

EC-26-167



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 24, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Recommendation of Award for Workers Compensation Cost Containment Service-Pharmacy Benefit Management, RFP-2025-744-DFA-ID

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation and developed the RFP for Workers Compensation Cost Containment Service-Pharmacy Benefit Management.

The solicitation was posted on the Purchasing website on January 7, 2026 and advertised on social media. The number of responses received for evaluation were six (6).

The Ad Hoc Evaluation Committee evaluated and scored the response in accordance with the evaluation criteria published in the RFP. Enlyte was determined to have met all required criteria, was qualified, and recommended for award.

I concur with this recommendation.

The City's Department of Finance and Administrative Services will manage this contract.

Recommendation of Award for Workers Compensation Cost Containment Service-Pharmacy Benefit Management, RFP-2025-744-DFA-ID

Initial Initial
T A JH

Approved:

Approved as to Legal Form:

Samantha Sengel 5/22/26
Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
Lauren Keefe 5/20/2026 | 7:28 PM MDT
1A21D98D932C74EE...
Date
City Attorney

Recommended:

Signed by:
Donna Sanders 5/20/2026 | 12:40 PM MDT
08F4D687C9CA4E2...
Date
Director

Cover Analysis

1. What is it?

Enlyte responded to RFP-2025-744-DFA-ID for Workers' Compensation Cost Containment Services – Pharmacy Benefit Management (PBM). Services will be provided by Mitchell International Inc., an Enlyte subsidiary formed in 2021 through the merger of Mitchell International, Genex Services LLC, and Coventry Workers Comp Services.

This request seeks approval to award a contract to Mitchell International Inc. to provide PBM services in compliance with the New Mexico Workers' Compensation Act for the City of Albuquerque's Self-Insured Workers' Compensation Program. The contract will have a three (3) year initial term, with two (2) optional one (1)-year extensions, for a total term not to exceed five (5) years.

2. What will this piece of legislation do?

This legislation authorizes Risk Management to enter into a contract for PBM services, including pharmacy cost reduction, first-fill prescription services, real-time authorization notifications, pharmaceutical utilization review, and system integration.

3. Why is this project needed?

This project will improve cost efficiency by reducing pharmacy expenses below the state-mandated fee schedule where possible and streamlining administrative processes.

4. How much will it cost and what is the funding source?

The estimated annual cost is \$411,000, based on projected utilization. The total cost for the initial three (3) year term is \$1,233,000. If both one (1) year extensions are exercised, the total cost over the full five (5) year term shall not exceed \$2,055,000. Funding will be provided through Risk Fund 705, Department 2542000, WC Medical (526311), with costs offset by existing reserves.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

Not applicable.

6. What will happen if the project is not approved?

The City will not be in compliance with the State of New Mexico Workers' Compensation Administration Rules and Regulations regarding the reduction of pharmacy bills to the mandated fee schedule. Additionally, the City will incur significantly higher costs by manually processing pharmacy bills without access to PBM network pricing and cost-containment tools.

7. Is this service already provided by another entity?

Yes. These services are currently provided by Mitchell International Inc.

FISCAL IMPACT ANALYSIS

TITLE: Worker's Compensation Cost Containment Service - Pharmacy Benefit Management

R: O:
 FUND: 705
 DEPT: 2542000

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			Total
	2027	2028	2029	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				0
Amount of Grant		-		-
City Cash Match				-
City Inkind Match				-
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.
 * Range if not easily quantifiable.

Number of Positions created

COMMENTS: Please note, the estimated annual cost is \$411,000, based on projected utilization. The total cost for the initial three (3) year term is \$1,233,000. If both one (1) year extensions are exercised, the total cost over the full five (5) year term shall not exceed \$2,055,000. Funding will be provided through Risk Fund 705, Department 2542000, WC Medical (526311), with costs offset by existing reserves.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:
Gabrielle Bannister
 8244889D1EE31FC
 FISCAL ANALYST

APPROVED:

Signed by:
Donna Sandone 5/20/2026 | 12:40 PM MDT
 05F4D887C3041E3
 DIRECTOR

REVIEWED BY:

DocuSigned by:
Haiyan Zhao
 5114821108C8183
 EXECUTIVE BUDGET ANALYST

Signed by:
Donna Sandone 5/20/2026 | 3:59 PM MDT
 00F4D887C3041E3
 BUDGET OFFICER

Signed by:
Christine Bannister
 2A8011A18264FD
 CITY ECONOMIST



City of Albuquerque

Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum

Date: 04/01/2026

TO: Dr. Samantha Sengel, Chief Administrative Officer

FROM: Donna Sandoval, Director, Department of Finance and Administrative Services

SUBJECT: **Recommendation of Award –**
 RFP Number: RFP-2025-744-DFA-ID
 RFP Name: Worker's Compensation Cost Containment Service - Pharmacy Benefit Management

Initial
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The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation and developed an RFP for Worker's Compensation Cost Containment Service - Pharmacy Benefit Management.

The solicitation was posted on the Purchasing website January 7, 2026 and advertised on social media. The number of responses received for evaluation were six (6).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to Enlyte.

I concur with this recommendation. Listed below are the composite scores for the responses received:

COMPANY NAME	SCORE
Enlyte	895.82
MyMatrixx	872.18
Definiti Comp Solutions	752.74
Prodigy Care Services LLC	732.54
CorVel Corporation	695
RxBridge, LLC	566.35

The Department that will be managing this contract is the Department of Finance and Administrative Services.

Approved:

DocuSigned by:

4/2/2026 | 5:36 PM MDT

Dr. Samantha Sengel (Date)
Chief Administrative Officer

Attachment: Scoring Summary

RFP-2025-744-DFA-ID - Worker's Compensation Cost Containment Service - Pharmacy Benefit Management Scoring Summary

Active Submissions

Supplier	Total / 1,000.00 pts	A - Requested Information / 0 pts	A-1 - Pay Equity Form Pass/Fail	A-2 - City Terms and Conditions Pass/Fail	A-3 - Insurance Requirements Pass/Fail	B - Evaluation Group / 800 pts	B-1 - Experience / 100 pts	B-2 - Past Performance / 150 pts	B-3 - Objectives of each task / 400 pts	B-4 - General approach / 100 pts	B-5 - Innovative plans / 50 pts	C - Cost / 200 pts	C-1 - Cost Proposal - Appendix A / 200 pts
Enlyte	895.82	0	Pass	Pass	Pass	740	90	133.33	376.67	100	40	155.82	155.82
MyMatrixx	872.18	0	Pass	Pass	Pass	692.67	96	131.67	350	91.67	23.33	179.51	179.51
Definitl Comp Solutions	752.74	0	Pass	Pass	Pass	685	85	131.67	333.33	88.33	46.67	67.74	67.74
Prodigy Care Services LLC	732.54	0	Pass	Pass	Pass	628.33	56.67	95	345	86.67	45	104.21	104.21
CorVel Corporation	695	0	Pass	Pass	Pass	678.33	88.33	138.33	341.67	81.67	28.33	16.67	16.67
RxBridge, LLC	566.35	0	Pass	Pass	Pass	531.67	50	83.33	283.33	70	45	34.68	34.68

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-744-DFA-ID

Workers Compensation Cost Containment Service-Pharmacy Management

January 7, 2026



Deadline for Receipt of Proposals: February 6, 2026 4:00 p.m. (Mountain Time)

The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

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INTRODUCTION

The City of Albuquerque (City) is soliciting proposals from qualified Offerors to provide Pharmacy Benefit Management (PBM) services for its Risk Management Division, part of the Department of Finance and Administrative Services.

Through this RFP, the City seeks to establish an agreement with a PBM provider that delivers exceptional service, optimal value, and cost-effective solutions. For the purposes of this solicitation, PBM encompasses the administration of prescription drug programs specifically related to workers' compensation claims. This includes processing and payment of prescription drug claims, formulary development and maintenance, pharmacy network contracting, and negotiation of discounts and rebates with drug manufacturers.

BACKGROUND

The primary objectives of this RFP are to ensure compliance with New Mexico Workers' Compensation Administration rules on medical payments, provide injured employees with timely access to medications, and achieve cost savings. The overall in-network penetration rate is ninety-nine percent (99%). Less than one percent of prescriptions are out of network. Eighty-nine percent (89%) of the prescriptions filled are Generic and eleven percent (11%) are Brand. Less than one percent (.03) of prescriptions are Mail Order. The City sees a limited annual volume of compound prescriptions, with \$5715.00 paid in 2024 and \$5685.00 in 2023. The average cost per compound is \$250.00. For pharmacy charge re-pricing, the City utilizes services from Mitchell Advisor Scripts and does not incur any dispensing fees.

The City is self-insured and self-administers its workers' compensation liabilities using Origami Risk, a web-based system. The Successful Offeror will be required to develop an electronic interface with the City's claims system.

The following data is intended to provide background information required to submit an informed response to this RFP.

YEAR	Fee Schedule Amount	Savings	Allowable Amount	Total Number of Transactions
2023	\$275,933	\$113,857	\$162,076	1231
2024	\$253,715	\$91,760	\$161,955	1091

PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2025-744-DFA-ID, " Workers Compensation Cost Containment Service-Pharmacy Management "

1.2 Proposal Due Date: February 6, 2026 - NLT 4:00 PM (Local Time)

1.2.1 Questions: All questions shall be submitted in written format in the City's eProcurement system (Bonfire) prior to the close date for questions and answers.

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as

amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government,

the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (“Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Isaiah Davila, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3319 or E-Mail: idavila@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Risk Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1.9 Submission of Proposals. The Offeror's Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com or 1-800-354-8010. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

1.9.2 Format. Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the eProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms: The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

1.12 Draft Agreement: A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final Agreement.

1.13 Contract Term: The contract resulting from this solicitation is anticipated to have a term of three (3) years with two (2) possible extensions of one (1) year. Contract term shall not exceed five (5) years.

1.14 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

1.15 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.17 Award of Contract:

1.17.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.17.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.19 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.20 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.21 Public Records:

1.20.1 The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.

1.20.2 An Offeror who chooses to submit material they consider a "Trade Secret" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy and Offeror indemnifies and holds the City harmless for any and all liability resulting from the disclosure of any materials not segregated as described above.

1.20.3 If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City

harmless for any and all liability resulting from such disclosure resulting from information not segregated as described above.

1.20.4 Pricing, makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.

1.20.5 The City will endeavor to restrict the release of material segregated and designated as “Trade Secret” or “Legally Confidential” to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. **Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Procurement Preferences: A Pay Equity Preference as provided in Section 5-5-31 R.O.A. 1994 (as amended by C/S O-17-33) and the State Preferences as provided in 13-1-21 NMSA 1978 are applicable to this solicitation. To request the application of a preference, as applicable, Offeror shall submit with its Proposal a City Pay Equity Preference Form or the New Mexico State Certification for the requested preference.

1.22 Request for Proposals Protest Process:

1.22.1 RFP Documents: If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File a Protest: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief

Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following:

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts, which support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed should be addressed as follows:

Chief Procurement Officer
City of Albuquerque, Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
PROTEST, RFP Number

1.22.6.2 By Electronic Mail: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer
koney@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Cyber Liability Errors & Omissions/Professional Liability: Separate or combined coverage for (1) Cyber liability insurance, including but not limited to liability arising out of or associated with Internet activities and the use or operation of computers and computer networks, and (2) errors and omissions/professional liability insurance. The combined limits of liability for the policy or policies shall be not less than \$1,000,000.

1.23.3.2 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.3.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.3.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form**

shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31. A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the “City Contact” identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2
PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separate, shall result in the City deeming your submission non-responsive.

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the Terms and Conditions of the Draft Agreement; state exceptions.

2.1.2 Executive Summary: Provide a summary highlighting the major features of the proposal. The City should be able to determine the essence of the proposal by reading the executive summary.

2.1.3 Experience: Please provide detailed responses to the following items regarding your organization’s experience in Pharmacy Benefit Management (PBM):

2.1.3.1 PBM Experience Overview: Describe your organization experience in providing PBM services. Specifically, indicate how long your organization has delivered PBM services to Workers’ Compensation carriers and/or self-insureds entities.

2.1.3.2 Network Composition: State the total number of pharmacies included in your network. Identify whether any major pharmacy chains in the Albuquerque, NM area are excluded from your network.

2.1.3.3 Competitive Differentiation: Explain what distinguishes your organization from your competitors focusing on technical capabilities, service delivery and any unique features or innovation that provide added value.

2.1.3.4 Current References: Provide at least five (5) current references; include entity name, contact person and contact information (phone and/or email).

2.1.3.5 Past Experience: Describe a minimum of three (3) projects of similar scope and size, For each project include: Name of the client or entity,

year completed and contact person and contact information. References must be for work performed in the past three to five (3 to 5) years.

2.1.3.6 Municipal/Government Experience: Detail your organization's relevant experience with municipalities or other government entities.

2.1.4 Management Structure: Provide an overview of your organizational structure and management team. Describe the key staff members that will be assigned to the City account including educations, training, experience and where they are located (include resumes to demonstrate their ability and experience).

2.1.5 Response: A point-by-point response, in the order listed, to each requirement under Part 3 Scope of Services. Demonstrate how the Offeror intends to provide excellent customer service to the City. The response shall include a detailed transition plan, including a timeline for transition.

2.1.6 Summary: A complete narrative of the scope of services to be performed including the ability, approach and resources needed to fulfill the City's performance expectations.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit the required Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system). Failure to submit your cost separately from your Technical Proposal shall result in your proposal being deemed non-responsive.

2.2.2 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal –for example, insurance or taxes – and that liability for items not included remains with the Offeror.

2.2.3 Response Format: The Offeror shall submit Appendix A in the exact format provided. The Offeror shall complete all charts using Medi-Span, a nationally recognized Average Wholesale Price (AWP) publications for prescriptions. Pricing data shall reflect AWP values as of **October 1, 2025**. The Offeror shall clearly indicate its proposed discount off AWP for each listed item. The Offeror's response to this section will be used in performing a cost/price analysis. The Offeror may also submit its discounted price for a second AWP publication. If Offeror uses a different publication that results in better cost savings Offeror shall provide the name of the publication were indicated on Appendix A.

PART 3 SCOPE OF SERVICES

3.1 Pharmacy Benefit Management (PBM) Services:

The City is soliciting Proposals from qualified Offerors to provide Pharmacy Benefit Management (PBM) Services specifically for Workers' Compensation claims. The successful Offeror shall deliver a comprehensive PBM solution that includes:

- A robust national pharmacy network ensuring injured employees have access to prescription services 24/7.
- Efficient processing and adjudication of pharmacy charges.
- Implementation of a drug utilization review program.
- Reduction of annual pharmacy costs beyond the New Mexico Workers' Compensation Fee Schedule.
- Streamlined administrative processes to reduce time and effort for City staff.

3.1.1 Pharmacy Bill Reduction: The successful Offeror shall receive, review, reduce, and pay pharmacy bills in accordance with the New Mexico Fee Schedule and Rules, or contracted pharmacy rates—whichever provides the greatest cost savings to the City.

Offerors must respond to the following:

A. Generic vs. Brand Name Drug Dispensing Policy:

1. Describe your company's policy regarding the dispensing of generic versus brand name medications.
2. Do you utilize a step therapy protocol to encourage the use of generics before brand name drugs? If so, please explain your approach.
3. Do you offer an e-prescribing platform that enables medical providers to access the injured employee's formulary and medication history at the point of care?
4. Do you provide a pharmacy mail service option for injured employees?

B. Pricing Compliance: Detail the measures your organization takes to ensure prescription pricing remains within or below the New Mexico Fee Schedule.

C. Paper Bill Processing: Explain your process for handling paper bills submitted by pharmacies or third-party billers.

D. Out-of-Network Capture: Describe your methodology for identifying and managing prescriptions filled outside of your pharmacy network.

E. Compound Medications: Outline your approach to reviewing, approving, and pricing compound medications.

3.1.2 Specialty Drugs: The City of Albuquerque seeks the most competitive pricing available for specialty pharmaceuticals related to cancer treatment, HIV prophylaxis, and Hepatitis C. This requirement stems from statutory obligations to provide coverage for

cancer and blood-borne pathogen claims for its firefighters and police officers.

A. Price Negotiation Commitment: Will the Offeror negotiate directly with manufacturers or wholesalers to secure pricing for cancer-related medications at or below the Manufacturer's List Price or Wholesale Acquisition Cost (WAC), inclusive of all applicable discounts, rebates, or other cost-reduction mechanisms?

B. Billing Methodology: Will the Offeror utilize Actual Acquisition Cost (AAC) billing when it results in a lower cost to the City than the New Mexico Workers' Compensation Fee Schedule?

C. Cost-Saving Innovations: Offeror shall propose innovative cost-containment strategies that benefit the City, including but not limited to:

- Rebate optimization programs
- Outcomes-based pricing models
- Patient assistance programs
- Specialty drug carve-outs or alternative funding solutions

3.1.3 Custom Formulary: A custom pharmacy formulary shall be developed in collaboration with the City's Employee Health Center Medical Director and the City's Workers' Compensation Coordinator to address the specific clinical and therapeutic needs of the City's injured employees.

A. Formulary Development Process: Describe in detail the process your organization uses to develop a custom formulary tailored to a client's unique needs. Include:

- The roles and responsibilities of clinical staff, pharmacists, and client representatives.
- How input from the City's Medical Director and Workers' Compensation Coordinator will be incorporated.
- The timeline and methodology for initial formulary creation.
- Any tools or systems used to support formulary design and customization.

B. Formulary Review and Adjustment Intervals: Indicate whether your organization follows set intervals for reviewing and updating the formulary. If so, specify:

- The frequency of reviews (e.g., quarterly, biannually).
- The criteria used to determine necessary changes.
- How stakeholders are notified and involved in the review process.

C. Individualized Formulary Adjustments: Confirm whether the formulary can be modified to accommodate the specific medical needs of individual injured employees. If so, describe:

- The process for requesting and approving such adjustments.
- The role of the prescribing physician and the City's clinical team.
- Any limitations or exclusions that may apply.

D. Electronic Adjustment Capabilities: Explain whether the City's Workers' Compensation team will have the ability to make formulary adjustments electronically. Include:

- The platform or system used to manage formulary changes.
- User access levels and security protocols.
- Reporting and audit capabilities related to electronic adjustments.

3.1.4 Authorization & First Fill: The successful Offeror shall provide the City with access to a secure, web-based system designed to support City staff in managing pharmacy claims efficiently. The system must include real-time claim tracking, authorization workflows, reporting capabilities, and user-friendly interfaces for both staff and injured employees.

A. Adjuster Authorization Timeframe:

- Please specify the standard timeframe (in hours or business days) required to obtain adjuster authorization for prescription fills.
- Include any expedited processes available for urgent cases.

B. Communication with Injured Employee:

- Described how and when initial contact is made with injured employee following claim initiation.
- Detail the communication channels used (e.g., phone, email, SMS, mail).
- Written Information: Confirm whether written materials outlining PBM services are provided to injured employees. Include sample documents or describe the format and delivery method.

C. Card Issuance Program:

- Outline your process for issuing pharmacy benefit cards to injured employees.
- Include details on:
 - o Timing of card issuance (e.g., upon claim initiation, post-authorization).
 - o Card format (physical, digital, or both).
 - o Activation procedures and instructions provided to employees.

D. Risk Assumption for Unauthorized Prescriptions:

- Clarify whether the Offeror assumes any financial or operation risk for prescriptions filled without prior authorization.
- If applicable, describe safeguards in place to minimize unauthorized fills and how disputes or reversals are handled.

3.1.5 Drug Utilization Review (DUR) Program: The successful Offeror shall maintain a comprehensive Drug Utilization Review (DUR) program designed to promote safe, effective, and cost-efficient medication use. The Offeror must describe their DUR program in detail, including the following components:

A. Clinical Support Services: Please describe the clinical support services available through your DUR program, including but not limited to:

- Access to licensed pharmacists and clinical staff for consultation
- Real-time clinical decision support tools
- Integration with prescriber and provider networks
- Therapeutic interchange programs
- Medication therapy management (MTM) services

B. DUR Program Capabilities: Explain how your DUR program addresses the following:

1. Medication Appropriateness

- Describe how your system evaluates the appropriateness of prescribed medications based on injury type, dosage, and duration of therapy.

- Include protocols for identifying off-label use, excessive dosing, or extended therapy durations beyond clinical guidelines.
2. **Medication Comparison and Contraindication Review**
 - Outline your process for comparing medications dispensed to an individual to prevent therapeutic duplication, adverse drug interactions, and contraindications.
 - Detail the use of automated alerts, pharmacist review, and prescriber outreach.
 3. **Generic Substitution Evaluation**
 - Explain your process for evaluating and recommending generic alternatives to brand-name drugs.
 - Include cost-benefit analysis, therapeutic equivalency checks, and prescriber notification protocols.
 4. **Misuse, Abuse, and Fraud Detection**
 - Detail the mechanisms in place to detect patterns of misuse, abuse, or fraudulent activity.
 - Include analytics, behavioral flags, and coordination with regulatory or law enforcement agencies when necessary.
 5. **Opioid Monitoring and Alerts**
 - Describe specialized alerts or flags that notify adjusters and physicians of opioid prescriptions.
 - Include criteria for triggering alerts (e.g., high dosage, long duration, multiple prescribers) and any support offered for opioid risk mitigation strategies.
- C. Physician Intervention Letters:** The Offeror shall:
- Generate and distribute physician intervention letters addressing:
 - o Excessive duration of medication use beyond clinical guidelines.
 - o Concurrent prescribing of narcotics and sedatives.
 - o Use of multiple sedative medications.
 - Include clinical rationale and evidence-based recommendations in each letter.
 - Track and report physician response rates and subsequent prescribing changes.
- D. Drug Usage Data:** The Offeror shall:
- Provide detailed drug utilization data at both the individual member level and across defined sub-groups (e.g., age, condition, geographic region).
 - Support custom segmentation and trend analysis upon request.
 - Ensure data is accessible in formats compatible with internal analytics platforms.
- E. Electronic Reporting:** The Offeror shall:
- Offer secure, web-based access to all standard and custom reports.
 - Ensure real-time or near-real-time data availability.
 - Include dashboards for monitoring key performance indicators (KPIs), utilization trends, and cost metrics.
- F. Utilization Monitoring and Management:** The Offeror shall:
- Describe its process for identifying and managing over- and under-utilization of medications.
 - Include criteria used for flagging utilization concerns (e.g., dosage thresholds, refill patterns, therapeutic duplication).
 - Detail intervention strategies, including member outreach, prescriber engagement,

and clinical case review.

- Provide examples of successful utilization management programs and outcomes.

G. Drug Utilization Review (DUR) Reporting: The Offeror shall:

- Indicate the frequency of DUR reporting (e.g., monthly, quarterly).
- Detail the scope of standard DUR reports, including:
 - o High-risk medication combinations.
 - o Non-adherence patterns.
 - o Prescribing trends by therapeutic class.

3.1.6 Data System Requirements: The Successful Offeror shall maintain a robust and secure data system capable of receiving, processing, and managing claim data to support injured employee eligibility verification, pharmacy billing, utilization reporting, and invoicing. The system must meet the following minimum requirements:

A. System Integration: Offeror shall demonstrate the ability to interface seamlessly with the City’s workers’ compensation claims management system, Origami Risk, at no additional cost to the City. Integration must support real-time data exchange and ensure system compatibility.

B. Daily Claims Loading: Offeror shall implement a method to load claims into its system on a daily basis to ensure timely prescription fulfillment for injured employees. The process must support automated updates and minimize delays in pharmacy access.

C. Electronic Data Transfer: Offeror shall ensure that pharmacy invoice and claim data—including but not limited to claim details, payment information, and pharmacy invoice images—are electronically transferred to and from the City’s claims management system. Data exchange must be secure, auditable, and compliant with applicable privacy regulations.

D. Pharmacy Billing Management: Offeror shall receive electronic billing from participating pharmacies and maintain the capability to identify and track duplicate billing, service dates, original bill amounts, and recommended reductions. The system must support automated flagging and reconciliation of discrepancies.

E. Payment Transfer File: Offeror shall provide the City with a comprehensive payment transfer file that includes the following data elements for each pharmacy bill:

- Claim number
- Claimant name
- Date prescription was filled
- Prescribing provider’s name
- Medication name, dosage, and quantity
- Invoice charges
- Reductions applied
- Final allowance amount

The City shall generate payment based on the individual claim file as presented in the payment transfer file.

F. Invoicing and Reimbursement Process: Offeror shall describe its invoicing methodology and cycle, including timelines for invoice generation, submission, and reconciliation. Additionally, Offeror shall outline the process for reimbursing pharmacies, including payment timelines, dispute resolution procedures, and audit capabilities.

3.1.7 Data System and Reporting Requirements: The successful Offeror shall:

- Maintain a robust data system capable of implementing and monitoring cost containment strategies and utilization review protocols to ensure optimal management of pharmacy benefits.
- Provide the City with on-demand access to ad hoc reporting tools that allow for customizable data queries and real-time analytics.
- Deliver comprehensive reports on a monthly, quarterly, and annual basis.

These reports must include:

- o Detailed activity by claim
- o Medication dispense history
- o Medical fee schedule adherence
- o Pharmacy Benefit Management network savings

3.1.8 Security and Compliance Requirements: The proposal must include:

- A description of security measures and data backup systems, including how these systems meet or exceed all applicable Federal regulations.
- Confirmation that all services and systems proposed are fully compliant with the Health Insurance Portability and Accountability Act (HIPAA), ensuring the confidentiality, integrity, and availability of protected health information (PHI).

3.1.9 Customer Service Line Requirements: The successful Offeror must maintain and operate a customer service line. Please provide detailed responses addressing the following:

- A. Service Operation and Accessibility:** Explain the functionality of the customer service line, including who can access it, the hours of operation, and the types of information or assistance available.
- B. Handling of Rejected or Denied Transactions:** Describe the process for managing transactions that are rejected or denied, including any follow-up procedures or notifications.
- C. Dispute Resolution Protocol:** Outline the steps involved in resolving disputes, including timelines, escalation procedures, and communication methods.
- D. Reverse Charge Management:** Detail how reverse charges are identified, processed, and resolved within your system.
- E. Correction of Claims:** Explain the procedure for correcting claims that have been submitted to the wrong workers' compensation claim, including verification and reallocation steps.

3.1.10 Account Manager: The successful Offeror shall assign an Account Manager to the City with the primary responsibility of responding to all performance issues. The assigned account manager shall oversee all aspects of service including, but not limited to, the initial implementation, ongoing contract facilitation, and any transition services at the end of the contract term. The Account Manager should have a minimum of two (2) years of experience with the successful Offeror's organization or a similar industry and direct experience with accounts of similar size and complexity as the City.

3.1.11 Transition: The successful Offeror shall commence the implementation process immediately upon the award of the Contract. Within two (2) weeks of awarded Contract, the Offeror must be prepared to initiate a planning session with the City. This session will include a comprehensive discussion of Offeror's detailed implementation plan, encompassing agency orientation and onboarding procedures.

A. Create a custom formulary.

B. Build a profile for each active claim with on-going prescriptions.

C. Notifications to injured employees with open claims and on-going prescriptions.

D. For the purposes of the implementation effort, the successful Offeror shall assign a dedicated implementation manager whose responsibilities include the development of a formal work plan, coordination of successful Offeror resources, oversight of the implementation work plan and project effort, and facilitation of all collaborative project meetings including Origami Risk, the third-party vendor used by the City.

E. The successful Offeror shall perform comprehensive systems testing prior to the established implementation effective date with no additional charge to the City.

F. Offeror shall hold regular meetings and status meetings with the City and Origami Risk to work through any implementation issues.

G. Following execution of the contract, the City and the successful Offeror will collaborate in order to complete system integration with the successful Offeror to provide services by July 1, 2026.

PART 4

EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 -- Experience and qualifications of the Offeror and personnel as demonstrated in Section 2.1.3 Experience.

150 -- The Offeror's performance on projects of similar scope and size.

400 -- The Offeror's point by point response to meet the objectives of each task, activity, etc. as described in Part 3, Scope of Services.

100 -- The Offeror's general approach and plans to meet the requirements of the RFP as described in Part 3, Scope of Services including ability to successfully implement and transition the project within the proposed schedule as well as the Offeror's demonstration of ability to provide excellent customer service to the City including availability of staff and resources.

50 -- Innovative plans to assist the City in cost savings such as rebate programs offered.

200 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

PART 5
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and _____, ("Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, P _____, titled " _____", which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to P _____, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide **retail concession services**, in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. **Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within _____ years of the date of execution of this Agreement. This Agreement may be extended for up to ---- additional one-year periods upon written agreement of the parties.

3. **Compensation and Method of Payment.**

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$ _____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or

misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required here under shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for

examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. **RO.A.** 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. **Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. **Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor.

If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section here of relative to termination shall apply.

20. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

25. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

26. **Force Maieure.** The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. **Electronic Signatures.** The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By: _____ Director

Chief Administrative Officer
Date: _____

Department _____
Date: _____

CONTRACTOR:

By: _____
Title: _____
Date: _____

Appendix A
Pharmacy Bill Review Fees

1. What discounts will be given off of Average Wholesale Pricing (AWP) and the New Mexico Fee Schedule for:

<u>Retail</u>	_____ %
Brand:	_____ %
Generic:	_____ %
Dispensing Fee:	_____ %

<u>90 Day Retail</u>	
Brand:	_____ %
Generic:	_____ %
Dispensing Fee:	_____ %

<u>Mail Order</u>	
Brand:	_____ %
Generic:	_____ %
Dispensing Fee:	_____ %

2. Will the City of Albuquerque receive refunds, on a prorated basis, of rebates or any other discounts received by manufactures/distributors/suppliers?

3. If yes, at what percentage?

RETAIL MEDICATION COST AS OF OCTOBER 1, 2025

Medication Name	QTY	AWP- Generic Drug	Discounted Price- off AWP Medi- Span Generic Drug	Discounted Price- off AWP 2 nd Publication generic drug (identify publication)	AWP- Brand	Discounted Price- off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	28					
PREGABALIN CAP 100MG NDC# 69097068105	90					
CELECOXIB CAP 200MG NDC#13668044201	30					
LIDOCAINE PAD 5% NDC#68462041827	30					
DULOXETINE CAP 60MG NDC#51991074810	60					
TEMOZOLOMIDE CAP 180MG NDC#16729013053	10					
DICLOFENAC GEL 1% NDC#49884093547	100					
DICLOFENAC GEL 3% NDC#00472178310	100					
OXYCODONE TAB 15MG NDC#10702000801	60					
NARCAN SPRAY NDC#69547035302	2					
OXYCONTIN TAB 20MG CR NDC#59011042020	60					
TIZANIDINE TAB 2MG NDC#55111017915	90					
EMTRICITABINE-TENOFOVIR DISOPROXIL FUMARATE 200-300 NDC#00093760756	28					
ISENTRESS TAB 400MG NDC#00006022761	28					
EUFLEXXA 20MG/2ML NDC# 55566410001	12					
GABAPENTIN TAB 800MG NDC#65862052405	90					
HYDROCODONE-APAP TAB 5-325 NDC#00406012301	60					
TRAMADOL HYDROCHLORIDE TAB 50MG NDC#29300035505	90					
XARELTO TAB 10MG NDC#50458058030	30					

Identify 2nd AWP Publication (if applicable): _____

90 DAY RETAIL MEDICATION COSTS AS OF OCTOBER 1, 2025

If you don't offer 90 Day Retail, please indicate.

Medication Name	QTY	AWP- Generic Drug	Discounted Price- off AWP Medi- Span Generic Drug	Discounted Price- off AWP 2 nd Publication generic drug (identify publication)	AWP- Brand	Discounted Price- off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	84					
PREGABALIN CAP 100MG NDC# 69097068105	270					
CELECOXIB CAP 200MG NDC#13668044201	90					
LIDOCAINE PAD 5% NDC#6381068706	90					
DULOXETINE CAP 60MG NDC#51991074810	180					
TEMOZOLOMIDE CAP 180MG NDC#16729013053	30					
DICLOFENAC GEL 1% NDC#49884093547	300					
DICLOFENAC GEL 3% NDC#00472178310	300					
OXYCODONE TAB 15MG NDC#10702000801	180					
NARCAN SPRAY NDC#69547035302	2					
OXYCONTIN TAB 20MG CR NDC#59011042020	180					
TIZANIDINE TAB 2MG NDC#55111017915	270					
GABAPENTIN TAB 800MG NDC#65862052405	270					
HYDROCODONE-APAP TAB 5-325 NDC#00406012301	180					
TRAMADOL TAB 50MG NDC#65162062750	180					
XARELTO TAB 10MG NDC#50458058030	90					

Identify 2nd AWP Publication (if applicable): _____

MAIL ORDER MEDICATION COSTS AS OF OCTOBER 1, 2025

Medication Name	QTY	AWP- Generic Drug	Discounted Price- off AWP Medi- Span Generic Drug	Discounted Price- off AWP 2 nd Publication generic drug (identify publication)	AWP- Brand	Discounted Price- off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	84					
PREGABALIN CAP 100MG NDC# 69097068105	270					
CELECOXIB CAP 200MG NDC#13668044201	90					
LIDOCAINE PAD 5% NDC#6381068706	90					
DULOXETINE CAP 60MG NDC#51991074810	180					
TEMOZOLOMIDE CAP 180MG NDC#16729013053	30					
DICLOFENAC GEL 1% NDC#49884093547	300					
DICLOFENAC GEL 3% NDC#00472178310	300					
TIZANIDINE TAB 2MG NDC#55111017915	270					
GABAPENTIN TAB 800MG NDC#65862052405	270					
TRAMADOL TAB 50MG NDC#65162062750	180					
XARELTO TAB 10MG NDC#50458058030	90					

Identify 2nd AWP Publication (if applicable): _____



Response to City of Albuquerque



Solicitation Number: RFP-2025-744-DFA-ID

Workers Compensation Cost Containment Service – Pharmacy Management

February 13, 2026

Presented by Dennis Hoffart



February 13, 2026

Dear Mr. Davila,

On behalf of Enlyte, I am pleased to submit our response to the City of Albuquerque's Request for Proposals for Pharmacy Benefit Management services. As your current PBM provider, we deeply value our partnership and the trust you have placed in us to serve your employees.

Throughout our relationship, we have worked diligently to deliver cost-effective pharmacy solutions while ensuring injured employees receive timely, appropriate medication care. Our established systems, customized formularies, and dedicated service team have been fine-tuned to meet the City's specific needs, resulting in measurable outcomes that support both financial and clinical goals.

Continuing your partnership with Enlyte offers the City significant advantages:

- **Zero Transition Risk:** No disruption to injured employees' medication access, no implementation delays, and no data migration challenges and internal costs that come with changing vendors.
- **Proven Performance:** Demonstrated success in managing costs while maintaining high-quality care, evidenced by our consistent program metrics.
- **Established Integration:** Fully operational connection with your Origami Risk system that continues without interruption or development costs.
- **Dedicated Support Team:** Client Service Managers and clinical staff who understand your program's unique needs and have established relationships with City personnel.

Our response details how we will continue to enhance our service delivery, implement innovative cost containment strategies, and provide the transparent reporting and support the City requires. We remain committed to evolving our partnership to meet your changing needs while maintaining the stability and reliability you have come to expect.

We appreciate the opportunity to continue serving the City and look forward to discussing our proposal further.

Kind Regards,

Dennis Hoffart
Vice President of Sales, Pharmacy Solutions
O 916.514.9464 | C 916.306.48



Fueling the mission to protect dreams and restore lives, by optimizing every step of the claim journey for the best possible outcome.
enlyte.com | [LinkedIn](#) | [X](#)

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2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the Terms and Conditions of the Draft Agreement; state exceptions.

Organization

Mitchell International, Inc. (part of the Enlyte family of companies, collectively “Enlyte”) is a privately held Delaware corporation, with offices located at:
9771 Clairemont Mesa Blvd, Suite A
San Diego, CA 92124

Authorized Representative

Dennis Hoffart
Vice President of Sales, Pharmacy Solutions
O 916-514-9464 | C 916-306-4850
Dennis.Hoffart@enlyte.com

Statement of Compliance with Applicable Laws

Enlyte is in compliance with all applicable laws referenced in the RFP.

Agreement to Terms and Conditions and Draft Agreement

Enlyte has reviewed the Draft Agreement and Terms and Conditions included in the RFP and agrees to the terms and conditions contained therein, with the following exceptions:

Terms and Conditions:

1. Section 3 (Tax). We propose adding the following to the end of Section 3: “The City will be responsible for applicable taxes and will reimburse Contractor for such applicable taxes.”
2. Section 18(b) (Warranties). We propose that Section 18(b) will not apply to the services provided by Contractor under this RFP.

Draft Agreement:

1. Exceptions as noted in the separately attached proposed redline (***Enlyte Certification and Exceptions_FINAL.pdf***), which reflects edits previously accepted by the City under Mitchell’s existing contract with City of Albuquerque.

Agreement to Insurance Requirements

Enlyte acknowledges and agrees to the insurance requirements as specified in the RFP, including but not limited to maintaining the required types and levels of coverage, either through direct or umbrella coverage, and providing certificates of insurance upon request. Please refer to **Appendix 1: Certificate of Insurance**.

2.1.2 Executive Summary

Provide a summary highlighting the major features of the proposal. The City should be able to determine the essence of the proposal by reading the executive summary.

The Right Partner for the City of Albuquerque

Thank you for the opportunity to respond to the City of Albuquerque's RFP for Pharmacy Benefit Management (PBM) services. As your trusted partner since 2022, Enlyte values the strong relationship we have built while providing PBM services for your workers' compensation program. Our team, including your dedicated CSM, Ali Gale, remains committed to delivering exceptional service while continuously enhancing our solutions to meet your evolving needs. As the nation's largest workers' compensation-focused PBM not owned by a group health insurer, Enlyte brings specialized expertise, innovative technology, and dedicated resources focused exclusively on the unique requirements of occupational injury claims.

Enlyte's ScriptAdvisor platform has demonstrated consistent success in managing the City's pharmacy program through our comprehensive clinical oversight, robust network access, and seamless integration with your Origami Risk system. Our solution addresses all aspects of pharmacy management—from initial prescription authorization to ongoing utilization review—while maintaining our focus on the City's primary objectives of cost containment, clinical excellence, and administrative efficiency. Across our client base, ScriptAdvisor achieves average savings of 45% on prescription costs while reducing opioid MED levels by 28% within 12 months of implementation. For the City specifically, we have maintained 99% in-network penetration while consistently decreasing overall pharmacy spend through targeted clinical interventions and cost-effective dispensing strategies.

Continuing your partnership with Enlyte provides significant advantages in meeting your key program objectives:

- **Zero Transition Risk** – Avoid disruption to injured employees' medication access, elimination of implementation delays, and prevention of data migration challenges that come with changing vendors.
- **Cost Containment** – Continue achieving significant savings beyond the New Mexico Workers' Compensation Fee Schedule through our established network pricing, proprietary Price Opportunist program that reduces costs by 94-95% across 5,000+ medications, and specialty drug management strategies.
- **Comprehensive Utilization Management** – Maintain our proven drug utilization review program with real-time clinical decision support, specialized alerts for opioids and high-risk medications, and proprietary risk scoring algorithms that identify potential issues before they escalate.

- **Seamless System Integration** – Leverage our existing integration with Origami Risk that continues without interruption or development costs, providing real-time data exchange and comprehensive reporting capabilities.
- **Administrative Efficiency** – Benefit from established workflows, trained staff, and streamlined processes that eliminate the learning curve associated with implementing a new vendor.
- **Operational Excellence** – Continued positive customer service experiences including 24/7 call center operations, investments in automation technology for speedier medication request routing and handling, as well as tight quality control measures to ensure right agent in right chair to meet your needs.

Why Enlyte?

As your incumbent provider, Enlyte offers unique advantages that new vendors simply cannot match:

Proven Performance with Your Program: Our team already understands the City's specific needs, including statutory obligations for firefighters and police officers regarding cancer and blood-borne pathogen claims. We have developed custom clinical protocols to address these specialized requirements while maximizing cost efficiency.

Established Technical Infrastructure: Our ScriptAdvisor system is already fully integrated with your Origami Risk platform, eliminating the risks associated with developing new connections. This integration provides real-time claim updates, streamlined authorization workflows, and comprehensive reporting capabilities without additional implementation costs.

Workers' Compensation Specialization: Unlike competitors primarily focused on group health, Enlyte designs solutions specifically for workers' compensation claims. Our clinical protocols, network management, and utilization review processes all reflect the unique requirements of occupational injuries and the regulatory framework of New Mexico.

Zero Implementation Requirements: While other vendors would require months to implement their systems, train your staff, and establish operational workflows, Enlyte offers immediate continuity with no transition period, implementation costs, or service disruptions.

Complete Pharmacy Program Integration: Our comprehensive approach manages 100% of pharmacy transactions including: network prescriptions, paper bills, physician-dispensed medications, and specialty drugs, providing complete visibility into your program's performance and opportunities for optimization.

The Right Partner for the City of Albuquerque

Enlyte remains committed to being more than just a vendor. We strive to be a true partner in advancing the City's workers' compensation program goals. Our established relationship provides a foundation for continued innovation and program enhancement without the risks and disruptions associated with vendor changes. By maintaining our partnership, the City preserves the knowledge, systems integration, and program optimizations we have collaboratively developed, while gaining access to new capabilities and continuous improvement initiatives.

Thank you for the opportunity to continue our partnership with the City. We look forward to building upon our successful relationship and delivering enhanced value through our comprehensive pharmacy benefit

management services. Together, we can continue optimizing medication management for injured employees while controlling costs and improving outcomes for the City's workers' compensation program.

2.1.3 Experience

Please provide detailed responses to the following items regarding your organization's experience in Pharmacy Benefit Management (PBM):

2.1.3.1 PBM Experience Overview

Describe your organization experience in providing PBM services. Specifically, indicate how long your organization has delivered PBM services to Workers' Compensation carriers and/or self-insured entities.

Mitchell International, Inc., part of the Enlyte family of companies (including Genex Services, LLC, and Coventry Work Comp Services), was founded in 1946. The organization has a long-standing commitment to excellence in insurance-claims technology, delivering software solutions to transform the auto casualty, workers' compensation (WC), pharmacy, and auto physical-damage (APD) sectors. Enlyte, the combination of Mitchell, Genex, and Coventry, is privately held and owned by Mitchell Topco Holdings, Inc.

Mitchell has been providing Pharmacy Benefit Management (PBM) services to the WC industry for over 25 years. Our ScriptAdvisor solution is:

- The #1 provider of PBM solutions for companies that exclusively serve the Property & Casualty industry (P&C).
- The third largest WC PBM provider in the US, supported by Enlyte's 5,100+ staff nationwide.

We have an unrivaled reputation as the only P&C focused PBM solution exclusively serving clients with innovative solutions deeply integrated across the entire claims process to maximize program benefit capture, increase management of all prescription care, reduce overall claim costs, and simplify the administration of claims.

2.1.3.2 Network Composition

State the total number of pharmacies included in your network. Identify whether any major pharmacy chains in the Albuquerque, NM area are excluded from your network.

Our pharmacy network includes over 65,000 locations nationwide with 308 pharmacies in New Mexico. All major pharmacy chains operating in the Albuquerque area are included in our network, such as CVS, Walgreens, Walmart, Costco, Sam's Club, and Target.

We continuously monitor pharmacy market changes and proactively recruit additional pharmacies when we identify coverage gaps, typically completing the process within seven days.

2.1.3.3 Competitive Differentiation

Explain what distinguishes your organization from your competitors focusing on technical capabilities, service delivery and any unique features or innovation that provide added value.

As the City of Albuquerque's incumbent PBM provider, Enlyte offers advantages that go beyond stated capabilities. Our differentiation is grounded in proven performance, established systems, and deep familiarity with the City's WC program. Since 2022, Enlyte has partnered with the City to deliver reliable pharmacy management specifically aligned with your regulatory environment, workforce demographics, and operational workflows. This foundation eliminates transition risk while promoting continuous program improvement.

Launched in 2016, ScriptAdvisor remains the largest WC-focused PBM not owned by a group health insurer. Unlike PBMs built for commercial health, Enlyte's ScriptAdvisor is purpose-built for the Property & Casualty (P&C) claims environment. We dedicate 100% of our technology investments, clinical expertise, and operational strategy to occupational injury pharmacy management. We apply that specialization directly to the City's program today to deliver the advantage of specialized services, strict adherence to compliance, clinical differentiation and exceptional service to our clients and their claimants.

Proven, City-Integrated Technology. Because ScriptAdvisor is already fully integrated with the City's Origami Risk system, Enlyte delivers immediate value with no development, testing, or data-migration requirements. Our technology has been operating in the City's production environment and refined based on real-world usage, not theoretical capabilities. Key technology in active use for the City includes:

- Proprietary five-step risk-scoring methodology that identifies at-risk claims earlier by evaluating prescribing behavior, injury characteristics, utilization patterns, and clinical risk indicators.
- Demonstrated system reliability with greater than 99% uptime, supporting uninterrupted access for City staff and pharmacies.
- Established, bidirectional integration with Origami Risk for real-time eligibility verification, authorization workflows, and pharmacy transaction visibility without added cost.
- Self-service analytics and reporting, including 50+ standard reports and City-specific custom reporting to support oversight and stewardship.

Because these systems are already embedded in daily operations, the City avoids operational disruption, learning curve, and implementation risk commonly associated with a new PBM transition. This results in reduced costs, staff administration confidence, and satisfaction, as well as program continuity for years to come.

Continuity of Clinical Oversight & Service Delivery. Enlyte's service delivery model is designed intentionally for Worker's Compensation and already aligned with the City's statutory obligations, internal workflows, and performance expectations. Our clinical and operational teams actively manage the City's pharmacy program today, for consistent decision-making and uninterrupted support for injured employees. This incumbent advantage includes:

- Comprehensive pharmacist-led clinical oversight on every pharmacy transaction at both the prescription and claim level.
- Dedicated client success and clinical resources with direct knowledge of the City's program structure, policies, and escalation preferences.
- Advanced fraud, waste, and abuse detection, using 190+ distinct edits to identify and prioritize potentially problematic claims.
- Compliance leadership team of more than 60 specialists who actively monitor legislative developments and formulary requirements relevant to New Mexico and public entities.
- Eliminates business and clinical risk associated with new program establishment.

The City can preserve institutional knowledge and avoid re-education, reconfiguration, and inconsistency that often accompanies vendor changes, by keeping your established service model.

Established Cost-Containment Innovation with Proven Results. As the incumbent PBM, Enlyte is actively delivering cost-containment programs already producing results for WC programs nationwide and tailored to the City's needs.

- Price Opportunist, our proprietary program addressing inflated medication pricing, which has achieved 94–95% cost reduction across 5,000+ medications.
- Fully operational First-Fill program, including digital pharmacy card delivery via text, for immediate access to medication for injured employees while capturing prescriptions in the PBM from day one.
- Capture and conversion of out-of-network (OON) and paper transactions, including physician-dispensed medications and third-party biller submissions, for earlier clinical oversight and long-term cost control.

Because these programs are already in place, the City benefits immediately, without implementation timelines or pilot phases.

By continuing its partnership with Enlyte, the City preserves:

- Existing system integrations and workflows
- Historical claim and pharmacy data continuity
- Proven clinical and financial controls
- Stable, fully operational program with no disruption to injured employees or staff

Taken together, Enlyte's incumbent status, WC specialization, established technology, and demonstrated performance position us not simply as a PBM vendor, but as a trusted advisor committed to the long-term success and stability of the City of Albuquerque's WC program.

2.1.3.4 Current References

Provide at least five (5) current references; include entity name, contact person and contact information (phone and/or email).

The references provided below represent organizations of similar size, complexity, and operational requirements to the City. Each organization has maintained a long-term partnership

with Enlyte, demonstrating our consistent ability to deliver exceptional PBM services for municipal and government entities with comparable pharmacy management needs. These clients have experienced results similar to those achieved during our existing partnership with the City, including high in-network penetration rates, significant cost savings beyond state fee schedules, and measurable clinical improvements in areas such as opioid management and formulary compliance.

Organization Name:	State of Wisconsin
Start Date:	October 2019 - Present
Contact Name & Title:	Laura Ellingson, WC Program Manager
Telephone Number:	608.264.9575
Email Address:	Laura.ellingson@wisconsin.gov

Organization Name:	City of Houston
Start Date:	2015 - Present
Contact Name & Title:	Eddie Aguilar-Hernandez, Deputy Assistant Director, WC
Telephone Number:	832.393.6167
Email Address:	Eddie.aguilahernandez@houston.gov

Organization Name:	Shasta County Risk Management
Start Date:	March 2017 - Present
Contact Name & Title:	Steve Taylor
Telephone Number:	530.225.5141
Email Address:	staylor@shastacounty.gov

Organization Name:	City and County of Denver
Start Date:	2014 - Present
Contact Name & Title:	Ray Sibely, Risk Manager
Telephone Number:	720.913.3347
Email Address:	ray.sibley@denvergov.org

Organization Name:	City of Riverside
Start Date:	January 2015 - Present
Contact Name & Title:	JoAnn Combs, WC Manager
Telephone Number:	951.826.5918
Email Address:	jcombs@riversideca.gov

2.1.3.5 Past Experience

Describe a minimum of three (3) projects of similar scope and size, For each project include: Name of the client or entity, year completed and contact person and contact information. References must be for work performed in the past three to five (3 to 5) years.

The projects highlighted below represent PBM implementations completed within the past three to five years for organizations with comparable requirements to the City. Each implementation demonstrates our ability to successfully deploy our ScriptAdvisor platform and supporting

services in diverse municipal and insurance environments with varying technical infrastructures and operational needs. These implementations have yielded measurable results including improved network penetration, enhanced clinical outcomes, and documented cost savings beyond standard fee schedules.

Organization Name:	North Carolina League of Municipalities
Start Date:	2025
Contact Name & Title:	Cyndi Smith, WC Claims Manager
Telephone Number:	919.715.8997
Email Address:	csmith@nclm.org

Organization Name:	Highview National Insurance Company
Start Date:	2024
Contact Name & Title:	Susan Goldman, Associate Director, Claims
Telephone Number:	845.363.0500 Ext. 309
Email Address:	sgoldman@highviewins.com

Organization Name:	Trinet
Start Date:	2023
Contact Name & Title:	Traci Morgan, Senior Manager, WC Claims & Corporate Insurance
Telephone Number:	941.741.4705
Email Address:	traci.morgan@trinet.com

2.1.3.6 Municipal/Government Experience

Detail your organization’s relevant experience with municipalities or other government entities.

We provide PBM services to more than 50 public entity payors with cities, counties, regional, state, and national footprints. Including numerous municipalities, utilities, and government entities.

2.1.4 Management Structure

Provide an overview of your organizational structure and management team. Describe the key staff members that will be assigned to the City account including education, training, experience and where they are located (include resumes to demonstrate their ability and experience).

Organizational Structure Overview

Mitchell International, Inc. (part of the Enlyte family of companies, collectively “Enlyte”) is a privately held Delaware corporation. Enlyte operates through specialized business units that collectively deliver integrated solutions across the workers’ compensation ecosystem.

Enlyte’s Pharmacy Solutions division is responsible for PBM services, including formulary management, clinical oversight, bill processing, and customer support. PBM operations are structured into the following specialized teams:

- **Clinical Services:** Pharmacist-led team providing medication reviews, DUR, and clinical interventions.
- **Client Success:** Dedicated account management professionals assigned to each client.
- **Technology & Analytics:** Engineers and data scientists supporting the ScriptAdvisor platform and reporting tools.
- **Call Center Operations:** 24/7 pharmacy and claimant support.
- **Network Management:** Team responsible for managing relationships with 65,000+ pharmacies nationwide.
- **Implementation Services:** Specialists in transitioning clients to the PBM program with minimal disruption.

This structure ensures that the City receives coordinated PBM management, real-time clinical oversight, and integrated claims support.

Key Staff Assigned to the City

Name / Title	Role / Responsibilities
Dennis Hoffart Vice President of Sales	<ul style="list-style-type: none"> • Serves as a responsive contact throughout the sales and implementation process and offers additional support on an as needed basis. • Assist in stewardships and business reviews. • Consults on additional products and services that can improve customer outcomes.
Alison (Ali) Gale Client Services Manager	<ul style="list-style-type: none"> • Monitoring program performance and presenting status and progress reports on the project. • Serving as client advocate and liaison with internal service departments. • Providing program reporting and attending status, quality review and acceptance meetings as required. • Providing nurse/adjuster training and educational opportunities. • Supporting the City's clinical programs. • Adjusting program workflows and offering solutions to ensure maximum program savings and compliance. • Ensuring all contractual requirements are met.
Rosie Cruze Senior Director of Operations, Pharmacy Solutions	<ul style="list-style-type: none"> • Works with the City to design and implement its PBM program. • Continuously monitors customer service levels and identifies areas for process improvement.
Dr. Mitch Freeman PharmD: Chief Clinical Officer	<ul style="list-style-type: none"> • Develops industry leading clinical intervention programs for Mitchell's PBM to help ensure claimant safety and reduce pharmacy expenditure • Supports the strategic direction of the division by leading PBM product development initiatives. • Serves as the Pharmacy Division's clinical PBM expert to support Mitchell and its clients.
Brian Allen VP of Government Affairs	<ul style="list-style-type: none"> • Provide clients with insight into new legislation and regulations. • Leads Mitchell's efforts to advocate on behalf of our customers in regulatory and legislative issues. • Provides industry thought-leadership. • Works directly with product and operations teams to ensure correct implementation of regulatory updates.

Name / Title	Role / Responsibilities
Jeff Mugleston Senior Business Process Consultant and Director of Implementation	<ul style="list-style-type: none"> Leads implementation team to ensure that all City requirements are understood and embedded in your program before the launch date. Runs multiple testing phases for eligibility and invoicing before go-live and training for all key staff members to ensure your service without disruption.
Mike Bishop SVP, Product & Technology	<ul style="list-style-type: none"> Leads technical product development, technical product strategy, direction, and execution. Focus on the City's plan design, network management, retail & home delivery services. Oversight for current and future pharmacy program design. New product development, process improvement, and customer service.
Jason Hodges, R.Ph. Director of Pharmacy Operations (Mail Order)	<ul style="list-style-type: none"> Oversees home delivery pharmacy. Develops pharmacy procedures and improves processes. Ensures high level of quality service.

Please refer to **Appendix 2: Key Staff Resumes** for key staff resumes that include education and experience.

2.1.5 Response

A point-by-point response, in the order listed, to each requirement under Part 3 Scope of Services. Demonstrate how the Offeror intends to provide excellent customer service to the City. The response shall include a detailed transition plan, including a timeline for transition.

Please refer to **Part 3 Scope of Services**.

2.1.6 Summary

A complete narrative of the scope of services to be performed including the ability, approach and resources needed to fulfill the City's performance expectations.

Comprehensive PBM Service Approach

As the City's incumbent Pharmacy Benefit Management provider, Enlyte offers a seamless continuation of services while implementing strategic enhancements to optimize program performance. Our comprehensive PBM solution addresses all aspects of pharmacy management for workers' compensation claims through integrated clinical expertise, technological innovation, and dedicated service delivery. With the objective of strong clinical oversight coupled with medication appropriateness and safety, Enlyte partners with the City to provide insightful and cost-effective programs.

Core Service Components

Pharmacy Bill Management

Enlyte will continue processing all pharmacy bills in accordance with New Mexico Fee Schedule and Rules, applying our "Lessor Of" logic to ensure the City receives the most advantageous pricing. Our established system includes mandatory generic substitution protocols, step therapy implementation,

paper bill processing, out-of-network claim management, and specialized compound medication review, all designed to maximize cost efficiency while maintaining appropriate medication access.

Custom Formulary Administration

Enlyte maintains the City's existing custom formulary, our structured approach includes regular formulary review cycles, individualized adjustments for specific clinical needs, and electronic management capabilities, all supported by sophisticated technology and clinical governance.

Authorization and First Fill Services

Our secure, web-based ScriptAdvisor platform provides real-time claim tracking, streamlined authorization workflows, and comprehensive reporting. Standard authorization timeframes ensure prompt medication access, while our established communication protocols and pharmacy card issuance maintain continuity for injured employees.

Drug Utilization Review Program

Enlyte's comprehensive DUR program leverages real-time clinical decision support, specialized alerts, and systematic protocols to promote safe, effective medication use. This includes medication appropriateness evaluation, interaction screening, generic substitution promotion, misuse/fraud detection, and specialized opioid monitoring. This is all supported by clinical pharmacist oversight and physician intervention strategies.

Technology Infrastructure

Our robust data systems support seamless integration with the City's Origami Risk platform, daily claims processing, secure electronic data transfer, comprehensive billing management, and standardized payment file delivery. This established technology infrastructure eliminates transition risks while maintaining HIPAA/PHI compliance and data security.

Reporting and Analytics

Enlyte provides comprehensive program oversight through on-demand reporting tools, customizable analytics, and regularly scheduled program assessments. Our reports deliver actionable insights on claim activity, medication history, fee schedule compliance, and network savings enabling data-driven program management.

Service and Support

Enlyte's dedicated customer service line operates 24/7/365, providing support to City staff, injured employees, healthcare providers, and pharmacies. Our established dispute resolution protocols, reverse charge management, and claim correction procedures ensure consistent program administration. A dedicated Client Services Manager with extensive workers' compensation experience provides strategic program oversight.

Implementation Approach

As the incumbent provider, Enlyte offers unmatched continuity with no implementation risk. Our existing systems, integrations, and processes will continue uninterrupted, eliminating the risks typically associated with vendor changes. Rather than focusing on implementation, we will direct our efforts toward program enhancement, optimization opportunities, and service refinements through regular planning sessions with City stakeholders.

Resources and Expertise

Enlyte commits substantial resources to support the City's program, including:

- Experienced clinical pharmacists and medical staff
- Dedicated account management and customer service teams
- Specialized IT personnel maintaining system integrations
- Regulatory compliance experts monitoring legislative changes
- Data analytics specialists providing program insights

Through this comprehensive approach, Enlyte will continue delivering cost-effective pharmacy management while ensuring injured employees receive appropriate, timely medication care—all while maintaining the stability and reliability the City has come to expect from our long-standing partnership.

Part 3 Scope of Services

3.1.1 Pharmacy Bill Reduction

The successful Offeror shall receive, review, reduce, and pay pharmacy bills in accordance with the New Mexico Fee Schedule and Rules, or contracted pharmacy rates—whichever provides the greatest cost savings to the City.

Acknowledge and will comply.

Offerors must respond to the following:

A. Generic vs. Brand Name Drug Dispensing Policy:

1. Describe your company's policy regarding the dispensing of generic versus brand name medications.

We enact comprehensive, multi-faceted strategies to maximize the use of generic medications wherever possible to ensure low-cost medication fills.

- ScriptAdvisor enforces generic substitution at POS wherever allowed by law. All network pharmacies are prompted and required to fill prescriptions with suitable, medically appropriate generic medications, to effectively manage cost and therapeutic value.
- When a treating physician indicates medical necessity for a brand-name drug on a multi-source product and the pharmacist processes the prescription with a DAW code, a reject alert is triggered. ScriptAdvisor automatically sends a DAW letter to the physician requesting review and substitution with a more cost-effective, therapeutic equivalent drug. Ongoing outreach, including multiple faxes and contacts with the physician, continues until a response is received to validate the need for a brand medication.
- All correspondence with providers is logged in the web portal, accessible to adjusters and nurse case managers; for instance, LMNs are submitted to physicians to address potential issues with continuous prescribing patterns, particularly for opioids and other high-cost medications.
- Physicians who continuously prescribe brand medications are flagged; if outreach efforts do not change these patterns, we escalate to adjusters for possible removal from the network or to move the patient to another physician, where jurisdictionally permitted.
- When a new generic is released, it is automatically loaded in our system and immediately available, with rules enforcing its use over the brand equivalent.
- Our Step Therapy program identifies over 130 drugs commonly used in WC with significantly less expensive therapeutic alternatives, discovering 4-5 new drug products per month; any targeted medication is blocked from processing, and the pharmacist is instructed to contact the prescriber for the lower-cost alternative.
- The Price Opportunist Program identifies NDCs associated with statistically high AWP and instructs the pharmacy to dispense a lower AWP version; most clients

choose to auto-deny these outlier NDCs, achieving a 95% denial rate for price-gouging activities.

- Generic conversion is automatically enforced when a generic is available and DAW is not indicated; when DAW is present, ScriptAdvisor blocks the prescription and issues a DAW letter requesting documentation for brand necessity, resulting in over 99% generic efficiency.
- Standard reporting includes brand vs. generic summary (dollars and scripts), so you can monitor conversion success; performance metrics like generic substitution rates (average 99% generic efficiency rate) are also tracked and reported for continual improvement.

2. Do you utilize a step therapy protocol to encourage the use of generics before brand name drugs? If so, please explain your approach.

Yes. Enlyte's step-therapy protocol is a key component of our pharmacy management approach. Our program promotes both cost-effective medication therapy and appropriate clinical care for injured employees.

Many drug manufacturers in the WC environment create products based on ingredients already available as generics. By altering formulations or combining ingredients with other common drugs, manufacturers can make their products available only as expensive brands. These modifications often provide little or no additional clinical benefit while dramatically increasing costs.

How Our Step Therapy Works

When a targeted medication is processed at the point of sale (POS), our system evaluates whether more cost-effective alternatives should be tried first. If step therapy is indicated, the medication is temporarily blocked.

The pharmacist receives a detailed message with instructions to contact the prescriber for lower-cost alternatives. This leverages the same process used in group health insurance, making it familiar to pharmacists and physicians. If the prescriber refuses to comply with the step therapy request, prior authorization will be required.

3. Do you offer an e-prescribing platform that enables medical providers to access the injured employee's formulary and medication history at the point of care?

Yes. Enlyte offers a comprehensive e-prescribing platform that enables medical providers to access both injured employees' formulary information and medication history at the point of care. Through our integration with SureScripts, the largest health information network in the United States, we connect healthcare systems, pharmacies, and providers in a seamless information exchange.

When treating injured employees, providers gain real-time access to verify:

- Injured employee's eligibility
- City-specific formulary requirements
- State formulary compliance
- Complete medication history for informed prescribing decisions

This point-of-care access delivers significant clinical benefits by increasing first-fill medication adherence by 20% and improving patient safety through better medication management. Providers can recommend evidence-based alternatives when appropriate and ensure all prescriptions align with approved clinical guidelines before they are written.

Operationally, this system reduces pharmacy callback calls, eliminates delays in medication access, streamlines authorization processes, and creates more efficient workflows for all stakeholders. By influencing prescribing decisions at their source rather than after the fact, the platform helps ensure medications are appropriate, formulary-compliant, and cost-effective for the City's program.

4. Do you provide a pharmacy mail service option for injured employees?

Yes. The comprehensive mail-order program through ScriptAdvisor is integrated with Prescription Mart, a highly automated mail-order facility from our Script Care network partner. Prescription Mart is fully integrated to ScriptAdvisor's processing systems, filling prescriptions, and shipping according to each client's specific business rules, including formulary application and PA protocols.

Our dedicated mail-order service team manages all aspects of patient enrollment, including contacting claimants to discuss mail-order benefits, coordinating transfer of existing prescriptions from other pharmacies, and reaching out to prescribing physicians for new prescriptions when needed. The workflow is designed for positive patient experience and maximized retention.

- Simple enrollment process with support from our mail order service team
- Claimant selection of medications they prefer locally filled vs delivered
- Coordination of prescription transfers and physician outreach
- Ability to ship unique medications requiring refrigeration or other special handling
- Deeper discounts for mail order dispensed medications
- No shipping cost to the City (CII medications: 2-day shipping with signature required; refrigerated medications: overnight shipping; controlled medications: USPS with signature required; maintenance medications: USPS)
- Automated refill reminders via phone, text, or email, with opt-out capability
- Access to a portal and mobile app for claimants to manage mail order prescriptions

Exceptions in the filling and delivery process are proactively managed by our mail-order team, including outreach to prescribers for new prescriptions or coordination with local retail pharmacies in case of delivery delays. Our approach ensures a seamless, efficient, and patient-focused mail order experience for both the City and your injured employees.

B. Pricing Compliance: Detail the measures your organization takes to ensure prescription pricing remains within or below the New Mexico Fee Schedule.

We take a systemic approach to process every prescription within or below the required fee schedule limits. Our invoicing system automatically applies "Lessor Of" logic to all prescription pricing. This ensures the City always receives the lower of our contracted network rate or the New Mexico fee schedule. We adhere to the fee schedule through proactive monitoring of New Mexico regulations:

- Compliance analysts use legal search tools to research and update comprehensive regulatory databases.
- Registration for direct news updates from New Mexico regulatory agencies.
- Subscriptions to publications announcing proposed and enacted regulatory changes.
- Participation in industry consortiums that collectively monitor legislative updates.

Your CSM receives regular internal updates to resolve any compliance concerns, with details of quarterly regulatory reports distributed to clients. Our advanced preparation allows us to respond, not react, to changes in the fee schedules, billing requirements, and state reporting rules

Verification Procedures

- **Pre-Implementation Validation:** Thorough testing before implementing client programs.
- **Systematic Auditing:** Regular internal audits of processed claims verifies continued compliance.
- **Exception Management:** Immediate correction protocols if any pricing discrepancy is identified.

This multilayered strategy ensures continuous compliance with New Mexico WC fee schedule requirements, protecting both the injured employee and employer interests while simplifying administration for the City.

C. Paper Bill Processing: Explain your process for handling paper bills submitted by pharmacies or third-party billers.

Enlyte offers multiple options for receiving pharmacy bills: paper documents, digital images, data extracts. When we receive paper bills from network pharmacies, we:

- Immediately contact the pharmacy to update the patient's insurance information
- Add the Enlyte ScriptAdvisor BIN/PCN for all subsequent prescription fills
- Process all prescriptions, whether received on paper or electronically, at contracted in-network discount rates

The City receives all eligible discounts regardless of submission method

Third-Party Biller Paper Bills

Enlyte's strategy to manage third-party billers includes prescriptions dispensed from in- and out-of-network retail pharmacies, mail order, physician dispensed, co-mingled bills, and compounds. All third-party bills are retrospectively reviewed against plan design, inclusive of all formularies, DUR edits, and applicable fee schedule or negotiated rate pricing. ScriptAdvisor clients can achieve up to 29% additional reductions on paper billed transactions, including those from third party billers, as a result. Clients can choose from several options to receive and review paper prescription charges:

- All prescriptions dispensed from retail in-network pharmacies, whether received on paper via a third-party biller or electronically through the pharmacy's POS system directly to ScriptAdvisor, are billed at network discount rates on all prescriptions for eligible claims, regardless of original submission method.

To reduce future incidents of third-party billing, we contact the pharmacy and facilitate updates to the patient's insurance information to the ScriptAdvisor BIN/PCN for subsequent fills. Upon receipt of paper bills from third-party billers for out-of-network pharmacies, we pursue contracting with the pharmacy as an added measure to increase network penetration. With client permission, we contact the third-party biller to direct all client third-party bills to ScriptAdvisor. The claimant is also contacted and advised of network pharmacy options and reminded to use their ScriptAdvisor pharmacy identification card. Mail-order services for eligible patients may also be offered. If the out-of-network prescription is physician dispensed, a letter is sent to the treating physician explaining the benefit and necessity of an in-network pharmacy.

Enlyte's PBM network includes contractual relationships with major third-party billers and out-of-network pharmacies, such as IWP, Prescription Partners, Injury Rx, and Concentra. While SRPS and HealthLift are not contracted, they are supported through our established processes for third-party bill management. Estimated savings off fee schedule are Third-Party Billers (SRPS, HealthLift, etc.): 54%, IWP: 2.5%, Prescription Partners: 3.5%, Injury Rx: 3.5%, Concentra: 3.5%. ScriptAdvisor applies in-network discounts on any prescription dispensed by a network pharmacy location, regardless of submission method, for 100% of prescriptions from retail network locations receive discounts. ScriptAdvisor handles remittance to the third-party biller and submits its invoice to the client at the contractual discounted rate. This ensures clinical management, cost savings, and network optimization for all third-party billed transactions.

D. Out-of-Network Capture: Describe your methodology for identifying and managing prescriptions filled outside of your pharmacy network.

We handle all paper bills on behalf of our clients. OON bills undergo the same pricing and clinical evaluation as in-network prescriptions. This way, reviews are consistent with fee schedule or contracted rates, clinical appropriateness, and formulary adherence.

Conversion Methodology

For network pharmacies billing outside our POS program, transactions are converted to network billing. The pharmacy is contacted through ScriptAdvisor's re-directing process, so future transactions are processed in-network at POS.

To maximize network penetration over time, we proactively reach out to any OON pharmacies identified and attempt to enroll the pharmacy in our network. This streamlined methodology gives all prescriptions appropriate clinical and financial oversight while continuously expanding our network coverage.

E. Compound Medications: Outline your approach to reviewing, approving, and pricing compound medications.

ScriptAdvisor has multiple automated and active steps to control the cost effectiveness and clinical appropriateness of compound medications. They are rarely included on ScriptAdvisor formularies and generally blocked at the POS, triggering a PA workflow for adjuster or nurse case-manager review. Clients choosing the Price Opportunist Program experience near 100% elimination of compounded medications through auto-denial functionality.

When compounded medications must be paid for or are mandated, ScriptAdvisor partners with a leading compounding company to provide them at highly discounted, in-network rates. Enlyte facilitates prescription transfer to a preferred Board-accredited compounding pharmacy for cost-effective ingredients and additional discounts. Other benefits include recommended 30-day supply at 120 grams, alternative pain-management solutions, safe and effective formulations, patient education, ingredient strength management, and reformulations at no cost to the insurer/payor.

All compound prescriptions are adjudicated to specific state fee schedules and/or contracted discount rates and reviewed for authorization. The program ensures accurate pricing, regulatory compliance, and cost-effectiveness while maintaining patient safety and quality. During implementation, we work with clients to customize a compound drug program that meets specific needs, partnering with DiVyo Health Solutions for such medications.

3.1.2 Specialty Drugs

The City of Albuquerque seeks the most competitive pricing available for specialty pharmaceuticals related to cancer treatment, HIV prophylaxis, and Hepatitis C. This requirement stems from statutory obligations to provide coverage for cancer and blood-borne pathogen claims for its firefighters and police officers.

- A. Price Negotiation Commitment: Will the Offeror negotiate directly with manufacturers or wholesalers to secure pricing for cancer-related medications at or below the Manufacturer's List Price or Wholesale Acquisition Cost (WAC), inclusive of all applicable discounts, rebates, or other cost-reduction mechanisms?**

We understand the critical importance of providing cost-effective coverage for cancer treatment, HIV prophylaxis, and Hepatitis C medications for your firefighters and police officers in accordance with your statutory obligations.

ScriptAdvisor maintains access to and oversight of specialty drugs just as we do for non-specialty medications. We maintain access to specialty drugs through our retail network and participate in specialty network distribution programs with more than 50 manufacturers for over 110 medications.

We are also contracted with Accredo to give injured employees comprehensive access to top pharmacy specialty drug products and services, while managing costs for our clients. Accredo's experience includes over 30 years' managing specialty pharmacy for thousands of clients of all types. Accredo serves more than 500,000 patients annually with complex specialty conditions. Their expertise and scale provide a depth of clinical specialization that promotes patient wellbeing and improves health outcomes.

Enlyte will extend our proposed retail rate for all specialty drugs billed through the network. Our deeply discounted pricing proposal reflects the value of rebates.

B. Billing Methodology: Will the Offeror utilize Actual Acquisition Cost (AAC) billing when it results in a lower cost to the City than the New Mexico Workers' Compensation Fee Schedule?

The drug price is determined as a fixed discount off the Average Wholesale Price (AWP) using the Medi-Span® drug compendium for all prescriptions processed at point-of-sale and invoiced through Enlyte Pharmacy Solutions. Processed medications will be priced at lesser of New Mexico Fee Schedule at the proposed Retail and Mail Order Network rate.

C. Cost-Saving Innovations: Offeror shall propose innovative cost-containment strategies that benefit the City, including but not limited to:

- **Rebate optimization programs**

Enlyte's pricing model incorporates the value of manufacturer rebates directly into the **upfront drug pricing structure**, ensuring clients receive the financial benefit immediately rather than waiting for rebate disbursements. Instead of issuing prorated or periodic rebate refunds, Enlyte "pre loads" the projected rebate value into the guaranteed AWP discounts. This approach provides predictable, consistent pricing and eliminates the 180+ day lag normally associated with traditional rebate programs.

- Under this model, **rebates are fully reflected in the overall pricing**, meaning the City does not need to track or reconcile separate rebate payments. Enlyte assumes the financial risk of rebate collection for all brand drugs submitted for manufacturer rebates.
- This pricing strategy ensures clients receive the full economic value of rebates through guaranteed discounts at the point of sale, simplifies administration, and protects clients from fluctuations caused by brand to generic conversions or changing rebate eligibility.

- **Outcomes-based pricing models**

While Enlyte does not currently offer traditional outcomes-based pricing models where fees are directly tied to specific clinical outcomes, we have developed a comprehensive suite of cost containment strategies that effectively reduce costs while improving patient outcomes and safety.

Our approach focuses on proactive clinical management and technology-driven solutions that address the root causes of pharmacy cost drivers rather than reactive pricing adjustments. These strategies have consistently demonstrated superior results for our clients:

Comprehensive Cost Containment Strategies

Price Opportunist Program

Our proprietary AI-powered solution identifies high-cost medications with low therapeutic value. This program has achieved a 94% reduction in over 4,500 drugs, including private label topical analgesics, eliminating up to 7% of total prescription spend through denials of these high-cost, low-value drugs.

Five-Step Risk Scoring Program

Our advanced risk assessment technology provides early identification of potentially problematic claims, allowing for timely intervention. This program has demonstrated a 28% reduction in MED (Morphine Equivalent Dose) levels in the first 12 months and a 45% decrease by 24 months, delivering an overall ROI of 3:1 in the first year and 6.5:1 after two years.

Smart Routing and Smart PA Technology

Our intelligent workflow automation ensures the right claims are reviewed by the right clinical resources at the right time, reducing unnecessary touchpoints for claims examiners while ensuring appropriate clinical oversight. This technology allows for customized routing based on medication type, dollar threshold, and other criteria to optimize clinical resource allocation.

Step Therapy Program

We've identified over 130 drugs commonly used in workers' compensation that have significantly less expensive therapeutic alternatives. When a targeted medication is processed, our system prompts pharmacists to contact prescribers for lower-cost alternatives, resulting in an average 22% reduction in spend on these medications.

By implementing these innovative strategies, we deliver superior cost containment while simultaneously improving patient safety and outcomes. Our approach focuses on addressing the underlying drivers of pharmacy costs rather than simply shifting financial risk through pricing models. This comprehensive strategy has proven more effective at delivering sustainable cost savings while ensuring appropriate clinical care for injured workers.

- **Patient assistance programs**

We understand navigating pharmacy benefits during recovery from workplace injuries can be challenging. Our ScriptAdvisor PBM program provides comprehensive support to ensure injured workers receive seamless care. Our 24/7/365 Customer Assistance Center is staffed with multi-lingual specialists trained to help injured workers find in-network pharmacies, resolve coverage issues, answer medication questions, and facilitate approvals, all available around the clock.

Our first fill program eliminates barriers to initial treatment by ensuring injured workers receive their prescriptions without delay or out-of-pocket expense, even before claims are fully processed. The innovative Text-to-Fill feature delivers prescription information directly to mobile devices, while multiple access options (phone, email, text) provide flexibility. Pharmacies can also contact our center directly for authorization, ensuring no costs are passed to the injured worker.

We've embraced digital solutions to enhance convenience, including mobile Text-to-Fill for immediate prescription processing, two-way texting for real-time communication about mail order prescriptions, and a mobile app allowing patients to refill medications 24/7, set reminders, and interact with pharmacy staff. Educational resources covering medication

safety, opioid risk awareness, and alternative treatments are available in multiple languages to support recovery.

Through these comprehensive assistance programs, injured workers receive the care they need with minimal disruption, supporting their recovery while controlling costs through effective medication management and network utilization.

- **Specialty drug carve-outs or alternative funding solutions**

Enlyte does not offer traditional specialty drug carve-outs or alternative funding solutions. Instead, our integrated specialty medication program leverages our extensive retail network to dispense most specialty prescriptions at lower costs than specialty-only channels. Our partnership with URAC-accredited Accredo ensures comprehensive access to specialty medications while controlling costs. We pre-identify high-cost medications for clinical review and provide case management and adherence programs to ensure appropriate utilization. This approach maintains clinical oversight across all medication categories, eliminates care fragmentation, reduces administrative complexity, and delivers more consistent cost management than traditional carve-out models, ultimately achieving better patient outcomes and sustainable cost control without separate benefit structures.

3.1.3 Custom Formulary

A custom pharmacy formulary shall be developed in collaboration with the City's Employee Health Center Medical Director and the City's Workers' Compensation Coordinator to address the specific clinical and therapeutic needs of the City's injured employees.

A. Formulary Development Process: Describe in detail the process your organization uses to develop a custom formulary tailored to a client's unique needs.

Our formulary management program maximizes the impact of each client's individual clinical management objectives, responds to ongoing clinical and technological enhancements, and adjusts as the industry evolves. ScriptAdvisor offers a flexible, highly customizable system to meet the therapeutic needs of injured employees.

The City can leverage our recommended gold-standard formulary with extensive customization options to manage pre-approved, injury-related prescriptions. The Enlyte Pharmacy Standard (EPS) Acute & Maintenance Formulary features a date of injury focus, built-in clinical controls (such as quantity and day supply limits, dollar thresholds, and safety thresholds like morphine-equivalent dose limits), evidence-based foundation, dynamic management with regular updates through our Pharmacy & Therapeutics (P&T) Committee at least quarterly, as well as the added benefit of Enlyte's specialty drug list and proprietary Price Opportunist list that identifies high-dollar, low therapeutic value NDCs. Clients have a variety of options, including establishing rules down to the therapeutic class- or medication-specific levels to meet unique requirements.

Claimant-specific customization is fully supported in our program. Edits based on medical relatedness, NCCI/ICD codes, or specific drug classifications are also configurable. Our dynamic formularies adjust as the claim ages for appropriate drug therapy throughout the claim lifecycle.

Types of formularies available include:

- **First Fill.** Customized by client, designed for newly injured employees to ensure only injury-related medications are dispensed. We accept financial risk on first fills if the claim is denied.
- **Workers' Compensation (EPS).** Contains only medications typically used in the treatment of work-related injuries, customizable to client needs, and dynamically adjusts with claim age.
- **Injury-/Body Part-Specific.** Based on the injured body part and nature of injury, includes only appropriate medications and adapts as the claim ages.
- **State-Specific.** Experience implementing and managing state-mandated formularies, ensuring compliance and timely updates.
- **Custom.** Ability to customize any formulary to meet specific client needs, deployable for any subset of injured employees and defined criteria.
- **Surgical.** Short-term addition of medications for pre- and post-operative needs.
- **Emergency.** Implements customizable emergency override protocols for after-hours, holidays, disasters, and national emergencies.

Oversight and continual review of our formulary system is provided by our P&T Committee, comprised of Doctors of Pharmacy and a Medical Director, with regular updates to evidence-based recommendations. We pride ourselves on a thorough, thoughtful approach to formulary management on behalf of our complex and varied client needs.

Include:

- **The roles and responsibilities of clinical staff, pharmacists, and client representatives.**

Custom Formulary Development Process: Roles and Responsibilities

Group / Role	Responsibilities
Clinical Staff.	
Chief Clinical Officer	Provides executive oversight of formulary design, ensuring alignment with evidence-based guidelines and industry best practices
Clinical Program Managers	Implement and monitor formulary performance, making adjustment recommendations based on outcomes data.
Regulatory Specialists	Ensure formulary compliance with jurisdictional requirements, state-mandated formularies, and relevant regulations.
Designated Clinical Pharmacist	Works directly with the City to design formularies that meet your unique needs, serving as the primary clinical contact throughout development.
Pharmacists and P&T Committee	
Pharmacy & Therapeutics (P&T) Committee	Develops and maintains all standard formularies including Step Therapy and the Price Opportunist medication list. This committee includes Medical Director and pharmacist representatives from Clinical

Group / Role	Responsibilities
	Operations, Clinical Account Management (Core & Federal), Regulatory, Communications, Pharmacy Review, Product Development, and the Chief Clinical Officer.
Formulary Management Pharmacists	Design drug categories, evaluate inclusion/exclusion criteria, and determine appropriate prior authorization requirements.
Drug Information Specialists	Research medication efficacy, safety profiles, and cost-effectiveness to support formulary decisions.
Utilization Review Pharmacists	Evaluate complex medication requests against formulary guidelines, providing clinical rationale for decisions.
Client Representatives	
Client Services Manager	Serves as primary point of contact, communicating client goals and preferences to the clinical team.
Account Executives	Gather initial requirements and expectations, ensuring the formulary aligns with client business objectives.
Implementation Specialists	Coordinate technical aspects of formulary deployment and system configuration.
Program Analysts	Track formulary performance metrics and present results during program reviews.

- How input from the City’s Medical Director and Workers’ Compensation Coordinator will be incorporated.**

As the City's incumbent PBM provider, we have established a collaborative formulary development methodology that fully incorporates input from the City's Medical Director and Workers' Compensation Coordinator. This proven approach ensures the formulary reflects both clinical best practices and the City's operational realities.

In our standard process, which we have successfully implemented with the City, stakeholder input begins during discovery sessions where they help define clinical priorities, identify common injury patterns, and highlight challenges within medication management. This insight shapes the formulary design, with the Medical Director guiding clinical parameters—such as preferred treatments, pain-management approaches, and step-therapy logic—while the Workers' Compensation Coordinator provides operational context around workflows, authorization processes, and provider communication needs.

Both stakeholders review draft formularies to assess clinical appropriateness and operational feasibility. Their feedback is incorporated through collaborative refinement sessions, and final approval requires sign-off from both parties.

This involvement continues through implementation and beyond, with stakeholders helping tailor provider messaging, staff training, and exception-handling protocols. After

launch, they participate in regular performance reviews and maintain the ability to request adjustments as clinical needs, regulations, or workforce trends evolve.

This collaborative approach has already proven successful in our partnership with the City and forms the foundation of our ongoing formulary management practices.

- **The timeline and methodology for initial formulary creation.**

Phase & Timing	Key Activities
Weeks 1-2: Discovery Phase	<ul style="list-style-type: none"> • Initial consultation with City stakeholders to gather requirements • Collection and analysis of historical claims data • Assessment of current medication management practices • Identification of key clinical and administrative priorities
Weeks 3-4: Design Phase	<ul style="list-style-type: none"> • Development of draft formulary structure based on client needs • Creation of drug classifications and prior authorization criteria • Integration of applicable jurisdictional requirements • Configuration of injury-specific medication pathways
Week 5: Collaborative Review	<ul style="list-style-type: none"> • Presentation of draft formulary to City stakeholders • Collection of feedback and requested modifications • Refinement based on City Medical Director and Workers' Compensation Coordinator input
Week 6: Finalization & Approval	<ul style="list-style-type: none"> • Submission of final formulary for City approval • Documentation of all formulary rules and guidelines • Preparation of implementation materials
Weeks 7-8: Technical Configuration & Testing	<ul style="list-style-type: none"> • Programming of formulary rules into ScriptAdvisor system • Quality assurance testing with sample claims • Verification of system performance and rule application

Phase & Timing

Key Activities

Week 9 Implementation & Training

- Staff training sessions
- Distribution of formulary resources
- Go-live with new formulary

Methodology for Formulary Development

Our formulary development approach combines clinical rigor with the flexibility needed to support the City’s unique workforce. Each formulary is built using an evidence-based framework grounded in ODG and ACOEM treatment guidelines to ensure clinical appropriateness and alignment with industry standards.

We use a customizable classification structure based on the Generic Product Identifier (GPI), allowing us to tailor the formulary at any level—from broad therapeutic classes to specific drug strengths or individual NDCs. This flexibility supports injury-specific strategies informed by NCCI injury codes or primary ICD-10 codes, with additional tailoring available for specialized groups such as first responders, police, fire, and healthcare personnel.

Customization can incorporate a range of claim characteristics, including:

- State jurisdiction
- Injury type and severity
- Claim age
- Employee classification
- Exposure risks or other relevant factors

Clinical oversight is provided by our Pharmacy & Therapeutics (P&T) Committee, which reviews and approves all formulary components and evaluates new FDA-approved medications on a quarterly basis.

Throughout development, we maintain a collaborative dialogue with City stakeholders to ensure the formulary reflects their operational needs and clinical priorities while remaining fully adaptable.

• **Any tools or systems used to support formulary design and customization.**

Enlyte employs several specialized tools to support comprehensive formulary design and customization:

- **Clinical Analytics Platform** that analyzes medication patterns and outcomes to inform evidence-based formulary decisions
- **Formulary Builder Interface** where our clinical team constructs customized formularies based on drug classes and clinical guidelines

- **ScriptAdvisor Formulary System**, our core technology that provides flexible, configurable formulary capabilities including, web-based portal for real-time formulary modifications, Smart Route Tool for claim-specific adjustments, and Price Opportunist Program for cost management.
- **Point-of-Sale Integration System** that connects formulary rules directly to pharmacy dispensing systems for real-time enforcement

B. Formulary Review and Adjustment Intervals: Indicate whether your organization follows set intervals for reviewing and updating the formulary.

Yes. Enlyte follows structured intervals for reviewing and updating formularies to ensure they remain clinically appropriate, cost-effective, and compliant with regulations.

If so, specify:

- **The frequency of reviews (e.g., quarterly, biannually).**

We maintain a multi-tiered review schedule:

Review Type	Description
Quarterly Comprehensive Reviews	The Pharmacy & Therapeutics (P&T) Committee conducts full evaluations of all formulary components each quarter to ensure clinical accuracy and alignment with current best practices.
Monthly Clinical Updates	Our clinical team reviews new drug approvals and updates treatment guidelines monthly to keep formularies current.
Immediate Safety Reviews	Any drug safety alerts, recalls, or urgent clinical developments trigger an immediate off-cycle review to address potential risks.
Annual Client-Specific Reviews	Each client receives a dedicated annual review of their complete formulary with their account team to confirm alignment with program goals and emerging trends.
Custom Review Cycles	When needed, we support client-requested review intervals that differ from the standard schedule

- **The criteria used to determine necessary changes.**

Our formulary updates are guided by a combination of clinical, financial, utilization-based, and regulatory factors to ensure each formulary remains current and aligned with best practices. Clinical evidence is a primary driver, with updates informed by new FDA

approvals or expanded indications, changes to treatment guidelines such as ODG and ACOEM, emerging clinical trial data, and newly issued safety warnings or contraindications.

Financial considerations also shape updates. Patent expirations that introduce generics, significant price shifts or manufacturer discontinuations, and the availability of more cost-effective therapeutic alternatives all prompt review. We also monitor medications with inflated AWP values to ensure appropriate cost-management strategies.

Utilization patterns provide another important lens. We evaluate prescribing trends, prior authorization outcomes, and medication classes with high exception rates. Client-specific utilization data is incorporated as well, helping us identify unique needs or emerging issues within a particular workforce.

Regulatory changes further influence updates, including revisions to state-mandated formularies, new jurisdictional requirements, and updates to Medicare or ODG guidance that affect workers' compensation programs.

- **How stakeholders are notified and involved in the review process.**

We take a collaborative, transparent approach to keeping stakeholders informed and engaged throughout the formulary review process. Before each review cycle, we gather input through customized online surveys, feedback from claims examiners, clinical insights from the Medical Director, and provider comments submitted through our portal. This ensures the review begins with a clear understanding of stakeholder needs and real-world challenges.

Once updates are finalized, we communicate changes through multiple channels to ensure clarity and consistency, including:

- Formal notification letters and secure portal announcements
- Documentation outlining changes and the supporting clinical rationale
- Educational webinars and summaries explaining key modifications
- Implementation timelines with clear effective dates

To support adoption, we also provide training and reference materials. Claims staff receive updated guidance on new provisions, providers receive education on changes that affect prescribing, and all stakeholders are given refreshed reference tools. Significant updates are communicated with at least 30 days' advance notice to support smooth implementation.

This structured approach keeps stakeholders informed at every stage while ensuring the formulary remains clinically current and operationally aligned with client needs.

C. Individualized Formulary Adjustments: Confirm whether the formulary can be modified to accommodate the specific medical needs of individual injured employees.

Yes. Our formulary system is designed with flexibility to accommodate the specific medical needs of individual injured employees. The ScriptAdvisor platform allows for claimant-specific formulary adjustments while maintaining appropriate clinical oversight and cost management.

If so, describe:

- **The process for requesting and approving such adjustments.**

Requesting Adjustments

- **Prescriber-Initiated:** When a physician prescribes a medication outside the standard formulary, the prescription is flagged at POS. Our system automatically generates an authorization request for clinical documentation from the prescriber.
- **Adjuster-Initiated:** Claims examiners can proactively request formulary exceptions through ScriptAdvisor's web portal, direct contact with their assigned clinical liaison, and/or through the standard prior authorization process

Review & Approval Process

Clinical documentation is evaluated by our pharmacy team, with medical necessity based on injury relatedness, the patient's treatment history, applicable evidence-based guidelines, and relevant patient-specific factors. Once approved, the individual adjustment is:

- Immediately applied to the claimant's profile
 - Documented in the claims system
 - Configured with appropriate duration parameters
 - Visible to all authorized stakeholders
- **The role of the prescribing physician and the City's clinical team.**

The prescribing physician and the City's clinical team each play distinct but complementary roles in managing formulary decisions. The physician must provide the clinical foundation for any request that falls outside the standard formulary, offering the rationale for non-formulary medications, submitting relevant medical records or treatment history, and participate in peer-to-peer discussions when additional clarification is needed.

The City's clinical team then reviews these requests, applying City-specific guidelines and determining whether an adjustment is clinically appropriate. They have the authority to approve or deny exceptions, establish medication-specific parameters such as quantity limits or duration, and request additional pharmacist review when needed. Beyond individual cases, the team also monitors broader exception patterns to ensure consistency and identify emerging trends.

- **Any limitations or exclusions that may apply.**

While our formulary system provides significant flexibility, certain limitations and exclusions apply to ensure compliance, safety, and appropriate oversight. Regulatory constraints cannot be circumvented, including state-mandated formulary requirements,

federal controlled substance regulations, and FDA black box warnings. These provide necessary guardrails for medication management regardless of formulary customization.

Our clinical safeguards require enhanced documentation for medications with significant safety concerns, and safety alerts will alert to dangerous drug combinations even when exceptions are granted. All high-risk medications necessitate periodic clinical reassessment to ensure ongoing appropriateness.

Administrative parameters establish structured oversight through defined exception durations, documentation standards for continued approval, and comprehensive tracking of all formulary exceptions for program evaluation.

Certain medication categories receive additional scrutiny, including:

- Compound medications
- Medications with recreational misuse potential
- Experimental or off-label uses
- Ultra-high-cost specialty medications

This framework balances medication access for injured employees with necessary clinical safeguards and cost management controls, ensuring appropriate care while maintaining program integrity.

D. Electronic Adjustment Capabilities: Explain whether the City's Workers' Compensation team will have the ability to make formulary adjustments electronically.

Yes. The City's Workers' Compensation team will have direct electronic access to make formulary adjustments through our secure web-based platform. This capability allows authorized City staff to implement real-time changes to accommodate specific claim needs while maintaining appropriate controls and documentation.

Include:

- **The platform or system used to manage formulary changes.**

ScriptAdvisor serves as the central platform for managing all formulary changes, offering a purpose-built, cloud-based interface designed specifically for workers' compensation programs. Users can access the system securely from any internet connection, and its intuitive dashboard provides a clear view of current formulary status, pending adjustment requests, and recent activity. Because ScriptAdvisor updates in real time, any approved change is immediately reflected at the point of sale, ensuring accurate dispensing and seamless workflow integration.

The platform supports a wide range of electronic adjustments, including:

- Claimant-specific formulary modifications
- Updates to drug classifications, such as preferred or non-preferred status
- Changes to prior authorization requirements
- Adjustments to quantity limits or fill-frequency parameters
- Temporary overrides for urgent or exceptional situations

ScriptAdvisor also integrates smoothly with the City's existing systems. Its two-way data exchange ensures formulary decisions always reflect the most current claim information, and single sign-on options allow users to move between systems without disruption.

- **User access levels and security protocols.**

Access to the formulary platform is structured through a role-based framework that ensures each user has the appropriate level of authority. View-only users can review formulary settings without making changes, while basic adjusters may submit adjustment requests for their assigned claims. Senior adjusters may approve routine adjustments and apply temporary overrides, and supervisors hold full adjustment capabilities, including permanent modifications. Clinical team members receive enhanced access for comprehensive clinical overrides, and system administrators manage configuration-level settings that affect the entire platform.

To protect sensitive data, the system incorporates multiple layers of security. All users authenticate through multi-factor verification, and permissions are aligned with the City's organizational hierarchy. Additional safeguards include IP-based access restrictions, 256-bit encrypted data transmission, automatic session timeouts, and full activity logging to track system actions.

Compliance features are built directly into the workflow to ensure proper documentation and accountability. These include:

- Electronic signature capture for all formulary changes
- Mandatory fields that enforce documentation requirements
- Automatic notifications to relevant stakeholders when significant changes occur

Together, these controls create a secure, compliant, and well-governed environment for managing formulary decisions.

- **Reporting and audit capabilities related to electronic adjustments.**

ScriptAdvisor provides a robust reporting and analytics framework that gives the City full visibility into formulary activity and supports transparent, well-documented decision-making. Standard reports are available in multiple frequencies and formats, allowing teams to monitor adjustment activity, track user interactions, identify non-standard decisions, and review approval or denial trends by medication class or user group. ScriptAdvisor also provides robust ad hoc reporting capabilities, allowing City staff to build custom queries, filter datasets, and generate on-demand analytics without relying on IT support. These flexible tools ensure real-time visibility into program activity and enable rapid insight into emerging trends or case-specific questions.

A comprehensive audit trail underpins every formulary change. The system maintains a chronological record of all adjustments, capturing pre- and post-change values, user identification, and precise date and time stamps. Each transaction includes reason codes and free-text justification fields, along with documentation of approval chains when multiple authorizations are required.

For deeper insight, ScriptAdvisor offers advanced analytics tools, including:

- A custom report builder for specialized monitoring
- Exportable datasets in Excel, CSV, or PDF formats
- Scheduled report delivery to designated recipients
- Dashboard visualizations that highlight adjustment patterns
- Comparative analytics against program benchmarks

Regulatory compliance is supported through automated record retention, preservation of evidence for potential legal proceedings, and detailed documentation that supports the rationale behind each formulary decision.

3.1.4 Authorization & First Fill

The successful Offeror shall provide the City with access to a secure, web-based system designed to support City staff in managing pharmacy claims efficiently. The system must include real-time claim tracking, authorization workflows, reporting capabilities, and user-friendly interfaces for both staff and injured employees.

Yes. Enlyte can fully comply with the City's requirements for a secure, web-based system supporting efficient pharmacy claims management. Our ScriptAdvisor portal gives users 24/7/365, centralized access to real-time information, to act on prescription claims requests, create and view inquiry replies, and access claimant-specific details, along with so much more.

RX Workspace represents the innovative evolution of ScriptAdvisor's PBM platform, designed specifically for claims professionals. This modern, intuitive interface delivers comprehensive PBM capabilities to streamline workflows, enhance decision-making, and improve outcomes for injured employees. As a fully integrated component of our solution, RX Workspace gives claims professionals the tools to effectively manage pharmacy costs while ensuring appropriate medication therapy for injured employees.

Intuitive User Interface & Navigation. The modern, user-friendly interface was designed with claims professionals in mind:

- Streamlined Dashboard. Personalized views and actionable items
- Responsive Design. Optimized for both desktop and mobile devices
- Intuitive Navigation. Logical workflow organization with minimal clicks to access critical functions
- Customizable Views. Configurable grid filters that persist between sessions
- Role-Based Access Control. Security resource management ensures users only access appropriate functions

Comprehensive Claim Management. The platform centralizes all PBM activities in one cohesive environment:

- Unified Claim View. Access complete claim information, including claimant details, injury data, and prescription history
- Multi-Body Part Support. Manage claims with multiple body parts/injuries detail
- Claim Notes. Integrated note-taking capabilities with timestamp and user tracking
- Document Management. Upload, store, and retrieve claim-related documents

- Claim Search. Advanced search functionality with multiple parameters, including claim number, claimant name, and drug card number.

Prescription Authorization Management. Our robust PA capabilities support proactive medication management:

- PA Dashboard. Centralized view of all pending authorization requests.
- Forward Looking Risk Assessment. PA displays current and potential future risk based on decisions.
- Authorization/Block Creation. Ability to create specific drug requests (SDRs) at Specific Drug or Enlyte Therapeutic Class level.
- Action Pending PA Request. Provide decisions on pending requests directly via the portal and/or request additional clinical review.
- Multiple Duration Options. Configure approvals with flexible timeframes including one-time, expiration date, continual, and with-refills options
- PA History. Complete audit trail of all authorization activities and ability to amend previous decisions and/or durations.
- Work Queue Integration: Shared workspace that allows users to assign pending requests to themselves or other individuals for review and action.
- PA Reassignment. Ability to reassign PAs between users.

Medication History & Analysis. Gain comprehensive insights to medication utilization patterns:

- Prescription History. Complete view of all prescriptions filled based on invoiced data, including reversal/credit transactions.
- Transaction Details. Comprehensive information on each prescription including cost, pharmacy, and prescriber.
- Medication Timeline. Chronological view of medication therapy
- Drug Lookup. Detailed information on medications
- Risk Management. Sophisticated algorithms analyze prescription patterns to identify potential medication risks, enabling early intervention for high-risk claims.

Drug Card Management. Streamline the delivery of pharmacy benefit information to injured employees:

- Digital Drug Cards. Generate and distribute digital pharmacy benefit cards
- Multi-Language Support. Spanish drug cards available
- Distribution Options. Email, text, download, or mail drug cards directly to claimants
- Pharmacy Locator. Help injured employees find in-network pharmacies

UR Integration. Seamlessly coordinate pharmacy and medical management:

- UR Referral. Direct referrals to utilization review from within RX Workspace
- Jurisdiction-Based Routing. Automatic routing to appropriate UR vendor based on claim jurisdiction
- Status Tracking. Monitor the progress of UR requests

Advanced Analytics and Reporting. Make data-driven decisions with comprehensive reporting capabilities:

- Standard Reports. Access to pre-configured reports on key metrics, which can be customized based on preferences.
- Data Export. Export data for further analysis

Individual User Profile Customization. Users can set out-of-office preferences, including calendar duration and alternate point of contact, as well as preferences for email and alert correspondence frequency and type.

RX Workspace represents the next generation of PBM claims management. By combining intuitive design with powerful functionality, RX Workspace empowers claims professionals to make informed decisions that improve outcomes for injured employees while controlling pharmacy costs. Our commitment to continuous innovation ensures that RX Workspace will continue to evolve to meet the changing needs of the industry.

A. Adjuster Authorization Timeframe:

- **Please specify the standard timeframe (in hours or business days) required to obtain adjuster authorization for prescription fills.**

Our ScriptAdvisor system is designed to facilitate prompt adjuster decision-making while maintaining appropriate clinical oversight. Our standard timeframes for prescription authorization are:

Medication Category	Authorization Timeframe
First Fill Medications	Immediate authorization through our First Fill program with no adjuster intervention required.
Standard Formulary Medications	Automatic approval with no adjuster authorization needed.
Prior Authorization Required Medications	<ul style="list-style-type: none"> • Urgent/Pain Medications: 4 business hours • Non-urgent Medications: 1 business day • Complex Clinical Review Cases: 2 business days

- **Include any expedited processes available for urgent cases.**

Our PBM system includes several specialized processes to handle urgent medication authorizations, ensuring injured employees receive critical medications without delay while maintaining appropriate clinical oversight.

For urgent situations, we employ an intelligent escalation framework that begins with auto-approval pathways for pre-defined urgent medication classes. These pathways enable immediate authorization of essential medications like antibiotics, short-course

pain management, and other time-sensitive therapies that meet established safety criteria without requiring adjuster intervention.

When medications require review but are flagged as urgent, our intelligent routing system immediately directs these requests to available staff with appropriate expertise, bypassing standard queues. This is complemented by our automatic escalation protocol that monitors all pending authorizations and elevates urgent requests that have not received responses within their accelerated timeframes, triggering alerts to supervisors and clinical team members.

For after-hours emergencies, we maintain a 24/7 clinical support team that can authorize urgent medications outside normal business hours, ensuring continuous coverage for critical needs. This team has authority to approve appropriate urgent medications and coordinates with the regular claims team the following business day.

The City can further customize these expedited processes by designating specific medication classes or scenarios that should always receive accelerated handling, allowing us to align our urgency protocols with the City's specific program requirements and priorities.

B. Communication with Injured Employee: Described how and when initial contact is made with injured employee following claim initiation.

Our process ensures injured employees receive timely, supportive communication as soon as a claim is initiated. Once the First Report of Injury is received, an automated workflow triggers outreach, so the employee is contacted without delay. A dedicated Patient Care Coordinator handles this first interaction, helping establish rapport and explain the pharmacy services available to them.

To maintain consistency and responsiveness, we follow defined contact standards:

- **Standard outreach:** Initial contact is completed within 24 business hours of claim notification.
- **Priority outreach:** Employees with immediate medication needs receive expedited contact within 4 business hours.

This approach ensures every injured employee receives prompt, clear communication at the start of their claim and understands how to access the support and information available to them.

- **Detail the communication channels used (e.g., phone, email, SMS, mail).**
We use a multi-channel communication approach to ensure injured employees receive timely, secure, and accessible information throughout the claims process. A dedicated coordinator leads outreach and selects the most appropriate method based on the employee's needs, preferences, and the urgency of the situation.

Upon initial enrollment for each claimant, our Customer Assistance Center perform an outbound call to welcome the member to our program, alert them to the upcoming mail delivery of their drug card and provide call center contact information for future use. This

initial outreach has proven to be meaningful to the member and adjuster for streamlined onboarding and positive initial experiences with our program.

Our primary communication channels include:

- **Phone calls** for direct, personal outreach and mail order opportunity calls, where appropriate
- **SMS text messaging** for program welcome message, pharmacy card delivery, and medication reminders
- **Email** for secure document transmission
- **Physical mail** for formal documentation and pharmacy card delivery
- **Secure portal messaging** for ongoing communication within the injured employee portal

To ensure every injured employee can engage effectively, we also provide TTY/TDD services for individuals with hearing impairments, translation services for non-English speakers, and large print materials for those with visual impairments.

- **Written Information: Confirm whether written materials outlining PBM services are provided to injured employees. Include sample documents or describe the format and delivery method.**

Yes. Injured employees receive comprehensive written materials that explain their pharmacy benefits and how to access services. These materials are delivered as part of a structured welcome packet designed to provide clear guidance from the start of the claim.

The welcome packet includes:

- A personalized welcome letter outlining the pharmacy program
- A durable pharmacy ID card with BIN/PCN details
- A list of nearby in-network pharmacies
- A First Fill information sheet explaining immediate medication access
- FAQs addressing frequent questions
- Mail-order enrollment information
- 24/7 support contact details including the toll-free number

To ensure accessibility, materials are available in multiple formats:

- Standard printed packets sent via postal mail
- Digital PDFs delivered through secure email
- A mobile-friendly digital pharmacy card for smartphone use
- Multilingual versions (English, Spanish, and others upon request)
- ADA-compliant formats when needed

Delivery is coordinated across several channels to ensure timely access:

- The initial packet is mailed via USPS First Class

- Digital versions are provided simultaneously through secure email
- All documents remain accessible through the injured employee's secure portal
- Replacement materials can be requested at any time

This approach ensures every injured employee receives clear, accessible information about their pharmacy benefits from the outset of their recovery. For sample documents, please refer to **Appendix 3: Sample Written Materials for Injured Employees**.

C. Card Issuance Program:

- **Outline your process for issuing pharmacy benefit cards to injured employees.**

When an eligible claim is identified, the injured employee is shipped a welcome packet with a ScriptAdvisor pharmacy card in English or Spanish (other languages available upon request) within two business days of eligibility notice. The packet includes program benefits explanation, 24/7/365 customer service center contact information, drug card usage instructions, and a list of nearby network pharmacies to help increase network penetration.

Uniquely, we offer SMS (texting) welcome outreach, whereby we contact each newly enrolled claimant, notify them of upcoming drug card delivery, and provide our call center contact information for use, if needed, while the drug card is in transit. We have found this approach significantly reduces both claimant anxiety around medication access and the need for escalated support for initial fills after PBM transitions.

For your existing PBM injured employees, transition letters are provided explaining the change to ScriptAdvisor, including new card use instructions, effective date, and a courtesy list of nearby network pharmacies. Cards can be customized to the City's specifications, including the City's preferred logo, and maintaining NCPDP compliance.

Injured employees can also obtain their prescription benefit card via smartphone, internet, tablet/iPad, or other wireless devices. They may use the card at their in-network pharmacy of choice with no out-of-pocket expense or paperwork. Communication of card use is reinforced through welcome calls, welcome packets, transition letters, electronic access, and instructions provided with the card.

- **Include details on:**
 - **Timing of card issuance (e.g., upon claim initiation, post-authorization).**

Our pharmacy card issuance process is designed to ensure injured employees have immediate access to medications at every stage of the claim. Timing varies based on the status of the claim:

 - **Initial Issuance:** Cards are generated for shipment within two business days once claim eligibility is confirmed.
 - **Upon Claim Initiation:** First Fill capability is activated immediately when the claim is reported, allowing same-day access to initial medications.
 - **Post-Authorization:** For ongoing claims, cards are issued immediately following claim acceptance.

- **Transitioning Claims:** When a claim moves from another PBM, cards are issued within 24 hours of receiving the eligibility file.
- **Card format (physical, digital, or both).**

We provide both physical and digital pharmacy cards to ensure injured employees have immediate and convenient access to their benefits. Physical cards offer a durable, traditional option, while digital versions allow for instant use as soon as the claim is initiated.

Physical cards include:

- Durable plastic cards personalized with the employee's name
- English and Spanish language options as standard (other languages available upon request)
- Delivery via first-class mail as part of the welcome packet

Digital cards provide immediate access through:

- A mobile-friendly version compatible with smartphone wallets
- A secure PDF delivered via email
- Access within the injured employee portal
- Availability for use while the physical card is in transit

- **Activation procedures and instructions provided to employees**

Upon initial enrollment for each claimant, we perform an outbound call to welcome the member to our program, alert them to the upcoming mail delivery of their drug card and provide call center contact information for future use. This initial outreach has proven to be meaningful to the member and adjuster for streamlined onboarding and positive initial experiences with our program.

Our pharmacy cards require no manual activation. Both physical and digital versions are fully active upon issuance, allowing injured employees to use them immediately at any in-network pharmacy. To ensure uninterrupted access, the system also supports cardless processing through direct third-party biller contracts, electronic integrations with major pharmacy chains, and established processing agreements across the network.

Employees receive clear, easy-to-follow instructions as part of their welcome materials, including:

- **Welcome letter** explaining how to use the pharmacy benefit
- **Step-by-step usage guidelines** for presenting the card at network pharmacies
- **Nearby pharmacy listings** and instructions for locating additional in-network options
- **Digital access guide** for retrieving and using digital card formats
- **24/7 support resources** for questions or assistance

- **No-cost reminder** confirming that no out-of-pocket payment is required when using the card, unless an apportioned claim determined by lawsuit

D. Risk Assumption for Unauthorized Prescriptions:

- **Clarify whether the Offeror assumes any financial or operation risk for prescriptions filled without prior authorization.**

Enlyte assumes financial and operational responsibility for prescriptions filled without prior authorization when the issue stems from our systems or network controls. This includes situations where:

- Processing errors occur due to system issues or point-of-sale control failures
- First Fill medications are dispensed, even if the claim is later deemed non-compensable
- Network pharmacies do not apply required formulary controls

In these cases, the City bears no financial liability for unauthorized fills.

The City does retain responsibility in circumstances where the authorization decision is within its control, including:

- Prescriptions explicitly authorized by City staff
- Medications dispensed after the City has terminated a claim
- Non-compensable medications approved through the City's prior authorization process

This structure ensures clear accountability while protecting the City from financial exposure related to system-driven or network-driven authorization failures.

- **If applicable, describe safeguards in place to minimize unauthorized fills and how disputes or reversals are handled.**

We work diligently to minimize unauthorized fills to reduce unnecessary expenses, clinical risk and administrative burden associated with these instances.

Enlyte utilizes a layered set of safeguards to prevent unauthorized prescription fills and ensure any disputes or reversals are handled quickly and transparently. Real-time processing controls capture every transaction as it occurs, and automated formulary logic applies all clinical rules—including drug-utilization edits, formulary restrictions, brand-to-generic substitutions, and step-therapy requirements. When a prescription does not meet these criteria, the system immediately triggers a prior authorization request. Ongoing operational and technical audits further confirm that only authorized medications are dispensed.

When payment disputes arise, we follow a structured resolution process to ensure accuracy and fairness:

1. **Investigation:** Our Provider Services team identifies the source of the discrepancy.

2. **Verification:** Payments are reviewed against provider records, fee schedules, and contract terms.
3. **Correction:** If an error is identified, corrected Explanation of Review (EOR) documents are issued.
4. **Adjustment:** Any necessary financial adjustments are processed promptly.

We also maintain clear procedures for handling payment errors and reversals:

- A built-in timing buffer allows most original and reversal transactions to offset naturally.
- Weekly credits are posted and made available for review.
- Monthly reconciliation ensures all payments are accurate, with refunds issued when needed.
- Overpayment recovery includes direct outreach to the provider, formal notification, and appropriate financial adjustments.

3.1.5 Drug Utilization Review (DUR) Program

The successful Offeror shall maintain a comprehensive Drug Utilization Review (DUR) program designed to promote safe, effective, and cost-efficient medication use. The Offeror must describe their DUR program in detail, including the following components:

Enlyte's DUR program enforces compliance and manages inappropriate dispensing at POS through a multi-tiered approach, focused on safety, appropriateness, and utilization alerts:

- **Therapeutic Appropriateness** (age, gender, etc.). Real-time identification of contraindications for specified age groups and gender at POS, for either a soft or hard reject depending on severity.
- **Over & Under Utilization.** Prescribed quantities must adhere to clinical guidelines, preventing misuse and abuse.
- **Appropriate Generic Use.** Enforces generic substitution at POS.
- **Therapeutic Duplication.** Alerts when drugs of the same therapeutic class are attempted to be filled.
- **Drug-Disease Contraindications.** Soft or hard rejects based on the level of contraindication.
- **Drug-Drug Interactions.** Built-in alerts for interactions prior to dispensing.
- **Incorrect Drug Dosage.** Alerts for clinically ineffective or unsafe doses.
- **Inappropriate Duration of Treatment.** Flags prescriptions for excessive days' supply specific to the drug.
- **Clinical Abuse/Misuse.** Requires valid NPI and DEA numbers for adjudication.
- **Correlation or Appropriateness for WC Injury.** Dynamic formulary containing only medications typically used for work-related injuries, adjusting with claim age.
- **Drug Blocks.** Non-formulary drugs are automatically blocked at POS and can be customized to the individual-claimant level.
- **Prescriber Blocks.** Real-time blocking of individual prescribers in the ScriptAdvisor portal.

In fact, 15% of scripts do not pass DUR edits, all of which function across the network, regardless of pharmacy location. Pharmacists can override some edits (e.g., drug-drug interaction, drug-allergy

interaction) based on severity and benefit analysis. Edits related to drug/prescriber blocks or clinical appropriateness require pre-authorization approval by the client before dispensing.

We frequently add custom DUR alerts as part of the client's formulary and plan design, including antibiotic use limits and opioid limitations. The program is fully integrated with our risk-scoring and prior-authorization workflows for comprehensive oversight and intervention capabilities for excessive prescriptions and high-risk utilization cases.

Enlyte maintains a comprehensive Drug Utilization Review program designed specifically for workers' compensation and auto casualty claims. Our DUR program employs multiple clinical checkpoints and intervention strategies to ensure medications are appropriate, effective, and provided at the lowest possible cost while maintaining quality care.

A. Clinical Support Services: Please describe the clinical support services available through your DUR program, including but not limited to:

As the incumbent program partner, we have long maintained a clinically grounded workers' compensation drug management model that continuously evolves to meet emerging trends in drug utilization and patient safety. Our approach is built on proven clinical expertise, advanced technology, and deep experience managing complex pharmacy programs. This combination allows us to monitor utilization effectively, identify potential narcotic misuse early, and support high-quality outcomes for injured employees.

Our utilization management framework is designed to ensure that only appropriate medications are dispensed, and that pre-authorization workflows operate efficiently, reducing administrative burden for adjusters. Because our PBM solution is fully integrated, we apply intervention strategies at both the individual prescription level and the broader claim level.

Point-of-Sale Controls

We rely on a comprehensive set of point-of-sale controls that have been refined over years of partnership with public-sector clients:

- Plan design collaboration: We work closely with the City to configure program rules and routing logic that support accurate, efficient authorization decisions. Best-practice recommendations are incorporated during implementation and continuously evaluated by your dedicated Client Services Manager.
- Formulary management to ensure medications align with the accepted injury.
- Drug Utilization Review (DUR) edits to safeguard patient safety.
- Brand-to-generic substitution to promote cost-effective therapy.
- Step therapy protocols to guide appropriate treatment progression.
- Price optimization controls to prevent manufacturer or pharmacy price manipulation.
- Pharmacist One-Drug Review and intervention to address drug-specific concerns directly with the prescriber before dispensing.

Drug Regimen Optimization

Our Drug Regimen Optimization services provide a deeper clinical review of an injured employee's entire medication profile. At the center of this process is our established **Five-Step**

Risk Scoring model, which has been instrumental in identifying at-risk claims early and guiding timely intervention.

The process includes:

1. Risk identification through proprietary scoring algorithms.
2. Clinical guidance recommending the most appropriate intervention.
3. Prescriber intervention to address therapy concerns at the source, supported by:
 - Letters of Medical Necessity
 - Nurse review
 - Pharmacist review
 - Peer-to-peer consultation
4. Documentation of prescriber agreements within our user workspace and portal.
5. Enforcement of agreed-upon therapy changes to ensure compliance and continuity.

- **Access to licensed pharmacists and clinical staff for consultation**

The City has direct access to an experienced clinical team that provides ongoing guidance and support throughout the life of a claim. A dedicated clinical pharmacist is assigned specifically to the City, ensuring continuity, familiarity with program goals, and timely consultation whenever clinical questions arise.

Clinical pharmacists are available during standard business hours, with additional on-call support accessible via email during off-hours. Oversight is provided by our senior clinical leadership, including Dr. Mitch Freeman, PharmD, Chief Clinical Officer, and Dr. Nikki Wilson, PharmD/MBA, Senior Director of Clinical Pharmacy Services.

Our pharmacists offer a full range of consultation services, including:

- Medication appropriateness reviews
 - Educational materials and training for staff
 - Support for complex pharmacy-related questions
 - Assistance with Letters of Medical Necessity
 - Guidance on therapeutic alternatives
- **Real-time clinical decision support tools**
- Our system incorporates real-time clinical decision support to ensure safe, appropriate, and cost-effective medication use at the point of dispensing. These tools operate behind the scenes within milliseconds, applying clinical intelligence to every transaction, and directing complex cases to the appropriate level of review.

At the point of sale, the system conducts a comprehensive clinical screening that evaluates:

- Therapeutic appropriateness
- Drug–drug interactions

- Drug–disease contraindications
- Incorrect or unsafe dosages
- Treatment duration concerns
- Indicators of potential misuse or abuse

Beyond these immediate checks, proprietary risk-scoring algorithms identify high-risk medication regimens that may require additional intervention. Clinical alerts are prioritized by severity, ensuring that the most critical issues receive prompt attention.

Integrated authorization workflows apply evidence-based clinical guidelines, and smart-routing technology directs complex or high-risk cases to the appropriate clinical resources for review.

Together, these tools provide a robust, real-time safety net that supports informed decision-making and protects injured employees from inappropriate or unsafe medication therapy.

- **Integration with prescriber and provider networks**

Our program is fully integrated with prescribers and network providers to support timely communication, informed decision-making, and consistent application of clinical guidelines. This connectivity ensures that prescribers have the information they need at the moment of care, and that potential issues are addressed before a medication is dispensed.

Network Prescriber Program (NPP)

Enlyte has developed a Network Prescriber Program to influence prescribing behavior of network providers. This program:

- Proactively engages providers with prescribing patterns outside evidence-based guidelines
- Identifies providers uncooperative with outreach attempts
- Escalates cases through the Quality Improvement team to the Medical Director when necessary
- Leverages Coventry PPO network provider relationships to limit physician dispensing and ensure compliance with PBM clinical controls

Key components of this integration include:

- **Direct electronic communication** with prescribers, allowing immediate clinical outreach when concerns arise.
- A secure **prescriber portal** where providers can review medication histories, receive DUR alerts, and respond to clinical inquiries.
- **E-prescribing integration** through the SureScripts network, enabling real-time formulary checks during the prescription-writing process.
- A targeted **provider education program** that shares medication guidelines, preferred alternatives, and emerging clinical insights.

- **Prescriber performance monitoring** that analyzes prescribing patterns and provides constructive feedback to network physicians.

Together, these capabilities create a seamless connection between our PBM, prescribers, and the broader provider network, strengthening clinical oversight and supporting safe, appropriate medication use.

- **Therapeutic interchange programs**

Our therapeutic interchange programs are designed to promote safe, clinically appropriate, and cost-effective medication use. Using evidence-based guidelines, we identify clinically equivalent alternatives that reduce cost without compromising therapeutic outcomes. When a high-cost or non-preferred medication is prescribed, our clinical pharmacists proactively engage the prescriber to recommend suitable alternatives.

A structured conversion process ensures that any transition to a preferred medication maintains clinical efficacy and is fully supported by the treating provider. All interchanges are documented with clinical rationale and require physician approval before changes are implemented.

These programs focus on key categories where therapeutic substitution provides the greatest value:

- High-cost branded medications with generic equivalents
 - Topical analgesics with clinically comparable alternatives
 - Long-acting opioids with abuse-deterrent formulations
 - Compound medications with commercially available options
- **Medication therapy management (MTM) services**
Our Medication Therapy Management services provide a structured, clinically focused approach to optimizing medication use for injured employees. These services evaluate the full spectrum of a patient's drug therapy—both work-related and non-work-related—to ensure safety, effectiveness, and alignment with recovery goals.

MTM includes several core components:

- **Comprehensive medication reviews** that assess all active therapies and identify factors that may impact recovery.
- **Targeted clinical interventions** for individuals with:
 - Complex pain-management needs
 - Polypharmacy concerns involving multiple medications or prescribers
 - Adherence challenges
 - High-risk or clinically sensitive medication regimens
- **Individualized action plans** that outline patient-specific strategies to optimize therapy.

- **Coordination with the City's claims personnel** to ensure medication strategies are implemented consistently across the claim.
- **Outcome tracking** that measures clinical improvements such as:
 - Reductions in morphine-equivalent dosing
 - Elimination of therapeutic duplications
 - Resolution of drug interactions
 - Progress toward return-to-work goals

These MTM services are fully integrated within our DUR framework, creating a comprehensive clinical support system that promotes safe, effective, and cost-efficient medication management for the City's injured employees.

B. DUR Program Capabilities: Explain how your DUR program addresses the following:

1. Medication Appropriateness

- **Describe how your system evaluates the appropriateness of prescribed medications based on injury type, dosage, and duration of therapy.**

Appropriateness of medication is handled at the point of sale through City-specific plan design controls and parameters, including formulary management, DUR edits, brand to generic substitution and step therapy to ensure the medication being dispensed is aligned with the safety standards, medical guidelines, and the injured employee's specific injury.

- **Include protocols for identifying off-label use, excessive dosing, or extended therapy durations beyond clinical guidelines.**

Enlyte employs comprehensive clinical protocols to identify and address three key areas of inappropriate medication usage within our DUR program:

1. Our **off-label** use identification protocol cross-references each prescription against FDA-approved indications for the documented injury. The system flags medications prescribed outside their approved uses, triggering clinical pharmacist review. This review balances evidence-based emerging applications against potential inappropriate prescribing, using our continuously updated database of clinically supported off-label applications to distinguish appropriate therapeutic choices from problematic patterns.
2. For **excessive dosing detection**, our proprietary dosage monitoring algorithms calculate daily and cumulative medication amounts across active prescriptions and compare them against clinical thresholds from FDA guidelines and specialty organizations. The system immediately flags concerning patterns, including rapid dose escalations, potentially dangerous medication combinations, and dosages exceeding recommendations for specific patient populations.
3. Our **extended therapy duration** monitoring tracks treatments against expected recovery timeframes specific to each injury type and medication class. When therapies approach or exceed guideline durations, our system activates a progressive intervention protocol beginning with automated alerts and escalating to clinical review for medications with diminishing benefit-risk profiles over time.

Each identified concern automatically triggers appropriate clinical interventions, ensuring medications are used properly throughout recovery while maintaining patient safety and optimal outcomes.

2. Medication Comparison and Contraindication Review

- **Outline your process for comparing medications dispensed to an individual to prevent therapeutic duplication, adverse drug interactions, and contraindications.**

Enlyte's comprehensive medication safety system begins with maintaining complete prescription histories for each injured employee across all providers and pharmacies. Every new prescription undergoes automated analysis against the employee's current medication profile and historical data, including non-occupational therapies when available, creating a foundation for our three-tiered safety protocol.

To prevent therapeutic duplication, our system automatically screens for multiple medications within the same therapeutic class and detects overlapping drugs with similar mechanisms of action. This analysis distinguishes between intentional combination therapy and unintentional duplication, with heightened scrutiny for high-risk categories including muscle relaxants, benzodiazepines, and opioids.

For adverse drug interaction prevention, each prescription undergoes comprehensive drug-drug interaction analysis that categorizes potential conflicts by severity level (mild, moderate, severe, or contraindicated). The system performs cumulative risk assessment for medications with similar adverse effect profiles and gives special attention to drugs affecting the same metabolic pathways in the CYP450 system.

Our contraindication screening evaluates each medication against:

- Medical conditions documented in the claim
 - Age and gender-specific concerns
 - Previously documented adverse reactions
 - Recent safety information from our regularly updated clinical database
- **Detail the use of automated alerts, pharmacist review, and prescriber outreach.**
- Enlyte employs a multi-layered alert system that begins with real-time notifications at various touchpoints across the medication management process. Point-of-sale alerts trigger instantly at the pharmacy counter, while claims examiners receive simultaneous notifications through the ScriptAdvisor portal dashboard. For complex or high-risk situations, our clinical team receives specialized alerts, and the system also generates scheduled interventions based on therapy duration thresholds.

These alerts follow a tiered severity classification that determines response protocols. Soft alerts provide informational notices that pharmacists can override when clinically appropriate, while hard alerts require authorization before dispensing can proceed. Critical alerts trigger immediate clinical review and intervention due to potential safety concerns.

When critical alerts occur, our dedicated clinical pharmacists conduct comprehensive reviews within 4 business hours, examining the full medication profile, assessing clinical appropriateness against evidence-based guidelines, and considering patient-specific factors that might influence medication decisions.

For situations requiring prescriber involvement, our pharmacists follow a structured outreach protocol that begins with electronic communication through our prescriber portal or fax. Complex cases receive follow-up phone consultations focused on:

- Clinical evidence supporting alternative approaches
- Patient-specific safety considerations
- Collaborative solution development

All discussions and recommendations are thoroughly documented, with follow-up verification to ensure implemented changes align with agreed-upon plans.

3. Generic Substitution Evaluation

- **Explain your process for evaluating and recommending generic alternatives to brand-name drugs.**

ScriptAdvisor takes a mandatory approach to generic dispensing when available and allowed. All network pharmacies are required to comply with these mandatory generic regulations, and fill prescriptions with suitable, medically appropriate generic equivalent drug. Our claims processing system prompts pharmacists to dispense generic drugs when available. In addition, when a new generic is released into the market, it is automatically loaded into our system and immediately available. Our rules force the use of that generic versus the brand, except when DAW (Dispense as Written) is noted by the prescriber.

- **Include cost-benefit analysis, therapeutic equivalency checks, and prescriber notification protocols.**

Our cost-benefit analysis process examines both immediate and long-term financial impacts of generic substitution. We calculate the direct cost differential between brand and generic options while considering factors that might affect overall expense, including adherence patterns, and net cost impact across the claim lifecycle. This comprehensive approach allows us to document substantial annual savings while ensuring therapeutic outcomes remain uncompromised.

For therapeutic equivalency verification, we primarily rely on FDA therapeutic equivalence ratings to ensure substituted medications provide identical clinical effects. Complex medications such as extended-release formulations receive additional clinical review, and we maintain special protocols for narrow therapeutic index drugs requiring closer monitoring. Our system also screens for inactive ingredients that might affect patients with known sensitivities or allergies.

When substitution occurs, our prescriber notification system automatically alerts the provider through their preferred communication channel, typically via fax. These notifications include educational materials explaining the clinical rationale, clear

documentation of the specific generic product dispensed, and direct contact information for any clinical questions. For cases where prescribers indicate "Dispense as Written," we implement a structured evaluation process requiring documented medical necessity. Complex cases trigger peer-to-peer consultation with our clinical pharmacists, and we regularly review override patterns to identify opportunities for targeted education.

This balanced approach has achieved our industry-leading 99% generic efficiency rate while maintaining therapeutic effectiveness and appropriate stakeholder communication.

4. Misuse, Abuse, and Fraud Detection

- **Detail the mechanisms in place to detect patterns of misuse, abuse, or fraudulent activity.**

Enlyte's comprehensive FWA program protects against unlawful and unethical activities in the medication-fill continuum, to manage costs and uphold the highest patient safety standards across our pharmacy network.

Proprietary programming monitors claims submissions through data analytics, advanced predictive modeling, and intuitive visualization to find questionable claims for exception handling, review, and to prioritize investigative caseload, improve efficiency of investigative resources, and maximize fraud recoveries. We employ anomaly and pattern detection analyses encompassing 190 different algorithms to score potentially fraudulent claims for further investigation/audit. Examples include:

- Duplication of therapy
- MED warnings
- Drug selection by the prescribing physician
- Misuse and overuse of certain types of drugs, including off-label use
- High per-patient volume of prescriptions
- Multi-pharmacy/multi-physician involvement
- Potentially harmful drug interactions
- Refill violations
- Prescribing activities otherwise contradicted by best practices
- Incorrect DAW-1 coding
- Pharmacies billing for services not provided/failure to submit reversals
- Pharmacies billing for the same services more than once (i.e., double billing)
- Pharmacies and providers performing inappropriate or unnecessary services
- Misuse of an identification card to receive pharmacy services
- Unlawful altering of a prescription written by a physician
- Making false statements

Pharmacies identified as participating in a potentially fraudulent event are audited for evaluation. Investigational reviews include a thorough review of pharmacy records, its purchases, reversal processing, documentation of records, and prescription confirmation from prescribers. Script Care also reviews the Department of Health and Human Services Office of Inspector General (DHHS OIG) and General Services Administration (GSA) exclusion lists regularly for pharmacies participating in their networks.

- **Include analytics, behavioral flags, and coordination with regulatory or law enforcement agencies when necessary.**

When our analytics detect potential issues, our behavioral flag system activates, using a proprietary risk-scoring algorithm that assigns weighted values to concerning behaviors. This creates a tiered alert system based on cumulative risk scores, with real-time notifications for critical threshold violations. Each flagged case follows a progressive intervention protocol calibrated to the risk severity level, with complete documentation maintained for ongoing monitoring and potential case development.

For cases requiring external involvement, we maintain structured coordination protocols with regulatory and law enforcement agencies. Our approach includes:

- Compliance with all mandatory reporting requirements for suspected fraud
- Established relationships with state prescription drug monitoring programs
- Formal referral processes for cases meeting criteria for potential criminal activity
- Information sharing through established fraud prevention networks when appropriate
- Coordination with state pharmacy boards for concerning dispensing practices

For cases that proceed to legal action, we provide expert testimony support and actively participate in multi-agency task forces addressing prescription drug abuse.

5. Opioid Monitoring and Alerts

- **Describe specialized alerts or flags that notify adjusters and physicians of opioid prescriptions.**

ScriptAdvisor's platform features a comprehensive opioid monitoring system that alerts both adjusters and physicians about potentially risky prescriptions. The system uses a five-step risk scoring program that continuously monitors claims for opioid risk factors and assigns a risk score to each claim. When a claim exceeds risk thresholds, the system automatically notifies adjusters through the portal and on prior authorization screens, showing both current risk scores and projected future risk if an opioid is approved. The built-in Morphine Equivalent Dose (MED) calculator flags prescriptions that approach or exceed guideline parameters, with visual indicators displaying risk levels. For high-risk situations, the system recommends appropriate interventions ranging from Letters of Medical Necessity for low-risk claims to peer-to-peer physician reviews for critical cases. Smart routing capabilities automatically direct opioid prescriptions to the appropriate clinical resources based on configurable rules like medication type, MED level, and claim history. For physicians, the system generates automated communications about concerning prescribing patterns and offers educational resources. Additional features include an Early Opioid Intervention Program that identifies first-time opioid users and reaches out to prescribers to discuss treatment plans and alternatives, comprehensive DUR edits that flag dangerous drug combinations and potential doctor shopping, and detailed reporting tools that track opioid usage trends and identify high-risk claims and prescribers.

- **Include criteria for triggering alerts (e.g., high dosage, long duration, multiple prescribers) and any support offered for opioid risk mitigation strategies.**

Our process for identifying and addressing potential narcotic/opioid abuse is multi-faceted, focused, and integral to patient safety and well-being. The program includes the following components:

- **Early Opioid Intervention.** We identify claimants receiving opioids for the first time and reach out to prescribers to discuss the necessity, treatment plan, and alternatives. This program aims to prevent inappropriate opioid prescribing and reduce the risk of claims becoming long-term chronic opioid cases. Clients utilizing this program have achieved a 56% reduction in opioid usage.
- **Risk Scoring & Monitoring.** Claims are continually assessed for overall risk by monitoring factors such as chronic opioid use, high morphine-equivalent dose (MED), multiple prescribers, and other indicators of potential abuse, fraud, or diversion. When a claimant's risk score exceeds the threshold, the adjuster or case manager is notified with specific risk factors and recommended interventions. Our proprietary risk scoring program provides early insight into therapeutic concerns, including opioid monitoring.
- **Drug Utilization Review (DUR).** Point-of-sale (POS) alerts enforce safety, appropriateness, utilization alerts, compliance, and more, manage inappropriate dispensing. DUR edits include therapeutic appropriateness, over/under utilization, drug-drug interactions, incorrect dosage, inappropriate duration, clinical abuse/misuse, and correlation to WC injury. Prescriber blocks and drug blocks are also enforced. Retrospective DUR of opioid claims identifies potential abuse, with communications to stakeholders for response and redirection.
- **Prescriber Outreach.** LMNs are sent to prescribers for potential opioid overutilization. Peer-to-peer reviews with pharmacists and physicians are conducted to discuss appropriate opioid usage. Our network provider program (NPP) positively influences prescribing behavior and will block specific high-risk prescribers from the network if needed.
- **Patient Education.** Education packets are provided with the first opioid fill, outlining risks, alternatives, and proper usage. Opioid treatment agreements are required for patients, and outreach materials support responsible opioid use.
- **Clinical Oversight.** Formulary restrictions limit long-acting opioids, especially early in a claim. PA is required for opioids beyond certain dosages or durations. A referral to substance abuse treatment services is available when opioid use disorder is identified. Our Opioid Recovery Network provides inpatient and outpatient substance abuse treatment options to support patient health and welfare.
- **FWA Prevention.** We monitor drug diversion, pharmacy/prescriber shopping, unauthorized refills, and employ auditing and investigation processes for suspected opioid overprescribing. Pharmacy and prescriber lock-in programs prevent overutilization.
- **Continuous Analysis & Reporting.** Outlier reports and data analytics identify prescribers writing outside national standards of care. Action plans may include prescriber education, network exclusion, and adjuster education. We maintain

open communication with our client contacts during investigations and provide regular updates of findings and actions taken.

C. Physician Intervention Letters: The Offeror shall:

- **Generate and distribute physician intervention letters addressing:**
 - **Excessive duration of medication use beyond clinical guidelines.**
 - **Concurrent prescribing of narcotics and sedatives.**
 - **Use of multiple sedative medications.**

Enlyte's clinical oversight program automatically generates and distributes targeted intervention letters to prescribers when our system detects potentially concerning medication patterns. Our technology continuously monitors prescription data to identify three specific prescribing scenarios that warrant clinical communication.

- **Excessive Duration Concerns.** Our system triggers alerts when medication therapy continues beyond evidence-based guidelines. These letters are customized by medication class and injury type, providing prescribers with specific recommendations for appropriate tapering protocols when treatment should be concluding based on clinical standards.
- **Concurrent Prescribing.** When our system detects concurrent prescribing of narcotics and sedatives, we immediately generate intervention letters highlighting the increased risk of respiratory depression and other adverse events associated with this combination. These communications include alternative treatment options that can effectively manage symptoms while reducing potentially dangerous interactions.
- **Multiple Sedative Medications.** When multiple sedative medications are prescribed simultaneously, these letters detail the compound central nervous system depression risks and potential for enhanced side effects from overlapping sedative therapies, recommending consolidation to single-agent therapy when clinically appropriate.

All intervention letters are distributed through electronic faxing directly to the prescriber's office within 24 hours of identification, with secure electronic delivery through our physician portal when available. After faxing intervention letters to prescribers, the system automatically generates read receipts upon successful delivery, while critical alerts receive phone verification within 48 hours.

All interventions are tracked in the clinical management system with detailed documentation of prescriber responses. If no response is received, a tiered escalation process begins:

- a second notification after 7 days,
- clinical pharmacist direct contact after 14 days,
- and for high-risk cases, notification to claims examiners and medical directors after 30 days.

The system continues monitoring prescription patterns for 90 days post-intervention to measure effectiveness. Quarterly reports analyze response rates and outcomes, with

data used to refine the program and identify prescribers needing additional education. This closed-loop approach ensures medication safety issues receive appropriate attention while documenting outcomes for compliance and program effectiveness. Please refer to **Appendix 4: Sample Letters** for sample physician intervention letters addressing excessive medication duration, concurrent narcotic-sedative prescribing, and multiple sedative use.

- **Include clinical rationale and evidence-based recommendations in each letter.** Each physician intervention letter includes comprehensive clinical rationale supported by peer-reviewed literature to educate prescribers about the specific medication concern. This rationale references applicable guidelines from authoritative sources such as Official Disability Guidelines (ODG), CDC recommendations, and state-specific protocols to establish credibility.

Based on this clinical foundation, our letters provide evidence-based alternative treatment recommendations that offer prescribers practical options for addressing the identified medication issue while maintaining effective symptom management for the injured employee.

This approach ensures prescribers receive both the scientific reasoning behind our concerns and actionable, guideline-concordant alternatives they can implement in their treatment plans.

- **Track and report physician response rates and subsequent prescribing changes.** Enlyte systematically tracks all physician responses to intervention letters through our automated monitoring system. We document response timeframes and categorize the nature of each interaction for comprehensive reporting purposes.

Following interventions, we continuously monitor subsequent prescription activity to measure actual changes in prescribing behavior. This monitoring allows us to verify when recommendations translate into meaningful treatment modifications, particularly important for high-risk medication regimens like those involving opioids or sedatives.

Our tracking system generates regular reports showing intervention effectiveness across the City's population, allowing for identification of prescribers who may need additional education and highlighting broader prescribing trends. All tracking data integrates directly into claim records, providing complete documentation of the intervention process and resulting changes in medication therapy.

D. Drug Usage Data: The Offeror shall:

- **Provide detailed drug utilization data at both the individual member level and across defined sub-groups (e.g., age, condition, geographic region).** Enlyte provides comprehensive drug utilization data at both the individual member level and across defined sub-groups as requested. At the individual level, our system maintains complete prescription histories for each injured employee, including medication details, costs, prescriber information, and chronological fill history.

For sub-group analysis, our platform enables data segmentation across multiple dimensions including age cohorts, injury types, geographic regions, claim duration periods, and provider networks - precisely the demographic categories mentioned in the question.

Additionally, Quarterly Business Reviews (QBRs) and annual partnership meetings provide a collaborative forum for Enlyte and the City to jointly evaluate program performance through comprehensive reporting, cost and clinical trend analysis, and data-driven recommendations. These sessions strengthen our ongoing partnership by ensuring transparency, identifying optimization opportunities, and aligning strategic priorities to continuously enhance the City's pharmacy program.

- **Support custom segmentation and trend analysis upon request.**

Enlyte's ScriptAdvisor portal empowers the City with robust on-demand reporting capabilities that support fully customizable data segmentation. Users with appropriate permissions can generate tailored reports using flexible date ranges from a single day to multi-year periods, with the ability to save these custom configurations for recurring use. This ensures consistent access to precisely the data segments needed for program management and strategic decision-making.

Our platform facilitates sophisticated trend analysis through multi-dimensional examination of any variable combination relevant to pharmacy utilization. Users can seamlessly drill down from population-level trends to individual claim details, while specialized reporting tools highlight patterns within high-risk medication classes. For complex analytical needs, our dedicated analytics team provides ad-hoc support, helping to develop custom segmentation models, predictive utilization forecasts, and cost projection scenarios based on historical trend data.

- **Ensure data is accessible in formats compatible with internal analytics platforms.**

Enlyte ensures all pharmacy data is accessible in formats fully compatible with the City's internal analytics platforms. We support standard analytical formats including Excel (.xlsx) for immediate analysis, CSV files for seamless database integration, and XML for structured system integration.

Beyond these standard options, we provide custom format capabilities specifically tailored to match the City's existing analytics environment requirements. This format flexibility ensures the City can directly import pharmacy data into your internal systems without cumbersome conversion processes or compatibility issues.

For specialized format needs, our technical team can configure custom data extracts that perfectly align with your specific analytics platform requirements.

E. Electronic Reporting: The Offeror shall:

- **Offer secure, web-based access to all standard and custom reports.**

Enlyte provides secure, web-based access to all standard and custom reports through our HIPAA/PHI-compliant ScriptAdvisor portal. This platform employs role-based security

controls and multi-factor authentication to protect sensitive data while ensuring appropriate user access based on responsibilities.

The portal offers a unified interface where users can access both our comprehensive library of standard reports and create custom reports tailored to their specific needs.

- **Ensure real-time or near-real-time data availability.**

Enlyte ensures near-real-time data availability through our continuously updated systems. All pharmacy transactions become visible in the portal within minutes of processing, providing immediate access to current program activity including prescription fills, prior authorization decisions, and clinical alerts.

Our platform maintains data currency through automated hourly updates to all standard reports and dashboards, complemented by daily comprehensive data file generation on a 24/7/365 basis.

- **Include dashboards for monitoring key performance indicators (KPIs), utilization trends, and cost metrics.**

Enlyte provides comprehensive interactive dashboards specifically designed for monitoring the three key areas requested. Our executive dashboard system includes dedicated visualizations for:

- Key performance indicators that track overall program effectiveness and goal achievement
- Utilization trend monitoring that highlights prescription volumes, therapeutic category distribution, and prescribing pattern changes
- Cost metric analysis showing financial performance, savings opportunities, and budget tracking

Each dashboard provides both high-level summary views and drill-down capabilities for deeper analysis when needed. These intuitive visualizations present complex pharmacy data in accessible formats that support informed decision-making and program oversight.

F. Utilization Monitoring and Management: The Offeror shall:

- **Describe its process for identifying and managing over- and under-utilization of medications.**

Enlyte employs a comprehensive monitoring system to identify both over- and under-utilization of medications across the prescription lifecycle. Our approach begins with real-time evaluation at the pharmacy counter through automated DUR edits, continues with concurrent monitoring of active prescriptions across all providers, and extends to retrospective analysis that identifies longer-term utilization patterns.

For over-utilization concerns, our system generates automated alerts when prescription quantities exceed clinical guidelines or when early refill patterns suggest potential misuse. We actively monitor for multiple-provider prescribing scenarios that might indicate "doctor shopping" and employ specialized algorithms to detect potentially dangerous medication combinations before they impact patient safety.

Equally important is our approach to under-utilization management, where we employ gap-in-therapy detection algorithms for maintenance medications requiring consistent use. Our platform tracks adherence to critical therapies, identifies abandoned prescriptions where patients fail to pick up needed medications, and implements structured follow-up protocols for interrupted treatment plans to ensure continuity of care for injured employees.

- **Include criteria used for flagging utilization concerns (e.g., dosage thresholds, refill patterns, therapeutic duplication).**

Enlyte employs comprehensive criteria for identifying potential medication utilization concerns across three key dimensions. Our dosage monitoring system flags prescriptions based on maximum daily thresholds derived from FDA guidelines and clinical literature, while also tracking cumulative dosages across multiple prescriptions to prevent dangerous accumulation. We monitor therapy duration against injury-specific clinical expectations and apply specialized calculations like morphine equivalent dose (MED) for opioid prescriptions to identify potency concerns.

For refill patterns, our system identifies several concerning behaviors including early refill attempts where more than 20% of the previous supply should remain, inconsistent timing that suggests potential non-adherence, and use of multiple pharmacies within short timeframes. We also monitor cash payment attempts following benefit restrictions, which may indicate attempts to circumvent program controls.

Clinical appropriateness monitoring focuses on therapeutic duplication within the same medication class, potential drug-drug interactions based on the patient's complete medication profile, and medications without clear relationship to the documented injury. We also flag extended use of medications that clinical guidelines indicate should only be used short-term, as prolonged use may signal developing dependency or diminishing therapeutic benefit.

- **Detail intervention strategies, including member outreach, prescriber engagement, and clinical case review.**

Enlyte employs a multi-faceted approach to address utilization concerns through targeted interventions at all levels of care. Our member outreach program focuses on patient education and engagement, providing tailored materials that explain appropriate medication use while offering one-on-one counseling for those with complex regimens. We implement reminder systems to support proper adherence and conduct discussions about alternative therapy options when high-risk medications are prescribed.

For prescriber engagement, we utilize a collaborative approach beginning with clinical alerts for concerning utilization patterns. Complex cases receive peer-to-peer consultations with our clinical pharmacists, supported by educational resources on current treatment guidelines. Rather than simply denying inappropriate prescriptions, we work with providers to develop appropriate treatment plans that address patient needs while aligning with best practices.

Our clinical case review process incorporates Urine Drug Testing and Monitoring (UDT&M) using sophisticated risk stratification algorithms to identify priority cases. Clinical pharmacists interpret test results and develop specific recommendations that are communicated directly to claims examiners and case managers. Following interventions, we maintain continuous monitoring to verify adherence to modified treatment plans, ensuring that implemented changes achieve the intended therapeutic goals.

- **Provide examples of successful utilization management programs and outcomes.** Enlyte's ScriptAdvisor PBM solution has implemented several successful utilization management programs that have delivered measurable outcomes for their clients. Here are key examples:

Five-Step Risk Scoring Program

Program Description: This proprietary program provides early insight into therapeutic concerns while recommending appropriate interventions based on a holistic view of the injured worker's prescription history.

Outcomes:

- 28% reduction in MED (Morphine Equivalent Dosage) levels in the first 12 months
- 45% decrease in MED levels by 24 months
- Overall ROI of 3:1 in the first 12 months, increasing to 6.5:1 after 24 months
- 20% more accurate risk assessment by incorporating both in-network and out-of-network prescription data

Price Opportunist Program

Program Description: AI-powered solution that identifies high-cost medications with low therapeutic benefit, including private label topical analgesics and specialty dosage forms.

Outcomes:

- 94% successful auto-denial rate with less than 2% reversal rate
- Elimination of up to 7% of total prescription spend through denials of high-cost, low-value drugs
- 94-95% reduction in costs for over 4,500 identified drugs
- For every \$10M in pharmacy spend, approximately \$680,000 in savings (6.7% reduction)

The **Polypharmacy Reduction Program** addresses complex medication regimens by streamlining treatment plans, resulting in:

- Average of 3.2 fewer medications per claim after intervention
- 41% elimination of therapeutic duplication
- \$1,240 average cost savings per claim
- Decreased adverse medication events and improved adherence through more manageable regimens

Step Therapy Program

Program Description: Identifies over 130 commonly used workers' compensation drugs with less expensive therapeutic alternatives and messages pharmacists to contact prescribers.

Outcomes:

- 22% average reduction in overall spend on targeted drugs post-implementation
- 4-5 new drug products identified monthly for inclusion in the program
- Successful conversion to lower-cost alternatives including OTC medications

Brand to Generic Program

Program Description: Automatically enforces generic substitution and requires medical necessity documentation for brand dispensing.

Outcomes:

- Up to 99% generic efficiency for customers applying generic enforcement rules
- Significant cost savings through automatic DAW (Dispense as Written) letters to physicians
- Successful conversion of both individual prescriptions and future prescribing patterns

Early Opioid Intervention

Program Description: Identifies injured workers receiving opioids for the first time and reaches out to prescribers to discuss treatment plans and alternatives.

Outcomes:

- 45% reduction in average morphine equivalent dosage
- 32% decrease in long-term opioid therapy extending beyond 90 days
- 27% reduction in concurrent opioid-benzodiazepine prescribing

These clinical improvements have translated to better functional outcomes and improved return-to-work rates for injured employees.

Peer-to-Peer Clinical Interventions

Program Description: Physician peer-to-peer reviews examining medical and pharmacy history to determine treatment appropriateness.

Outcomes:

- 80% of physicians responded to Mitchell's retrospective interventions
- 68% discussion rate achieved
- 83% agreement rate with recommended changes
- 49% agreement rate representing actual change in treatment

- ROI of \$4.78 in 2022 and \$5.11 in 2023 for one major client
- 62% MED reduction in 2022 and 47% in 2023 for the same client

Out-of-Network Management

Program Description: Comprehensive strategy to handle third-party billing programs, including prescriptions from various dispensing channels.

Outcomes:

- Up to 29% additional reductions on paper-billed transactions
- 94% average network penetration across entire book of business (compared to industry average of 65-70%)
- Successful reindexing of out-of-network transactions to in-network status

These utilization management programs demonstrate Enlyte's ability to deliver significant cost savings while ensuring appropriate clinical care for injured workers. Their integrated approach to pharmacy benefit management, combining advanced technology with clinical expertise, has proven effective across their client base.

G. Drug Utilization Review (DUR) Reporting: The Offeror shall:

- **Indicate the frequency of DUR reporting (e.g., monthly, quarterly).**

Enlyte provides Drug Utilization Review reports on multiple standardized schedules to support different monitoring and analysis needs. Our standard reporting cadence includes monthly comprehensive utilization reports with trend analysis, quarterly in-depth program evaluations with benchmarking against industry standards, and annual complete program assessments that provide year-over-year performance comparisons.

Beyond these standard schedules, we offer flexible reporting options that can be customized to the City's specific requirements. The ScriptAdvisor portal provides real-time access to current data, complemented by the ability to schedule automated report delivery to designated recipients based on your preferred timing. For urgent situations, our on-demand reporting capabilities allow for immediate generation of time-sensitive analyses without waiting for scheduled distribution cycles.

- **Detail the scope of standard DUR reports, including:**

- **High-risk medication combinations.**

Our standard DUR reporting includes specialized monitoring for dangerous medication interactions through several key reports. We track concurrent opioid-benzodiazepine prescribing, widely recognized as one of the highest-risk combinations, alongside comprehensive polypharmacy analysis that identifies patients on multiple high-risk medications.

Our system provides a drug-drug interaction severity matrix, focused monitoring of multiple CNS depressant combinations, and immediate contraindicated medication alerts. To address prescriber behavior, we deliver quarterly outlier reports identifying providers with high-risk prescribing patterns compared to their peers, enabling targeted intervention when needed.

- **Non-adherence patterns.**
Our standard DUR reports track medication adherence issues through several key metrics. We utilize medication possession ratio analysis to quantify adherence for chronic medications while identifying concerning gaps in critical therapies. The system monitors both early discontinuation patterns and prescription abandonment incidents to identify where treatment plans are not being followed.
- **Prescribing trends by therapeutic class.**
Our standard DUR reports provide comprehensive analysis of medication patterns by therapeutic classification, tracking both financial metrics and prescription volumes across drug categories. We highlight top medications within each class along with utilization trends over time, prescriber-specific preferences, and year-over-year comparisons.

The reports monitor key performance indicators for each therapeutic class, including alternative therapy adoption rates, formulary compliance percentages, and generic utilization metrics. Interactive visualizations allow users to explore the data dynamically, moving from therapeutic class summaries to specific medication details as needed. This approach enables quick identification of prescribing patterns requiring intervention or formulary optimization.

3.1.6 Data System Requirements

The Successful Offeror shall maintain a robust and secure data system capable of receiving, processing, and managing claim data to support injured employee eligibility verification, pharmacy billing, utilization reporting, and invoicing. The system must meet the following minimum requirements:

- A. System Integration: Offeror shall demonstrate the ability to interface seamlessly with the City's workers' compensation claims management system, Origami Risk, at no additional cost to the City. Integration must support real-time data exchange and ensure system compatibility.**

As the City's incumbent PBM provider, Enlyte has already established and maintains a seamless integration between our ScriptAdvisor system and the City's Origami Risk claims management platform. This mature connection provides active bidirectional data flow that exchanges information in real-time between systems, supporting critical functions like immediate eligibility verification at pharmacies, instant updates to claimant status changes, and seamless visibility of prescription transactions within Origami.

The integration has been specifically tailored to the City's workflow requirements and data needs through continuous refinement during our partnership. This customization ensures that pharmacy information flows exactly where needed within your Origami environment, supporting your established business processes without requiring workarounds or manual intervention.

Continuing with our established integration eliminates the significant risks and costs associated with implementing a new vendor connection. There are no implementation costs, staff training requirements, data migration concerns, or service disruptions to consider. Our existing Origami Risk integration will continue functioning seamlessly at no additional cost to the City, providing significant advantage over new vendors who would need to develop, test, and implement entirely new connections at substantial effort and expense.

B. Daily Claims Loading: Offeror shall implement a method to load claims into its system on a daily basis to ensure timely prescription fulfillment for injured employees. The process must support automated updates and minimize delays in pharmacy access.

As the City's current PBM provider, Enlyte maintains a fully operational daily claims loading process specifically tailored to your requirements. This established system processes eligibility updates multiple times throughout each day, ensuring minimal delay between claim creation in your system and medication access at the pharmacy counter. The automated process accepts your preferred file layout and data structure, maintaining seamless integration with your claims and document management systems.

Our claims loading system delivers consistent performance where it matters most at the point of prescription fulfillment. New claims typically become available in our system within minutes of receipt, enabling immediate eligibility verification when injured employees present at pharmacies. For newly reported claims not yet processed through the standard file exchange, our first-fill capability ensures workers can still receive necessary medications without disruption.

The reliability of our established process has eliminated prescription delays for the City's injured employees, with proven exception handling protocols addressing any eligibility questions that occasionally arise. We continuously enhance this system based on the City's specific usage patterns, operational feedback from your staff, and regular performance analysis, ensuring the process remains optimized for your needs.

Continuing with this proven solution eliminates the implementation risks and potential service disruptions associated with transitioning to a new vendor's claims loading process.

C. Electronic Data Transfer: Offeror shall ensure that pharmacy invoice and claim data—including but not limited to claim details, payment information, and pharmacy invoice images—are electronically transferred to and from the City's claims management system. Data exchange must be secure, auditable, and compliant with applicable privacy regulations.

As the City's current PBM provider, Enlyte maintains a fully functioning electronic data transfer system that securely exchanges pharmacy information between our ScriptAdvisor platform and your Origami Risk claims management system. This established integration operates without interruption and has been specifically configured to match your workflow requirements and data formats, eliminating the technical challenges that would come with establishing new vendor connections.

Our comprehensive data exchange transfers all required elements, including complete claim details (injured employee information, prescribing physicians, dates of service), medication-specific data (NDC codes, drug names, quantities, pricing), payment information, digital invoice

images, and authorization documentation. This ensures your claims system maintains complete visibility into all pharmacy transactions.

Security and compliance are foundational to our data exchange protocols. All transmissions employ HIPAA/PHI-compliant encryption methods meeting federal privacy requirements, with complete audit trail capabilities that log every data transfer for verification purposes. Our system implements automated data validation protocols and role-based access controls to ensure data integrity and appropriate information access.

The City currently benefits from our streamlined weekly electronic billing process, which includes a flexible EDI bridge supporting multiple data formats, rapid payment processing with 24-hour turnaround, and continuous access to financial reporting through the ScriptAdvisor portal. Continuing with this established system ensures uninterrupted, secure access to pharmacy data without the risks associated with implementing new integration connections.

D. Pharmacy Billing Management: Offeror shall receive electronic billing from participating pharmacies and maintain the capability to identify and track duplicate billing, service dates, original bill amounts, and recommended reductions. The system must support automated flagging and reconciliation of discrepancies.

As the City's current PBM provider, Enlyte maintains a fully operational pharmacy billing management system calibrated specifically to the City's needs. Our electronic billing infrastructure processes prescription transactions with proven reliability, consistently delivering accurate and timely billing management without the disruption a transition would entail.

Our system employs sophisticated duplicate bill prevention through multiple verification layers. Each prescription claim receives a unique transaction identifier, while our multi-point matching algorithm compares claimant information, prescription details, service dates, and provider information to identify potential duplicates. This approach enables real-time rejection of duplicate submissions at point-of-sale, complemented by retrospective auditing to catch any that might bypass initial controls.

For comprehensive tracking and documentation, our system validates service dates against prescription parameters, maintains permanent records of original pharmacy charges, and documents all network discounts, manual price adjustments, and their justifications. This creates a complete audit trail of all billing activities, supporting both operational needs and financial oversight.

When discrepancies occur, our automated system immediately identifies pricing anomalies by comparing billed amounts against contract terms. This trigger establishes resolution workflows that investigate and resolve issues while tracking patterns to prevent recurrence. This refined approach has been optimized based on the City's actual claim patterns over time.

Continuing with our established billing management system eliminates the learning curve and implementation risks that would accompany a vendor change, ensuring uninterrupted billing operations with the accuracy and efficiency the City relies upon.

E. Payment Transfer File: Offeror shall provide the City with a comprehensive payment transfer file that includes the following data elements for each pharmacy bill:

- **Claim number**
- **Claimant name**
- **Date prescription was filled**
- **Prescribing provider's name**
- **Medication name, dosage, and quantity**
- **Invoice charges**
- **Reductions applied**
- **Final allowance amount**

The City shall generate payment based on the individual claim file as presented in the payment transfer file.

Enlyte already delivers a comprehensive payment transfer file specifically tailored to your requirements. This established system seamlessly connects with your financial systems and consistently provides accurate, timely payment information without requiring any modifications to your existing payment processes.

Our payment transfer file includes all the required data elements specified in the RFP. For claim identification, we provide complete claim numbers formatted to match your system's conventions, along with full claimant names that correspond with your records. Prescription details include precise fill dates, complete prescriber information, and comprehensive medication data covering name, exact dosage, and dispensed quantity. The financial section details original invoice charges, itemizes all reductions applied through network discounts and clinical programs, and clearly identifies the final allowance amount for payment processing.

Continuing our current payment transfer system provides significant operational advantages. Your staff is already trained in interpreting and processing these familiar file formats, and our established verification procedures ensure consistent data accuracy. The file delivery schedule is optimized to align with your payment processing cycles, and historical continuity is maintained in your financial records and reporting. Most importantly, you avoid the implementation risks and potential payment disruptions that would inevitably accompany a transition to a new vendor's system.

F. Invoicing and Reimbursement Process: Offeror shall describe its invoicing methodology and cycle, including timelines for invoice generation, submission, and reconciliation. Additionally, Offeror shall outline the process for reimbursing pharmacies, including payment timelines, dispute resolution procedures, and audit capabilities.

Enlyte maintains a streamlined invoicing process specifically tailored to your requirements. Our established weekly billing cycle provides consistent, predictable invoicing that aligns with your payment processes, delivering itemized electronic files with complete NDC-level transaction details. Each invoice undergoes 100% verification of all elements before submission, then is electronically delivered through secure channels established for your organization.

Every invoice contains comprehensive data elements including claim number, claimant identification, fill date, NDC code, medication details, quantity dispensed, amount billed, applied discounts, and final payment amount. This detailed information supports efficient reconciliation

through automated matching of payments against submitted invoices, with established protocols for addressing any discrepancies that may arise.

For pharmacy reimbursement, our system ensures network pharmacies receive payment according to their contractual terms, typically within 14 days of dispensing through electronic funds transfer. This rapid payment timeline maintains strong pharmacy network relationships while a consistent weekly processing schedule creates operational predictability.

When disputes occur, our standardized resolution protocol guides the investigation and resolution process, supported by a dedicated pharmacy help desk that directly interfaces with providers regarding reimbursement questions. All payments and adjustments are thoroughly documented, creating a comprehensive audit trail that enables systematic verification against contractual terms and continuous performance monitoring of dispute frequency and resolution timeframes.

Continuing with this established system avoids the implementation risks and potential disruptions associated with transitioning to a new vendor's billing processes, while maintaining the financial workflow your staff is already trained to manage.

3.1.7 Data System and Reporting Requirements

The successful Offeror shall:

- **Maintain a robust data system capable of implementing and monitoring cost containment strategies and utilization review protocols to ensure optimal management of pharmacy benefits.**

Enlyte maintains a sophisticated data system through our ScriptAdvisor platform that has been specifically configured to the City's pharmacy program needs over the course of our partnership. This well-managed system employs customized cost containment rules and utilization protocols that have been calibrated based on your actual claim patterns and program goals, delivering proven savings through targeted interventions.

The platform provides comprehensive functionality supporting multiple cost management strategies simultaneously. Real-time formulary management enables immediate implementation of formulary changes when new generic medications become available or clinical guidelines evolve. This works in concert with our point-of-sale intervention capabilities that can prevent inappropriate dispensing before it occurs, eliminating the need for retrospective recovery efforts.

- For ongoing program oversight, the system offers advanced clinical monitoring tools including:
 - Exception tracking for non-standard medication approvals
 - Trend identification across therapeutic categories and prescriber groups
 - Risk stratification of claims based on medication profiles
 - Seamless integration with clinical intervention workflows

This robust technological foundation ensures consistent application of the City's pharmacy management policies while providing flexibility to adapt to emerging medication trends and regulatory

changes. The City's staff is already proficient with this platform, eliminating the learning curve and implementation challenges that would accompany a new system.

- **Provide the City with on-demand access to ad hoc reporting tools that allow for customizable data queries and real-time analytics.**

Enlyte provides the City with comprehensive self-service analytics through our ScriptAdvisor portal, allowing your staff to generate customized reports without IT assistance or additional costs. As your current PBM provider, we offer the significant advantage of continued access to reporting tools your team already uses proficiently, eliminating any learning curve or transition challenges.

The portal's intuitive interface enables users to modify report parameters on-demand and execute custom data queries that address your specific analytical needs. All results can be exported in multiple formats including Excel, PDF, and CSV to support various distribution and analysis requirements. To facilitate data interpretation, the system includes visualization tools that transform complex information into actionable insights, highlighting trends that might otherwise remain hidden in tabular data.

Your CSM provides ongoing, hands-on support for all program needs, including ad hoc and custom reporting requests. Your CSM is readily available to develop tailored reports aligned with the City's specific questions, operational requirements, and emerging priorities—delivering these at no additional cost. In addition, your CSM leads and coordinates all Quarterly Business Reviews (QBRs) and annual partnership meetings, ensuring the City receives comprehensive program performance analysis, trend insights, and data-driven recommendations. This established partnership model ensures consistent communication, transparency, and continuous improvement throughout the life of the program.

- **Deliver comprehensive reports on a monthly, quarterly, and annual basis. These reports must include:**

- **Detailed activity by claim**
- **Medication dispense history**
- **Medical fee schedule adherence**
- **Pharmacy Benefit Management network savings**

Enlyte delivers a structured reporting program that provides the City with monthly activity summaries, quarterly in-depth analysis with program recommendations, and annual comprehensive reviews containing year-over-year comparisons. Each of these reports includes the four critical information categories requested by the City.

For detailed activity by claim, we provide individual transaction-level information including prescriber and pharmacy details, authorization history with clinical interventions, and claim status metrics. Medication dispense history reports offer complete prescription fulfillment timelines with dosage and quantity tracking, refill pattern analysis, and documentation of prescription changes throughout the claim lifecycle.

Our medical fee schedule adherence reporting ensures transparency in pricing compliance, comparing all transactions against New Mexico fee schedule requirements, and documenting any exceptions with appropriate justification. The pharmacy network savings reports quantify program

value through network discount performance metrics, clinical intervention impacts, generic efficiency rates, and formulary compliance benefits.

As your current provider, continuing with our established reporting system ensures uninterrupted access to your complete historical data, maintains consistent trend analysis methodologies, and eliminates the risk of reporting disruptions that typically accompany vendor transitions. Our regular stewardship meetings with familiar City stakeholders will continue to provide forums for discussing report findings and optimization opportunities.

3.1.8 Security and Compliance Requirements

The proposal must include:

- **A description of security measures and data backup systems, including how these systems meet or exceed all applicable Federal regulations.**

Enlyte has an established Business Continuity Plan and Disaster Recovery Plan (BCP/DRP), modeled after the FEIC BCP/DRP and KPMG's BCP Program. We heavily invest in and actively perform technical and process due diligence to always ensure business continuity: we conduct DR and Business Impact Assessment (BIA) tests annually, with results meeting our Recovery Time Objective (RTO) and Recovery Point Objective (RPO) service-level agreements (SLAs). DR tests are conducted, at minimum, quarterly for adherence to Enlyte's standards. Standard SLAs include 98.5% uptime, an RPO of 6 hours, and RTO of 8 hours. We perform continuous data snapshots to our DR data center, with daily incremental and weekly full backups.

- In the event of a system failure, failover to a warm site is enabled, following a detailed startup checklist for all key infrastructure and application-level components. A generator is on-site for back-up power of all call center systems. Our IT Resiliency and DR Program offers high availability and full DR capabilities, with all technology mirrored between the main data center and DR site. Data replication snapshots occur continuously.
- In the event of a DR failover, the DR site is activated in an orderly fashion. Clients would only see a temporary delay as systems failover. Since the onset of COVID-19, Enlyte's operations team primarily works remotely, with the ability to work overtime if needed. There have been no instances where the DR plan was activated for PBM operations. When our BCP was activated in early 2020, 100% of office employees were able to transition to remote work within 72 hours without impact to patient or client prescription processing.

Enlyte's IT Resiliency and DR Program provides an RTO of 4 hours and an RPO of 15 minutes. The DR environment is regularly tested for readiness. This ensures continuous availability and rapid recovery, supporting the City's business continuity.

- **Confirmation that all services and systems proposed are fully compliant with the Health Insurance Portability and Accountability Act (HIPAA), ensuring the confidentiality, integrity, and availability of protected health information (PHI).**

We employ rigorous security procedures, technical safeguards, and industry-standard audit attestations to deliver operationally required, secure information to our team members and to the City in support of your operations. Our security management framework is based on ISO27001:2015, and

we maintain SOC 1 Type 2 and SOC 2 Type 2 reports for quality and accuracy. Annual risk assessments are conducted to validate and define security policies and IT security budgetary needs.

Physical security is enforced at our co-location data centers through perimeter fencing, concrete walls, mantraps, card-key access, quarterly access reviews, 24/7 CCTV monitoring, and security guards. Access to Mitchell's assets is restricted to authorized ScriptAdvisor personnel, and annual reviews are performed to maintain access integrity. Environmental controls are provided by Tier III data center providers, and the facilities undergo SOC1 and SOC2 audits.

For endpoint security, we employ full disk encryption (AES256 bit), device control over peripheral ports, data loss protection, and application control. Unauthorized applications are blocked, and client data is stored only in designated storage directories, never locally on workstations. We use secure protocols for data transmission (AES 128-bit encryption in transit and AES256 bit encryption at rest), and support encryption protocols, such as RSA 2048bit, ECDSA 2048bit, Diffie-Hellman, MQV 2048bit, and SHA-2/SHA-3, for message integrity.

Our network perimeter is secured through managed workstations, Wi-Fi and VPN with machine verification, multi-factor authentication (MFA) for VPN, and Data Loss Prevention (DLP)-enabled email and internet gateways. DLP and Mobile Device Management (MDM) technologies are employed for email and mobile access to secure data for all, regardless of our employees' location.

We maintain institutional methodologies, business processes, and policies that govern and protect privacy, security, confidentiality, and integrity for all data. Our Privacy and Security policies comply with HIPAA and HITECH Act requirements. Annual web-based training is mandatory for all employees, covering Personnel Security Management, HIPAA training, and Privacy Awareness Training. Development and engineering staff receive additional security training to stay current with industry trends.

Access to client information is restricted to individuals who require this for service obligations. Client data is only used and disclosed for treatment, payment, healthcare operations, or as otherwise allowed by law. All personnel sign confidentiality agreements prior to accessing client information, and annual training is mandatory for all staff. Data is stored in Enlyte data centers located in the US. Our security measures are defined by both NIST SP800-53r4 and the HIPAA Security Rule. Enlyte has established procedures and protocols for incident management and cybersecurity response. We support client audits and provide documentation of our security policies and procedures upon request.

3.1.9 Customer Service Line Requirements

The successful Offeror must maintain and operate a customer service line. Please provide detailed responses addressing the following:

- A. Service Operation and Accessibility: Explain the functionality of the customer service line, including who can access it, the hours of operation, and the types of information or assistance available.**

As the City's current PBM provider, Enlyte offers a full-service customer assistance center as part of the ScriptAdvisor portal. The Customer Assistance Center (CAC) operates 24/7, 365 days a year, with multi-lingual Support Specialists and Technical Support Engineers. These representatives are extensively trained in professional call center procedures, claims processing, and client-specific instructions, and use the same web portal as clients and claimants. Calls are documented and accessible in the ScriptAdvisor portal for quick and knowledgeable responses. Communication options include phone, fax, email, and web-based portal service, with online chat features also available through the user portal.

Our customer service line provides support to all program stakeholders:

- **City Staff:** Claims adjusters, risk managers, and administrative personnel for overarching questions, escalations, eligibility issues, and urgent needs
- **Injured Employees:** Direct support for medication access and benefit questions as well as drug cards, pharmacy network information and more
- **Healthcare Providers:** Assistance for prescribers regarding formulary details and authorization
- **Pharmacies:** Support for claims processing and billing inquiries to complete fill activities
- **Case Managers:** Coordination assistance for complex claims

Our customer service representatives provide assistance with:

- **Eligibility Verification:** Confirming injured employee coverage status
- **Prescription Authorization:** Facilitating necessary approvals for medication access
- **Pharmacy Network Questions:** Locating in-network providers
- **Claim Status Inquiries:** Providing updates on pending authorizations
- **Benefit Explanation:** Clarifying coverage details for all stakeholders
- **Technical Support:** Assistance with portal access and functionality
- **Card Replacement:** Expediting replacement of lost or damaged pharmacy cards
- **Mail Order / 90 day fills:** Delivering enrollment, program, and medication status updates
- **Billing and Collections:** Supporting invoice inquiries and payment receipt validation

B. Handling of Rejected or Denied Transactions: Describe the process for managing transactions that are rejected or denied, including any follow-up procedures or notifications.

When a prescription transaction is rejected, Enlyte's real-time management system immediately identifies the issue at the point-of-sale when a medication is prescribed outside plan design parameters. Our automated triage system categorizes the rejection reason—whether formulary, clinical, or administrative—and provides the dispensing pharmacy with specific information and next steps.

This triggers our streamlined resolution workflow, beginning with immediate notification to our team from the pharmacy. We promptly contact City claim representatives through dual communication channels: email notifications containing prescription details and rejection reasons, and alerts in the ScriptAdvisor portal. These communications include contextual information supporting informed authorization decisions. Once the claims representative responds, their

determination is automatically transmitted to the pharmacy, typically completing the entire cycle within minutes to minimize medication access delays.

For comprehensive follow-up, we document all rejections and decisions in the ScriptAdvisor portal, inform injured employees about their prescription status, and suggest clinical alternatives when appropriate for denied medications. Our system also monitors rejection patterns to identify potential formulary or process improvement opportunities.

As your current provider, this established transaction management system delivers significant advantages through familiar workflows your staff already navigates proficiently. The system maintains complete historical records of past decisions while demonstrating consistent success in balancing appropriate medication access with necessary controls.

C. Dispute Resolution Protocol: Outline the steps involved in resolving disputes, including timelines, escalation procedures, and communication methods.

As the City's current PBM partner, Enlyte already operates a mature and fully tailored dispute resolution system aligned with your program requirements. Our approach follows a structured five-step process that ensures accuracy, transparency, and timely resolution for your team's ease of handling, peace of mind and financial reconciliation activities.

The process includes:

1. **Initial receipt and documentation:** Each dispute is logged immediately with a unique tracking number and priority classification, and an acknowledgment is issued within one business hour.
2. **Investigation and analysis:** A resolution specialist gathers all relevant documentation, reviews transaction histories, and evaluates applicable contractual terms.
3. **Resolution development:** Based on the findings, we determine the appropriate corrective action, document the implementation steps, and secure any required approvals.
4. **Implementation and verification:** Agreed-upon actions are executed, system updates are validated, and any financial adjustments are processed.
5. **Communication and documentation:** Final outcomes are communicated to all stakeholders, and comprehensive case records are maintained for audit and reference.

Resolution timelines are governed by established service-level agreements tied to priority level:

- **Priority 1 – Critical:** Resolved within 4 business hours
- **Priority 2 – High:** Resolved within 1 business day
- **Priority 3 – Medium:** Resolved within 2 business days
- **Priority 4 – Low:** Resolved within 3–5 business days

For matters requiring escalation, we maintain a clear four-level pathway:

- **Level 1:** Customer service representatives address standard issues
- **Level 2:** Specialized resolution teams manage complex disputes
- **Level 3:** Account management handles contractual or program-level concerns
- **Level 4:** Senior leadership reviews critical issues requiring executive decisions

Stakeholders can initiate and track disputes through multiple communication channels, including:

- A dedicated toll-free support line
- Secure email to the customer service team
- Direct access to the account management team
- Messaging through the ScriptAdvisor portal

This established framework offers several advantages to the City: staff are already familiar with the workflow, resolution standards are consistent and predictable, and no learning curve or transition period is required. Our long-standing track record demonstrates reliable, effective dispute management with minimal disruption

D. Reverse Charge Management: Detail how reverse charges are identified, processed, and resolved within your system.

As the City's current PBM provider, Enlyte maintains a comprehensive reverse charge system refined specifically for your transaction patterns. Our approach begins with multiple detection methods that identify when medications need reversal, including automated pharmacy system notifications when prescriptions are returned to stock, transaction matching algorithms that link original claims with corresponding reversals, and monitoring for prescriptions not picked up within 14 days.

To ensure accurate financial handling, we employ a strategic processing methodology that includes:

- Built-in transaction lag between daily transaction files and billing files
- Automated netting process that offsets original and reversal transactions before billing
- Comprehensive audit trail documenting all original transactions and subsequent reversals

Once identified and processed, all credits are systematically processed weekly and made visible through the ScriptAdvisor portal, with detailed reports providing complete documentation. Our monthly reconciliation process ensures financial accuracy, automatically generating refunds to the City for any payments made on prescriptions that are subsequently credited. This systematic approach provides real-time transaction visibility and clear accounting of financial impacts.

The established system eliminates potential financial inconsistencies that would accompany a vendor transition, while maintaining the familiar reconciliation process your staff already navigates efficiently. Our reverse charge management has consistently delivered accurate, timely processing that meets the City's financial operations needs without disruption.

E. Correction of Claims: Explain the procedure for correcting claims that have been submitted to the wrong workers' compensation claim, including verification and reallocation steps.

Enlyte's process for correcting prescriptions submitted to the wrong workers' compensation claim follows four essential steps:

1. **Identification and Verification:** When a misallocated prescription is identified, we verify both the incorrect and correct claim information through Origami Risk system validation, ensuring the reassignment is properly authorized.
2. **System Correction Process:** An authorized user initiates the claim reassignment through the ScriptAdvisor portal, reversing the transaction from the incorrect claim while preserving all original transaction details.
3. **Financial Reallocation:** Charges are removed from the incorrect claim's financial record and applied to the correct claim, with automated balancing protocols ensuring financial reconciliation is complete. For claims spanning different billing periods, appropriate adjustments are processed to maintain accurate financial reporting.
4. **Documentation and Notification:** The system maintains a complete audit trail of the correction, documents the rationale, and notifies relevant stakeholders of the change, with updated information immediately visible in the portal.

3.1.10 Account Manager

The successful Offeror shall assign an Account Manager to the City with the primary responsibility of responding to all performance issues. The assigned account manager shall oversee all aspects of service including, but not limited to, the initial implementation, ongoing contract facilitation, and any transition services at the end of the contract term. The Account Manager should have a minimum of two (2) years of experience with the successful Offeror's organization or a similar industry and direct experience with accounts of similar size and complexity as the City.

As the City's incumbent PBM partner, Enlyte brings a deeply experienced and fully aligned account management structure that has already been proven effective in supporting the City's workers' compensation pharmacy program. Your dedicated Client Services Manager (CSM) has long-standing familiarity with the City's unique program parameters including your operational workflows, statutory obligations, clinical priorities, and formulary configurations. This enables seamless continuity, immediate value, and zero transition risk.

This established understanding allows the CSM to proactively anticipate needs, streamline decision-making, and ensure consistent application of the City's program requirements without the learning curve a new vendor would face. The CSM also maintains strong working relationships with City stakeholders, enabling efficient coordination of daily operations and rapid resolution of issues as the City advances its goals for 2026 and beyond.

Working closely with Enlyte's clinical leadership team, including pharmacists already familiar with the City's claim patterns, the CSM ensures alignment between program oversight, clinical best practices, and the City's evolving needs. This integrated team model provides a blend of operational strength, clinical expertise, and strategic guidance.

Key Responsibilities and Value of the Dedicated CSM

- **Primary Point of Contact:** Serves as the central coordinator for all program activities, managing outreach, handling escalations, and guiding day-to-day operations to ensure the City receives timely, reliable support.

- **Deep Program Familiarity:** Brings an established understanding of the City's history, unique requirements, and program expectations, supported by strong working relationships with key stakeholders and comprehensive knowledge of workforce characteristics and claim patterns.
- **Continuity and Immediate Value:** Delivers seamless service without the need for onboarding or re-education, providing uninterrupted support from day one and applying existing program insights to drive efficiency and maintain high-quality service delivery.

Strategic Leadership & Clinical Integration

- **Quarterly Business Reviews (QBRs) and Annual Stewardship Meetings:** Led by the CSM to deliver comprehensive performance analysis, financial and clinical trend evaluation, commentary, and optimization recommendations.
- **Ad Hoc & Custom Reporting:** Available at no additional cost, allowing the City to request tailored reports at any time to support operational decisions and evolving priorities.
- **Dedicated Clinical Pharmacists:** Led by Dr. Nikki Wilson, PharmD, providing daily clinical consultation, PA support, formulary recommendations, and safety reviews.
- **Chief Clinical Oversight:** Guided by Dr. Mitch Freeman, PharmD, Chief Clinical Officer, ensuring alignment with evidence-based practice, formulary integrity, and long-term strategic direction.

Together, this established team structure ensures that the City receives not only comprehensive account management support but also the continuity, insight, and strategic partnership that only an incumbent vendor with proven experience can provide. This strong, existing collaboration positions Enlyte to support the City's current goals and future initiatives well into 2026 and beyond.

3.1.11 Transition

The successful Offeror shall commence the implementation process immediately upon the award of the Contract. Within two (2) weeks of awarded Contract, the Offeror must be prepared to initiate a planning session with the City. This session will include a comprehensive discussion of Offeror's detailed implementation plan, encompassing agency orientation and onboarding procedures.

As the City's current PBM provider, Enlyte offers a unique continuity advantage that eliminates the need for traditional implementation or transition activities. Rather than developing new systems, migrating data, or building integrations, we will maintain uninterrupted service through our existing infrastructure that already serves your program effectively.

This continuity means injured employees will maintain seamless access to medications without disruption, City staff can continue using familiar systems without retraining, all claim history and authorizations remain intact without data migration risks, and your established Origami Risk connections continue functioning without integration development.

While we will not require a typical implementation process, we recognize the importance of the planning session outlined in the RFP. Within two weeks of contract award, we will schedule this meeting to focus on enhancing your current program through:

- Program optimization opportunities

- New feature implementations
- Performance enhancement strategies
- Updated service level agreements
- Refreshed program goals and metrics

This approach transforms what would typically be a risk-filled transition period into a strategic opportunity to build upon our successful partnership, refining services and implementing enhancements that further improve program performance without the disruptions, costs, and learning curves associated with changing vendors.

A. Create a custom formulary.

Yes. Enlyte will maintain the City's existing custom formulary that has been tailored specifically to your program requirements. As your current provider, we will continue managing this formulary without disruption while implementing any desired modifications or enhancements based on our review of utilization data and program performance metrics during our planning session.

B. Build a profile for each active claim with on-going prescriptions.

As the City's current PBM provider, all active claims with ongoing prescriptions already have established profiles in our system. Rather than building new profiles, we will continue maintaining these existing records with complete prescription histories intact.

We will ensure ongoing accuracy of all claim data through our regular quality assurance processes, update profile elements as needed when claim circumstances change, and preserve uninterrupted access to comprehensive prescription histories. This continuity eliminates the data transition risks typically associated with changing vendors while ensuring all claim information remains current and accessible for the City's staff.

C. Notifications to injured employees with open claims and on-going prescriptions.

As the City's current PBM provider, Enlyte will not need to issue transition notifications to injured employees with open claims and ongoing prescriptions, as their pharmacy service will continue uninterrupted.

If the City desires, we can provide optional communications about any program enhancements implemented during the contract renewal, but no notifications will be required for continued service access.

D. For the purposes of the implementation effort, the successful Offeror shall assign a dedicated implementation manager whose responsibilities include the development of a formal work plan, coordination of successful Offeror resources, oversight of the implementation work plan and project effort, and facilitation of all collaborative project meetings including Origami Risk, the third-party vendor used by the City.

As the City's current PBM provider, Enlyte will leverage your existing Client Services Manager to oversee the contract renewal process rather than assigning a dedicated implementation manager. Your CSM already possesses deep knowledge of your program and will develop any necessary work plans, coordinate required resources, oversee project activities, and facilitate collaborative meetings with City stakeholders and Origami Risk representatives as needed.

E. The successful Offeror shall perform comprehensive systems testing prior to the established implementation effective date with no additional charge to the City.

As the City's current PBM provider, Enlyte already has fully tested systems in active production for your program, eliminating the need for pre-implementation testing typically required with new vendors. We will continue our established system maintenance and rigorous quality assurance protocols throughout the contract period at no additional charge. Should any new features or enhancements be implemented during the contract term, we will perform comprehensive testing of these specific elements before deployment to ensure seamless integration with your existing program configuration.

F. Offeror shall hold regular meetings and status meetings with the City and Origami Risk to work through any implementation issues.


As the City's current PBM provider, Enlyte will continue our established meeting schedule with City stakeholders and Origami Risk representatives, maintaining the communication cadence that has proven effective throughout our partnership. These regular status meetings will focus on addressing any enhancement requests or service adjustments identified during the contract renewal process rather than traditional implementation issues.

Our existing relationships with both City staff and Origami Risk technical teams provide a solid foundation for efficient communication and issue resolution. We will maintain open channels for immediate issue resolution between scheduled meetings should any urgent matters arise, ensuring continuous program optimization throughout the contract term.

G. Following execution of the contract, the City and the successful Offeror will collaborate in order to complete system integration with the successful Offeror to provide services by July 1, 2026.

As the City's current PBM provider, Enlyte's integration with your Origami Risk system is already complete and fully operational. Following contract execution, we will maintain this established integration while implementing any enhancements to data exchange identified during our planning sessions. Our technical team will ensure all current interfaces remain fully functional throughout the contract renewal process, guaranteeing uninterrupted service delivery through July 1, 2026 and beyond. This approach eliminates the significant risks associated with new system integrations, allowing us to focus on optimizing rather than building integration capabilities.

Cyber Liability Errors & Omissions/Professional Liability

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 05/05/2025													
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>															
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>															
<p>PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103</p> <p>CN102135422-cyber-25-25</p> <p>INSURED Mitchell International, Inc. 9771 Clairemont Mesa Blvd, Suite A San Diego, CA 92124</p>	<p>CONTACT NAME: Fran Jordan</p> <p>PHONE (A/C, No, Ext): (215) 245-1461 FAX (A/C, No):</p> <p>E-MAIL ADDRESS: Fran.Jordan@marsh.com</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Syndicate 2623/623 at Lloyd's</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Syndicate 2623/623 at Lloyd's		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Syndicate 2623/623 at Lloyd's															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<p>COVERAGES CERTIFICATE NUMBER: CLE-007034452-12 REVISION NUMBER: 13</p>															
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>															
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<p>COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <hr/> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p> <p>OTHER:</p>						<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COM/PROP AGG \$</p>								
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED</p> <p><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY</p>						<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>								
	<p>UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DIED RETENTION \$</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>								
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N</p> <p>(Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>		N/A				<p>PER STATUTE OTH-ER</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>								
A	CyberTech E&O			B0509CYBLY2550107	04/29/2025	04/29/2026	<p>Limit 10,000,000</p> <p>SIR 1,000,000</p>								
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p> <p>Evidence of coverage:</p> <p>Professional Liability is included in this policy.</p>															
CERTIFICATE HOLDER				CANCELLATION											
<p>Mitchell International, Inc. 9771 Clairemont Mesa Blvd, Suite A San Diego, CA 92124</p>				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>											
<p>© 1988-2016 ACORD CORPORATION. All rights reserved.</p>															
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD													

Appendix 2: Key Staff Resumes

Dennis Hoffart: Vice President of Sales

Dennis Hoffart brings more than 30 years of extensive workers' compensation and managed care experience across a wide range of products and services. He collaborates closely with national and large regional insurance companies, third party administrators, municipalities, and self-insured employers in the workers' compensation industry. Based in California, Dennis is deeply knowledgeable about CA labor code, rules, regulations, and guidelines, allowing him to provide a keen understanding of his clients' needs and vision. He focuses on ensuring all new client acquisition program terms are executed flawlessly and serves as a valuable resource throughout the client relationship. Dennis holds a bachelor's degree in public administration from San Diego State University and a master's degree in vocational counseling from Sacramento State University.

Alison (Ali) Gale: Client Services Manager

Alison Gale is a Client Services Manager with the Enlyte ScriptAdvisor Pharmacy Benefit Management (PBM) services. Alison is responsible for delivering top-of-the-line customer service in maintaining strong relationships with her clients. She provides reporting, communication, problem solving, and ensuring that pharmacy benefits are being met and delivered in a timely and appropriate manner.

Prior to joining Enlyte she served as the Office Manager for a physical therapy company in Boise, ID and Operations Intern at Trinity Health in Boise. Alison has a Bachelor's in Healthcare Administration from Boise State University, and Master's in Healthcare Administration from Idaho State University.

Myranda McGuire: Director, Client Services

Myranda McGuire serves as Director, Client Services for the Pharmacy Solutions team, where she leads a team of Client Services Managers responsible for key ScriptAdvisor® accounts. Based in California with over 15 years of experience in workers' compensation pharmacy services, including 8 years with Enlyte, she brings substantial expertise to her role. At Enlyte, Myranda develops best practices for customer service delivery, provides guidance on client product enhancements, and spearheads consultative outcome reports. She excels in maintaining client satisfaction through consistent communication and comprehensive relationship management. Throughout her career, she has managed national accounts exceeding \$20 million in annual revenue, demonstrating exceptional skills in data analysis, strategic planning, and creating customized solutions that deliver significant cost savings for clients. McGuire has established herself as a healthcare and pharmaceutical services professional dedicated to developing strong client relationships while delivering measurable results.

Kacie Igleheart: Senior Manager, Customer Service

Kacie Igleheart serves as Senior Manager, Customer Service and brings over 13 years of PBM operations expertise to her role overseeing Customer Success and Operational Product Quality. Through strategic partnerships with external account management, internal operations, product management, and development teams, she and her teams ensure client pharmacy programs maintain their integrity and

exceed expectations after implementation. They also focus on ensuring that the ScriptAdvisor platform runs smoothly, with emphasis on functionality, continuity, and user experience.

Julie MacLean: Vice President, Operations Administration

Julie MacLean has dedicated her career to excellence in the insurance industry, with extensive experience spanning workers' compensation, casualty, and employee benefits. Drawing on valuable insights gained during her tenure with industry leaders, including Travelers, Aetna, and United Healthcare, Julie brings a wealth of operational expertise to her role at Enlyte. Since joining Enlyte over six years ago, Julie has spearheaded the development and implementation of exceptional operations strategies designed to optimize customer experience and outcomes. Her leadership philosophy—centered on placing the "right person in the right seat at the right time"—has transformed the Pharmacy Solutions Operations team into a Best-in-Class organization recognized for its efficiency and effectiveness. Julie holds a bachelor's degree in international business management from Loyola Marymount University and maintains a Six Sigma Green Belt certification, reflecting her commitment to continuous improvement and operational excellence.

Rosie Cruze: Senior Director of Operations, Pharmacy Solutions

Rosie Cruze, Sr. Director of Operations, Pharmacy Solutions, is an experienced executive with over 19 years in workers' compensation, currently serving as Senior Director of Operations for Pharmacy Solutions. Prior to her current role, she spent a decade as Vice President of IT/Client Services at Integrated Prescription Solutions, where she developed innovative solutions for the PBM market and managed client relationships. Cruze's expertise includes overseeing corporate client services, implementing program services, and developing customer service standards to ensure operational excellence across departments. Her leadership focuses on maintaining strong client relationships while coordinating cross-departmental communication to achieve customer service goals.

Jeff Mogleston: Vice President of Program Management/Pharmacy Solutions

Jeff Mogleston is a Vice President of Program Management Pharmacy Solutions with over 20 years of project management experience spanning IT and healthcare benefits management industries. His career began in technical roles at companies like Novell and Compaq, followed by teaching technology courses at Southern Methodist University, before transitioning to leadership positions managing complex implementations in pharmacy benefits, health savings accounts, and workers' compensation systems. Mogleston brings a unique combination of technical expertise and people skills to his work, with a proven track record of directing implementations at organizations including Cogent Works, Health Equity, and ADP. He holds a bachelor's degree in business management from Brigham Young University and specializes in addressing complex challenges in healthcare and pharmacy solutions.

Heather Shelton: Implementation Manager

Heather Shelton, Implementation Manager: Heather is responsible for the setup and installation of technical systems, applications, and process designs for PBM clients, including creating process documentation and training/coordinating training for client users. Heather and the implementation team

gather client requirements, ensure accurate delivery of agreed-upon services and solutions and validates all implementation steps have been completed prior to go-live. Heather has been with Enlyte for over 15 years, and is a graduate of Cal State University, Fullerton.

Dave Torrence: Executive Vice President & GM, Pharmacy Solutions

Dave Torrence joined Enlyte in 2005, bringing a wealth of experience in the casualty claims and auto physical damage markets. As Executive Vice President and General Manager for Enlyte's Pharmacy Solutions division, Dave was responsible for curating our PBM solution and currently leads our pharmacy benefit and revenue cycle management solutions, serving both Property & Casualty insurers and retail pharmacies in the processing of their workers' compensation and automobile injury prescription claims. Under Dave's leadership, the Pharmacy Solutions division is bringing innovation, applying technology, improved customer experience, and smarter solutions to achieve better claims outcomes.

Mike Bishop: Senior Vice President of Product and Technology

Mike leads the Technical Product Development organization and is responsible for Product Management, Product Pricing, Data Analytics, Software Development and Customer Implementations. Bishop has been with Enlyte for 17 years, holding various leadership roles in Product Delivery, Operations and Software Development. For more than twenty years, Bishop has worked in Enterprise Software Development with experience ranging from small startups to Fortune 500 companies, including Oracle and Siebel. Bishop holds a master's degree in computer science from the University of Illinois and an undergraduate degree in Computer Science from Georgia Tech.

Brian Allen: Vice President, Government Affairs

Brian Allen is a nationally recognized policy expert in workers' compensation and insurance with over 30 years of industry experience, currently serving as Vice President of Government Affairs for Enlyte's Pharmacy Solutions team. His extensive background includes 25 years of political experience, including service as an elected member of the Utah House of Representatives and 14 years lobbying for workers' compensation issues nationally. Allen was actively engaged, pushed legislative efforts, and provided insights to policymakers as they developed their drug formulary rules and other California legislative efforts his insights and assistance provide an important acknowledgment that not every acceptable or preferred drug is suitable for every injury. The addition of this language creates the opportunity for another essential layer of review to ensure that medications being dispensed to injured employees are appropriate for their specific injury. Allen has been instrumental in developing drug formulary legislation and regulations across multiple states as well, while regularly contributing to industry publications, speaking at major conferences, and maintaining his Certified Insurance Counselor designation.


Dr. Mitch Freeman, PharmD: Chief Clinical Officer

Dr. Freeman joined Enlyte in 2015 and brings over 20 years of experience leading workers' compensation PBM programs. He currently serves as the Chief Clinical Officer for ScriptAdvisor, one of the largest Pharmacy Benefits Managers exclusively serving the Workers' Compensation and Auto injury markets. As the clinical lead, Dr. Freeman develops industry-leading clinical intervention programs that enhance claimant safety while reducing pharmacy expenditures. He supports the strategic direction of the division

by spearheading PBM product development initiatives and serves as the Pharmacy Division's clinical PBM expert for both Enlyte and its clients. With extensive industry expertise in workers' compensation, Dr. Freeman is a sought-after speaker and published author. He earned his bachelor's degree from Florida State University and his Doctor of Pharmacy from Florida A&M University.

Appendix 3: Sample Written Materials for Injured Employees

First Fill Prescription Letter




FAST & SIMPLE: GETTING YOUR FIRST PRESCRIPTION FILLED


ScriptAdvisor has been selected by **Insert Client Name Here** to assist you in obtaining prescription drugs related to your claim. This form enables you to fill prescriptions written by your authorized physician for medications related to your injury. Simply present it at the pharmacy at the time your prescription is filled. This form should ensure that you will have NO out-of-pocket expenses.

Please Note: This is a temporary prescription card; you may receive a permanent drug card in the future.


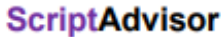
For your convenience, ScriptAdvisor has an extensive network of retail pharmacies including major chain drug stores. For pharmacy locations, you may call our toll-free number at 866.846.9279 or visit our website at www.enlyte.com/scriptadvisor to access the pharmacy locator.

 **Employee**

- You may contact ScriptAdvisor Customer Service at 866.846.9279 or you may present this sheet to the pharmacist along with your prescription.

 **Pharmacy**

- This sheet is a Temporary Prescription ID Card until this individual's permanent card can be provided.
- Create the ID number** based off the criteria provided and write it, along with individual's name, on the ID card below.
- All data needed to process this script through the Script Care Adjudication System is included in the drug card represented below.




Temporary Prescription Benefit Card
Attention Pharmacists: Process through Script Care and Enter RxBIN, RxPCN and GROUP.

Member Name:
Member ID #:
Date of Injury + Date of Birth (Example: MMDDYYMMDDYY)

Rx BIN:	0000000
PCN:	MPS
Group:	0000000

Questions? Need Help?

 **Call (866) 846-9279**

Our representatives are available 24/7 to answer any questions you may have regarding your pharmacy benefits.

ScriptAdvisor®
866.846.9279
© 2024 Enlyte Group, LLC.

This card is to be used for prescriptions related to your injury covered under your insurance policy. Use of this card does not waive any limitations or exclusions for the policy. This card does not confirm coverage. To confirm eligibility or obtain specific information, please contact the Help Desk with the information from the front of this card.

Patient Mail Order Welcome Letter

ScriptAdvisor®

<<Member First Name>> <<Member Last Name>>
Claim: <<Claim ID>>
Member ID: <<Member ID>>
Address: <<Address>>, <<City>>, <<State>> <<Zip Code>>

Dear <<Member First Name>>,

Your claim-related prescription(s) are now available for home delivery.

You can now enjoy your medication(s) delivered right to your front door with *no co-payment or out of pocket expense*.

This includes:

- Full orders of your prescription(s) (no partial fills)
- All prescriptions in quantities of 30 to 90 days
- No additional paperwork for you to complete

Your medication(s) will be delivered within 24-48 hours of us receiving your adjuster approval. Your medication(s) will be safely and securely delivered via UPS, FedEx or USPS directly to your home - saving you time and supporting your recovery.

Subsequent prescription(s) will be filled upon refill dates to make sure you are never out of your medication(s). If you have prescription(s) filled at different times, it may take a few months for all your prescription(s) to synchronize.

Your adjuster will still be your primary point-of-contact on your account, but we look forward to supporting your prescription needs.

To start your transition to home delivery, please contact us [at 800.661.1494](tel:800.661.1494).

Sincerely,

Mail Order Team | ScriptAdvisor
Email: scriptadvisormailorder@enlyte.com
Phone: 800.661.1494
|

Appendix 4: Sample Letters

Letter of Medical Necessity – Excessive Duration of Medication

ScriptAdvisor®

Letter of Medical Necessity

Date: 2/5/2026

Patient Name: **Testing Claimant**
Date of Birth: **4/17/1971**
Date of Injury: **1/23/2017**
Claim Number: **1234**

Dear DOCTOR DEMO,

ScriptAdvisor is contracted with Demo COMP Account to provide Pharmacy Benefit Management services.

To ensure safe, cost-effective, and timely service to your patient, we ask that you provide the basis for medical necessity as it pertains to the patient's compensable claim and the use of:

• DIAZEPAM 2MG

Please fax your response to the questions below to ScriptAdvisor Customer Service at (949) 271-4621.

We realize your time is valuable and appreciate your cooperation in this matter. For additional information or assistance, please call us at (866) 846-9279.

*****ATTN: TO AVOID FURTHER DELAYS, PLEASE RESPOND TO ALL QUESTIONS BELOW*****

Drug name and Strength: DIAZEPAM 2MG

1. Please address the excessive duration of medication use beyond clinical guidelines

Prescriber Signature: _____

Date: ___/___/___

Prescriber Name (Printed): _____

www.enlyte.com/scriptadvisor

Letter of Medical Necessity – Concurrent Prescribing of Narcotics and Sedatives

ScriptAdvisor®

Letter of Medical Necessity

Date: **2/5/2026**

Patient Name: **Testing Claimant**
Date of Birth: **4/17/1971**
Date of Injury: **1/23/2017**
Claim Number: **1234**

Dear DOCTOR DEMO,

ScriptAdvisor is contracted with Demo COMP Account to provide Pharmacy Benefit Management services.

To ensure safe, cost-effective, and timely service to your patient, we ask that you provide the basis for medical necessity as it pertains to the patient's compensable claim and the use of:

- LUNESTA 2MG
- TRAMADOL HYDROCHLORIDE 75MG

Please fax your response to the questions below to ScriptAdvisor Customer Service at (949) 271-4621.

We realize your time is valuable and appreciate your cooperation in this matter. For additional information or assistance, please call us at (866) 846-9279.

*****ATTN: TO AVOID FURTHER DELAYS, PLEASE RESPOND TO ALL QUESTIONS BELOW*****

Drug name and Strength: LUNESTA 2MG

1. Please address the concurrent prescribing of narcotics and sedatives.

Drug name and Strength: TRAMADOL HYDROCHLORIDE 75MG

1. Please address the concurrent prescribing of narcotics and sedatives.

Prescriber Signature: _____

Date: ___/___/___

Prescriber Name (Printed): _____

www.enlyte.com/scriptadvisor

Letter of Medical Necessity – Multiple Sedative Medications

ScriptAdvisor®

Letter of Medical Necessity

Date: **2/5/2026**

Patient Name: **Testing Claimant**
Date of Birth: **4/17/1971**
Date of Injury: **1/23/2017**
Claim Number: **1234**

Dear DOCTOR DEMO,

ScriptAdvisor is contracted with Demo COMP Account to provide Pharmacy Benefit Management services.

To ensure safe, cost-effective, and timely service to your patient, we ask that you provide the basis for medical necessity as it pertains to the patient's compensable claim and the use of:

- ZOLPIDEM TARTRATE 5MG
- LUNESTA 2MG

Please fax your response to the questions below to ScriptAdvisor Customer Service at (949) 271-4621.

We realize your time is valuable and appreciate your cooperation in this matter. For additional information or assistance, please call us at (866) 846-9279.

*****ATTN: TO AVOID FURTHER DELAYS, PLEASE RESPOND TO ALL QUESTIONS BELOW*****

Drug name and Strength: ZOLPIDEM TARTRATE 5MG

1. Please address the use of multiple sedative medications.

Drug name and Strength: LUNESTA 2MG

1. Please address the use of multiple sedative medications.

Prescriber Signature: _____

Date: ___/___/___

Prescriber Name (Printed): _____

www.enlyte.com/scriptadvisor



Cost Proposal for City of Albuquerque



Solicitation Number: RFP-2025-744-DFA-ID

Workers Compensation Cost Containment Service – Pharmacy Management

February 13, 2026

Presented by Dennis Hoffart

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2.2 Cost Proposal Format, Section Two

Appendix A: Pharmacy Bill Review Fees

1. What discounts will be given off of Average Wholesale Pricing (AWP) and the New Mexico Fee Schedule for:

Retail	
Brand:	AWP - 17%
Generic:	AWP - 65%
Dispensing Fee:	\$0.00
90 Day Retail	
Brand:	AWP - 17%
Generic:	AWP - 65%
Dispensing Fee:	\$0.00
Mail Order	
Brand:	AWP - 18%
Generic:	AWP - 70%
Dispensing Fee:	\$0.00

2. Will the City of Albuquerque receive refunds, on a prorated basis, of rebates or any other discounts received by manufacturers/distributors/suppliers?

No. Enlyte’s pricing model incorporates the value of manufacturer rebates directly into the **upfront drug pricing structure**, ensuring clients receive the financial benefit immediately rather than waiting for rebate disbursements. Instead of issuing prorated or periodic rebate refunds, Enlyte “pre loads” the projected rebate value into the guaranteed AWP discounts. This approach provides predictable, consistent pricing and eliminates the 180+ day lag normally associated with traditional rebate programs.

- Under this model, **rebates are fully reflected in the overall pricing**, meaning the City does not need to track or reconcile separate rebate payments. Enlyte assumes the financial risk of rebate collection for all brand drugs submitted for manufacturer rebates.
- This pricing strategy ensures clients receive the full economic value of rebates through guaranteed discounts at the point of sale, simplifies administration, and protects clients from fluctuations caused by brand to generic conversions or changing rebate eligibility.

3. If yes, at what percentage?

N/A.

RETAIL MEDICATION COST AS OF OCTOBER 1, 2025

Medication Name	QTY	AWP- Generic Drug	Discounted Price – off AWP Medi-Span Generic Drug	Discounted Price – off AWP 2 nd Publication generic drug (identity publication)	AWP- Brand	Discounted Price – off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	28				\$29,956.08	\$24,863.55
PREGABALIN CAP 100MG NDC# 69097068105 Sub - 65862076190	90	\$758.466	\$265.46			
CELECOXIB CAP 200MG NDC#13668044201 Sub - 62332014271	30	\$215.82	\$75.54			
LIDOCAINE PAD 5% NDC#68462041827 Sub- 82347050505	30	\$102.60	\$35.91			
DULOXETINE CAP 60MG NDC#51991074810	60	\$452.46	\$158.36			
TEMOZOLOMIDE CAP 180MG NDC#16729013053	10	\$5,179.68	\$1,812.89			
DICLOFENAC GEL 1% NDC#49884093547 Sub - 76282010339	100	\$3.77	\$1.32			
DICLOFENAC GEL 3% NDC#00472178310 Sub - 45802011101	100	\$111.57	\$39.05			
OXYCODONE TAB 15MG NDC#10702000801	60	\$113.69	\$39.79			
NARCAN SPRAY NDC#69547035302 Sub - 69547062702	2	\$53.99	\$18.90			
OXYCONTIN TAB 20MG CR NDC#59011042020	60				\$780.24	\$647.60
TIZANIDINE TAB 2MG NDC#55111017915	90	\$109.97	\$38.49			
EMTRICITABINE-TENOFOVIR DISOPROXIL FUMARATE 200-300 NDC#00093760756 Sub - 51407011230	28	\$27.97	\$9.79			
ISENTRESS TAB 400MG NDC#00006022761	28				\$1,166.59	\$968.27

Medication Name	QTY	AWP- Generic Drug	Discounted Price – off AWP Medi-Span Generic Drug	Discounted Price – off AWP 2 nd Publication generic drug (identity publication)	AWP- Brand	Discounted Price – off AWP Medi- Span Brand Drug
EUFLEXA 20MG/2ML NDC# 55566410001	12				\$2,596.52	\$2,155.12
GABAPENTIN TAB 800MG NDC#65862052405	90	\$272.79	\$95.48			
HYDROCODONE-APAP TAB 5-325 NDC#00406012301	60	\$41.49	\$14.52			
TRAMADOL HYDROCHLORIDE TAB 50MG NDC#29300035505	90	\$75.04	\$26.26			
XARELTO TAB 10MG NDC#50458058030	30				\$717.67	\$595.67

Identify 2nd AWP Publication (if applicable): Not applicable

90 DAY RETAIL MEDICATION COSTS AS OF OCTOBER 1, 2025

If you don't offer 90 Day Retail, please indicate.

Medication Name	QTY	AWP- Generic Drug	Discounted Price – off AWP Medi-Span Generic Drug	Discounted Price – off AWP 2 nd Publication generic drug (identity publication)	AWP- Brand	Discounted Price – off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	84				\$89,868.24	\$74,590.64
PREGABALIN CAP 100MG NDC# 69097068105 Sub - 65862076190	270	\$2,275.68	\$796.38			
CELECOXIB CAP 200MG NDC#13668044201 Sub - 62332014271	90	\$647.46	\$226.61			
LIDOCAINE PAD 5% NDC#6381068706 Sub - 63481068706	90				\$2,862.72	\$2,376.06
DULOXETINE CAP 60MG NDC#51991074810	180	\$1,357.38	\$475.08			
TEMOZOLOMIDE CAP 180MG NDC#16729013053	30	\$15,539.04	\$5,438.66			
DICLOFENAC GEL 1% NDC#49884093547 Sub - 76282010339	300	\$11.31	\$3.96			
DICLOFENAC GEL 3% NDC#00472178310 Sub - 45802011101	300	\$334.71	\$117.15			
OXYCODONE TAB 15MG NDC#10702000801	180	\$341.06	\$119.37			
NARCAN SPRAY NDC#69547035302 Sub - 69547062702	2	\$53.99	\$18.90		\$	
OXYCONTIN TAB 20MG CR NDC#59011042020	180				\$2,340.72	\$1,942.80
TIZANIDINE TAB 2MG NDC#55111017915	270	\$329.91	\$115.47			
GABAPENTIN TAB 800MG NDC#65862052405	270	\$818.37	\$286.43			
HYDROCODONE-APAP TAB 5-325 NDC#00406012301	180	\$124.47	\$43.56			
TRAMADOL TAB 50MG NDC#65162062750	180	\$150.08	\$52.53			

Medication Name	QTY	AWP- Generic Drug	Discounted Price – off AWP Medi-Span Generic Drug	Discounted Price – off AWP 2 nd Publication generic drug (identity publication)	AWP- Brand	Discounted Price – off AWP Medi- Span Brand Drug
XARELTO TAB 10MG NDC#50458058030	90				\$2,153.01	\$1,786.99

Identify 2nd AWP Publication (if applicable): Not applicable

MAIL ORDER MEDICATION COSTS AS OF OCTOBER 1, 2025

Medication Name	QTY	AWP- Generic Drug	Discounted Price – off AWP Medi-Span Generic Drug	Discounted Price – off AWP 2 nd Publication generic drug (identity publication)	AWP- Brand	Discounted Price – off AWP Medi- Span Brand Drug
REVLIMID CAP 10MG NDC#59572041028	84				\$89,868.24	\$73,691.96
PREGABALIN CAP 100MG NDC# 69097068105 Sub - 65862076190	270	\$2,275.38	\$682.61			
CELECOXIB CAP 200MG NDC#13668044201 Sub - 62332014271	90	\$647.46	\$194.24			
LIDOCAINE PAD 5% NDC#6381068706 Sub - 63481068706	90				\$2,862.72	\$2,347.43
DULOXETINE CAP 60MG NDC#51991074810	180	\$1,357.38	\$407.21			
TEMOZOLOMIDE CAP 180MG NDC#16729013053	30	\$15,539.04	\$4,661.71			
DICLOFENAC GEL 1% NDC#49884093547 Sub - 76282010339	300	\$11.31	\$3.39			
DICLOFENAC GEL 3% NDC#00472178310 Sub - 45802011101	300	334.71	100.41			
TIZANIDINE TAB 2MG NDC#55111017915	270	\$329.90	\$98.97			
GABAPENTIN TAB 800MG NDC#65862052405	270	\$818.37	\$245.51			
TRAMADOL TAB 50MG NDC#65162062750	180	\$150.08	\$45.03			
XARELTO TAB 10MG NDC#50458058030	90				\$2,153.01	\$1,765.47

Identify 2nd AWP Publication (if applicable): Not applicable

NDC Substitutions

Instruction to Offerors: NDC Substitutions

To ensure your proposal is evaluated accurately, please adhere to the following guidelines regarding drug pricing and NDC selection:

- **Substitution Requirement:** If a requested NDC in the pricing schedule is discontinued, inactive, or represents an incorrect formulation (e.g., ointment instead of a pad), the Offeror must substitute a currently active, bioequivalent NDC.
- **Bio equivalency:** Substituted NDCs must match the original request’s strength, dosage form, and molecule.
- **Documentation:** All deviations from the original RFP drug list must be documented in the NDC Substitutions Log provided below. Failure to disclose substitutions may result in the disqualification of those line items from the financial evaluation.

NDC Substitution Log

Delivery Channel Retail / 90 Day / Mail	Original Drug Description	Original NDC	Replacement NDC	Replacement Brand / Generic Name	Reason for Substitution
Retail	LIDOCAINE 5% PAD	68462-0418-27	82347-0505-05	Lidocaine 5% Patch (Yaral)	Incorrect formulation listed
90 Day / Mail	LIDOCAINE PAD 5%	6381-0687-06	63481-0687-06	n/a	The NDC#6381068706 for Lidocaine Pad 5% is not a valid NDC per Medispan. It appears there may be a single digit missing. Therefore, we referenced ScriptAdvisor’s pricing exercise in the City’s 2021 RFP and priced the line to NDC#63481068706
Retail / 90 Day / Mail	CELECOXIB CAP 200MG	13668-0442-01	62332-0142-71	n/a	Inactive as of 6/30/25

Delivery Channel Retail / 90 Day / Mail	Original Drug Description	Original NDC	Replacement NDC	Replacement Brand / Generic Name	Reason for Substitution
Retail / 90 Day / Mail	DICLOFENAC GEL 1%	49884-0935-47	76282-0103-39	n/a	Inactive as of 3/5/20
Retail / 90 Day / Mail	DICLOFENAC GEL 3%	00472-1783-10	45802-0111-01	n/a	Inactive as of 4/28/16
Retail	EMTRICITABINE-TENOFOVIR DISOPROXIL FUMARATE	00093-7607-56	51407-0112-30	n/a	Inactive as of 1/20/21
Retail / 90 day	NARCAN SPRAY	69547-0353-02	69547-0627-02	n/a	Inactive as of 2/6/24
Retail / 90 Day / Mail	PREGABALIN CAP 100MG	69097-0681-05	65862-0761-90	n/a	Inactive as of 10/31/24

AGREEMENT

THIS AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and Mitchell International, Inc. (part of the Enlyte family of companies, collectively “Enlyte”) is a privately held Delaware corporation, with offices located at 9771 Clairemont Mesa Blvd., Suite A, San Diego, CA 92124, (“Contractor”).

RECITALS

WHEREAS, the City issued a Request for Proposals for the Department of Finance and Administrative Services Risk Management Division (Risk Management Division), titled “RFP-2025-744-DFA-ID, "Workers’ Compensations Cost Containment Service- Pharmacy Benefit Management,” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated February 13, 2026, in response to RFP-2025-744-DFA-ID, which Proposal is Exhibit B to this Agreement; and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

Provide pharmacy benefit management services in accordance with Exhibit A as supplemented by Exhibit B and D. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. Time of Performance. Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within three (3) years of the date of execution of this Agreement. This Agreement may be extended for up to two (2) additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the city agrees to pay the Contractor the amount set forth in Exhibit C, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor’s Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Payments shall be made to the Contractor monthly, in accordance with the billing rates provided for each task provided in Section 1 of Exhibit C, upon receipt by the City of a properly documented requisition for payment as determined by the

budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of

C. **Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

D. **Responsibility to Monitor Contract.** Both parties shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

5. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico or any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the

City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City of Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operation under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and certificates shall provide thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to: Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operation performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. **Cyber Liability Errors & Omissions/Professional Liability.** Separate or combined coverage for (1) Cyber liability insurance, including, but not limited to liability

arising out of or associated with Internet activities and the use or operation of computers and computer networks, and (2) errors and omissions/professional liability insurance. The combined limits of liability for the policy or policies shall be not less than \$1,000,000.

C. Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico (the "Act"). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

E. Additional Insurance. The City may, as a condition of this Agreement, require Contractor to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided.

8. Liability. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

9. Limitation of Liability. Subject to the New Mexico Tort Claims Act and except as otherwise provided herein, the total aggregate liability of either Party arising out of or relating to this Agreement shall not exceed the total fees paid by the City to the Contractor for Pharmacy Benefit Management services under Exhibit C during the twelve (12) months preceding the event giving rise to the claim.

This limitation shall not apply to: (a) indemnification obligations; (b) damages resulting from gross negligence, willful misconduct, or fraud; (c) violations of applicable law; or (d) breaches of confidentiality or data security obligations.

10. Exclusion of Certain Damages. Except for claims not subject to limitation under Section 9, neither Party shall be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits or revenues, arising out of or related to this Agreement, even if advised of the possibility of such damages.

This section shall not apply to: (i) third-party claims subject to indemnification; or (ii) damages resulting from gross negligence, willful misconduct, or fraud.

The Contractor's services are advisory in nature and support the City's decision-making. The City retains sole responsibility for coverage and benefit determinations; however, the Contractor remains responsible for performance of the Services in accordance with this Agreement.

11. **Release from Liability.** Upon final payment, the Contractor shall release the City, its officials, officers, employees, departments, agencies, and instrumentalities from all claims arising out of or related to this Agreement, except for: (i) claims arising from the City's breach of this Agreement; and (ii) obligations that expressly survive termination, including but not limited to indemnification, confidentiality, audit, and record retention obligations.

12. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

13. **Discrimination Prohibited, Civil Rights Compliance.** In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex gender, gender identity, sexual orientation, pregnancy, childbirth or condition related pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of The Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights of affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

14. **ADA Compliance.** In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the American With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

15. **Open Meetings Requirements.** Any nonprofit organization in the city which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. **Conflict of Interest.** No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a director or indirect financial interest.

17. **Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflict in any manner or degree with the

performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

18. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were or will be offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

19. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately

20. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

21. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

22. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the city to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

23. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be

responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

24. Confidentiality. For purposes of this Agreement, "Proprietary Information" means non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential. Each Party shall: (i) use Proprietary Information solely for purposes of performing this Agreement; (ii) protect such information using reasonable safeguards; and (iii) not disclose such information except as permitted herein. The Parties acknowledge that the City is subject to the New Mexico Inspection of Public Records Act. Nothing in this Agreement shall prevent the City from complying with applicable law, including the New Mexico Inspection of Public Records Act. To the extent permitted, the City shall provide notice of request for disclosure.

25. Exclusions. Propriety Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully in its possession prior to disclosure; (c) is received from a third party without restriction; or (d) is independently developed without use of the Disclosing Party's Proprietary Information.

26. Use of Proprietary Information; Ownership. Each Party shall use the other Party's Proprietary Information only as necessary to perform under this Agreement. The Contractor may use de-identified and aggregated data for internal business purposes, provided such data does not identify the City or any individual. The Contractor may disclose information to subcontractors and network pharmacies as necessary to perform the Services, provided such parties are bound by confidentiality obligations consistent with this Agreement. All materials, reports, and work product prepared for the City under this Agreement shall be governed by the ownership provisions of this Agreement. Contractor retains ownership of its pre-existing materials, methodologies, systems, and tools.

27. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or part, any reports, data or other materials prepared under this Agreement; except that Contractor retains ownership of its pre-existing materials, methodologies, systems, and tools.

28. Assignability. The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

29. Business Day. Unless otherwise specified, days shall consist of calendar days. If days are specified as "business" days, then such business days shall consist of any days other than (i) Saturday or Sunday or (ii) any days on which the offices of the City are closed.

30. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and

the Contractor, shall be incorporated in written amendments to this Agreement.

31. Amendments or Modifications. No amendment or modification to this Agreement shall be valid or enforceable unless such amendment or modification is executed in writing with the consent and signatures of the parties hereto.

32. Renewals. Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

33. Termination by Parties. This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

34. Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

35. Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorney's fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of the Agreement.

36. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or liability to perform due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufactures, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event cause any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The

rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

37. **Applicable Law and Venue.** This Agreement is governed by and construed and enforce in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

38. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreement, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

39. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

40. **Heading and Captions.** Heading and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

41. **Representation.** Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that execute this contract.

42. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

43. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

44. **Electronic Signature.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this agreement upon the date of the last signature below.

CONTRACTOR:

Company: MITCHELL INTERNATIONAL, INC.

Approved By: _____

Date: _____

Name: _____

Title: _____

CITY OF ALBUQUERQUE:

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____