

Proposal for

---

# Digital Healthcare Guidance - Pharmacy Solicitation Number: 26-21



# TABLE OF CONTENTS

COVER LETTER.....	3
EXECUTIVE BIOGRAPHIES .....	4
TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS.....	12
TAB 2 – NCPA ADMINISTRATION AGREEMENT.....	21
TAB 3 – VENDOR QUESTIONNAIRE .....	25
TAB 4 – VENDOR PROFILE .....	29
TAB 5 – PRODUCTS AND SERVICES.....	36
TAB 6 – REFERENCES (CONFIDENTIAL).....	44
TAB 7 – PRICING (CONFIDENTIAL).....	48
TAB 8 – VALUE ADDED PRODUCTS AND SERVICES.....	50
TAB 9 – REQUIRED DOCUMENTS.....	52
ATTACHMENTS.....	65
ATTACHMENT A (CONFIDENTIAL) .....	66
ATTACHMENT B.....	67





## EXECUTIVE BIOGRAPHIES



### **MICHAEL REA, PHARMD** **Founder & CEO**

A former retail pharmacist, Dr. Michael Rea founded Rx Savings Solutions in 2008 after routinely witnessing consumers struggle to pay for medications. His research on behalf of patients uncovered ways to find equivalent therapies at lower costs, which became the foundation of the company's groundbreaking technology. Throughout his career, Michael has studied the pharmacy industry and its pricing practices at all levels of the supply chain. His time with a large pharmacy benefit manager provided invaluable experience and insight for developing Rx Savings Solutions' patented transparency solution. A graduate of the Creighton University School of Pharmacy, he is a sought-after speaker and thought leader on pharmacy, healthcare and entrepreneurship.



### **DREW KOMENDA** **President**

Drew Komenda has been a pivotal part of Rx Savings Solutions since 2012. Previously, Drew spent 11 years at Johnson & Johnson in a variety of roles focused on growing the business in several strategic areas. Drew has a passion for helping others and "eliminating the unnecessary complexity" surrounding healthcare. As President and Chief Revenue Officer, Drew's direct responsibilities include sales, marketing, strategic partnerships, and customer success. His background gives him a unique perspective and approach on healthcare and the business. Drew attended the University of Iowa where he received his Bachelor of Business Administration.





## **SHAHZAD ZAFAR**

### **Chief Technology Officer**

A career healthcare technology leader, Shahzad joined Rx Savings Solutions after 13 years with Cerner, where he led the Cloud Platform development business unit and served as an agile coach. His keen understanding of agile principles and team dynamics helps our engineers thrive in a build-ship-learn environment with nimble, self-organized teams. You might say he enjoys helping others grow professionally and personally, but that would sell Shahzad short. He's passionate about helping people succeed, especially when it comes to healthcare outcomes. He definitely picked the right team.



## **RANDY COX**

### **Chief Operating Officer**

Randy joined Rx Savings Solutions in 2017 with an executive track record in both emerging and large-scale service enterprises. He is responsible for the Member Services, Client Success, Product and Business Operations functions. Randy has designed, launched and managed several large-scale business units while at Fortune 500 companies. Prior to joining Rx Savings Solutions, he was senior leader of Block Advisors, a large and growing business within H&R Block. His experience includes developing new lines of business, developing new operational systems and enabling scalable processes for growth.



## **BRANDY REA**

### **Chief Legal Counsel**

Brandy brings a wealth of experience in corporate law, including mergers and acquisitions, contractual arrangements, and corporate governance and management. Before joining Rx Savings Solutions, she represented pharmacies, pharmacy benefit managers and other healthcare clients. She quickly developed a knack for navigating complex healthcare laws and contract negotiations, both of which are mainstays in her current practice. Positivity is another. For Brandy, it's all about building strong business relationships from the start.





**FRANK BEDNAR**  
**Chief Financial Officer**

Frank brings more than three decades of finance and management experience to Rx Savings Solutions. He joined the company after serving as the finance leader for a number of operating units at Quest Diagnostics. He started his career with KPMG and has held CFO positions at Balance Innovations and Innovision. An accomplished number-cruncher and negotiator, he attributes those skills to growing up as a middle child with nine siblings.



**KATIE ALLEN**  
**Chief Marketing Officer**

Katie joined Rx Savings Solutions after leading the global revenue marketing team for Lexmark Healthcare. She spent the previous 10 years in marketing management roles at Elekta. As a career healthcare marketer, she's witnessed technology's power to enhance not only healthcare delivery but also awareness and consumerism. All of which comes in handy as she oversees our marketing, member engagement and brand management efforts.



**DARON SINKLER**  
**Vice President of Sales**

Daron brings a distinguished track record in healthcare technology sales to Rx Savings Solutions. He spent more than a decade at Cerner and then Lexmark Enterprise Software, rising from account exec to vice president of healthcare. As a junior sales rep or a senior sales leader, Daron has always followed the same approach: Listen to the prospect's needs and help them buy the right solution at the right time. That means building his teams with the talent and dedication to do the right thing first.





**Lindsay Vondall**  
**Vice President of Client Success**

Lindsay joined the team after 15 years in a variety of leadership roles at Target Corporation. Most recently, she led components of the healthcare strategy for the company's 350,000+ employees, including pharmacy and the implementation of Rx Savings Solutions. She previously helped create a culture of health and well-being innovation across the enterprise in partnership with Gallup. She now leads our Client Success team that's responsible for ensuring successful rollout, member engagement and savings performance according to the unique needs of each client.



**JEFF GREEN, PHARM D**  
**Vice President of Pharmacy**

Jeff brings 20-plus years of pharmacy experience to the company, our members and clients. His path to Rx Savings Solutions began at a small, independent pharmacy near his alma mater, the University of Kansas. From there, he went on to manage high-volume Walgreens locations in the Kansas City market before switching gears to managed care, leading strategic pharmacy initiatives for Coventry and Aetna. Jeff's fascination with the data and analytics side of pharmacy is exceeded only by a passion for patient case management.



**RICH GAUL**  
**Vice President of Business Operations**

Rich brings our company a wealth of experience in professional services and project management. In his role at Rx Savings Solutions, he's focused on leading implementation initiatives and utilizing his solutions-oriented mindset to address the needs of our organization and our clients. Rich's fierce passion for driving customer success is captured in this sentiment: "We don't win unless our clients win, and our clients don't win unless our members win." A proven leader and collaborator, Rich enjoys working with a team that challenges each other to achieve results greater than the sum of its parts.



# Request for Proposal (RFP) for Digital Healthcare Guidance – Pharmacy

Solicitation Number: 26-21

Publication Date: Tuesday, October 5<sup>th</sup>, 2021

## Notice to Respondent:

Submittal Deadline: Thursday, November 18<sup>th</sup>, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, November 11<sup>th</sup>, 2021. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Digital Healthcare Guidance – Pharmacy for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Digital Healthcare Guidance – Pharmacy, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.





Competitive Solicitation by  
Region 14 Education Service Center

For

Digital Healthcare Guidance – Pharmacy

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 26-21



National Cooperative Purchasing Alliance

# Introduction / Scope

---

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for Digital Healthcare Guidance focused on personalized guidance for the best pharmacy experience (products and services) at the lowest cost.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.



# Instructions to Respondents

---

- ◆ Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
  
- ◆ Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
  
- ◆ Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

TAB 1

# Master Agreement + Signature Form





# Tab 1 – Master Agreement General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.



◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



# Process

---

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.



# Evaluation Criteria

---

- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

# Signature Form

---

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Rx Savings, LLC d/b/a Rx Savings Solutions
Address	5440 W. 110th Street, Suite 200
City/State/Zip	Overland Park, KS 66211
Telephone No.	(913) 815-3132
Fax No.	
Email address	MRea@rxsavingsolutions.com
Printed name	Michael Rea
Position with company	Chief Executive Officer
Authorized signature	 <small>Michael Rea (May 31, 2021 4:33:43 CST)</small>



TAB 2

# NCPA Administration Agreement



## Tab 2 – NCPA Administration Agreement

---

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Rx Savings, LLC d/b/a Rx Savings Solutions (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021 referenced as Contract Number 09-12, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Digital Healthcare Guidance – Pharmacy;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region



14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	Rx Savings, LLC d/b/a Rx Savings Solutions
Name: <u>Matthew Mackel</u>	Name: <u>Michael Rea</u>	
Title: <u>Director, Business Development</u>	Title: <u>Chief Executive Officer</u>	
Address: <u>PO Box 701273</u>	Address: <u>5440 W. 110th Street, Suite 200</u>	
<u>Houston, TX 77270</u>	<u>Overland Park, KS 66211</u>	
Signature: <u></u>	Signature: <u> <small>Michael Rea (Nov 17, 2021 17:14:05)</small></u>	
Date: <u>December 13, 2021</u>	Date: <u>11/17/2021</u>	



TAB 3

# Vendor Questionnaire



# Tab 3 – Vendor Questionnaire

---

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |



**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico  |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority** and Women

**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Overland Park, State of KS

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Certified education/government reseller
  - Authorized Distributor
  - Manufacturer marketing through reseller
  - Value-added reseller
  - Other: Custom Software as a Service

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Accounts Payable  
Title: Accounts Payable  
Company: Rx Savings Solutions  
Address: 5440 W. 110th Street, Suite 200  
City: Overland Park State: KS Zip: 66211  
Phone: 913-815-3139 Email: ap@rxsavingsolutions.com

- Purchase Orders

Contact Person: Jack Caffrey  
 Title: Executive Director, Finance  
 Company: Rx Savings Solutions  
 Address: 5440 W. 110th Street, Suite 200  
 City: Overland Park State: KS Zip: 66211  
 Phone: 913-815-3139 Email: ap@rxsavingsolutions.com

- Sales and Marketing

Contact Person: Katie Allen  
 Title: Chief Marketing Officer  
 Company: Rx Savings Solutions  
 Address: 5440 W. 110th Street, Suite 200  
 City: Overland Park State: KS Zip: 66211  
 Phone: 913-815-3139 Email: kallen@rxsavingsolutions.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes  No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes  No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes  No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume



TAB 4

# Vendor Profile



# Tab 4 – Vendor Profile

---

Please provide the following information about your company:

- Company's official registered name.

Rx Savings, LLC d/b/a Rx Savings Solutions (hereinafter "Rx Savings Solutions or Rx Savings")

- Brief history of your company, including the year it was established.

Rx Savings, LLC, a Kansas Limited Liability Company d/b/a Rx Savings Solutions (hereinafter "Rx Savings Solutions or Rx Savings") was established on October 29, 2008. Rx Savings, LLC is a privately held Limited Liability Company registered and headquartered in the State of Kansas. Rx Savings, LLC is a healthcare transparency company whose technology delivers a patented, money-saving tool to employers and their employees. We arm consumers with the necessary information to make informed decisions with regards to purchasing prescription drugs. This subsequently saves money for both employees and employers, who both play a part in paying for prescription drugs.



In addition to our Software-as-a-Service technology, the Rx Savings Solutions bid includes:

- Concierge member service and support:
  - Certified pharmacy technicians available during all service hours
  - Proactive, personalized outreach in the form of text messages, emails, direct mail and outbound calling
  - Prescription change assistance with prescribers and pharmacies
  - Plan benefit change communication to members
  - Dedicated marketing and account managers
- Consulting services:
  - Plan benefit optimization
  - Plan benefit advisory services
  - Market comparisons
  - Pharmacy service provider evaluation
  - Medication cost benchmarking
  - Specialty pharmacy consulting



- Reporting:
  - Standard and ad hoc savings
  - Marketing, engagement and communication metrics
  - Savings trends
  - ROI tracking
  - Quarterly checkpoints
- Marketing:
  - Participation in health fairs, open enrollment and train-the-trainer events
  - Launch promotion and targeted engagement campaigns
  - Email and direct mail notifications for members with savings opportunities
  - Rx Rewards program to incent members toward plan-friendly savings



**2012**

Founded by Michael Rea, PharmD  
based in Overland Park, KS



**150+ clients**

and 97% client  
renewal rate



**Patented solution**

for self-insured employers  
and health plans



**34,000+**

Unique, dose-adjusted  
suggestions in our system



**10M members**

across 45 Fortune/Global 500  
and 17 health plans



**74 NPS**

score for  
client implementations

- Company's Dun & Bradstreet (D&B) number.

Rx Savings Solutions is a privately owned Limited Liability Company and does not have a D&B Number

- Company's organizational chart of those individuals that would be involved in the contract.

Please see Attachment A

- Corporate office location.

Rx Savings Solutions is at: 5440 W 110th St., Suite 200, Overland Park, KS 66211

- List the number of sales and services offices for states being bid in solicitation.

One office in Overland Park, Kansas

- List the names of key contacts at each with title, address, phone and e-mail address.

Daron Sinkler  
Vice President Sales  
5440 W. 110th Street Suite #200 Overland Park, KS 66211  
(913) 226-7352  
dsinkler@rxsavingsolutions.com

- Define your standard terms of payment.

Client shall pay Service Provider a Service Fee equal to the Per Member Per Month (PMPM) fee or flat fee beginning on the Launch date and the first of every calendar month under contract thereafter. Service Fees shall be prorated for any partial month of Services.

Client agrees to pay the one-time implementation fee in order to fully integrate Service Provider's Services and Property into Client's systems. Such a fee shall be due within thirty (30) days of the execution of the SOW by both parties.

The parties agree that the monthly billing invoice will be based on the number of Members in Client's eligibility file provided to Service Provider. Service Fees must be paid within thirty (30) days of receipt of an invoice by Client from Service Provider. The parties agree that the Services Fees are based on the representation by Client of the membership numbers and the dollar amount invoiced will adjust quarterly dependent upon actual membership of Client.

During each Renewal Term the aforementioned Service Fees will increase by three percent (3%).

- Who is your competition in the marketplace?

We feel there isn't a comparable solution like on the market, however several tools that claim to be similar:

- Pricing transparency tools – These tools provide limited member support and lack proactive engagement outreach. They may not offer all of the clinical savings suggestions that our tool can find. Suggestions may be skewed in the interests of parties other than the client or its plan members.
- PBM tools – Often times these tools are limited to drug lookup functionality, are confusing to navigate, have limited depth of clinical suggestions (or suggestions skewed toward preferred medications), and lack proactive engagement.
- Prescription coupons or coupon savings apps – These take members outside of plan design with potential health consequences due to lack of claims transparency.



➤ What differentiates your company from competitors?

Rx Savings Solutions was awarded a process patent in 2014, with additional patents pending. There is no other solution on the market that conducts clinical analysis on every pharmacy claim and proactively alerts members to savings opportunities via multi-channel communication. By integrating with and operating under the client's existing plan design and formulary, our solution delivers precision pricing to the member for all current prescriptions and suggested alternatives, and tracks spending against deductibles. All savings suggestions are curated and vetted by an in-house pharmacy team based on peer-reviewed, evidence-based and fully referenced compendia.

Additionally, our solution requires no plan disruption, works with all other benefit solutions in place, requires a minimal tech lift to onboard, maximizes engagement, and provides significant savings for the plan and its members.



**No Plan Disruption**

Overlays existing benefits without changing current plan design



**Agnostic Technology**

Works with any PBM, health plan and engagement solution already in place



**Personalized and Targeted Member Engagement**

Maximizes engagement and savings with proven, proactive marketing



**Minimal Tech Lift**

Dedicated teams ensure a smooth onboarding and launch



**Savings for Plan and Members**

For every \$1 a member saves, the plan saves an average of \$2

- Describe how your company will market this contract if awarded.

Should Rx Savings Solutions be the vendor chosen to partner with NCPA, the cooperative contract will become part of our standard public sector sales strategy. Rx Savings Solutions is committed to working in the government and education space and has created a vertical market strategy with a dedicated public sector sales force. We understand the importance of public entities wanting to leverage what other public organizations have done. We believe executing an agreement with NCPA will enable expanded services to many public organizations via multiple channels including reseller partnerships, consulting partners and direct sales.

- Describe how you intend to introduce NCPA to your company.

Rx Savings Solutions' Government and Education team has extensive experience working with NCPA, as well as other cooperative purchasing contracts, and intends to drive sales directly through this NCPA contract.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Rx Savings Solutions does not utilize an online catalog/ordering website due to the nature of our SaaS technology and its implementation requirements. Rx Savings Solutions invests heavily in direct communication and consulting with each prospective client to understand their unique needs.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Each of our clients is assigned a dedicated account manager that serves as the main point of contact for all Rx Savings Solutions business questions and issues. These Client Success Managers operate under the standard office hours of 7 a.m.-8 p.m. CT, Monday-Friday.

All members can access our Pharmacy Support team during the same 13 hours every business day. The team is centrally located, managed, and staffed by certified pharmacy technicians (CPhT's) in our Overland Park, Kansas, headquarters. The team provides live phone support, online chat assistance, and one-touch/one-call concierge prescription changes and transfers.

There are no additional costs for these services.



◆ Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Rx Savings Solutions is committed to environmental responsibility. Our platform is cloud-based, mobile enabled, and has native mobile applications. The vast majority of our outbound communication is via email and text messaging, which drives employees into their preferred digital experience. Although in certain circumstances paper communication is more appropriate or effective, digital communications are the primary focus for our clients and our organization.

Our software and services are inherently carbon neutral or better, but Rx Savings Solutions takes additional actions to limit our total footprint. Recycling bins for paper, plastics and other recyclables are found throughout our offices, as are filtered water dispensers. A growing segment of our employees works remotely, eliminating daily commutes. Almost all client and team meetings, training, etc. can be held virtually, further reducing greenhouse gas emissions from business travel.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Not applicable

TAB 5

# Products + Services





## Tab 5 – Products and Services

---

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Digital Healthcare Guidance - Pharmacy requirements. The successful respondent(s) will provide programs and services that include, but are not limited to the following:
  - Provides transparency in pricing
  - Provides options for members that meet the pharma needs with lowest costs
  - Provides convenient methods for members to access high quality and cost-effective prescription drugs
  - Provides a tool for members for easy access through live secure messaging or direct access
  - Demonstrates the ability for agencies to reduce their pharmacy spend
  - Provides data to members to further member's ability to choose the best pharmacy options
  - Provides adherence tools for members to stay on track with pharmacy plan
- Provides transparency in pricing

Summary: A cloud-based transparency technology tool evaluates the client's pharmacy claims and provides a multitude of therapeutically equivalent clinical alternatives and other lower-cost options. Numerous components (direct API connections, client-specific formulary and plan design, etc.) are analyzed through our patented algorithm within seconds and geolocated according to an individual member's available pharmacies nearby. Our solution provides accurate, real-time pricing in all phases throughout the year that result in savings for both the member and the plan.

Clinically curated suggestions: Rx Savings Solutions has over 34,000 unique suggestions built into our clinical engine and continues to grow as new products come to market. All curated suggestions are evaluated and inputted by a team of clinical pharmacists and then reviewed and approved using guidelines set by the Rx Savings Solutions' Pharmacy & Therapeutics Committee.

Proactive savings notifications: Proactive notifications are delivered to members (employees and dependents) anytime a savings opportunity is available. Once they activate their account in the portal, a member can view all options with the associated lower price(s).

Proactive search capability: Members also have the capability to proactively look up any medication and view all available alternatives and associated out-of-pocket costs according to plan design, formulary and deductible status. This capability increases transparency for the member at the point of care, and also for their prescribers. Members with access to mobile devices can pull up the app (or simply print the output before an appointment) to help prescribers make better informed decisions.

Enhanced transparency options: If a client wishes and the benefits extend to all parties, the member portal can display usual-and-customary (U&C) price options, discount card networks, as well as copay assistance programs.



- Provides options for members that meet the pharma needs with lowest costs

Fully integrated with client’s benefit design: Since Rx Savings Solutions integrates the client formulary and plan design, our patented algorithm aligns with the current tier structure and strategy developed by the client’s PBM. RxSS is therefore providing the prices already set in place to steer members to the preferred product and/or product with the highest total net savings.

Features to optimize communication: Utilization Management Edits (i.e. products requiring prior authorization, quantity limitation, etc.), customized coverage alerts (i.e. DAW penalties, brand-over-generic strategies, etc.), and pharmacist notes are put in place to optimize transparency and ensure members are properly educated on any additional information that may be relevant when evaluating their options. This additional information also encourages prescribers to choose the right medication the first time, as well as notify them of any additional paperwork that might be required in advance.

General messaging: General messaging capabilities are integrated into the member portal so the client can relay any pertinent information if needed, such as formulary disruption or significant changes, to minimize member disruption.

Partnerships: Partnerships with leading health and wellness vendors such as Accolade, Prime Therapeutics, Transcarent, Virgin Pulse and Welltok give our employer clients the ability to integrate RxSS pharmacy savings into their broader medical and member engagement platforms.

Increases utilization of other vendors: Likewise, our communication/engagement platform aligns easily alongside a client’s other vendors and existing technology (i.e., Grand Rounds, Teladoc, copay accumulator programs, etc.).

**Integration Partnerships**  
We partner with these companies as sales channel partnerships for a more integrated member experience.

**Benefit Platforms**  
We work with a variety of client benefit platforms to improve participation and increase savings.





- Provides convenient methods for members to access high quality and cost-effective prescription drugs

Suggestion types: Rx Savings Solutions categorizes our clinical savings alternatives to help educate member on different ways to save, including (but not limited to):

- Therapeutic alternatives
- Generic substitutes
- Generic clones
- Dose multiplying/dividing
- Dosage form changes
- Combination splits
- Fulfillment changes

Multi-channel communication: Includes multiple ways to communicate to members including email, member portal (mobile app as well web browser capability), SMS messaging, voice, live chat, personalized savings reports and direct mail.



*Email Savings Notification*



*SMS sends to any member who has opted in*



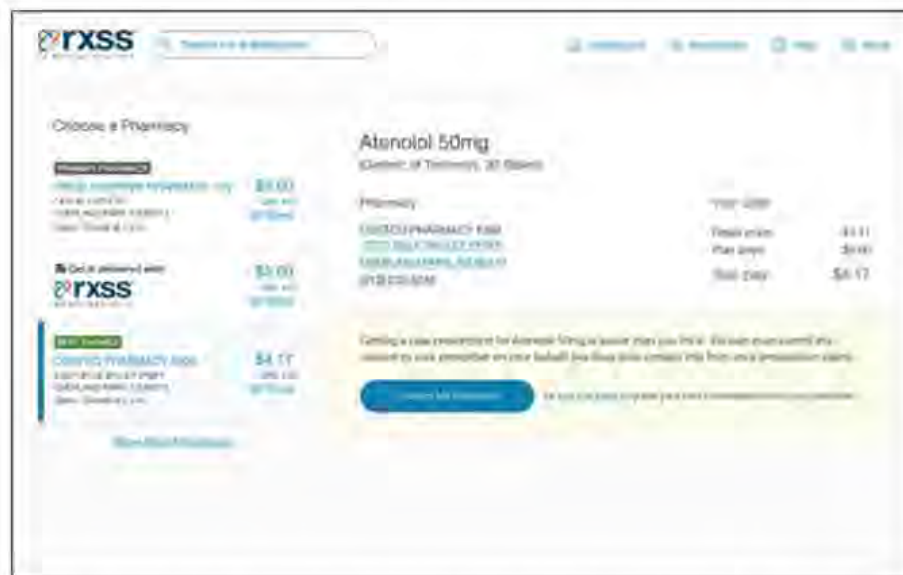
*Direct Mail Savings Notification*

Convenience: Proactive savings notifications include embedded links that are specific to the individual member and their savings opportunities, allowing quick and easy access to their account portal.

VIP concierge support: Members have direct access to an in-house Pharmacy Support team (composed of pharmacists and certified pharmacy technicians) for live, personal assistance with prescription- and benefit-related questions, as well as provider approvals for prescription changes and pharmacy transfers.

- Pharmacy Support team hours are Monday-Friday 7 a.m.-8 p.m. CT.
- Incoming calls are connected to live support in under 60 seconds, with no voice/key prompts required.

One-touch prescriber approval: Whenever an RxSS savings suggestion requires a new prescription, a member can simply click or tap “Contact My Prescriber” in the portal or call/email the Pharmacy Support team. Requests to the provider and follow-up communication are handled by RxSS, thus eliminating a common barrier (intimidation or perceived hassle) in converting to lower-cost prescriptions.



Additional drug information provided: Provides additional educational drug information when researching medications around indication, interactions, adverse effects, medication images, etc.

➤ Provides a tool for members for easy access through live secure messaging or direct access:

HIPAA compliance: Rx Savings Solutions is a fully HIPAA-compliant company.

Opt-in requirements: SMS/text messaging rules apply, and member must opt in to receive.

Simple registration: Account activation in the member portal is an easy three-step process:

1. Member enters last name and date of birth
2. Identity is validated via SSN
3. Member enters their email address and creates a password

Customization: Multiple customization options are available, including but not limited to single sign-on (SSO), private labeling and co-branding.

Family sharing capability (with permission): Adult members have viewing access to prescription and savings information for any minor dependents. Adult dependents are required to create their own profiles and may grant permission to share their profile with another adult member.

Live technical support: Member can reach out to our Pharmacy Support team for any technical issues with their online accounts.



➤ Demonstrates the ability for agencies to reduce their pharmacy spend:

Savings impact: Across the RxSS client and member population, for every \$1 saved by the member, the plan saves an average of \$2+.

VIP Concierge Client Success Manager: Every client has a dedicated Client Success Manager (CSM) to assist with any needs or requests.

- All CSMs work closely with the client and/or consultant to develop the best marketing and engagement strategies, with core tactics deployed at no additional cost. Optional services are fee-based.
- Ongoing collaboration with the client helps identify opportunities to improve or enhance concierge services by RxSS.

Reporting:

- Monthly/quarterly savings reporting that includes engagement metrics, realized savings and savings opportunity
- Prescriber opportunity report
- Business intelligence tool
- Custom reporting upon request

Deeper analytical insights: By request, RxSS can generate more in-depth reports using advanced analytical tools to identify unnecessary pharmacy spend, certain trends and activities, prescriber and fulfillment patterns, as well as disease state data analysis.

VIP concierge clinical liaison: Clients and their consultants have a dedicated RxSS pharmacist available to strategize, collaborate and assist with any clinical aspect of the pharmacy benefit.

Case studies: Documented histories of client success validate ROI across a diverse set of employer groups, health plans and Medicare populations with a variety of plan designs.

Testimonials: Volumes of member and client testimonials (video, print, audio, social, etc.) are available for distribution through various RxSS channels.

Solutions to align with all populations: Rx Savings Solutions works with self-funded employer groups, health plans, Medicare populations, as well as benefits consultants/brokers. Our solution scales for employers with member populations as small as 500 to health plans with millions of members.

“

I will tell my colleagues, save yourself a lot of hassle and take advantage of this amazing resource, whether you're sick or not. It's available. It takes no time at all. And it's probably been the best experience I've had throughout this entire illness.

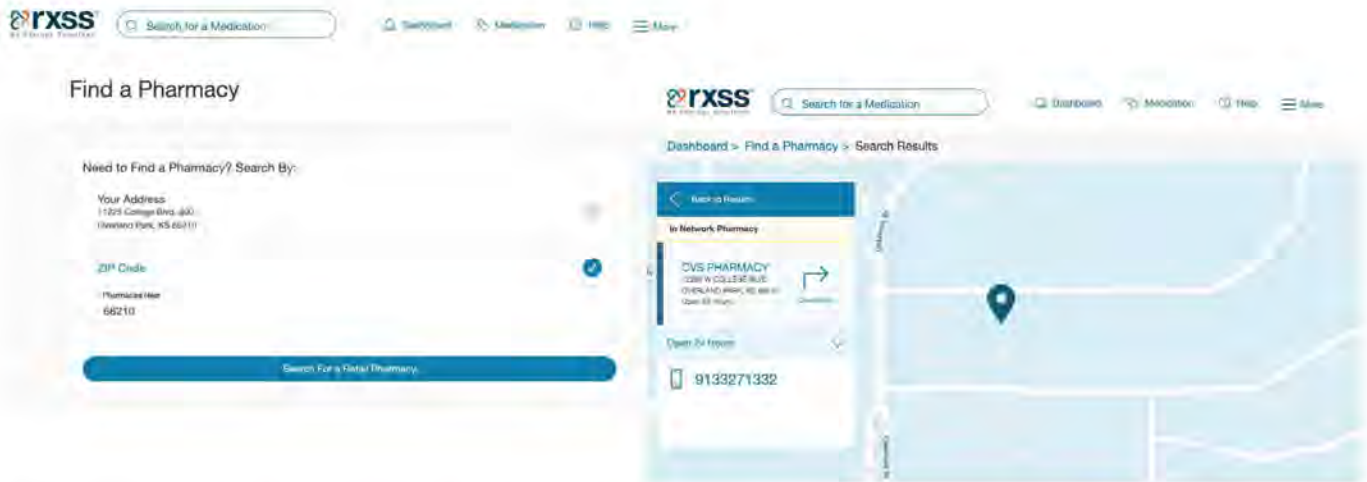
Michael Reagan, RxSS Member

”



- Provides data to members to further member's ability to choose the best pharmacy options:

Geolocating capabilities: Rx Savings Solutions' geolocation capabilities point the member to prescription prices at the closest pharmacies within their area. Members can also proactively search pharmacies for location and hours of operation.



Proactive fulfillment savings notifications: Proactive fulfillment notifications are sent out to educate members of any lower-cost retail, mail-order and/or specialty pharmacy options, while incorporating client-specific network and fulfillment strategies.

Member settings: Members can choose their primary pharmacy, update as needed, and select the pharmacy where they prefer to have their medications sent.

VIP concierge pharmacy support: The Pharmacy Support team can assist with prescription transfers (i.e., retail to mail-order, retail to specialty, etc.), solve issues such as recalls, and ensure the correct manufacturer's product is filled at the correct pharmacy, among other services.

Customization: Clients may customize preferred pharmacies (such as mail-order) in the member portal if desired.



- Provides adherence tools for members to stay on track with pharmacy plan

Medicine Cabinet: Accessible in the member portal, every member has a personalized page with current medications listed (including images), along with:

- Customizable dosage and refill reminders
- Prices paid for their last fills
- Printable/downloadable/viewable medication lists for provider visits
- Spending reports for latest fills, tax years or custom date ranges
- Home delivery conversion capability (if available)

Adherence reports: Detailed visual adherence reports are available within the medication list function in the Medicine Cabinet. Members and providers can easily identify color-coded day supply and gaps in care for each medication throughout the year

**Maintenance Medications**

Drug Name	Dose	Quantity	Form	Dates Filled
Crestor (rosuvastatin)	5mg	30	Tablets	04/05/18
Caduet (amlodipine, atorvastatin)	5-40mg	30	Tablets	04/05/18
irbesartan (generic of Avapro)	150mg	30	Tablets	04/05/18

**Current Medications**

Medication	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Ezetimibe 10mg (Generic of Zetia) Tablet				90			90			90		90
Lisinopril, Hydrochlorothiazide 20-25mg (Generic of Prinivil, Zestrin) Tablet				90			90			90		90
Livelo 4mg (Pitavastatin) Tablet				90			90			90		90
REPATHA 140mg/mL (Evolocumab) Auto-injector			0			0			0			0
DUEXS 800-26.6mg (Esomeprazole) Tablet	90											
Doxycycline Hyclate 100mg (Generic of Vibra-Tabs) Tablet							90		90	90		
Suipin Kit (2 bottles of 177ml) (Sodium Sulfate, Potassium Sulfate, Magnesium Sulfate) Powder for Oral Solution												
Valacyclovir 500mg (Generic of Valtrex) Tablet								180		180		180

RxSS mobile app: The RxSS mobile app (a.k.a. “Rex”) streamlines the member’s path to saving money and making informed prescription decisions with fewer clicks:

- Easy, on-the-go access and login with face ID technology
- Immediate communication about savings opportunities and medication reminders via push notifications

Optional adherence campaigns: Custom engagement campaigns can target members who show claims-based adherence gaps. Member outreach can take the form of email, direct mail, live phone calls or a combination, and includes education on lower-cost options when available.

TAB 8

# Value Added Products + Services





## Tab 8 – Value Added Products and Services

---

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
  
- Monitoring services: Rx Savings Solutions can provide deeper claims monitoring and analysis services to identify opportunities and potential threats:
  - Specialty Insights
  - Fraud, Waste and Abuse
    - Suspicious pharmacy reporting
    - Safety reports – claims anomalies
    - Products tied to unnecessary spend
  
- Member incentives: Rx Rewards is an RxSS-funded and -administered incentive program that encourages members to convert to therapeutic alternatives or other options for which there is little or no out-of-pocket savings but significant savings to the plan.
  
- AdminRx for Care Coordination: Powered by the patented RxSS platform, the solution aligns your care teams, care coordinators, clinics and case managers around a one-stop solution for better collaboration, consultation and cost savings on all medication-related care.
  
- Refill reminder savings notifications: Clients may opt in for supplemental savings notifications sent to all (or select) members as their refill dates approach. Messaging encourages the member to take advantage of the lower-cost option at the time of refill.
  
- Member outreach: Enhanced outreach measures are available to engage members with significant savings opportunities or to target certain population segments (diabetes, cardiovascular, etc.):
  - Themed campaigns (i.e., Highest Savers, Back to School, etc.)
  - Personalized, detailed reports documenting current cost vs. savings potential (email or direct mail)
  - Targeted member outreach
  - Open enrollment marketing campaigns
  
- Webinars for Members: Informational programming is curated and presented by RxSS clinical and marketing experts. Examples include diabetes management and cardiovascular health, as well as open enrollment-specific tutorials.
  
- Support for Spanish, other languages: The RxSS Pharmacy Support team is staffed with Spanish-speaking pharmacy technicians. The member portal has a Spanish version and can be translated into most languages.

# Required Documents





## Tab 9 – Required Documents

---

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Rx Savings, LLC d/b/a Rx Savings Solutions
Print Name	Michael Rea
Address	5440 W. 110th Street, Suite 200
City, State, Zip	Overland Park, KS 66211
Authorized signature	 <small>Michael Rea (May 27, 2021 11:04 EST)</small>
Date	11/17/2021



# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

  
Michael Rea (Nov 17, 2021 11:14 CST)

Date

11/17/2021

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Rx Savings, LLC d/b/a Rx Savings Solutions
Address	5440 W. 110th Street, Suite 200
City/State/Zip	Overland Park, KS 66211
Telephone No.	913-815-3139
Fax No.	
Email address	MRea@rxsavingsolutions.com
Printed name	Michael Rea
Position with company	Chief Executive Officer
Authorized signature	 <small>Michael Rea (Nov 17, 2023 11:14:52)</small>



## Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee



of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective



employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.



*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



# Attachments



# Proving Value, Year After Year

STATE EMPLOYEE  
HEALTH PLAN - KANSAS



MEMBERS:  
**73,000**



LAUNCH:  
**June 2014**



LIFETIME ROI:  
**3.94:1**

Amid budgetary pressures dating back to the late 2000s, the State of Kansas turned to a new idea that promised to reduce pharmacy costs for the State Employee Health Plan (SEHP) and the 73,000 people it covers. The state bet on innovation, transparency and a solution born in its own backyard. **The payback is \$50 million and counting.**

## Background

The SEHP had tried simple brand-to-generic and retail-to-mail-order programs for its pharmacy benefit before. Plan leadership liked the prospect of giving members total transparency into pricing as well as lower-cost, on-formulary clinical alternatives and fulfillment options. But they insisted the cost savings must be easy for members to understand and capture.

## Milestones

The SEHP was an early proving ground for Rx Savings Solutions' technology and member engagement strategy. Both delivered immediate and sustainable results.

Members were introduced to a different kind of benefit program—one that engaged them proactively, suggested cost-saving options they never knew existed, and offered personal, concierge support.

**Engagement rates, as well as member and client savings steadily climbed across each 3-year contract period.**



**35%**

of all members are on maintenance medications



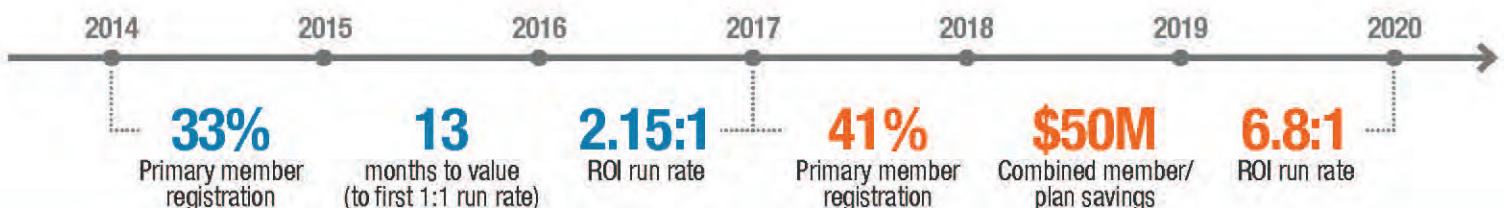
**84%**

of surveyed SEHP members said Rx Savings Solutions is an important benefit to them



**\$644**

average savings per doctor-approved prescription change





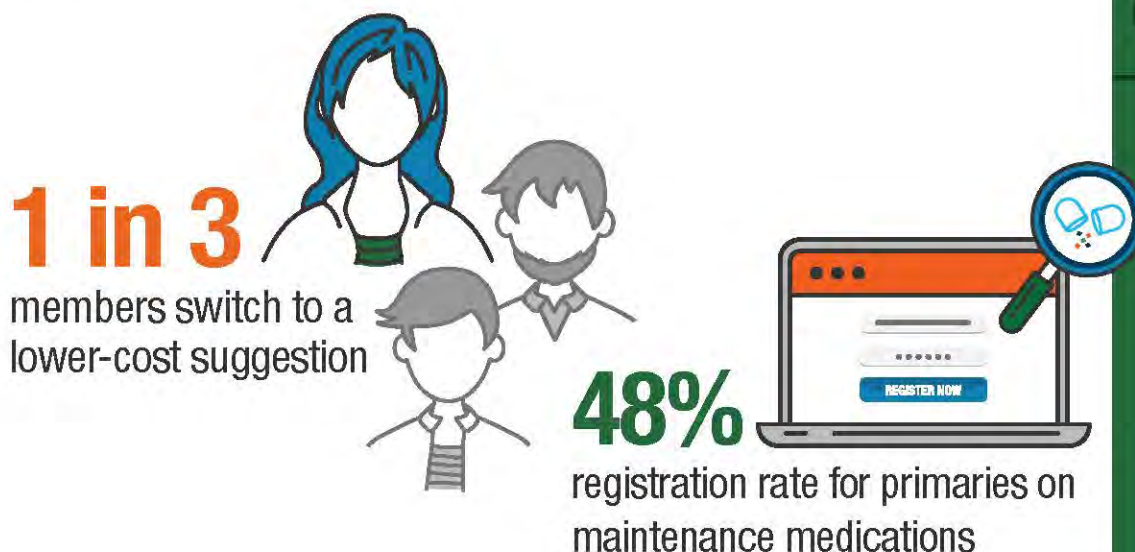
## 5 Reasons to Renew – Twice

ROI was a key factor in the state's decisions to renew with Rx Savings Solutions but far from the only one:

- 1 Engagement**  
Rx Savings Solutions' member engagement program is personalized, data-driven, timely and targeted. It's also turnkey for the state.
- 2 Transparency**  
It's an important principle for the SEHP, not only because the plan is taxpayer-funded, but also to help employees become better consumers.
- 3 Simplicity**  
From day one, the SEHP emphasized ease of use. The solution continues to distill complex clinical and plan variables into simple, actionable choices.
- 4 Advocacy**  
SEHP members get reliable relief for out-of-pocket costs, plus independent, compassionate experts to help them navigate the pharmacy system.
- 5 Self-sustaining**  
The solution is virtually hands-free for the SEHP, thanks to seamless integration with plan designs, eligibility, formularies, networks, and all the changes from year to year.

## Working Harder and Smarter

The solution the SEHP implemented years ago is working harder and smarter today, delivering more value.



Because the platform is so simple, our employees have been able to access and see their prescription savings right away. **Rx Savings Solutions has handled everything for us, and it has worked as promised.**"

*Jennifer Flory*  
Senior Manager –  
SEHP

**With your help, we were able to cut our bill drastically.** It was incredible. It's incredible peace of mind knowing that we can still do what we need for our family."

*Dusti*  
SEHP Member

The drug company was telling me one thing, and the pharmacy was telling me another. But **Rx Savings Solutions took care of the whole thing in just 15 minutes.** No effort on my part, and no time on my end."

*Joyce*  
SEHP Member

# RxSS Proposal 26-21 RFP NCPA

Final Audit Report

2021-11-17

Created:	2021-11-17
By:	Claire Vedock (cvedock@rxsavingsolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMGpKOHpG8CEKhPIDsBaO4uU930Np0gP3

## "RxSS Proposal 26-21 RFP NCPA" History

-  Document created by Claire Vedock (cvedock@rxsavingsolutions.com)  
2021-11-17 - 11:09:02 PM GMT - IP address: 163.116.133.121
-  Document emailed to Michael Rea (mrea@rxsavingsolutions.com) for signature  
2021-11-17 - 11:12:01 PM GMT
-  Email viewed by Michael Rea (mrea@rxsavingsolutions.com)  
2021-11-17 - 11:13:42 PM GMT - IP address: 12.247.7.250
-  Document e-signed by Michael Rea (mrea@rxsavingsolutions.com)  
Signature Date: 2021-11-17 - 11:14:17 PM GMT - Time Source: server - IP address: 12.247.7.250
-  Agreement completed.  
2021-11-17 - 11:14:17 PM GMT