

**Solicitation Number: 111623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rx Savings, LLC, 5440 W. 110th Street, Suite 200, Overland Park, KS 66211 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Employee Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 5, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities in the United States that can legally access the Equipment, Products, or Services under this Contract and only for Participating Entities who have no less than two thousand (2,000) Members. For the purpose of this Contract and any corresponding Order, the term "Member" shall mean any person receiving insurance benefits from or through the Participating Entity. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number; a Participating Entity's purchase order may be supplemented by Supplier's Order and to the extent that any conflict arises between the two forms, Supplier's Order shall control. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

1.

2. Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions regarding pricing must never be less favorable to the Participating Entity than what is contained in this Contract, unless Supplier and the Participating Entity have determined by mutual agreement to negotiated additional terms and conditions that are less favorable to the Participating Entity than the terms of this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or

2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;

- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

3. The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

4.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. For avoidance of all doubt,

Sourcewell will not be provided access to confidential information, including but not limited to protected health information (PHI) as defined in any Business Associate Agreement between a Participating Entity and Supplier, related to any Order between Supplier and a Participating Entity.

5.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

6.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

7.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

8.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

9.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Any Participating Entity's responsibility will be governed by the state in which they operate and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract. For avoidance of all doubt, this Section 12 does not apply to information exchanged between Supplier and any Participating Entity as otherwise governed by any Order(s) or requisite corresponding Business Associate Agreement(s).

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities which includes both Supplier and Sourcewell branding must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. Both parties will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, both parties must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

10.

1. *Workers' Compensation and Employer's Liability.*

11. *Workers' Compensation:* As required by any applicable law or regulation.

12. *Employer's Liability Insurance:* must be provided in amounts not less than listed below:

13. *Minimum limits:*

14. \$500,000 each accident for bodily injury by accident

15. \$500,000 policy limit for bodily injury by disease

16. \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include

liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

17. Minimum Limits:
18. \$1,000,000 each occurrence Bodily Injury and Property Damage
19. \$1,000,000 Personal and Advertising Injury
20. \$2,000,000 aggregate for products liability-completed operations
21. \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

22. Minimum Limits:
23. \$1,000,000 each accident, combined single limit

24.

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

25. Minimum Limits:
26. \$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

27. Minimum Limits:
28. \$2,000,000 per claim or event
29. \$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

30. Minimum limits:
31. \$2,000,000 per occurrence
32. \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.

C. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations in the United States, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold in the United States.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

33.

34. Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract either party declares bankruptcy, the declaring party must immediately notify the non-declaring party in writing.

35.

36. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

37.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds. All subsections within this Section 21 will be interpreted only to the extent that they apply to any Participating Entity who contracts with Trusted Supplier through an Order.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Rx Savings, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/15/2024 | 2:18 PM CST

DocuSigned by:
Jack Caffrey
6A0AAE34741A451...
By: _____
Jack Caffrey
Title: Vice President Finance
Date: 2/15/2024 | 1:51 PM EST

RFP 111623 - Employee Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services

Vendor Details

Company Name: Rx Savings, LLC
Does your company conduct business under any other name? If yes, please state: Rx Savings Solutions
Address: 5440 W. 110th Street, suite 200
Overland Park, Ks 66211
Contact: Bari Michalski
Email: bmichalski@rxss.com
Phone: 832-423-6733
HST#:

Submission Details

Created On: Monday October 02, 2023 09:59:23
Submitted On: Thursday November 16, 2023 12:11:22
Submitted By: Jack Caffrey
Email: jcaffrey@rxss.com
Transaction #: ce25295b-9c6a-43ca-83b8-72d9e472a6e0
Submitter's IP Address: 12.247.7.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rx Savings, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rx Savings Solutions
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Rx Savings Solutions does not currently have a CAGE code or Unique Entity Identifier (SAM), however, we are happy to obtain if/when it becomes necessary to do so.
5	Proposer Physical Address:	5440 W. 110th Street, Suite 200 Overland Park, KS 66211
6	Proposer website address (or addresses):	www.rxss.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jack Caffrey Vice President, Finance jcaffrey@rxss.com 913.815.3139 5440 W. 110th Street, Suite 200 Overland Park, KS 66211
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bari Michalski Vice President, Public Sector bmichalski@rxss.com 832.423.6733 5440 W. 110th Street, Suite 200 Overland Park, KS 66211
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rachel Colonna Sales Director, Public Sector rcolonna@rxss.com 843.408.3646 5440 W. 110th Street, Suite 200 Overland Park, KS 66211 Vanessa Fiorillo Sales Director, Public Sector vfiorillo@rxss.com 401.952.6022 5440 W. 110th Street, Suite 200 Overland Park, Kansas 66211

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Rx Savings Solutions (RxSS) was founded in 2008 by Michael Rea, PharmD, who spent years witnessing the prescription drug system fail his pharmacy patients on a daily basis. He recognized that they lacked the information needed to navigate a complex, confusing and opaque system, one that often causes them (and their insurers) to pay more than necessary. He sought better health and financial outcomes through a combination of cost transparency technology and simple, actionable information that helps patients reduce their prescription drug costs, and payers' pharmacy spend.</p> <p>Since then, RxSS has remained singularly focused on reducing prescription drug costs, increasing medication adherence, and improving quality of life. Today, we are the market leader and largest provider of pharmacy transparency and member engagement solutions to health plans, self-funded employers and the public sector, serving more than 18 million members nationally. Since day one, RxSS has believed that no one cares more about the cost of prescription drugs than the people who need them, and that informed pharmacy consumers are the key to controlling pharmacy spend.</p> <p>Mission: To make lives better by empowering consumers and simplifying the complex world of prescription drugs.</p> <p>Vision: To deliver a trusted and simplified pharmacy experience for everyone.</p> <p>Our six core values:</p> <ol style="list-style-type: none"> 1. Humility: No job is too big or too small, and everyone is willing to roll up their sleeves and work toward that end. There is NO EGO here. We're focused on the goal, not the past or one's self. 2. Passion: We are driven to change the pharmacy industry, to provide more transparency, education and convenience, and to lower the cost of prescription medication for all consumers. We know the work is never done. 3. Collaboration: We work together every day to achieve a common outcome. All roles are critical, and every idea or opinion on the team can contribute to a better solution. Good ideas can come from anywhere or anyone, and so can valuable feedback. Creativity is paramount to our success. 4. Respect: We are respectful of every teammate, client and member. We are kind, we are fair, and we do not discriminate. We maintain an inclusive environment where all individuals, regardless of our differences, feel welcomed and respected. 5. Integrity: RxSS is committed to being an ethical, positive, professional and safe community where our employees can be successful. Every task we perform or decision we make is done so in an honest, ethical manner. We do what we say we'll do, on time, and take pride in delivering on our promises. 6. Compassion: We understand the struggle people face when they cannot afford a prescription medication. We feel a responsibility to help our members afford the medication they need. We also care about each other and the well-being of our teammates. <p>After being acquired by McKesson Corporation on November 1, 2022, Rx Savings Solutions now sits alongside CoverMyMeds and, together, we're working to unlock new opportunities to further improve medication access, affordability and adherence for the patients and members we collectively serve. CoverMyMeds, part of McKesson Corporation, is a medication access company committed to helping people get the medicine they need to live healthier lives.</p>
11	What are your company's expectations in the event of an award?	<p>Rx Savings Solutions looks forward to working closely with Sourcewells's marketing and administrative teams to introduce and promote pharmacy cost transparency to Sourcewell participating entities. RxSS would expect to collaborate on opportunities with Sourcewell for educating RxSS sales staff, engaging prospective clients, and promoting our partnership.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As a wholly owned subsidiary of McKesson Corporation, Rx Savings Solutions has the financial backing of an organization ranked ninth on the 2023 Fortune 500.</p> <p>As evidence of our financial strength and stability, the McKesson Corporation Annual Report for the period ending March 31, 2023, is provided in the documents section of our response.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Rx Savings Solutions does not disclose specific market share. We currently serve more than 18 million members across our employer, public sector, and health plan lines of business.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Rx Savings Solutions' patented web-based software solution was designed to help members navigate the complex and often opaque world of prescription drug benefits in the United States healthcare system. Due to the inherent differences between the US and Canadian healthcare delivery systems, prescription drug coverage and pricing, our solution is not applicable to the Canadian market.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Rx Savings Solutions has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b. Rx Savings Solutions is a Software-as-a-Service (SaaS) provider of pharmacy transparency and member engagement solutions. Our proprietary platform was developed in-house and all management, maintenance, new product and feature enhancement releases, sales, and support are provided by Rx Savings Solutions personnel and performed in the United States.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Clinical Teams:</p> <p>Pharmacy Support Team</p> <ul style="list-style-type: none"> - Certified Pharmacy Technician (CPhT) – RxSS employs a growing team of CPhT's to provide live, personal assistance to RxSS members via phone, email and chat. Services include benefits navigation, answering prescription and fulfillment related questions, explaining lower-cost prescription options, and facilitating provider approval and pharmacy transfers on the member's behalf. <p>Pharmacist</p> <ul style="list-style-type: none"> - Doctor of Pharmacy (PharmD) – In-house PharmD's serve in numerous functional roles at RxSS, including clinical operations, product development, sales and member support. <p>Certifications and Standards Compliance Certifications:</p> <ul style="list-style-type: none"> - HIPAA - SOC-2 - SOC-1 <p>Data Center Standards Adherence:</p> <ul style="list-style-type: none"> - ISO27001 - NIST <p>RxSS affirms we have a formal 3rd party risk assessment process in place for annual review.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rx Savings Solutions has not received any suspensions or debarments of any kind.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Rx Savings Solutions offers an innovative, patented engagement software system empowering health plan members to be educated consumers of prescription drugs. The solution ingests pharmacy data, maps individual prescriptions to available lower-cost options, and then delivers proactive personalized savings recommendations to members through multiple communication channels and interfaces.</p> <p>Our agnostic technology works with any PBM, health plan, engagement, or benefit solution a client already has in place.</p> <p>RxSS supports each organization's unique benefit strategy, with robust integration capabilities and flexible deployment options. We have data-share agreements in place and receive claims feeds from all major PBMs.</p> <p>The RxSS platform layers on top of a client's existing pharmacy benefit to provide unbiased, personalized prescription guidance. Individual prescription claims are imported for fast and timely analysis. Patented algorithms analyze all possible clinical and financial data to maximize savings opportunities. Personalized</p>

		<p>notifications are sent to individual members whenever savings opportunities are identified. Members may view all savings opportunities from their personal dashboards on the secure, HIPAA-compliant member portal and native mobile app, as well as those for eligible dependents.</p> <p>In addition to our Software-as-a-Service technology, Rx Savings Solutions includes:</p> <p>Concierge member service and support:</p> <ul style="list-style-type: none"> - 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 <p>Marketing:</p> <ul style="list-style-type: none"> - 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 incentivize members toward plan-friendly savings <p>Reporting:</p> <ul style="list-style-type: none"> - Standard and ad hoc savings - Marketing, engagement and communication metrics - Savings trends - ROI tracking - Quarterly checkpoints <p>AdminRx (optional):</p> <ul style="list-style-type: none"> - Patient care hub of RxSS platform - For employers with onsite clinics and care centers - Clinician access to member medication history, adherence, and savings opportunities <p>The RxSS engagement platform is fueled by member claims, eligibility, and contact information. Combined with savings alerts from our clinical savings technology, the data is distilled into actionable, personalized messages for impacted members. Our engagement blueprint focuses on three areas: launch communications, savings notifications and targeted campaigns.</p> <ul style="list-style-type: none"> - Launch: Email communications are sent to all eligible members to inform them of the value of the RxSS service, provide education, and encourage registration. Launch campaigns typically last 6-8 weeks post implementation. These emails are also sent to newly eligible members throughout the year as they are added to the eligibility file. - Savings Notifications: When a member can save, they are notified via email, direct mail, or text (if opted in) depending on the contact information and preferences in the member's profile. These are sent on a rolling basis as claims are processed and savings opportunities are identified. - Targeted Campaigns: Various seasonal campaigns targeting specific member populations include re-engagement, personalized savings reports, disease state-specific, etc. Campaign timing and frequency vary but are offered quarterly. <p>History has demonstrated that a client's internal promotion and communication drive greater program success. RxSS provides clients with turnkey engagement materials and resources, including email templates, flyers, signage, postcards, FAQ documents, and direct mail pieces—all of which can be customized with logo, brand colors and fonts, custom incentives and disclaimers.</p> <p>Rx Savings Solutions conducts outreach through our engagement platform, but will work closely with a client marketing team to coordinate efforts and timelines. There are additional engagement programs and functionality that can be leveraged directly to drive additional engagement and savings, if requested.</p>
20	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Pharmacy Transparency Pharmacy Savings Member Engagement Cost Containment</p>

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
21	Employee Benefit Administration digital platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
22	Transparency, fraud, waste and abuse services related to healthcare expenditures	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Founded in 2008, Rx Savings Solutions is an independent company dedicated solely to pharmacy transparency. RxSS's core platform is the only such tool capable of providing complete, unbiased pharmacy transparency, combining a patented clinical pricing algorithm with direct to member, direct to physician and direct to care team engagement in a single proprietary solution.</p> <p>The backbone of Rx Savings Solutions' patented technology is our clinical pricing algorithm, which analyzes each individual pharmacy claim in real time to identify every financial and clinical way members and the plan can save on prescriptions. RxSS's algorithm considers the members plan design, formulary, pharmacy network, and deductible status when making recommendations, thus being able to provide exact pricing in real-time. We communicate these insights and engage all invested parties across the care continuum, empowering them with targeted clinical and educational interventions to fundamentally change medication prescribing and purchasing patterns.</p>	*
23	Member Services and health care navigation: claims advocacy, eligibility verification, benefit and program guidance, referral support, claims assistance	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
24	Claims utilization management; prior authorization, concurrent reviews and claims appeals management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 4: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
26	Describe any performance standards or guarantees that apply to your services.	<p>Rx Savings Solutions is confident in our ability to deliver savings to Sourcewell participating entities and is pleased to offer an overall program Return on Investment (ROI) guarantee to eligible clients. The ROI guarantee is summarized below and described more fully in the Proposed Order Forms attached to our submission.</p> <p>Return on Investment Guarantee for participating entities with 5,000+ members: 2:1 after 18 months 3:1 after 36 months</p> <p>Return on Investment guarantee for participating entities with 2,000 - 4,999 members: 1:1 after 18 months 2:1 after 36 months</p> <p>Because we know each client has their own goals and definition of success, we will work with each during the contracting process to identify and mutually define any performance guarantees or service-level agreements most important to them.</p>
27	Describe your customer satisfaction measuring tools and uses of the information.	<p>Rx Savings Solutions uses two different methodologies to monitor member and client satisfaction—NPS and CSAT. We gather this feedback via surveys both on our member portal and in member communications.</p> <p>Member CSAT (Customer Satisfaction):</p> <ul style="list-style-type: none"> • Used to gauge product satisfaction • Asked within the RxSS member portal • Our score is 74% <p>Client NPS (Net Promotor Score):</p> <ul style="list-style-type: none"> • Used to gauge client satisfaction • Asked via email after a client has launched RxSS • Our post-launch score is 68 <p>* NPS Scores as of April 2023 * CSAT average from January 2022 to April 2023</p>

Table 5: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
28	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
29	Describe your payment terms and accepted payment methods.	<p>Rx Savings Solutions invoices clients on a monthly basis for the services outlined in the SOW. The monthly billing invoice is based on the number of members in the eligibility file provided to Rx Savings Solutions by the client or client representative and on file as of the last day of the preceding month.</p> <p>Standard payment terms are net 30 days. We accept ACH, wire, or check.</p>	*
30	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
31	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Rx Savings Solutions' standard transaction documents include a Business Associate Agreement, Terms and Conditions, and Statement of Work. RxSS proposes to use Order Forms (one for participating entities with 2,000 - 4,999 members, one for participating entities with greater than 5,000 members), samples of which are provided as attachments to our response. In addition, Rx Savings Solutions, the participating entity, and their Pharmacy Benefit Manager will execute a three-way data-sharing agreement. RxSS holds global data sharing agreements with the three largest Pharmacy Benefit Managers by market share, and currently receives claims data from 24 unique sources. The agreement is unique per individual PBM, thus no sample is provided.</p>	*
32	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rx Savings Solutions does not accept credit or purchasing card payments.	*

Table 7: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
33	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rx Savings Solutions' pricing model is a flat fee or Per-Member-Per-Month (PMPM) fee, determined by client size (number of members on the pharmacy benefit), and/or the services being procured. For detailed pricing data, please see our pricing proposal provided as an attachment to our response.
34	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rx Savings Solutions pricing represents a market competitive offer below our standard pricing in recognition of the partnership opportunity with Sourcewell and to ensure our mutual success.
35	Describe any quantity or volume discounts or rebate programs that you offer.	Rx Savings Solutions fees are based on a volume-pricing model whereby per member per month (PMPM) prices are lower at certain volume thresholds.
36	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Client requests for non-standard or custom options will be quoted on a case-by-case basis. This includes Rx Savings Solutions ecosystem of integrated partners, many of which can be purchased on RxSS paper. These vendors provide services such as wellness engagement programs, healthcare navigation and advocacy, and other health and wellbeing programs. Due to the nature of our agreements with our partners, Rx Savings Solutions is unable to disclose partner pricing in this RFP response. Should a Sourcewell participating entity express interest in learning more or procuring the services of a partner, RxSS will facilitate the quoting process on a case-by-case basis. Rx Savings Solutions inability to disclose partner pricing in our response does not preclude Sourcewell participating entities from accessing these services when appropriate.
37	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements of the total cost of acquisition are included in the pricing proposal submitted as an attachment to our response.
38	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are no freight, delivery, or shipping costs associated with Rx Savings Solutions' program. Costs for member engagement marketing, including including incentives earned under the Rx Rewards incentive program and printing and fulfillment of direct mail communication materials, are paid for by Rx Savings Solutions.
39	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no freight, delivery, or shipping costs associated with Rx Savings Solutions' program. Costs for member engagement marketing, including including incentives earned under the Rx Rewards incentive program and printing and fulfillment of direct mail communication materials, are paid for by Rx Savings Solutions.
40	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As a software-as-a-service (SaaS) company, there is no tangible product to be distributed or delivered in Rx Savings Solutions solution, with the exception of print communications and incentives earned by members under our Rx Rewards program. Costs for printing, fulfillment and delivery of incentives earned by members and print communications is the responsibility of Rx Savings Solutions.

Table 8: Audit and Administrative Fee

Line Item	Question	Response *
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Rx Savings Solutions finance department has specific and detailed audit controls to verify compliance with its contracts. The Sourcewell contract will be managed using existing automated functionality that links our fully integrated billing system to approved price books, client invoices, contracts, and invoicing which feeds directly into our sales recognition system. The RxSS finance team will report sales and administrative fees to Sourcewell on a quarterly basis, unless otherwise agreed upon.
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Overall success with a contract between Sourcewell and Rx Savings Solutions will be measured by increased sales volume, client retention and client satisfaction. We will use our internal sales workflow to track sales opportunities from Sourcewell to ensure we are supporting sales strategies of both organizations until a contract is signed. Once we have a signed contract, we will immediately engage our internal Implementation and Client Success teams to ensure a successful launch and will measure client success throughout the client lifecycle via client feedback, NPS scores, member and client savings.
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rx Savings Solutions proposes an administrative fee of 1%.

Table 9: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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44	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Local Business Awards, Corporate</p> <p>Kansas City Business Journal, Best Places to Work</p> <ul style="list-style-type: none"> - 2023 - #1 in Large Category - 2022 - Top 10 in Large Category - 2021 - Top 10 in Medium Category - 2020 - Top 10 in Medium Category - 2019 - Top 10 in Small Category - 2018 - #3 in Small Category <p>Kansas City Business Journal, Fastest-Growing Technology Companies</p> <ul style="list-style-type: none"> - 2022 - ranked #107 - 2021 - ranked #50 <p>Kansas City Business Journal's Fast 50: KC's Fastest-Growing Companies</p> <ul style="list-style-type: none"> - 2021 - ranked #20 <p>Startland News, Kansas City's Venture Capital-Backed Companies</p> <ul style="list-style-type: none"> - 2022 - ranked 3rd - 2021 - ranked 4th - 2020 - ranked 5th - 2019 - ranked 5th - 2018 - ranked 3rd <p>Ingram's Magazine, 100 Fastest-Growing Companies in Kansas City</p> <ul style="list-style-type: none"> - 2022 - ranked #13 <p>Inc 5000, Fastest-growing private companies in America</p> <ul style="list-style-type: none"> - 2022 - ranked #1,857 - 2021 - ranked #1,093 - 2019 - ranked #1,527 - 2018 - ranked #1,630 <p>Industry Recognition</p> <p>Employer Health Innovation Roundtable (EHIR)</p> <ul style="list-style-type: none"> - 2021 - Impact Award Finalist - 2020 - Impact Award Finalist <p>Local Business Awards, Individuals</p> <ul style="list-style-type: none"> - 2023 - Kansas City Business Journal, CFO of the Year honoree, Frank Bednar - 2023 - Kansas City Business Journal, "20 to Know in Technology," CTO Shahzad Zafar - 2019 - Henry W. Bloch School of Management Entrepreneur of the Year, CEO Michael Rea, PharmD <p>Marketing</p> <ul style="list-style-type: none"> - 2023 - Association of Marketing and Communication Professionals–Viddy Award, Platinum Winner, RxSS: How it Works video - 2022 - Association of Marketing and Communication Professionals–Hermes Creative Awards, Platinum Winner, Website Redesign Category - 2022 - Association of Marketing and Communication Professionals–Hermes Creative Awards, Gold Winner, Branding Refresh Category - 2022 - Kansas City Data-Driven Marketers Association (KCDMA)–AMBIT Awards, Gold Winner, Business-to-Consumer Direct Mail <p>Technology / Engineering</p> <ul style="list-style-type: none"> - 2023 - 1st place in Best Technologies category at Hack Midwest - 2022 - Grand Prize at Hack Midwest
45	What percentage of your sales are to the governmental sector in the past three years	Rx Savings Solutions does not share breakdown of revenue by sector. RxSS serves more than 18 million members and clients in all sectors, including the governmental sector.
46	What percentage of your sales are to the education sector in the past three years	Rx Savings Solutions does not share breakdown of revenue by sector. RxSS serves more than 18 million members and clients in all sectors, including the education sector.
47	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rx Savings Solutions was awarded a cooperative purchasing contract with the National Cooperative Purchasing Alliance (NCPA), now Omnia Partners, with an effective date of 1/1/2022. To date, there have been no sales under this contract.

48	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rx Savings Solutions is not aware of any such contracts.	*
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Table 10: Top Five Government or Education Customers

Line Item 49. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Health Plan/System	Non-Profit	Pennsylvania - PA	Services provided include those provided in this response.	130,000+ members	Rx Savings Solutions is unable to disclose.	*
Employee Benefit Plan	Government	Missouri - MO	Services provided include those provided in this response.	87,000+ members	Rx Savings Solutions is unable to disclose.	*
Employee Benefit Plan	Government	Kansas - KS	Services provided include those provided in this response.	78,000+ members	Rx Savings Solutions is unable to disclose.	*
Employee Benefit Plan	Education	Indiana - IN	Services provided include those provided in this response.	23,500+ members	Rx Savings Solutions is unable to disclose.	*
Employee Benefit Plan Association	Education	Florida - FL	Services provided include those provided in this response.	14,500+ members	Rx Savings Solutions is unable to disclose.	*

Table 11: References/Testimonials

Line Item 50. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Kansas	Mike Michael	Rx Savings Solutions will gladly provide contact information upon request.	*
Missouri Consolidated Health Care Plan	Denise Chapel	Rx Savings Solutions will gladly provide contact information upon request.	*
Purdue University	Candace Shaffer	Rx Savings Solutions will gladly provide contact information upon request.	*

Table 12: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
51	Sales force.	Rx Savings Solutions employs 30 full-time, seasoned healthcare sales professionals. Our sales organization divides into teams covering Public Sector, Employer, Health Plans, and Consultants with subject matter expertise provided by a Clinical Pharmacy team made up of certified and licensed pharmacists. These team members are located throughout the US. Our organizational structure will allow us to ensure Sourcewell sales teams and participating entities will be fully supported.
52	Dealer network or other distribution methods.	Not applicable to Rx Savings Solutions, we employ a direct sales team.
53	Service force.	Rx Savings Solutions provides a full range of service support for clients and members, drawing on the expertise of our internal teams – Implementation, Marketing, Member Engagement, Client Success, Clinical Pharmacy, Pharmacy Support and Data/IT. The RxSS account teams will provide a dedicated account manager, marketing manager and clinical pharmacist to client entities, each of whom is a resource for employee/member engagement strategies, webinars, health fairs, open enrollment and staff training events. The Rx Savings Solutions Pharmacy Support team is staffed with certified pharmacy technicians who undergo a thorough training process which enables our team to assist each unique member, no matter the client, and provide a concierge member service experience unmatched by other pharmacy solutions or PBM tools.
54	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be handled directly between Rx Savings Solutions and the Sourcewell participating entity.
55	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rx Savings Solutions' member services, aka Pharmacy Support, team services members and is centrally located and managed in our Overland Park, Kansas, headquarters. This team is staffed by licensed clinical pharmacists (PharmD) and certified pharmacy technicians (CPhT), all of whom joined RxSS following years of serving customers in a retail pharmacy setting. The team provides live concierge phone support, real-time online chat assistance once a member has authenticated on our portal, and one-touch/ one-call concierge prescription changes and transfers.
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rx Savings Solutions is fully able and willing to provide our products and services to Sourcewell participating entities in the US with greater than 2,000 members on the pharmacy benefit. Membership is defined as the total number of primary insureds plus dependents.
57	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rx Savings Solutions patented web-based software solution is designed to help members navigate the complex and often opaque world of prescription drug benefits in the United States healthcare system. Due to the inherent differences between the US and Canadian healthcare delivery systems, prescription drug coverage and pricing, our solution is not applicable to the Canadian market.
58	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rx Savings Solutions will service all United States geographic areas. We do not currently offer services in Canada.
59	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Rx Savings Solutions expects to fully serve all US Sourcewell participating entity sectors through the proposed contract.
60	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rx Savings Solutions is not aware of specific contract requirements that would apply to participating entities in Hawaii, Alaska, or in US Territories.

Table 13: Marketing Plan

Line Item	Question	Response *
61	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Rx Savings Solutions' strategy for promoting the Sourcewell contract opportunity is multi-faceted, leveraging more than a decade of marketing and sales best practices. In partnership, and with input from Sourcewell, RxSS will at a minimum:</p> <ul style="list-style-type: none"> - Work with the Sourcewell team to create customized, co-branded marketing content that will educate participating entities on Rx Savings Solutions and the value of our partnership. - Train our exceptional sales team on the Sourcewell relationship and marketing resources, the value of cooperative purchasing, the specific contract details and how to leverage this unique opportunity during the sales process. - Deploy proven direct outreach tactics such as email, phone, and direct mail campaigns (when appropriate) to participating entities. - Leverage always-on digital channels such as social media and the public sector page on our website (www.rxss.com/who-we-help/public-sector) to announce and promote our partnership. - Host joint webinars with Sourcewell to educate buyers on the value of Sourcewell and cooperative purchasing. - Promote our partnership at industry events and conferences such as SALGBA. <p>Sample marketing materials are provided as an attachment to our submission.</p>
62	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Rx Savings Solutions uses technology and digital data to conduct and optimize both our business-to-business marketing and member engagement approaches.</p> <ul style="list-style-type: none"> - Business-to-business marketing is conducted through digital channels like social media and virtual webinars where engagement and conversion data is used to optimize channels, intended audiences and messaging. - Our member engagement marketing delivers proactive personalized savings recommendations to members through multiple communication channels and interfaces including email, direct mail and notifications using our patented engagement software system that ingests pharmacy data and maps individual prescriptions to available lower-cost options.
63	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Rx Savings Solutions looks forward to discussing Sourcewell's desired role in the sales process. We would welcome the opportunity to develop co-branded marketing materials, host product tours or webinars for Sourcewell participating entities, provide newsletter and social media content, among other promotional activities Sourcewell has found valuable and successful.</p> <p>Once awarded a Sourcewell contract, RxSS' sales, marketing, and sales operations leadership will train our exceptional sales team on the Sourcewell relationship and marketing resources, the value of cooperative purchasing, the specific contract details and how to leverage this unique opportunity during the sales process. We would welcome Sourcewell's input and participation in this process.</p>
64	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Rx Savings Solutions does not currently have an e-procurement tool.

Table 14: Value-Added Attributes

Line Item	Question	Response *
65	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Rx Savings Solutions' member facing product is built to be intuitive, with no client or member training needed. If help is needed, we offer a toll free help line and free educational webinars upon request.</p> <p>Our AdminRx tool utilizes a train the trainer program at implementation and would offer support and training materials as needed.</p>

66	Describe any technological advances that your proposed products or services offer.	Rx Savings Solutions uses AI and ML algorithms to optimize both drug pricing and the user experience in our products. One example is how we use our algorithms to generate member-specific savings alerts, based on their unique benefit design and what phase they are in, and craft personalized notifications to members at the right time. In addition, this data provides personalized experiences within the portal, giving the member an optimized experience.	*
67	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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.</p> <p>Our software and services are inherently carbon neutral or better, but RxSS 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.</p>	*
68	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
69	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rx Savings Solutions is not a diverse supplier, however, we are committed to ensuring diversity, equity, and inclusion in our programs, services and hiring practices.	*
70	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Founded in 2008, Rx Savings Solutions is an independent company dedicated solely to pharmacy transparency. RxSS's core platform is the only such tool capable of providing complete, unbiased pharmacy transparency, combining a patented clinical pricing algorithm with direct to member, direct to physician and direct to care team engagement in a single proprietary solution.</p> <p>The backbone of Rx Savings Solutions' patented technology is our clinical pricing algorithm, which analyzes each individual pharmacy claim in real time to identify every financial and clinical way members and the plan can save on prescriptions. RxSS's algorithm considers the members plan design, formulary, pharmacy network, and deductible status when making recommendations, thus being able to provide exact pricing in real-time. We communicate these insights and engage all invested parties across the care continuum, empowering them with targeted clinical and educational interventions to fundamentally change medication prescribing and purchasing patterns.</p> <p>Highlights of our core solution are summarized below, with additional information provided in the Marketing Samples attachment provided with our submission.</p> <p>Direct to Members: RxSS proactively notifies members when they have an opportunity to save on their medications. These communications occur through multi-channel options (email, SMS text (if opted-in), direct mail, phone). Members have 24/7 access to the Rx Savings Solutions platform—desktop or mobile—to manage their prescription drugs and see lower-cost alternatives. They may also engage with our dedicated Concierge team of in-house pharmacists and pharmacy technicians for live, personalized assistance with prescription- and benefit-related questions, as well as provider approvals for prescription changes and pharmacy transfers.—available 12 hours a day. Member-initiated switches (Contact my Prescriber requests) can be initiated in one-click online, via the app or over the phone. Prescription change requests, pharmacy transfers, and follow-up communications are facilitated by the RxSS pharmacy support team, always with the providers approval and authorization.</p> <p>Direct to Prescriber: Using our proven outreach workflow, RxSS engages a prescriber directly to educate them about simple, lower-cost alternative medications, while requesting a new prescription. Prescriber-initiated switches require zero effort from the member.</p> <p>Direct to Care Teams: RxSS can deploy AdminRx, the proprietary online administrative platform used by our in-house team of pharmacists and pharmacy technicians, to onsite</p>	*

	<p>clinic practitioners, health plan care coordinators and nurse managers. This unique tool enables the user to see and communicate savings opportunities to members, encourage better adherence to their medication regimen, and quickly assist members when current medications may not be affordable. Like the member-facing platform, AdminRx also provides member specific and real-time pricing and suggested lower-cost alternatives for medications on formulary but not currently in-use. By educating members about pricing and available options up front, care teams can proactively limit disruptions prior to medications being prescribed.</p> <p>Clinically Curated Suggestions: Rx Savings Solutions has over 40,000 unique dose-adjusted 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.</p> <p>Proactive Search Capability: Members 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.</p> <p>Proven Member Engagement: Rx Savings Solutions' best-in-class, data-driven member marketing efforts target members through personalized recommendations and campaigns that drive awareness, encourage members to take action, and reward users to drive utilization and deliver savings. Data guides how and what we communicate, all based on claims, plan design, formulary, accumulator data, the members unique medication profile and delivered securely through their preferred channels. Combined with savings alerts from our clinical savings technology, the data is distilled into actionable, personalized messages for impacted members. Our engagement blueprint focuses on 3 areas: Launch Communications, Savings Notifications and Targeted Campaigns.</p> <ul style="list-style-type: none">- Launch: Email communications sent to all eligible members to inform of RxSS service, educate them on the value and encourage registration. The launch campaign typically lasts 6-8 weeks post implementation. These emails are also sent to newly eligible members throughout the year as they are added to the eligibility file.- Savings Notifications: When a member can save, they are notified via email, direct mail, or text (if opted in) depending on the contact information and preferences we have on file for the member. These are send on a rolling basis as claims are processed and savings are identified.- Targeted Campaigns: Unique seasonal campaigns sent to various targeted populations. Examples include reengagement, personalized savings reports, disease state, etc. Timing of these vary but are offered on a quarterly basis and are shared with the plan prior to execution.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe how your platform supports API integrations.	Rx Savings Solutions supports API-based integrations, including FHIR (Fast Healthcare Interoperability Resource) and other industry standards. Our current API consumers can present details on potential medication alternatives, specific savings amounts and drug search functionality in a private-labeled experience.
72	Describe your customer self-service capabilities.	Both our mobile app and web-based portal interfaces are intuitive and user-friendly. In the event of additional support is required, we offer these channels to both our clients and their members at no additional cost. Clients Each of our clients is assigned a dedicated Client Success Manager that serves as the main 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. Members All members can access our Pharmacy Support team from 7 a.m.-8 p.m. CT, Monday-Friday. This team is centrally located, managed and staffed by certified pharmacy technicians (CPhT) 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.
73	Does your technology provide portals for different stakeholders? Describe the standard support model for members, employees, brokers and partners.	The Rx Savings Solutions key stakeholders are our members, employers, brokers, and partners. Pharmacy benefit members may access RxSS via the online portal and mobile-app. Employers, brokers and partner may have optional access to RxSS via our AdminRx tool to support the member experience. The permissions in AdminRx can be adjusted as needed for each contracting entity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Q7.33 Pricing Proposal.pdf - Thursday November 16, 2023 11:53:56
- [Financial Strength and Stability](#) - Q2.12 Financial Strength and Stability.pdf - Monday November 13, 2023 16:34:42
- [Marketing Plan/Samples](#) - Q13.61 Marketing Samples.pdf - Thursday November 16, 2023 11:55:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Q6.31 Rx Savings Solutions Standard Transaction Documents.zip - Wednesday November 15, 2023 17:48:35
- [Requested Exceptions](#) - Q.16.74 Exceptions to Terms, Conditions, or Specifications.docx - Wednesday November 15, 2023 14:36:49
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Caffrey, VP Finance, Rx Savings, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed November 8 2023 04:15 PM	<input checked="" type="checkbox"/>	3
Addendum_5_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 04:34 PM	<input checked="" type="checkbox"/>	2
Addendum_4_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 08:13 AM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Tue October 24 2023 09:00 AM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed October 18 2023 04:38 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 2 2023 03:50 PM	<input checked="" type="checkbox"/>	2