

**FIRST REVISED AND RESTATED ATTACHMENT N-2: MODULE 2 MINIMUM REQUIREMENTS RESPONSE**

The Vendor must demonstrate it meets Minimum Requirements to have its response evaluated by the Plan. The Vendor must agree to the terms below by checking the boxes and providing the information, documentation, including reports, or other details to demonstrate its adherence to each requirement, as applicable and required herein, and signing below.

**1. Control**

Vendor agrees that the Plan has ultimate control of the formulary and utilization management programs.

☐ Confirmed☐ Not Confirmed**2. Experience**

Vendor has provided formulary strategy, utilization management and rebate administration services comparable in scope to those described in this Module for at least one (1) public service or private client with more than fifty thousand (50,000) lives. Include in the confirmation the name of the client/group, a description of the services provided, and the contact information for the Plan to contact for a reference.

☐ Confirmed☐ Not Confirmed

Vendor Response:

**3. Rebate Guarantees**

Vendor agrees to pass through the greater of (1) the guaranteed minimum Rebate amount; or (2) one hundred percent (100%) of all Rebates received by Vendor payable to the Plan.

☐ Confirmed☐ Not Confirmed

**4. Plan negotiation and contracts with Pharmaceutical Manufacturers**

Vendor agrees that the Plan may negotiate and contract directly with pharmaceutical manufacturers regarding the purchase, administration, or provision of any drug or drug class to the Plan's members, and Vendor shall reasonably support the Plan in the Plan's negotiations and contracting efforts with such manufacturers. Vendor shall not take legal or any other enforcement action against the Plan or any manufacturer to prevent such negotiations, contracts, or other matters arising therefrom, nor engage in any business practice, negotiation, or contract intended to hamper or influence such negotiations, contracts, or other matters arising therefrom.

☐ Confirmed☐ Not Confirmed**5. Ownership of Data**

Vendor must agree that all data related to any services provided under this Contract ultimately belongs to the Plan.

☐ Confirmed☐ Not Confirmed**6. Use of Plan Data for contract performance only**

The Vendor shall not use, or otherwise disseminate, sell, copy, or make available to any person or entity, data relating to any aspect of performance of the Contract, for any purpose other than what is necessary in order to perform the services. If Vendor licenses aggregate, de-identified claims data to various entities, Vendor shall not include or provide the Plan's data to these entities. Therefore, Vendor shall receive no such fees for the Plan's data, and no such fees are included as Rebates passed to the Department. This requirement shall survive the termination of the Contract.

☐ Confirmed☐ Not Confirmed