

REQUEST FOR PROPOSAL

PHARMACY BENEFITS MANAGER / POINT OF SALE PROCESSOR
FOR LOUISIANA AIDS DRUG ASSISTANCE PROGRAM (ADAP)

OFFICE OF PUBLIC HEALTH
STD/HIV PROGRAM
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-PBM-II-OPH
Proposal Due Date/Time: June 20, 2012
4:00 P.M. CDT

Release Date: May 18, 2012

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Glossary

340B: Federal drug discount program that was established in 1992
ADAP: AIDS Drug Assistance Program (national)
ADR: ADAP Data Report
ANSI: American National Standards Institute
AWP: Average Wholesale Price
CAREWare: free, scalable software for managing and monitoring Ryan White Services
CBO: Community Based Organization
CDAP: Copayment and Deductible Assistance Program
CMS: Centers for Medicare and Medicaid Services
COB: Coordination of Benefits
CQI: Continuous Quality Improvement
CDT: Central Daylight Time
Dispense Fee: cost to fill a prescription
DHH: Department of Health and Hospitals
DMR: Direct Member Reimbursement
EDI: Electronic Data Interface
FPL: Federal Poverty Level
HIP: Health Insurance Program
HiTECH: Health Information Technology for Economic and Clinical Health
HIV: Human Immunodeficiency Virus
HRSA: Health Resources and Services Administration
LA ADAP: Louisiana AIDS Drug Assistance Program (local)
LIS: Low Income Subsidy
Must: Denotes a mandatory requirement
NDC: National Drug Code
NCPDP: National Council for Prescription Drug Programs
Original: Denotes must be signed in ink
OPH: Office of Public Health
PBM: Pharmacy Benefits Manager
PCIP: Pre-existing Condition Insurance Plan
PCN: Processor Control Number
PDP: Prescription Drug Plans
POS: Point of Sale
Redacted Proposal: The removal of alleged confidential and/or proprietary information from one copy of the proposal for public records purposes.
RxBIN: Benefits Identification Number
Shall, Will: Denote a mandatory requirement
SHP: STD/HIV Program
Should, Can, May: Denote a preference, but not a mandatory requirement
STD: Sexually Transmitted Disease
TAB Coordinator: Treatment Access and Benefits Coordinator
Transaction Fee: cost to execute a pharmacy claim
TrOOP: True Out Of Pocket

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The STD/HIV Program (SHP), located within the Office of Public Health (OPH), is responsible for coordinating the state's response to the STD/HIV epidemics. The program conducts activities to: 1) provide medical and social services to persons with HIV infection and treat persons diagnosed with an STD, 2) prevent new cases of HIV and STD infection, and 3) collect data and compile, analyze and distribute information about the progression of the HIV and STD epidemics in the state.

Louisiana AIDS Drug Assistance Program (LA ADAP) helps low-income Louisiana residents who are living with HIV disease gain access to medications prescribed by a licensed clinician. To be eligible for these services, clients must have a household income less than or equal to 300% of the federal poverty level (FPL), be a Louisiana resident, enroll in Medicare Part D and Low Income Subsidy (LIS) if eligible, and have a prescription for LA ADAP formulary medications written by a licensed Louisiana clinician.

LA ADAP currently has approximately 2,900 clients and pays for about 6,500 pharmaceutical claims per month.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for its

clients. The contract will begin August 15, 2012, and run through August 14, 2015, contingent upon the availability of federal funding.

2. A contract is necessary to provide pharmacy benefits management services to all eligible clients with coverage through third party providers including individual/group insurance, COBRA, Louisiana Health Plan, Medicare Part D, and Pre-existing Condition Insurance Plan (PCIP), as well as uninsured clients. The successful proposer will implement an efficient and cost-effective program with a comprehensive distribution network of pharmacies that provides services to eligible clients residing in all 64 parishes in Louisiana.

C. Invitation to Propose

DHH Office of Public Health, STD/HIV Program (SHP) is inviting qualified proposers to submit proposals for services to provide pharmacy benefits management services through managed care organizations, self-insured companies, retail pharmacies and government programs to manage certain prescription drug benefits for clients eligible for LA ADAP in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Heather Weaver, LCSW
Treatment Access and Benefits Coordinator
STD/HIV Program
Department of Health and Hospitals
1450 Poydras St, Suite 2136
504-568-7474
504-568-3157 (fax)
heather.weaver@la.gov

2. This RFP is available in PDF format at the following weblinks:
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4> and
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the RFP or Scope of Services which are received on or before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of

the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4> and may also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	May 18, 2012
Deadline for Receipt of Written Questions	May 25, 2012
Response to Written Questions	June 1, 2012
Deadline for Receipt of Written Proposals	June 20, 2012 4:00 P. M. CDT
<i>Proposal Evaluation</i>	June 22-July 10, 2012
<i>On Site Presentations/Demonstrations</i> <i>Proposers susceptible of being awarded the contract will be invited to provide up to a one hour On Site presentation or demonstration of services and/or products.</i>	July 10, 2012 9:00am-5:00pm CDT Benson Tower/ SHP Office 1450 Poydras St., Ste. 2136 New Orleans, LA
Contract Award Announced	July 19, 2012
Contract Negotiations Begin	July 20, 2012
Contract Begins	August 15, 2012

G. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4> and may also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

II. SCOPE OF WORK

A. Project Overview

The result of this contract will be for the Contractor to meet the medication needs of eligible clients living with HIV disease in all 64 parishes in Louisiana in an effective and efficient manner. The Contractor will provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing services to eligible clients with coverage through Medicare Part D, Pre-existing Condition Insurance Plan (PCIP) and private insurance, as well as those who are uninsured; maintain a comprehensive distribution network of pharmacies; and provide reporting that meets client level data requirements of LA ADAP and the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009). Eligibility determination services for all of the persons applying to LA ADAP will be performed by a separate entity. The Contractor must have or be able to develop a mechanism to electronically receive and provide eligibility information that matches the data requirements of SHP and HRSA. SHP will retain authority in the development and management of the LA ADAP formulary.

B. Deliverables

Pharmacy Network: Contractor shall create, maintain and/or expand a pharmacy distribution network within Louisiana and provide LA ADAP with an established and operational single source mail order distribution system capable of serving the needs of eligible clients in all 64 parishes of the state. The Contractor shall:

1. Establish and maintain a network of pharmacy locations capable of providing walk-in service to 100 percent of LA ADAP clients, ensuring communication of billing procedures, access to eligibility, claims adjudication and coordination of benefits.
2. Communicate with the pharmacy network any program updates or changes via broadcast fax, email or mail and provide copies of all pharmacy and client correspondence to the TAB Coordinator.
3. Provide payment to retail network pharmacies on a regular basis in accordance with NCPDP Guidelines. The Contractor must also provide detailed invoice information to SHP staff on all reimbursable charges incurred for each invoice period, such as the cost of medication, applicable copayments and deductible charges, dispensing fees, etc.
4. Not receive payment from LA ADAP for ineligible charges, and any payments made for such will be recouped by SHP.
5. Have an established mail order pharmacy as an option to clients that:

- a. Ensures that all eligible clients receive mail order prescriptions less than five (5) working days from the time the prescription is submitted by the client to the Contractor.
 - b. Addresses special shipping needs of homeless and transient LA ADAP clients by ensuring mail order pharmacies ship prescriptions to client's preferred address.
 - c. Confirms delivery of medications to LA ADAP client's preferred address, assumes responsibility for costs associated with repeat delivery events and works with SHP on loss reduction activities.
6. Have a documented and routinely tested emergency response/preparedness plan that, once implemented, has operations of retail claims network and/or mail order pharmacy back to 95 percent within 48 hours of the conclusion of the emergency. On an annual basis, the Contractor must provide the TAB Coordinator with documentation of this plan and frequency of testing, as well as any contingency plans.
 7. Transition clients to either mail order and/or the retail walk-in pharmacy network within 48 hours if there is an interruption of service in either distribution system that requires implementation of the emergency response/preparedness plan.
 8. Enter all data into or prepare data for import into CAREWare, a HRSA-developed, web-based data management system. Software will be provided by SHP.

Claims Processing: Contractor shall provide an efficient electronic point-of-sale (POS), claims adjudication and coordination of benefits system, make payments to network pharmacies, coordinate with other third-party payers and provide data management and member support services. Electronic claims processing capacity must be sufficient to allow pharmacies to do online adjudication and split billing, which will mean that pharmacies or clients will not need to submit manual claims for secondary payment. The Contractor shall:

1. Allow for coordination of primary, secondary and tertiary payers of prescription claims. Prescription claims must always pay with LA ADAP as final payer based on other payers' payment of claim using "lesser of" logic. LA ADAP will always be the payer of last resort.
2. Retain the primary payer status of an insurance or Medicare Part D PDP so that LA ADAP will always be considered a secondary payer.
3. Have the ability to transmit primary and/or secondary insurance information to the pharmacy.
4. Provide remote access to the Contractor's claim system to include:

- a. Pharmacy locator
 - b. Real-time claim tracking/history to include retail, mail order and direct client reimbursement claims history
 - c. Drug formulary and pricing information
 - d. Client benefit level information
 - e. Client prescription history
 - f. Prior Authorization
5. Identify and report the LA ADAP clients' enrollment in and eligibility for other third party payers, including but not limited to private insurance, PCIP, Medicaid and Medicare.
6. Provide an automated process of ongoing screening for other prescription benefits for LA ADAP clients.
7. Have a detailed, mapped recoupment process for instances where other prescription coverage has been identified, so that claims can be reversed and rebilled to other payers. Facilitate and report to SHP staff the recoupment process. Use outside vendors and software programs as necessary to communicate with LA ADAP and/or the pharmacy.
8. Coordinate coverage and benefits with insurance providers including individual/group insurance, COBRA, Louisiana Health Plan, PCIP and direct member reimbursement plans, and ensure that applicable expenditures are credited toward meeting the client's minimum/maximum out of pocket expenditure requirements.
 - a. Oversee the payment of medication deductibles, coinsurance, co-payments and costs of medications during any gaps in coverage for clients enrolled in third party insurance providers.
 - b. Ensure that the LA ADAP does not pay for a medication that is not on the formulary for the specific insurance plan in which an individual client is enrolled.
 - c. Establish a network of pharmacies that will be able to split the billing of prescription drug costs between third party insurance plans including and LA ADAP. The network of pharmacies must be geographically dispersed throughout the state of Louisiana and have at least one mail order pharmacy option available to all eligible LA ADAP clients.
9. Coordinate coverage and benefits with Medicare Part D Prescription Drug Plans (PDPs) and ensure that applicable expenditures are credited toward meeting the client's TrOOP expenditure requirement.
 - a. Oversee the payment of medication deductibles, coinsurance, co-payments and costs of medications during any gaps in coverage for clients enrolled in Medicare Part D PDPs;
 - b. Coordinate benefits with all Medicare Part D PDPs in the state of Louisiana, without discrimination, based upon the Medicare Part D

PDP in which the individual is enrolled, as clarified by the CMS Coordination of Benefits (COB) guidelines dated July 1, 2005, and any subsequent updates to these guidelines that are available at:

http://cms.hhs.gov/PrescriptionDrugCovContra/02_RxContracting_COB.asp.

- c. Ensure that the LA ADAP does not pay for a medication that is not on the formulary for the specific Medicare Part D PDP in which an individual client is enrolled.
 - d. Establish a network of pharmacies that will be able to split the billing of prescription drug costs between third party insurance plans including Medicare Part D PDPs and LA ADAP. The network of pharmacies must be geographically dispersed throughout the state of Louisiana and have at least one mail order pharmacy option available to all eligible LA ADAP clients.
10. Participate in data share with CMS to ensure that paid claim data is captured by the CMS TrOOP Facilitation Contractor in the claim response from the payer to the pharmacy provider.
- a. Coordinate coverage and benefits with CMS and the Medicare Part D PDP and ensure that applicable expenditures are credited toward meeting the enrollee's true out-of-pocket expenditure requirement. As part of this duty, the Contractor shall participate in the electronic data exchange processes as specified by CMS for reporting enrollee true out-of-pocket expenses to the CMS data Contractor.
 - b. Maintain for LA ADAP a unique Prescription Benefit International Number (Rx BIN) and a unique Pharmacy Benefit Processor Control Number (PCN) to code for coverage that is supplemental to Medicare Part D. The Input and Response Files used by the CMS Data Sharing Agreement program include data fields for both Rx BIN and PCN reporting. This unique coding will assure that the supplemental paid claim is captured by the CMS TrOOP Facilitation Contractor in the claim response from the payer to the pharmacy provider. The TrOOP Facilitation Rx BIN(s) or PCN(s) will be separate and distinct from a PBM's standard Rx BIN and PCN. Rx BIN(s) and/or PCN(s) may be obtained from the American National Standards Institute (ANSI) located at <http://www.ansi.org/> or the National Coalition for Prescription Drug Programs (NCPDP) located at <http://www.ncdp.org/>.

Drug Pricing: Contractor shall continuously maximize the cost effectiveness of LA ADAP through drug pricing negotiation. The Contractor must:

1. Provide monthly reporting of up-to-date drug pricing to include Average Wholesale Price (AWP) and contracted AWP discounted rate.
2. Agree to biannual renegotiation of contracted AWP discount rate as well as dispensing and transaction fees to pass along further saving to the program when applicable; and to remain competitive and to ensure that the ADAP

program is able to serve a growing population. At a minimum, AWP discounted rate must increase by one-half ($\frac{1}{2}$) of one percent for every year the Contract remains in place for a total of three (3) years or one and one-half ($1\frac{1}{2}$) of one percent discount.

3. Ensure that discounted rate for mail order prescriptions must be at least three and one-half ($3\frac{1}{2}$) of one percent higher than retail rate with biannual renegotiation of mail order AWP discount based on increase in number of patients utilizing mail order as method of accessing medication.

Technical/Customer support: Contractor shall provide knowledgeable staff who are readily available to answer calls from SHP staff, CBO staff, clinicians, providers, pharmacists and clients. The Contractor shall:

1. Provide technical assistance to SHP staff and pharmacy service providers on inquiries including but not limited to coordinator of benefits, claims processing and billing.
2. Provide technical assistance, based on needs and requests, related to accessing LA ADAP to CBOs, clinicians, and providers throughout the state. Depending on the scope of the requests, technical assistance may be provided via telephone, webinars or during scheduled provider trainings which occur an average of five times each year.
3. Maintain current contact information on CBOs, clinicians, network pharmacies, and insurance companies.
4. Assign a contact person with a designated phone number to respond to client inquiries. This individual must have customer service experience, be trained and knowledgeable of the program's services, and have access to client-level information to respond to participants' inquiries regarding program enrollment and coverage information. This person must also have a designated back up.
5. Maintain a toll-free client support number, which will be staffed 24 hours a day, 7 days a week including weekends as well as state and federal holidays. The toll-free client support number must also be available in the event of SHP staff furlough, government shut downs, emergency evacuation or other unforeseen events.
6. Maintain a help desk that will provide technical assistance to pharmacies and the LA ADAP for billing and claims system issues. 24 hour access is preferred; however, at a minimum, the help desk staff must be readily available between the hours of 7:00 a.m. – 7:00 p.m. Central Time (CT), Monday through Friday. In place of 24 hour access, an automated phone system must be maintained for telephone calls received after hours with response to messages occurring on the next business day.

7. Maintain, at minimum, monthly contact via in person meeting or phone call with SHP staff to review and discuss contract objectives and program performance. A designated staff member shall be identified to communicate with SHP staff.
8. Participate in relevant SHP meetings, including but not limited to, the Continuous Quality Improvement (CQI) Medications Access Committee meeting, monthly monitoring meetings, SHP Services staff meetings, and other appropriate SHP planning meetings.
9. Participate in an average of five statewide trainings and/or meetings per year at SHP's direction, to assist in presenting program information to contracted CBOs, case management agencies and other service providers.
10. Prepare a monthly call log that documents problem calls, and include, at a minimum: date, caller, type of problem, how the problem was resolved, and when it was resolved.

Data system: Contractor shall maintain a data system that is capable of receiving and managing client eligibility information to use for claims processing, monthly invoicing, reports and billing. The Contractor shall:

1. Provide and manage a data system to collect client level data on each person for whom payment was provided on behalf of LA ADAP. This information will be provided to SHP no later than the 10th of each month, following the month in which services were provided. SHP will specify the format for the download;
2. Maintain a data system capable of implementing and monitoring cost containment measures (such as annual expenditure caps on client services, client or medication prior authorizations, etc.) established by SHP;
3. Provide SHP with access to a web-based system that will allow LA ADAP staff to view live claims adjudication, and provide training for LA ADAP staff on the use of the system. The system must be compatible with Internet Explorer 8.0.
4. Provide SHP on-demand access to downloadable real-time client and service data in one of the following formats: XML, CSV, XLSX, or ACCDB.
5. Provide SHP on-demand access to ad hoc reporting tools through the Contractor's PBM data system.

Reporting: Contractor shall provide all required annual, semi-annual, quarterly, and monthly reports and exchange of data. The Contractor shall:

1. Submit required program data by the deadlines set forth in the final, approved contract.
2. Provide the following deliverables within the specified timeframes:

Report	Schedule	Description
Drug Pricing Summary	Quarterly: due to SHP last day of the month following the end of calendar year quarter.	Summary of all drug prices and drug price changes. Fields & format to be determined during contract negotiation.
ADAP & Insurance Enrollment Status Summary	Quarterly: due to SHP last day of the month following the end of calendar year quarter.	Individual & aggregate report on client enrollment/ disenrollment for each service type. Fields & format to be determined during contract negotiation.
ADAP & Insurance Program Aggregate Utilization	Monthly: Due to SHP by 15th of following month.	Summary report on service utilization. Fields & format to be determined during contract negotiation.
ADAP Adherence Summary	Due with monthly invoice	List of clients who were late or missed picking up refills. Fields & format to be determined during contract negotiation.

3. Capture the required information for payment and analysis of program statistics including HRSA ADAP reporting requirements and drug manufacturer rebate requests.
4. Generate the two required HRSA ADAP reports listed below:

Report	Schedule	Description
ADAP Quarterly Report	Due to SHP the 20 th of the month following the end of the calendar year quarter	Aggregate report using HRSA's required format (see attachment VIII for report and instructions)
ADAP Client Data Report	Due to SHP 20 days prior to the HRSA deadline (HRSA deadline is TBD)	Client-level data report using HRSA's required fields and XML format. (see attachment VII for current field list)

5. Provide additional required monthly and quarterly reports as requested that describe various aspects of program activity. Attachments VII – IX provide examples of current reports, including lists of data fields. Additional reporting requirements shall be identified as state and federal legislation is updated.
6. Ensure network pharmacies resolve payment errors made to third party insurance and Medicare Part D PDPs within 90 days.

7. Report LA ADAP client out-of-pocket payments to the CMS TrOOP facilitator by the 5th of each month, following the month in which payments were provided.
8. Schedule, organize and conduct, at least quarterly, a SHP/ Contractor conference call to discuss programmatic issues that occurred during the previous quarter. The Contractor shall submit a written summary of each call to SHP within ten (10) business days of the call.
9. SHP may request an action plan from the Contractor regarding programmatic issues or deficiencies that are identified. Such action plans must be submitted to SHP within ten (10) business days of the date they are requested. Contractor must take actions directed by SHP staff following the review of the plan submitted, and must do so within the timeframes directed by SHP.

Monthly Payment: The Contractor must provide monthly services, employ staff, pay claims, and perform all other required work prior to receiving payment from SHP. The Contractor shall:

1. Reimburse the network pharmacies in accordance with NCPDP Guideline timeframe for prescriptions filled for eligible clients. Submit an invoice for payment to SHP by the 10th of each month, following the month in which services were provided.
2. Provide invoices that include all costs for claims processed.
3. Provide by the 10th of each month, following the month in which services were provided, a data file that contains all of the previous month's claims in client level detail and in an electronic format that can be entered or imported into CAREWare (or the data system selected for use by SHP).
4. Add or remove specific drugs to the formulary as directed by SHP staff. SHP defines the LA ADAP formulary. The formulary includes individual drugs and whole classes of drugs.

Client Confidentiality. . The Contractor must be compliant with all DHH and HIPAA Guidelines and the federal HiTECH Act of 2009. Confidential information shall include not only sensitive health and risk-related information, but also client personal identifiers, potentially identifying information, and any other information provided to the Contractor for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be maintained. The use of client information for commercial purposes shall be prohibited. Likewise, the Contractor shall not publish any information about program participants, even in the aggregate, without SHP review and prior written permission.

Conflict of Interest: Neither contractor nor its subcontractors shall have ownership or any interest in any pharmacies in Louisiana which will participate in the provider network created or utilized under the contract awarded through this RFP.

Contractor and any sub-contractors must divulge relationships with drug companies. These relationships must be fully disclosed to SHP prior to the effective date of the contract and updated as appropriate.

Staffing and Organization Plan: Contractor shall provide a Staffing and Organization Plan to complete all aspects of the proposed work.

Quality Assurance/Monitoring Requirements:

1. Contractor shall produce monthly, quarterly, and annual reports to monitor service utilization and expenditures, and to ensure that the program is being implemented and delivered as required
2. Prior to delivering services, the Contractor shall be required to establish and submit to SHP for approval a quality assurance and monitoring protocol. This protocol must include, at a minimum, a plan to internally review 5% of all active client records on a quarterly basis. For each of the client records reviewed, the Contractor must verify the accuracy of information entered into, or imported into CAREWare (or the data system selected for use by SHP). The minimal data elements to verify shall include:
 - a. Client profile and health insurance information;
 - b. Number of services provided;
 - c. Total expenditures from the beginning of each grant year and the total expenditures for each quarter; and
 - d. Number of payments.
3. The Contractor shall be subject to an external review of a minimum of 10% of all active client files on an annual basis, to be conducted by the Treatment Access and Benefits Coordinator and/or a member(s) of the SHP Evaluation and/or Business Units.
4. Contractor shall collaborate with SHP staff to conduct annual client and provider satisfaction surveys.
5. Prior to delivering services, the Contractor must have a policy or protocol that outlines clients' "Rights and Responsibilities" and have a detailed client grievance policy in effect.

Transition Plan: Contractor must have a task-specific and time-limited transition plan that will successfully implement Contractor responsibilities upon initiation of

the contract, and transfer Contractor activities upon termination of the contract without interrupting services to clients.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor, or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a. Late submission of a required report beginning 5 business days after the stated due date - \$50 per working day, per report.
 - b. Late submission of a required HRSA related report beginning 5 business days after the stated due date – additional \$50 per working day, per report.
 - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client file.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. Failure to address client grievance within a 30 day period - \$50 per working day, per documented grievance.
 - f. Failure to provide prescriptions resulting in treatment interruption - \$100 per day, per incident.
 - g. Failure to transmit monthly CMS data share file beginning 10 business days after the stated due date - \$50 per working day.
2. The decision to impose liquidated damages shall include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC
- Intel Core i5 or equivalent (or compatible successors)
- 4 Gig of RAM memory (minimum)
- Enough spare USB ports to accommodate thumb drives, etc.
- 250GB Hard Drive (minimum)
- Ethernet LAN interface for laptop and desktop PCs
- 19" WXGA Digital Flat Panel LCD monitor with DVI (minimum)
- Printer compatible with hardware and software required
- High speed internet with email
- DVD\CD ROM
- Windows XP, SP3 or later version of operating system (minimum)
- Windows Internet Explorer 8.0 (or later)
- Microsoft Office 2007 or later
- Appropriate firewalls for internet security
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subContractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies

herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The Office of Public Health STD/HIV Program will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

Utilization data provided by SHP for the purpose of this RFP are estimates based on previous claims. Utilization data provided by SHP for the purpose of this RFP are estimates based on previous claims. Variation in future services, funding and utilization trends in any of the three years will be based on the result of litigation regarding the Patient Protection and Affordable Care Act, the availability of federal funds, as well as guidance requirements from federal funders and should be considered in the proposer's calculation. Fees proposed will not be negotiated based on volume.

I. Contact Personnel

All work performed by the Contractor will be monitored by the contract monitor:

Heather Weaver
Treatment Access and Benefits Coordinator
Department of Health and Hospitals
Office of Public Health
STD/HIV Program
1450 Poydras St, Suite 2136
504-568-7474
504-568-7044 (fax)
heather.weaver@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of STD/HIV Program Administrative Director.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of LA R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16

of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

E. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

G. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

H. Errors and Omissions

The State reserves the right to make corrections due to minor errors of proposer identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from proposer.

I. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

J. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address: www.hiv.dhh.la.gov

K. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

2. Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and ten (10) hard copies of each proposal. Proposer may additionally submit one redacted copy of the proposal on cd or flash drive. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:
If courier mail or hand delivered:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Proprietary and/or Confidential Information

Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

M. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

N. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

O. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Office of Public Health STD/HIV Program as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
 - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.

- v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information must be included in the proposal:
- i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement, services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should describe the plan for implementing pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for LA ADAP consistent with this RFP. Please note that client eligibility determination services for LA ADAP clients are not included in this RFP.

The work plan should include narrative addressing the following:

- Describe the proposer's existing pharmacy network in Louisiana or the proposer's ability and experience in developing other statewide pharmacy networks. If the proposer currently has a network of pharmacies in Louisiana, please include the complete list of pharmacies.
- Describe the ability to provide a mail order option for clients. Also, include a description of the mechanism by which communication with pharmacies in the network occurs to inform of significant events.
- Provide documentation of the emergency response/preparedness plan and describe how all clients will be transitioned to available services in the event of an emergency.

Claims Processing

Describe how the proposer will provide an electronic point-of-sale (POS) claims adjudication system, make payments to pharmacies and coordinate with other payers. Provide a plan for achieving accurate client level data management and providing client support services.

Provide a detailed description of how the recoupment process will be performed to include type(s) of software used, third party vendor(s) used (if any), frequency at which tasks are performed, and how information will be communicated to LA ADAP and/or the network pharmacies.

Describe how the proposer will monitor billings to assure non-duplication and the proper split between primary, secondary and (if applicable) tertiary payers. Include an explanation of recoupment and reimbursement procedures.

Describe the proposer's ability and experience in coordinating and communicating with insurance plans, including but not limited to private insurance, COBRA, PCIP, Medicare Part D and state insurance pool plans.

Describe in detail the workflow process between SHP, network pharmacies, third party insurance plans (including but not limited to Medicare Part D PDPs, CMS and private insurance), clients, SHP staff and the proposer. The description should include timelines for accomplishments, as well as flowcharts or other visual presentations of the process.

- a. Include how expenditures for LA ADAP Medicare Part D clients will be reported to the True Out of Pocket (TrOOP) facilitator to ensure applicable expenditures are credited toward the client's TrOOP.
- b. Provide information regarding the capability to split bill and track multiple third-party payer sources including, but not limited to, Medicare Part D PDPs, PCIP, private insurance plans, and LA ADAP.
- c. Describe how the process identified in item (b) above will prevent LA ADAP from making erroneous payments. Include how the proposer will ensure that LA ADAP does not pay for medications that are not on a client's insurance formulary or that of the Medicare Part D PDPs.
- d. Describe the process for resolving issues surrounding client billing and prescription fulfillment that occur at the point of sale between the retail pharmacy, LA ADAP and the insurance or Medicare Part D PDP.
- e. Describe the process for obtaining credits and adjustments on behalf of LA ADAP for any possible overpayments that have been made; include the timeframes or other parameters in which such adjustments and credits will be allowed and recorded.

- f. Describe how the system will be able to effectively monitor an annual benefits cap for each client.
- g. Provide information on the capability to pay incurred expenses on behalf of LA ADAP clients at the point of service and bill LA ADAP afterwards.

Technical support

Describe the proposer's ability and experience in providing technical support to program staff, pharmacies and clients. Include a description of the levels of service that are provided at various times during the day. For example, describe the level of service available during business hours versus the type of support provided during non-business hours, including holiday and weekend hours. Also include a description of how the proposer ensures that there is adequate staff who are trained to provide coverage during transition times, such as when key staff position becomes vacant. Describe the ability to document problem resolution.

Explain the ability to participate in relevant SHP meetings, including but not limited to, the CQI Medications Access Committee meeting, monthly monitoring meetings, SHP Services staff meetings, and other relevant HIV Services planning meetings.

Describe the proposer's ability to participate in an average of five statewide trainings and/or meetings per year at SHP's direction, to assist in presenting program information to contracted CBOs, case management agencies and other service providers. Include examples of training tools and resources the proposer can make available to clients, case managers and other caregivers.

Data system

Maintain a data system that is capable of receiving and managing client eligibility information to use for claims processing, monthly invoicing, reports and billing.

Describe the proposer's ability and experience to create and manage data systems that receive detailed client eligibility information from SHP and provide it for payment information with pharmacies. Include a description of how the proposer ensures that client eligibility information is accessible to the network pharmacies the same day in which it is received. Include information about tools available to SHP through the proposer's systems, including but not limited to remote access, report builders and claims data review.

Describe the ability to submit a monthly electronic data file of all transactions provided to individual eligible clients, to include: the medication dispensed; amount paid for each medication; and the location where the medication was dispensed or delivered. Include a description of the type of data file that will be provided and how it will be transmitted to SHP.

Describe in detail any initial, and subsequent, network/hardware/software/system requirements that SHP would need to have in order to electronically interface with the proposer's program/system. Include any special software or hardware that would need to be installed on SHP computers. If the interface is web-based, specify if it will be fully compatible with Windows Internet Explorer Version 8.0 or above. Include description of how the interface provide secure/encrypted data transmission in compliance with all DHH and HIPAA Guidelines and the federal HiTECH Act of 2009.

Describe the proposer's ability and experience to create reports that describe monthly user activity and prescription drug costs. Include a description of standard reports, if any, and the ability to create custom reports.

Describe the ability to provide standardized monthly utilization and expenditure reports. Include how will this report be submitted to SHP staff and in what format (i.e., PDF, Excel, Word).

Monthly Payment

Describe the proposer's ability and experience in providing payment upfront to the network pharmacies for the duration of a month while preparing an invoice to SHP at the end of each month. Include a description of how the proposer ensures that payment is only requested for valid claims; include details about the claims checking processes that eliminate duplicate or invalid claims.

Describe the ability to create and provide to SHP staff a monthly, claim-level detail file in electronic format.

Describe how the proposer would manage a closed formulary that includes specific drugs and drug classes. Include a description of how the proposer would ensure that routine FDA decisions and NDC changes that affect approved formulary drugs would be noted and applied in a timely manner.

Treatment Adherence

Treatment adherence is defined as services provided to encourage, support, and enhance adherence to and compliance with treatment regimens, including related medical monitoring.

Describe your current experience or ability to provide treatment adherence activities to improve access to medications, increase and support adherence to medication regimens and/or assist clients monitor their progress in taking HIV-related medications.

Client Confidentiality

Client confidentiality is extremely important. The Contractor must be compliant with all DHH HIPAA Guidelines and the federal HiTECH Act of 2009. Confidential information shall include not only sensitive health and risk-related

information, but also client personal identifiers, potentially identifying information, and any other information provided to the Contractor for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be maintained and the use of client information for commercial purposes is not allowed. Likewise, the Contractor may not publish any information about program participants, even in the aggregate, without SHP review and written permission.

Describe the proposer's ability and experience in assuring client confidentiality. Describe in detail any security or confidentiality breaches experienced by the company in the past five years. Also, describe how the proposer protects client information from being used for commercial purposes or published, even in the aggregate, without SHP review and written permission.

Provide a detailed description of how secure data will be transmitted between the different parties involved in pharmacy service coordination (CMS, SHP, insurance plans, Medicare Part D plans, and pharmacies), to comply with DHH HIPAA Guidelines, federal HiTECH Act of 2009 as well as satisfying industry standards and practices.

Conflict of interest

Describe any potential conflicts of interest related to the provision of HIV treatment that the proposer, and/or any proposed sub-vendors may have.

Quality Assurance/Monitoring Requirements

Describe current quality assurance activities and measures, including the ability and timeline required to produce utilization and expenditure reports

Describe the experience or ability to conduct client satisfaction and provider surveys. Include example of previous survey tools and outcomes as an attachment.

Provide documentation of the policy or protocol that outlines clients' "Rights and Responsibilities" as an attachment and provide a copy of the current client grievance policy as an attachment.

Transition Plan

Describe in detail the plan and the proposed timeline to successfully transition clients from the current LA ADAP service provision model to a PBM model.

Explain how Contractor activities would be transitioned upon on termination of the contract without interrupting services to clients.

Fraud and Abuse

Describe the fiscal controls and accounting practices that assure against fraud or abuse of funds, including the fiscal accountability of any proposed sub-vendors.

Include a description of how you would take corrective/disciplinary action upon detection of fraud or abuse, and describe how you would notify SHP.

1. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

2. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

Proposer should:

- a. Provide a Staffing and Organization Plan required to complete the proposed work.
- b. Provide a list and overview of staffing positions needed to successfully meet the program objectives. Include business hours of operation and primary methods of contact.
- c. Describe the responsibilities and qualifications of key staff. Note: any staff replaced during the period of performance of any resulting contract must be replaced with staff with equivalent or superior qualifications.

- d. Describe the responsibilities and qualifications of as any sub-Contractor who would likely be assigned to this contract.
 - e. Describe how the proposer ensures that functions of the contract will be maintained in the absence of key staff. For example, if a staff member leaves unexpectedly, describe who would assume his/her duties and how quickly that would happen. The proposer should have an emergency preparedness plan in place and included in the proposal as an attachment.
 - f. Describe how implementation of the Staffing and Organization Plan will be consistent with the designated contract start date and services start date, as listed in this RFP.
 - g. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-Contractor.
 - h. Key personnel and the percentage of time directly assigned to the project should be identified.
 - i. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
 - j. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
3. Additional Information
- As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
4. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
5. Cost and Pricing Analysis
- a. Proposer shall specify costs for performance of tasks for each year of the contract. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in **attachment Va**. An item by item breakdown of costs shall be included in the proposal.
 - b. Proposers shall submit the per transaction and per dispensing fee for each item in **attachment Vb** for the first year of the contract
 - c. Proposer **shall** specify AWP discount rates for both generic and brand name drugs for both retail and mail order dispensing. Proposer **shall** submit the rates in a similar format, and are strongly encouraged to use the same format, as the chart below.

Retail Pharmacy Claims	
Services	Percent
1. Discounts from AWP for generic drugs	%
2. Discounts from AWP for brand drugs	%
Mail Order Claims	
Services	Percent
1. Discounts from AWP for generic drugs	%
2. Discounts from AWP for brand drugs	%

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- 3. Scoring will be based on a possible total of 110, and the proposal with the highest total score will be recommended for award.
- 4. Cost Evaluation:
 - a. The proposer with the lowest total three-year cost (from Attachment Va) shall receive 15 points. Other proposers shall receive points for cost based upon the following formula:

Annual Fee Schedules (Attachment Va)

$$\text{CPS} = (\text{LPC}/\text{PC}) * 15$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The proposer with the lowest proposed fees (from Attachment Vb) shall receive 10 points. Other proposers shall receive points for cost based upon the following formula:

Claims Table (Attachment Vb)

$$\text{CPS} = (\text{LPC}/\text{PC}) * 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

Proposers are strongly encouraged to use the same formats provided in Attachment Va and Vb.

- c. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	<i>Assigned Weight</i>
Introduction/Understanding of RFP	10
Work Plan/Project Execution	30
Corporate Experience	10
Qualification of Personnel	10
Financial Statements	5
Cost	25
Veterans/Hudson Initiatives	10
On Site Presentation/Demonstration, if applicable	10
Total	110

Q. On-Site Presentations/Demonstrations

1. The Department may select the proposers susceptible of being awarded the contract for an on-site presentation and/or demonstration for final determination of contract award. On-site presentations/demonstrations will

allow proposers to demonstrate their unique capability to provide the services requested in the RFP.

2. Proposers selected for on-site presentations/demonstrations should:
 - Provide a strategic overview of services to be provided,
 - Summarize major strengths,
 - Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes,
 - If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with LA ADAP.
3. Up to an additional 10 points may be awarded for the bullet points in #2 above as a result of the on-site presentation/demonstration.

R. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. Retainage-The Department, shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed

provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.

- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement
- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA
- Va. Cost Template – Annual Fee Schedule
- Vb. Cost Template – Claims Table
- VI. ADR Proposed Client Level Variables
- VII. ADR Proposed Grantee Level Variables
- VIII. Minimum Required Data Fields/Variables

**Minimum Required Language - Request For Proposal (RFP)
Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at

<http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at

https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Rev. 12/1/11

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____
(Original signature only. Photocopy or electronic not accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

Attachment III
DHH - CF - 1

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	Zip Code
3) Telephone Number	7) License or Certification #
4) Mailing Address (if different)	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State	Zip Code
	8a) CFDA#(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
---------------------------	-----------------------------

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office.**

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the

contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in fee for service contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Annual Fee Schedules			
Year One			
Services	Price	Estimated Transactions per Year	Yearly Total
1. Implementation Fee – Onetime costs associated with initial implementation of services.	\$	1 (first year only)	\$
2. Monthly Administrative Fees* – Costs associated with execution of services.	\$	12	\$
3. Training Fees – Costs associated with participating in and/or providing annual trainings.	\$	5	\$
4. Reporting Fees – Monthly cost associated with generating required reports.	\$	12	\$
5. Recoupment Fee - Monthly costs associated with claims recoupment.	\$	12	\$
6. Third Party Match Fee – Monthly costs associated with third party enrollment identification and reporting	\$	12	\$
Estimated Year One Fee Total:			\$
Year Two			
Services	Price	Estimated Transactions per Year	Yearly Total
1. Monthly Administrative Fees*	\$	12	\$
2. Training Fees	\$	5	\$
3. Reporting Fees	\$	12	\$
4. Recoupment Fee	\$	12	\$
5. Third Party Enrollment Match Fee	\$	12	\$
Estimated Year Two Fee Total:			\$
Year Three			
Services	Price	Estimated Transactions per Year	Yearly Total
1. Monthly Administrative Fees*	\$	12	\$
2. Training Fees	\$	5	\$
3. Reporting Fees	\$	12	\$
4. Recoupment Fee	\$	12	\$
5. Third Party Enrollment Match Fee	\$	12	\$
Estimated Year Three Fee Total:			\$
Estimated Total Three (3) Year Fee Total:			\$

Proposers are strongly encouraged to use the template provided.

***Administrative Costs may include:**

- Usual and recognized overhead activities, including rent, utilities, and facility costs
- Costs of management oversight of specific programs funded under this title, including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation; liability insurance; audits; computer hardware/ software not directly related to patient care.

However, in accordance with the legislative mandates of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Monitoring Standards for Ryan White Part A and B Grantees, Administrative Costs must be documented and shall not exceed 10% of the total resources contracted for direct client services.

Attachment Vb
Cost Template - Claims Table

Fees proposed in this table will be valid for the first year of the contract with discounts in subsequent years as reflected in II.A.Drug Pricing. Proposers are strongly encouraged to use the template provided.

Third Party Claims	
Services	Price
Dispensing fee per claim	\$
Transaction fee per claim	\$
340B Claims	
Services	Price
Dispensing fee per claim	\$
Transaction fee per claim	\$
Mail Order Claims	
Services	Price
Shipping fee per claim	\$
Transaction fee per claim	\$
Manual / Direct Member Reimbursement Third Party Claims	
Services	Price
Transaction fee per claim	\$

SHP estimates 100,000 medication claims for calendar year 2012

Utilization data provided by SHP for the purpose of this RFP are estimates based on previous claims. Variation in future services, funding and utilization trends in any of the three years will be based on the result of litigation regarding the Patient Protection and Affordable Care Act, the availability of federal funds, as well as guidance requirements from federal funders and should be considered in the proposer's calculation. Fees proposed will not be negotiated based on volume.

ADAP Data Report
Proposed Client-Level Data Variables

Field #	Variable Description	Variable Definition	Allowed Values	Rationale
1.	Reporting period	The report period identifier.	<p>2012P1= 04/01/2012- 09/30/2012</p> <p>2012P2= 10/01/2012 – 03/31/2012</p> <p>Note that values will continue and be sequential i.e. 2013P1, 2013P2</p>	
2.	Encrypted UCI	The encrypted, unique client identifier generated by the HAB UCI generation utilities.	41-character string	
3.	ADAP number	The unique provider organization identifier assigned through the ADR Web Application.	State ADAP number	
Client Demographics: To describe the socio-demographic characteristics of all clients <u>enrolled</u> in the ADAP, whether or not they received services				
4.	Ethnicity	Client's ethnicity. OMB-approved categories are used.	<ul style="list-style-type: none"> • Hispanic/Latino(a) • Non-Hispanic • Unknown 	Description of clients served
5.	Race	Client's race. Select all that apply. OMB-approved categories are used.	<ul style="list-style-type: none"> • White • Black or African American • Asian • Native Hawaiian/Pacific Islander • American Indian or Alaska Native • Unknown 	Description of clients served
6.	Gender	Client's current gender	<ul style="list-style-type: none"> • Male • Female • Transgender • Unknown 	Description of clients served
7.	Transgender	Client's current transgender status. To be completed only if the response is "Transgender" in Q6.	<ul style="list-style-type: none"> • Male-to-Female • Female-to-Male • Unknown 	Description of clients served

ADAP Data Report
Proposed Client-Level Data Variables

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Client Demographics: To describe the socio-demographic characteristics of all clients enrolled in the ADAP, whether or not they received services				
8.	Pregnancy status	Value indicating whether the client was pregnant at any time during the reporting period. This should be completed for HIV+ women only.	<ul style="list-style-type: none"> • No (skip to #10) • Yes • Not applicable (skip to #10) • Unknown(skip to #10) 	Description of clients served
9.	Pregnancy outcome	Value indicating whether this pregnancy resulted in a live birth. This should be completed for HIV+ women who reported being pregnant in item #8.	<ul style="list-style-type: none"> • Yes • No • Don't know 	Description of clients served
10.	Client's year of birth	The year in which the client was born	YYYY	Description of clients served
11.	HIV/AIDS status	Client's HIV/AIDS status as of the end of the reporting period	<ul style="list-style-type: none"> • HIV positive, not-AIDS • HIV positive,AIDS status unknown • CDC-defined AIDS • Unknown 	Description of clients served
12.	Poverty level	Client's annual household income as a percent of the Federal Poverty Level (FPL) at the end of the reporting period.	<ul style="list-style-type: none"> • Equal to or below the FPL • 101-200% of the FPL • 201-300% of the FPL • 301% - 400% of the FPL • 401% - 500% of the FPL • Over 500% of the FPL • Unknown/ unreported 	Description of clients served
13.	High Risk Insurance	Was this client in a High Risk Insurance Pool at any time during the reporting period?	<ul style="list-style-type: none"> • No • Yes • Don't know 	Description of clients served
14.	Client's health insurance coverage during the reporting period	Indicate all sources of client's health insurance during the reporting period. Report all that apply.	<ul style="list-style-type: none"> • Medicare Part A/B • Medicare Part D • Medicaid • Private • Other public • No insurance • Other 	Description of clients served

**ADAP Data Report
Proposed Client-Level Data Variables**

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Clinical Information: To describe the clinical characteristics of ADAP clients who received ADAP-funded medications. All clients receiving ADAP-funded medications should have at least one CD4 and one VL reported during the 12 month reporting period.				
15.	Report the date of the most recent CD4 count for this client during this reporting period	Value indicating the date of the most recent CD4 count for this client during this report period	MM/DD/YYYY	To determine the impact of ADAP-funded medications
16.	Report the value of the most recent CD4 count for this client during this reporting period	Value indicating the value of the most recent CD4 count for this client during this report period	Value: ###	To determine the impact of ADAP-funded medications
17.	Report the date for the most recent Viral load count for this client during the reporting period	Value indicating the date of the most recent Viral load count for this client during this report period	MM/DD/YYYY	To determine the impact of ADAP-funded medications
18.	Report the value of the most recent Viral load count for this client during the reporting period	Value indicating the value of the most recent Viral load count for this client during this report period	Value: ###	To determine the impact of ADAP-funded medications

ADAP Data Report Proposed Client-Level Data Variables

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Enrollment and Certification: To describe client enrollment patterns and certification processes				
19.	Was the individual a new or existing client?	<p>Newly enrolled clients in ADAP this reporting period refers to individuals who meet all of the following criteria:</p> <ul style="list-style-type: none"> • applied to ADAP for the first time ever; • met the financial and medical eligibility criteria of the ADAP during the period for which you are reporting data <p>Examples of clients who should NOT be included in this number are the following:</p> <ul style="list-style-type: none"> • Clients who have been recertified as eligible or clients who have been re-enrolled after a period of having been decertified/disenrolled. • Clients who have moved out of the State and then returned, and • Clients who move on and off ADAP because of fluctuations in eligibility for a Medicaid/ Medically Needy program, based on whether they met spend-down requirements. <p>An existing ADAP client is a client who met the following criteria:</p> <ul style="list-style-type: none"> • enrolled in ADAP in a previous reporting period and; • continues to be enrolled in the current reporting period, regardless of whether they used ADAP services in either reporting period. <p>Note: An individual enrolled in ADAP (new or existing client) may or may not use services. Use of services is not required to be an enrolled client.</p>	<ul style="list-style-type: none"> • Newly enrolled client • Existing Client (skip to question #23) 	HAB ADAP Performance Measures

ADAP Data Report
Proposed Client-Level Data Variables

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Enrollment and Certification: To describe client enrollment patterns and certification processes				
20.	What was the date of receipt of the completed client ADAP application?	The date that the completed application was received by the ADAP program.	MM/DD/YYYY	HAB ADAP Performance Measures
21.	What was the date of approval of this client's ADAP application?	The date that the client was approved to begin to receive ADAP services. This is when the client was first enrolled in the ADAP program.	MM/DD/YYYY	HAB ADAP Performance Measures
22.	What was the date this client first received an ADAP- funded service?	The date that the client first received any ADAP-funded service. An ADAP-funded service includes medications and insurance assistance (co-pays, deductibles or premiums).	MM/DD/YYYY	HAB ADAP Performance Measures
23.	What was this client's recertification date during this reporting period?	<p>The date on which a client was determined to be eligible to continue to receive ADAP services.</p> <p>Note: All individuals enrolled in ADAP, regardless of whether or not they receive services, must be recertified every six months. This includes clients on a waiting list. The minimum activities for recertification include:</p> <ol style="list-style-type: none"> 1) Financial Eligibility determination. 2) Ensuring that ADAP is the Payer of Last Resort 3) Appropriate documentation (ie: financial/ insurance –or lack thereof/ denial of coverage) 	MM/DD/YYYY	HAB ADAP Performance Measures
24.	What was the client's enrollment status as of the end of the reporting period?	<p>The status of an individual in the ADAP program as of the end of the reporting period. There are four possible options which are:</p> <ul style="list-style-type: none"> • The individual is enrolled in ADAP but did not need/request any services • The individual is enrolled in ADAP but is on a waiting list • The individual is enrolled in ADAP and received either ADAP-funded medications or insurance services during the reporting period • The individual was disenrolled from ADAP 	<ul style="list-style-type: none"> • Enrolled, receiving services (skip to question #26) • Enrolled, on waiting list (skip to question #26) • Enrolled, services not requested (skip to question #26) • Disenrolled 	Description of clients served

**ADAP Data Report
Proposed Client-Level Data Variables**

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Enrollment and Certification: To describe client enrollment patterns and certification processes				
25.	What was/were the reason(s) for disenrollment?	Please note the reasons for disenrollment/discharge. Select all that apply. If the reason is unknown, please report under "other".	<ul style="list-style-type: none"> • Ineligible, change in ADAP program FPL requirements • Ineligible for ADAP, now eligible for Medicaid • Ineligible, other reason • Did not recertify • Did not fill prescription • Deceased • Dropped out, no reason given • Other/Unknown 	To determine service utilization
ADAP Insurance Services Received: To describe ADAP-funded insurance assistance services and expenditures. ADAP-funded insurance assistance includes premiums, co-pays and deductibles. Co-pays and deductibles for medications should be reported in this section.				
26.	Did this client receive any ADAP-funded insurance assistance during this reporting period, including Medicare Part D premiums?	This includes premiums, deductibles and co-payments for which ADAP funds were used. [If response to question #26 is no, go to #31]	<ul style="list-style-type: none"> • No • Yes 	To describe service utilization
27.	Total amount of insurance Premium paid on behalf of this client during the reporting period [not including Medicare Part D].	The total amount of insurance premium paid on behalf of the client. This pertains to any premium paid during the reporting period, regardless of the time frame that it covers (i.e. if it extends outside the reporting period)	\$\$\$	To describe service utilization and to determine annualized costs by type of insurance assistance
28.	For how many months of coverage was this insurance Premium during the reporting period?	The total number of months of coverage for which insurance premium in item #26 was paid. Please report all months even if they fall outside of the reporting period.	##	To describe service utilization and to determine annualized costs by medication type

**ADAP Data Report
Proposed Client-Level Data Variables**

Field #	Variable Description	Variable definition	Allowed Values	Rationale
ADAP Services Received: To describe ADAP-funded insurance assistance services and expenditures. ADAP-funded insurance assistance includes premiums, co-pays and deductibles. Co-pays and deductibles for medications should be reported in this section.				
29.	Total amount of deductible and co- pays paid on behalf of this client during the reporting period.	The total amount of insurance deductibles and co-pays paid on behalf of the client, not including Medicare Part D. The amount reported should be based on the date that the deductible or co-pay was paid.	\$\$\$	To describe service utilization and to determine annualized costs by medication type
30.	Total amount of Medicare Part D Co-Insurance, Co- Payment or donut hole coverage (true out of pocket expenses) paid on behalf of this client during the reporting period.	The total amount of Medicare Part D Co-Insurance, Co-Payment or donut hole coverage (true out of pocket expenses) paid on behalf of the client during this reporting period. The amount reported should be based on the date that the co-insurance, co-payment or donut hole coverage amount was paid.	\$\$\$	To describe service utilization and to determine annualized costs by medication type

ADAP Data Report
Proposed Client-Level Data Variables

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Drugs and Drug Expenditures: To describe the ADAP-funded medications dispensed to clients and total expenditures for those services. This section is only for clients who were dispensed ADAP-funded medications paid in full by ADAP (i.e. not clients for whom only the co-pay or deductible was paid). This includes ARVs, Hepatitis B and Hepatitis C medications.				
31.	Were any ADAP- funded medications dispensed to this client during this reporting period?	Whether or not ADAP-funded medications were dispensed to this client during this reporting period? ADAP-funded medications include any medication on your ADAP formulary which was paid for in full by ADAP funds.	<ul style="list-style-type: none"> • No (skip to end) • Yes 	To describe service utilization
32.	Please list the ADAP- funded medication dispensed to the client during this reporting period.	The specific list of ADAP funded medications that were dispensed to the client during the reporting period. Please use the five-digit drug code (d-xxxxx) of the medication. Variables 32-35 will be reported for each ADAP-funded medication.	d#####	To describe service utilization and to determine annualized costs by medication type
33.	What is the start date of the ADAP-funded medication dispensed to the client during this reporting period?	List the start date for each ADAP funded medication listed in question #32.	MM/DD/YYYY	To describe service utilization and to determine annualized costs by medication type
34.	For how many days was the ADAP-funded medication dispensed?	The number of days for which the medication was dispensed for each ADAP funded medication listed in question #32. Number of days should be reported in 30-day increments (i.e. 30, 60, 90). Anything less than 30 days should be reported as 30 days.	##	To describe service utilization and to determine annualized costs by medication type
35.	What was the Total cost of the ADAP- funded medication dispensed to the client during the reporting period?	The total cost of each ADAP-funded medication dispensed during the reporting period. Include total costs of each ADAP-funded medication paid during the reporting period, even if the medication prescription period extended beyond the reporting period.	\$\$	To describe service utilization and to determine annualized costs by medication type
36.	Dispensing fees collected separately	Do you pay dispensing fees for medications separate from other fees such other administrative? [If yes, go to question 37)	<ul style="list-style-type: none"> • No • Yes 	To describe service utilization and to determine annualized costs by medication type.

**ADAP Data Report
Proposed Client-Level Data Variables**

Field #	Variable Description	Variable definition	Allowed Values	Rationale
Drugs and Drug Expenditures: To describe the ADAP-funded medications dispensed to clients and total expenditures for those services. This section is only for clients who were dispensed ADAP-funded medications paid in full by ADAP (i.e. not clients for whom only the co-pay or deductible was paid). This includes ARVs, Hepatitis B and Hepatitis C medications.				
37.	What is the total cost of all Dispensing Fees for medications paid on behalf of this client during the reporting period?	The total cost of all dispensing fees for medications paid on behalf of the client during the reporting period. Include all costs paid during the reporting period, even if the medication period extended beyond the reporting period.	\$\$	To describe service utilization and to determine annualized costs by medication type.

**AIDS Drug Assistance Program
ADAP Grantee Report
Proposed Grantee-Level Variables**

COVER PAGE

1. Grantee name:

2. Grant number:

--	--	--	--	--	--	--	--	--	--

3. ADAP number:

--	--	--	--

4. D-U-N-S number:

		-				-				
--	--	---	--	--	--	---	--	--	--	--

5. Grantee address:

a. Street: _____

b. City: _____ State: _____

c. ZIP Code: _____ - _____

6. Contact information for the ADAP Coordinator/Administrator:

a. Name: _____

b. Title: _____

c. Phone #: (____) _____ - _____

d. Fax #: (____) _____ - _____

e. E-mail: _____

7. Indicate the six month reporting period for which you are submitting data:

April 1 – September 30

October 1 – March 31

B. FUNDING

5. Please enter the funding *received* during this reporting period from each of the following sources (if no funding was received enter "0"):

	Funding Source	Amount Received (to nearest dollar)
a.	Total contributions from Part A EMA(s)/TGAs	\$
b.	Total contributions from Part B Base Funding	\$
c.	Total contributions from Part B Supplemental Funding	\$
d.	State contributions (other than Ryan White or Required State Match Funds)	\$
e.	Carry-over of Ryan White funds from previous year	\$
f.	Manufacturer Rebates	\$
g.	Other Negotiated Rebates	\$
h.	All Insurance Reimbursements, including Medicaid	\$
	Resources received this reporting period (Total of a through h)	\$

C. EXPENDITURES

6. For each of the following categories, please enter total expenditures for this reporting period:

	Expenditure Category	Total Cost
a.	Pharmaceuticals	\$
b.	Dispensing and other administrative costs	\$
c.	Insurance coverage (including co-pays, deductibles, and premiums)	\$
d.	Under the ADAP Flexibility Policy - Adherence	\$
e.	Under the ADAP Flexibility Policy - Access	\$
f.	Under the ADAP Flexibility Policy - Monitoring	\$
	Total ADAP expenditures this quarter	\$

D. ADAP MEDICATION FORMULARY

7. Please provide information on Antiretroviral (ARV), hepatitis B, hepatitis C and 'A1'-OI medications currently on your ADAP formulary. If you added an ARV medication to your ADAP formulary during this reporting period, please note that and provide the date that it was added.

a. Grantee-level Formulary Information - Antiretroviral Medications

Included In Formulary	GENERIC NAME	BRAND NAME	Category	Added to Formulary this Reporting Period	
				Med Added?	Date Added
<input type="checkbox"/>	abacavir	Ziagen	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	abacavir, zidovudine, and lamivudine	Trizivir	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	abacavir/lamivudine	Epzicom	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	didanosine, ddl, dideoxyinosine	Videx	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	efavirenz, emtricitabine, tenofovir disoproxil fumarate	Atripla	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	FTC, emtricitabine	Emtriva	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	lamivudine and zidovudine	Combivir	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	lamivudine, 3TC	Epvir	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	stavudine, d4T	Zerit	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	tenofovir disoproxil fumarate	Viread	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	tenofovir disoproxil/emtricitabine	Truvada	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	zalcitabine, ddC, dideoxystudine	Hivid	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	zidovudine, AZT, azidothymidine, ZDV	Retrovir	NRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	delavirdine, DLV	Rescriptor	NNRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	efavirenz	Sustiva	NNRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	Etravirine (TMC-125)	Intelence	NNRTIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	nevirapine, BI-RG-587	Viramune	NNRTIs	<input type="checkbox"/>	MM/DD/YYYY

Included In Formulary	GENERIC NAME	BRAND NAME	Category	Added to Formulary this Reporting Period	
				Med Added?	Date Added
<input type="checkbox"/>	amprenavir	Agenerase	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	atazanavir sulfate	Reyataz	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	darunavir	Prezista	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	Fosamprenavir Calcium	Lexiva	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	indinavir, IDV, MK-639	Crixivan	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	lopinavir and ritonavir	Kaletra	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	nelfinavir mesylate, NFV	Viracept	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	ritonavir, ABT-538 r	Norvi	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	saquinavir	Fortovase	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	saquinavir mesylate, SQV	Invirase	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	tipranavir	Aptivus	PIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	enfuvirtide, T-20	Fuzeon	FIs	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	Raltegravir (RGV or MK-0518)	Isentress	Integrase Inhibitors	<input type="checkbox"/>	MM/DD/YYYY
<input type="checkbox"/>	maraviroc	Selzentry or Celsentri	CCR5 Antagonists	<input type="checkbox"/>	MM/DD/YYYY

b. Grantee-level Formulary Information – A1-OI Medications

Included in Formulary	GENERIC NAME	BRAND NAME
<input type="checkbox"/>	acyclovir	Zovirax
<input type="checkbox"/>	amphotericin B	Fungizone
<input type="checkbox"/>	azithromycin	Zithromax
<input type="checkbox"/>	cidofovir	Vistide
<input type="checkbox"/>	clarithromycin	Biaxin
<input type="checkbox"/>	clindamycin	Cleocin
<input type="checkbox"/>	famciclovir	Famvir
<input type="checkbox"/>	fluconazole	Diflucan
<input type="checkbox"/>	flucytosine	Ancobon
<input type="checkbox"/>	fomivirsen	Vitravene
<input type="checkbox"/>	foscarnet	Foscavir
<input type="checkbox"/>	ganciclovir	Cytovene
<input type="checkbox"/>	Isoniazid (INH)	Lanizid, Nydrazid
<input type="checkbox"/>	itraconazole	Sporonox
<input type="checkbox"/>	leucovorin calcium	Wellcovorin
<input type="checkbox"/>	peginterferon alfa-2a	PEG-Intron
<input type="checkbox"/>	pentamidine	Nebupent
<input type="checkbox"/>	pentavalent antimony	—
<input type="checkbox"/>	prednisone	Deltasone, Liquid Pred, Metocorten, Orasone, Panasol, Prednicen-M, Sterapred
<input type="checkbox"/>	probenecid	—

Included in Formulary	GENERIC NAME	BRAND NAME
<input type="checkbox"/>	pyrazinamide (PZA)	—
<input type="checkbox"/>	pyrimethamine (TMP/SMX)	Daraprim, Fansidar
<input type="checkbox"/>	ribavirin	Virazole, Rebetol, Copegus
<input type="checkbox"/>	rifabutin	Mycobutin
<input type="checkbox"/>	rifampin (RIF)	Rifadin, Rimactane
<input type="checkbox"/>	sulfadiazine (oral generic)	Microsulfon
<input type="checkbox"/>	trimethoprim-sulfamethoxazole (TMP/SNX)	Bactrim, Septra
<input type="checkbox"/>	valacyclovir	Valtrex
<input type="checkbox"/>	valganciclovir	Valcyte

“A1” Opportunistic Infection Medications*

“* A – Both strong evidence for efficacy and substantial clinical benefit support recommendation for use; should always be offered

1 – Evidence from ≥ 1 correctly randomized, controlled trials.

Source:

Guidelines for Preventing Opportunistic Infections Among HIV-Infected Persons – 2002; Recommendations of the U.S. Public Health Service and the Infectious Diseases Society of America”.

c. Grantee-level Formulary Information – Hepatitis B Medications

Included in Formulary	GENERIC NAME	BRAND NAME
<input type="checkbox"/>	entecavir	Baraclude
<input type="checkbox"/>	lamivudine	Epivir-HBV
<input type="checkbox"/>	interferon alfa-2b	Intron A
<input type="checkbox"/>	adefovir dipivoxil	Hepsera
<input type="checkbox"/>	peginterferon alfa-2a	Pegasys
<input type="checkbox"/>	telbivudine	Tyzeka

d. Grantee-level Formulary Information – Hepatitis C Medications

Included in Formulary	GENERIC NAME	BRAND NAME
<input type="checkbox"/>	interferon alfa-2b	Intron A
<input type="checkbox"/>	recombinant interferon alfa-2a	Roferon-A
<input type="checkbox"/>	consensus interferon or interferon alfacon-1	Infergen
<input type="checkbox"/>	peginterferon alfa-2a	Pegasys
<input type="checkbox"/>	peginterferon alfa-2b	PEG-Intron
<input type="checkbox"/>	peginterferon alfa-2a + ribavirin	Copegus and Pegasys
<input type="checkbox"/>	peginterferon alfa-2b and ribavirin	PEG-Intron and Rebetol
<input type="checkbox"/>	interferon alfa-2b and ribavirin	Intron A and Rebetol
<input type="checkbox"/>	recombinant interferon alfa-2a and ribavirin	Roferon and Ribavirin

Section 2: Annual Submission

Section 2 (Items 8-11) should be completed only **once** each year for the previous 12-month period

A. PROGRAM ADMINISTRATION

8. Please indicate the frequency of re-certification of client eligibility:

- Annual
- Semiannual (every 6 months)
- Other, please specify _____

9. Please indicate the clinical eligibility criteria required to enroll in the ADAP in your State/Territory: (Check all that apply)

- HIV+
- CD4 (what is your CD4 count requirement? _____)
- Viral load (what is your VL count requirement? _____)
- Other (please specify: _____)

B. COST SAVING STRATEGIES

10. Please check all that apply to your Drug Pricing Program: (Check all that apply)

- 340B Rebate
- Direct purchase
- Prime vendor
- Alternative Method Demonstration Project
- Other drug discount program (not 340B) (please specify _____)

C. SOURCES AND AMOUNTS OF ADAP FUNDING – THIS WILL BE PREPOPULATED BY HAB AND IS FOR REVIEW PURPOSES ONLY.

11. ADAP funding *received* for this fiscal year from each of the following Ryan White HIV/AIDS program sources:

Funding Source		Amount Received (to nearest dollar)
a.	ADAP earmark	\$
b.	ADAP Supplemental Drug Treatment Grant Award	\$
c.	State Match for Supplemental Drug Treatment Award	\$
	ADAP resources received (total of a through c)	\$

Minimum Required Data Fields/Variables

This document combines the required fields/variables for the proposed HRSA ADAP Data Report (ADR) and fields required by SHP. This list does not explicitly include fields required for the CMS data share.

Additional fields/variables may be added/removed as identified during the contracting process.

Many of these variables may be calculated based on other fields or variables.

Field #	Variable Description	Variable Definition	Coding or Type
<i>Non-Longitudinal Client Level Data</i>			
	Last name	Client's legal last name	Text
	First name	Client's legal first name	Text
	Date of birth	Client's legal date of birth	Date
	URN	Unique Record Number (Federal ID string)	11 character code: 1 st & 3 rd characters of last name + 1 st & 3 rd characters of first name + DOB MMDDYY + Gender Code
	Unique Provider ID	*	*
	Ethnicity	*	*
	Race	*	*
	Gender	*	*
	Transgender	*	*
	Primary Language	Client's primary language	Text
	Secondary Language	Client's secondary language	Text
	Social Security Number	Client's verified SSN	Text
	Street address	Client's residential street address	Text
	City	Client's residential city	Text
	State	Client's residential state	Text
	Zip Code	Client's residential zip code	Text
	Parish/County	Client's residential parish/county	Text
	Primary Phone Number	Client's primary phone number	Text
	Secondary Phone Number	Client's secondary phone number	Text
	Mailing Street address	Client's mailing street address	Text
	Mailing City	Client's mailing city	Text
	Mailing State	Client's mailing state	Text
	Mailing Zip Code	Client's mailing zip code	Text
	Client's case manager contact	Name of client's case manager	Text
	Client's case management agency	Name of agency where client receives case management services	Text
	Veteran status	Client is a U.S. military veteran	Yes/No
	Clinical Provider	Client's prescribing clinical provider	Text
	Clinical provider street address	Clinical Provider mailing street address	Text
	Clinical provider City	Clinical Provider mailing city	Text
	Clinical provider State	Clinical Provider mailing state	Text
	Clinical provider Zip Code	Clinical Provider mailing zip code	Text
	Clinical provider phone number	Clinical Provider phone number	Text
	Clinical provider fax number	Clinical provider fax number	Text
	Veteran status	Client is a U.S. military veteran	Yes/No

<i>Longitudinal Client-Level Data</i>			
	Annual household income	Total annual household income for client and spouse/dependents in household	Currency
	Annual household size	Total annual household size, to include client and spouse/dependents	Number
	Annual Federal Poverty Level	*	*
	Health insurance coverage (all sources)	*	*
	HIV/AIDS status	*	*
	HIV/AIDS status date	Date of HIV/AIDS status	Date
	Client pregnancy status	*	*
	Date of client's pregnancy status	Date of client's pregnancy status	Date
	Date of receipt of completed client ADAP application	*	*
	Date of initial approval of client's ADAP application	*	*
	Date ADAP application submitted to ADAP Medical Reviewer	Date ADAP application submitted to ADAP Medical Reviewer	Date
	Date ADAP application submitted to ADAP Medical Consultant	Date ADAP application submitted to ADAP Medical Consultant	Date
	Date ADAP card sent to client	Date ADAP card mailed	Date
	ADAP enrollment status	Client's current ADAP enrollment status (tied to enrollment status date)	Text
	Reason for ADAP disenrollment	Reason for disenrollment if enrollment status is disenrolled	Text
	ADAP enrollment status date	Date current enrollment status effective	Date
	Client consented to receive services	Verification that client has consented to receive ADAP services	Yes/No
	Date client consented to receive services	Date client consented to receive services	Date
<i>Drug Service Fields (to be captured for each non-insurance drug service)</i>			
	Dispense date	Date client received service/drug	Date
	Invoice date	Date prescription invoiced to ADAP	Date
	Pharmacy	Name or ID for pharmacy providing service	TBD
	NDC	Drug NDC	Text
	Drug Name	Drug Name	Text
	Drug strength	Drug strength/dose	Text
	Drug quantity	Number of drug units billed	Number
	Days	Prescription days supply	Number
	Dispense fee	Dispense fee billed to ADAP	Currency
	Drug cost	Cost of drug, without dispense fee	Currency
	Total transaction cost	Total of drug cost and dispense fee	Currency
	Claim Number	Uniquely assigned claim number	TBD
	Drug manufacturer	Drug manufacturer	TBD

<i>Insurance Service Fields (to be captured for each insurance drug service)</i>			
	Dispense date	Date client received service/drug	Date
	Invoice date	Date invoiced to ADAP	Date
	Pharmacy	Name or ID for pharmacy providing service	TBD
	NDC	Drug NDC	Text
	Drug Name	Drug Name	Text
	Drug strength	Drug strength/dose	Text
	Drug quantity	Number of drug units billed	Number
	Days	Prescription days supply	Number
	Co-Pay Amount	Amount of co-pay made on client's behalf	Currency
	Deductible Amount Paid	Amount paid toward deductible on client's behalf for this transaction	Currency
	Deductible Amount Remaining	Amount remaining to be paid toward client's deductible after this transaction	Currency
	Claim Number	Uniquely assigned claim number	TBD
	Drug manufacturer	Drug manufacturer	TBD
<i>Calculated ADR fields</i>			
	Encrypted UCI	*	*
	Did this client receive any ADAP funded medications during the reporting period (yes/no)	*	*
	Did this client receive any ADAP funded insurance assistance during the reporting period (yes/no)	*	*
	Total amount of insurance deductible paid on behalf of the client during the reporting period (not including Medicare Part D)	*	*
	Total amount of insurance co-pays paid on behalf of the client during the reporting period (not including Medicare Part D)	*	*
	Total amount of Medicare Part D co-insurance, co-payment, or donut hole coverage paid on behalf of the client during the reporting period	*	*
	Client was prescribed any ADAP-funded ARV medications during the reporting period	*	*
	Number of months client received ADAP-funded ARVs	*	*
	Total cost of all ADAP-funded ARV medications dispensed to client during the reporting period	*	*
	Total dispensing cost for medications paid on behalf of client during the reporting period	*	*
	Client was disenrolled at any time during the reporting period (yes/no)	*	*
	Most recent CD4 count	*(This data may be provided by SHP)	*
	Most recent Viral Load count	*(This data may be provided by SHP)	*

	Client was newly enrolled or re-enrolled during ADR reporting period (yes/no)	*	*
	Client was newly enrolled or re-enrolled during ADR reporting period (specify newly or re-enrolled)	*	*
	Date of client's first ADAP-funded service	*	*
	Client's certification/re-certification dates during reporting period	*	*
	Client was disenrolled at any time during the reporting period (dates of disenrollment)	*	*
	Reasons for client's disenrollment	*	*

*See ADAP Data Report Proposed Client-Level Variables