUVIA, ONGLYZA
TRUESTEST, TRUETRACK METERS/STRIPS	ONETOUCH METERS/STRIPS
ULTRESA	pancrelipase delayed-release, CREON, ZENPEP
VELTIN	clindamycin phosphate + tretinoin, ACANYA, ZIANA
VERAMYST	flunisolide, fluticasone, triamcinolone acetoneide, NASONEX, QNASL
VICTOZA	BYDUREON, BYETTA, TRULICITY
VIMOVO	omeprazole delayed-release + naproxen sodium
VOGELXO	ANDROGEL, AXIRON
XELJANZ	ENBREL, HUMIRA
XOPENEX HFA	PROAIR HFA, VENTOLIN HFA
ZETONNA	flunisolide, fluticasone, triamcinolone acetoneide, NASONEX, QNASL
ZIOPTAN	latanoprost, travoprost, LUMIGAN, TRAVATAN Z
ZOHYDRO ER	hydromorphone ext-release, morphine sulfate ext-release, oxymorphone ext-release, NUCYNTA ER, OPANA ER, OXYCONTIN

KEY

[INJ] - Injectable Drug

For the member: Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.

For the physician: Please prescribe preferred products and allow generic substitutions when medically appropriate.

Brand-name drugs are listed in CAPITAL letters.

Generic drugs are listed in lower case letters.

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Top 25 Specialty Drugs

- Represent 25.6% of your total Plan Cost and comprise 14 indications

Top Specialty Drugs by Plan Cost																	
			1-14 - 12-14						1-13 - 12-13						%		
AUM Mgmt.	Overall Rank	Peer Rank	Brand Name		Indication		Rxs		Pts.		Plan Cost		Plan Cost		Plan Cost		
Strategy	Rank	Rank									/ Rx		/ Rx		PMPM		
ST/PA	1	2	HUMIRA		INFLAMMATORY CONDITIONS		60	15	\$458,648	\$7,644	\$4.92	1	52	16	\$7,558	\$4.21	17.1%
ST/PA	3	6	SOVALDI		HEPATITIS		6	1	\$173,206	\$28,868	\$1.86						
ST/PA	4	9	COPAXONE		MULTIPLE SCLEROSIS		12	5	\$156,011	\$13,001	\$1.67	4	15	4	\$11,027	\$1.77	-5.4%
ST/PA	5	4	ENBREL		INFLAMMATORY CONDITIONS		20	7	\$148,531	\$7,427	\$1.59	7	20	7	\$7,058	\$1.51	5.6%
ST/PA	7	35	REBIF		MULTIPLE SCLEROSIS		9	3	\$139,598	\$15,511	\$1.50	6	13	4	\$12,228	\$1.70	-11.9%
PA	13	19	GLEEVEC		CANCER		4	1	\$84,092	\$21,023	\$0.90						
ST/PA	23	150	REBIF REBIDOSE		MULTIPLE SCLEROSIS		4	1	\$62,163	\$15,541	\$0.67	97	1	1	\$14,268	\$0.15	337.1%
N/A	29	53	GONAL-F RFF REDJECT		INFERTILITY		14	9	\$43,370	\$3,098	\$0.47						
PA	37	50	H.P. ACTHAR		CNS/AUTONOMIC DISORDERS		1	1	\$33,092	\$33,092	\$0.36						
PA	41	144	TARCEVA		CANCER		5	1	\$31,712	\$6,342	\$0.34	32	6	1	\$5,867	\$0.38	9.6%
N/A	44	42	ENOXAPARIN SODIUM		ANTICOAGULANT		22	15	\$30,602	\$1,391	\$0.33	52	28	18	\$854	\$0.26	28.4%
PA	49	46	XOLAIR		ASTHMA		7	2	\$29,268	\$4,181	\$0.31	19	13	2	\$4,317	\$0.60	47.7%
PA	51	276	SENSIPAR		ENDOCRINE DISORDERS		8	2	\$27,328	\$3,416	\$0.29	57	8	3	\$2,807	\$0.24	22.1%
ST/PA	53	113	SIMPONI		INFLAMMATORY CONDITIONS		3	1	\$25,749	\$8,583	\$0.28	41	4	1	\$7,669	\$0.33	-15.8%
N/A	54	422	TOBRAMYCIN		INFECTIONS		2	2	\$25,406	\$12,703	\$0.27						
N/A	57	103	PULMOZYME		RESPIRATORY CONDITIONS		3	1	\$24,356	\$8,119	\$0.26	58	3	1	\$7,442	\$0.24	9.4%
N/A	61	274	XELODA		CANCER		11	1	\$22,834	\$2,076	\$0.25	90	4	1	\$3,747	\$0.16	52.8%
PA	63	173	AMPYRA		MULTIPLE SCLEROSIS		5	2	\$21,402	\$4,280	\$0.23	74	7	1	\$2,732	\$0.20	12.3%
ST/PA	66	654	ARANESP		BLOOD CELL DEFICIENCY		4	1	\$20,915	\$5,229	\$0.22	82	5	1	\$3,323	\$0.18	26.3%
ST/PA	77	40	STELARA		SKIN CONDITIONS		1	1	\$16,092	\$16,092	\$0.17						
N/A	80	1274	TOBI		INFECTIONS		2	1	\$14,669	\$7,334	\$0.16						
ST/PA	86	38	AVONEX PEN		MULTIPLE SCLEROSIS		1	1	\$14,017	\$14,017	\$0.15						
N/A	111	675	FRAGMIN		ANTICOAGULANT		4	1	\$11,096	\$2,774	\$0.12						
ST/PA	142	64	NORDITROPIN FLEXPRO		GROWTH DEFICIENCY		4	1	\$8,225	\$2,056	\$0.09	718	3	1	\$100	\$0.00	2650.5%
N/A	146	134	MENOPUR		INFERTILITY		8	4	\$7,889	\$986	\$0.08	303	3	2	\$1,076	\$0.03	145.2%
			Total Top 25:				220		\$1,630,269	\$7,410	\$17.50		185		\$6,042	\$11.96	46.3%
			Difference Between Periods:				35		\$512,528	\$1,368	\$5.54						

Peer = Express Scripts Peer 'Midmarket Employer - Elementary & Secondary Schools' market segment



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EXPRESS SCRIPTS®

Specialty Drug List

Unless otherwise noted, all brand and generic formulations of a product are considered specialty.

Green = Drugs distributed exclusively by Accredo.

Red = Drugs distributed by Accredo as part of a limited distribution network.

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accredo®

ALPHA 1 DEFICIENCY

Aralast NP®*
Glassia™*
Zemaira®*
Prolastin C®

ANTICOAGULANT

Arixtra®* (fondaparinux sodium)
Fragmin®*
Iprivask®
Lovenox®* (enoxaparin sodium)

ASTHMA & ALLERGY

Xolair®
Oralair®

BLOOD CELL DEFICIENCY

Aranesp®
Mircera®
Epogen®
Granix™
Leukine®
Mozobil®
Neulasta®
Neumega®
Neupogen®
Nplate®
Procrit®
Promacta®

CANCER

Abraxane®
Adecetris™
Afinitor®
Arranon®
Arzerra®
Avastin®
Beleodaq™
Blincyto™
Bosulif®
Caprelsa®
Cometriq™
Crinone®
Cycrima™
Dacogen® (decitabine)
Eligard®
Eribix®
Erivedge™
Erwinaze®
Firmagon®
Foloty®
Gazyva™
Gilotrif™
Gleevec®
Halaven™
Herceptin®
Hycamtin® (capsules)
Hycamtin® (topotecan injection)
Ibrance®
Iclusig®
Imbruvica™
Inlyta®
Intron A®
Istodax®
Ixempra®
Jakafi™

CANCER (cont'd)

Jevtana®
Kadcyla™
Kepivance®
Keytruda®
Kyprolis®
Lenvima™
Lupron Depot®
Lynparza™
Marqibo®
Matulane®
Mekinist™
Nexavar®
Opdivo®
Perjeta™
Pomalyst®
Proleukin®
Prothelial™
Provenge®
Purixan™
Revlimid®
Rituxan®
Sprycel®
Stivarga®
Sutent®
Sylatron™
Sylvant™
Synribo™
Tafinlar®
Tarceva®
Targretin®
Tasigna®
Temodar® (temozolomide)
Testopel®
Thalomid®
Thyrogen®
Torisel®
Treanda®
Tykerb®
Valchlor™
Valstar®
Vantas®
Vectibix®
Velcade®
Vidaza® (azacitidine)
Votrient®
Xalkori®
Xeloda® (capecitabine)
Xgeva™
Xofigo®
Xtandi®
Yervoy™
Zaltrap®
Zarxio™
Zelboraf™
Zoladex®
Zolinza®
Zometa®
Zydelig®
Zykadia™
Zytiga™

CONTRACEPTIVE

Liletta™
Mirena®
Nexplanon®
Paragard®
Skyla®

CYSTIC FIBROSIS

Bethkis®*
Cayston®
Kalydeco™*
Kitabis Pak™
Pulmozyme®*
Tobi® (tobramycin)
Tobi Podhaler™

ENDOCRINE DISORDERS

Aveed™
Korlym®
Kuvan®
Lupaneta Pack™
Lupron Depot-Ped®
Natpara®
Rucanest®
Samsca®
Sandostatin® (octreotide acetate)
Sandostatin LAR®
Signifor®
Somatuline Depot®
Somatuline Depot®
Somavert®
Supprelin LA®

ENZYME DEFICIENCY

Adagen®
Aldurazyme®
Carbaglu®
Cerdelga™
Cerezyme®
Elaprase®
Elelyso™
Fabrazyme®
Lumizyme™
Myozyme®
Naglazyme®
Orfadin®
Sucraid®
VPRIV™
Vimizim™
Zavesca®

GROWTH DEFICIENCY

Genotropin®
Humatrope®
Increlex®
Norditropin®
Nutropin AQ®
Omnitrope®
Saizen®
Serostim®
Zomacton®
Zorbtive®

HEMOPHILIA

Advate®
Alphanate®
Alphanine SD®
Alprolix™
Bebulin®
Benefix®
Corifact®
DDAVP® (desmopressin acetate)
(oral/nasal forms are not specialty)
Eloctate™
Feiba NF®

HEMOPHILIA (cont'd)

Helixate FS®
Hemofil M®
Humate-P®
Ixinity®
Koate-DVI®
Kogenate FS®
Monoclate-P®
Mononine®
Novoeight®
Novoseven RT®
Obizur™
Profilnine SD®
Recombine™
RiaSTAP®
Rixubis™
Stimate®
Tretten®
Wilate®
Xyntha®

HEPATITIS C

Harvoni®
Infergen®
Olysio™
Pegasys®
Peg-Intron®
Ribavirin (Rebetol®, Copegus®, Ribasphere®, Ribapak®, Ribavirin (Moderiba™))
Sovaldi™
Victrelis™
Viekira Pak™

HEREDITARY ANGIOEDEMA

Beriner®*
Cinryze®*
Firazy®*
Kalbitor®*
Rucanest®*

HIV

Aptivus®*
Atripla®*
Combivir®*
(lamivudine/zidovudine)
Complera®*
Crixivan®*
Edurant®*
Egrifta®
Emtriva®*
Epivir®* (lamivudine)
Epzicom®*
(abacavir/lamivudine)
Evotaz™*
Fuzeon®*
Intelence®*
Invirase®*
Isentress®*
Kaletra®*
Lexiva®*
Norvir®*
Prezcobix™*
Prezista®*
Rescriptor®*
Retrovir®* (zidovudine)
Reyataz®*
Sustiva®*
Tivicay®*

HIV (Cont'd)

Selzentry®*
Stribild®*
Tivicay®*
Triumeq®*
Trizivir®* (abacavir, lamivudine, and zidovudine)
Truvada®*
Tybost®*
Videx®* (didanosine)
Videx EC®* (didanosine DR)
Viracept®*
Viramune®* (nevirapine)
Viramune XR®* (nevirapine ER)
Viread®*
Vitekta®*
Zerit®* (stavudine)
Ziagen®* (abacavir)

IDIOPATHIC PULMONARY FIBROSIS

Esbriet™
OFEV®

IMMUNE DEFICIENCY

Actimmune®
Bivigam™
Carimune NF®
Cytogam®
Flebogamma®
Gamastan S-D®
Gammagard Liquid®
Gammagard S-D®
Gammaked™
Gammaplex®
Gamunex-C®
Hizentra™
Hyqvia
Octagam®
Privigen®

INFERTILITY

Bravelle®
Cetroride®
Chorionic Gonadotropin (brands include Novarel®, Pregnyl®)
Crinone®
Endometrin®
Follistim AQ®
Ganirelix (ganirelix acetate)
Gonal-F®
leuprolide
Menopur®
Ovidrel®
progesterone injection
(oral forms are not specialty)
Repronex®

INFLAMMATORY CONDITIONS

Actemra®
Arcalyst®
Benlysta®
Cimzia®
Cosentyx™
Enbrel®
Entyvio™

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INFLAMMATORY CONDITIONS (cont'd)

Humira®
Humira® (Pediatric)
Ilaris®
Kineret®
Krystexxa®
Orencia®
Otezla®
Remicade®
Simponi™
Simponi Aria®
Stelara™
Xeljanz®

IRON TOXICITY

Jandenu™
Exjade®
Ferriprox®

MISCELLANEOUS SPECIALTY CONDITIONS

Acthar H.P. Gel®
Apokyn®
Arestin®
Botox®
Botox Cosmetic®
Ceprotin™
Chenodal®
Cholbam®
Cystadane®
Cystagon®
Dysport®
Evzio™
Gattex®
Hetlioz™
Juxtapid®
Kynamro™
Makena™
Myalept™
Myobloc®
Northera™
Prialt®
Procysbi™
Qutenza®
Ravicti™
Sabril®
Solesta®
Soliris®
Sprix®
Thiola®
Varithena®
Vivitrol®
Xenazine®
Xeomin®
Xiaflex™
Xyrem®
Zecuity®

MULTIPLE SCLEROSIS

Ampyra™
Aubagio®
Avonex®
Betaseron®
Copaxone®
Duopa™
Extavia®
Gilenya™
Glatopa™
Lemtrada™
mitoxantrone®
Plegridy™
Rebif®
Tecfidera™
Tysabri®

OPHTHALMIC CONDITIONS

Cystaran™
Eylea®
Iluvien™
Jetrea®
Lucentis®
Macugen®
Ozurdex™
Retisert®
Visudyne®

OSTEOARTHRITIS

Euflexxa®
Gel-One®
Hyalgan®
Monovisc®
Orthovisc®
Supartz®
Synvisc®

OSTEOPOROSIS

Boniva® (ibandronate) (*oral
forms are
not specialty*)
Forteo®
Prolia™
Reclast®

PULMONARY HYPERTENSION

Adcirca®
Adempas®
Fiolan®
Fiolan Diluent®
Letairis®
Opsumit®
Orenitram™
Remodulin®
Revatio® (sildenafil citrate)
Tracleer®
Tyvaso®
Veletri®
Ventavis®

RESPIRATORY SYNCYTIAL VIRUS

Synagis®*

TRANSPLANT

Astagraf XL™*
Cellcept®* (mycophenolate
mofetil)
Cyclosporine (Sandimmune®*,
Neoral®, Gengraf®)
Imuran®, (Azasan®*,
azathioprine)
Myfortic®* (mycophenolic acid)
Nulojix®*
Prograf®*, (Hecoria™*,
tacrolimus. Topical forms are
not specialty)
Rapamune®* (sirolimus)
Simulect®*
Thymoglobulin®*
Zortress®*