ILLINOIS DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR PROPOSAL

HIV Medication Dispensing RFP
Illinois Department of Public Health
2021-OHPT-001

The Illinois Department of Public Health requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

Brief Description:

The Illinois Department of Public Health's AIDS Drug Assistance Program uses a combination of federal, State, and other ancillary resources to purchase and provide selected medications to eligible persons in order to assist in: (1) the treatment of their HIV disease, (2) the prevention and/or treatment of related opportunistic infections and/or the toxicities and side-effects of the other medications, and (3) the prevention and treatment of other co-morbidities. The Illinois Department of Public Health's AIDS Drug Assistance Program also leverages its dispensing platform to support the HIV/AIDS Section's dispensing of Pre-exposure Prophylaxis medications, also known as PrEP, and Post-exposure Prophylaxis also known as nPEP. To this end the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) provides grants to States and U.S. Territories. The AIDS Drug Assistance Program (ADAP) is a State/Territory-administered program authorized under Ryan White Part B legislation that provides FDA-approved medications to low-income Illinoisans living with HIV who have limited or no health coverage from private insurance, Medicaid, or Medicare. ADAP funds may also be used to purchase health insurance for eligible clients and for services that enhance access to, adherence to, and monitoring of drug treatments.

The purpose of this Request for Proposal (RFP) is to solicit vendors that will enable the Illinois Department of Public Health (IDPH) to select the most qualified to provide pharmacy and pharmacy-related services, including pharmacy benefit management services for Illinois' AIDS Drug Assistance Program (ADAP) and other dispensing programs within IDPH's HIV Section Programs. The vendor shall act as an ordering/dispensing/shipping agent for the Agency. These services include statewide access and distribution of pharmaceuticals to ADAP/PrEP/nPEP clients with and without health insurance. The vendor must offer and manage two systems of pharmaceutical distribution to clients, including a ***mail-order services option***, and a ***statewide network of full-service pharmacy sites***.

The resulting contract with the awarded Vendor shall have an initial 5-year term of July 1, 2021, or upon execution, whichever is later, – June 30, 2026. The Agency has the option to renew the contract for one additional five (5) year term (July 1, 2026 – June 30, 2031). In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
OUTLINE

SECTION 1.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
OUTLINE

SECTION 2

SECTION 3.

The following sections (FORMS A, FORMS B,) of the solicitation may be found on the IDPH website at:

http://www.dph.illinois.gov/rfp/hiv-medication-dispensing-rfp

FORMS A

Complete this section if you are <u>not</u> using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).

FORMS B

Complete this section if you <u>are using</u> an active State of Illinois Vendor Registration Number.

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. HOW TO ENTER INFORMATION: Type information in the red text form fields provided. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every text form field.

A.2. PUBLISHED PROCUREMENT INFORMATION: IDPH publishes procurement information, including solicitations, awards, and amendments, on the IDPH website. The link for this RFP is http://www.dph.illinois.gov/rfp/hiv-medication-dispensing-rfp Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the IDPH website. The State will not be held responsible if Offeror fails to receive the optional e-mail notice of future amendments to the solicitation.

A.3. INFORMATION CONTACT: The individual listed in the "Info Contact:" on the posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact. IDPH shall not be held responsible for information provided by or to any other person.

Procurement Contact: Sean M. McAuliff
Email: Sean.M.McAuliff@illinois.gov

Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Information Contact.

A.4. OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions pertaining to this solicitation must be submitted in writing to the Information Contact no later than **May 28, 2021, by 3:00 p.m Central Time**. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the IDPH website; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the IDPH website.

A.5. OFFER DUE DATE, TIME, AND EMAIL ADDRESS FOR SUBMISSION OF OFFERS: Each solicitation contains the Offer Due Date and Time appearing as the "Bid Opening Date:" on the posting. Offers will be opened on the "Bid Opening Date:"

A.5.1. Offer Firm Time**:** The Offer must remain firm for 180 days from opening.
A.5.2. Due Date: **June 22, 2021**
A.5.3. Time Due: **2:00 p.m. Central Time**
A.5.4. Submit via Email Offers To: Sean.M.McAuliff@illinois.gov

A.6. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully. Separately label and email each packet.

A.6.1. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.
A.6.2. Packet 2 shall contain Offeror's Pricing provided in Section 2, Part E.

A.6.3. Packet 3 shall contain the Offeror's Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.6.3.1. Exceptions must be provided on Agency's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position, for example, an Offeror's licensing agreement.

A.6.3.2. The Agency may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.6.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that do not have an active registration in the Illinois Procurement Gateway (IPG).

Forms B consists of two pages and a one-page Taxpayer Identification Number. Forms B is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.6.5. Packet 5 shall contain a redacted copy of the Offer.

A.6.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.6.6. Packet 6 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in the Bulletin posting.

A.6.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in the Bulletin posting.

A.7. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets within one email and clearly labeled with the Request for Proposal title, the packet number, and the Offeror's name. Pricing must always be sent in a separate email from all other packets.

A.8. SECURITY: Performance Bond: $N/A If a performance bond is required, Offeror must submit the Performance Bond to the Information Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.9. SMALL BUSINESS SET-ASIDE: Not Applicable to this RFP. In the Bulletin posting, if "Yes" is shown to the question "Is this subject to Small Business Set-Aside?", then Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated.

A.10. MINORITY CONTRACTOR INITIATIVE: The State requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any offeror awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is

required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

A.11. FEDERAL FUNDS: The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.

A.12. EMPLOYMENT TAX CREDIT: Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.13. GOVERNING LAW AND FORUM: Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at *http://www.ilga.gov/legislation/ilcs/ilcs.asp*. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1) are applicable to this solicitation and may be respectively viewed at *http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7*) and *http://www.ilga.gov/commission/jcar/admincode/044/044parts.html*.

A.14. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and late submissions will not be returned. All offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.
If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submission of Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.
Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

A.15. RESERVATIONS: Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate

with the State. If an offeror does not comply with requests for information and cooperate, the State may reject the offer as non-responsive to the solicitation. Submitting an offer does not entitle Offeror to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any offer. Awarded Offeror(s) shall not commence and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved by IDPH for Purchase of Care procurements.

A.16. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible offeror whose offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the offer, including the offeror's qualifications, the offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors. The State will post a notice to the Bulletin identifying the apparent most responsive and responsible offeror.

A.17. FEDERAL FUNDS: The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed. In accordance with federal policy, a non-profit entity or a public entity will be given consideration over a private for-profit entity if such non-profit or public entity demonstrates the ability to provide "quality HIV/AIDS care". In addition, it is federally prohibited for a non-profit entity to serve as a conduit to pass on their award to a for-profit corporation solely for the purpose of receiving the benefit of higher preference. For further details please review the federal guidance at the following link: https://hab.hrsa.gov/sites/default/files/hab/Global/habpl1102.pdf

Sections 2604(b), 2613(a)(1), 2651(e)(3), and 2652(b)(1)(B) of the Public Health Service Act.

A.18. REFERENCES: ☒ Yes ☐ No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: Professional Written References governmental agencies or State governmental agencies that are able to attest to the Vendor's experience in currently operating a Ryan White Part B Programs Pharmacy Benefit Manager/Contract Pharmacy/ understanding 340B protocol activities within the United States for at least five years. Scoring of reference will be collected on 5 questions ranging from quality of service delivery, budget management, and execution of responsiveness to reporting management.
Number of Each Reference Type: 3.

A.19. INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to

the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

A.20. EVALUATION PROCESS: The State determines how well offers meet the Responsiveness requirements. The State will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.
The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the offer or reflect the failure or deficiency in the evaluation.

A.20.1. **RESPONSIVENESS**: A Responsive Offeror is one who submits an offer that conforms in all material respects to the Request for Proposal and includes **all required** forms.

A.20.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.20.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.20.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Active Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.20.1.4. If completing Forms A, required forms may include and may not be limited to:

- Business and Directory Information: Offeror should complete and return the Business and Directory Information form in Forms A, Part 1.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contracts Number form in Forms A, Part 2.
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A, Part 4.
- State Board of Elections Registration: Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7.
- Taxpayer Identification Number: Offeror should complete and return the Taxpayer Identification form in Forms A, Part 8.

A.20.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.

A.20.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance, and desired characteristics.

A.20.1.7. The State will determine whether the Offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiencies as a condition of further evaluation.

A.20.2. **RESPONSIBILITY**: A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a "responsible" offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:

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A.20.2.1. A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.20.2.2. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or

industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.20.2.3. Awarded offerors must always have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.20.2.4. The State may require that an offeror correct any deficiencies as a condition of further evaluation.

A.20.3. **PRICE**: The State identifies the lowest priced offer that meets the responsibility and responsiveness requirements.

A.21. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN: The posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. A BEP GOAL is NOT APPLICABLE TO THIS RFP.

-END OF INSTRUCTIONS-

B. SELECTION OF VENDOR

B.1. The State may award to the most responsive and responsible Offeror whose Offer best meets the below criteria.

B.2. The State determines how well Offers meet the responsiveness requirements. The State ranks Offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for price evaluation and award.

B.3. If the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.

B.4. Elements of responsiveness that the State evaluates, will be identified in the RFP as evaluation criteria that does not fall under mandatory criteria requirements. Criteria will be evaluated on a point system.

B.4.1. The total number of points for responsiveness is 2,555.

B.4.2. **Responsiveness and Reference Elements Chart:**

Responsiveness Elements	**Points**
Technical Approach (TA)	1,500
Experience (EX)	400
Information Technology (IT)	340
Vendor Capacity (VC)	240
Subtotal	**2,480**
References	75
Grand Total Responsiveness Points	**2,555**

B.5. The total number of points for Price is **520**. The State will determine Price points applicable criteria such as market value or using the following formula:

Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points

B.6. The maximum number of points is **3,075** (Responsiveness 2,555 + Price 520).

STATE OF ILLINOIS
OFFER TO THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH

C. Project Title /# IDPH POC HIV AIDS Medication Dispensing RFP

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

C.1. **SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

C.2. **ADDENDA:** Offeror acknowledges receipt of all addenda to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

C.3. **OFFER SUBMISSION:** Offeror is submitting the correct number of packets, in a properly labeled email(s), to the correct RFP contact, and by the due date and time.

☐ Yes ☐ No

C.4. **FORMS A or FORMS B:** Offeror is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

C.5. **BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

C.6. **SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A

C.7. **PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

☐ Yes ☐ No

C.7.1	Offeror's Proposed Solution to Meet the State's Requirements	☐ Yes ☐ No
C.7.2	Milestones and Deliverables	☐ Yes ☐ No
C.7.3	Offeror/Staff Specifications	☐ Yes ☐ No
C.7.4	Transportation and Delivery Terms	☐ Yes ☐ No ☐ N/A
C.7.5	Where Services Are to Be Performed	☐ Yes ☐ No ☐ N/A

C.8. PACKET 2 – PRICING - Must be submitted in separate submission email.

☐ Yes ☐ No

C.9. PACKET 3 – OFFER

☐ Yes ☐ No

C.10.1	Offer	☐ Yes ☐ No
C.10.2	Exceptions to Solicitation Contract Terms and Conditions	☐ Yes ☐ No ☐ N/A
C.10.3	Supplemental Provisions	☐ Yes ☐ No ☐ N/A
C.10.4	Subcontractor Disclosures	☐ Yes ☐ No ☐ N/A
C.10.5	References	☐ Yes ☐ No ☐ N/A

C.10. PACKET 4 – FORMS A

☐ Yes ☐ No

C.11.1	Business and Directory Information	☐ Yes ☐ No
C.11.2	Illinois Department of Human Rights Public Contracts Number	☐ Yes ☐ No
C.11.3	Standard Certifications	☐ Yes ☐ No
C.11.4	Disclosure of Business Operations in Iran	☐ Yes ☐ No
C.11.5	Financial Disclosures and Conflicts of Interest	☐ Yes ☐ No
C.11.6	Taxpayer Identification Number	☐ Yes ☐ No

C.11. PACKET 4 – FORMS B

☐ Yes ☐ No

C.12.1	Illinois Procurement Gateway Registration # with expiration date	☐ Yes ☐ No

C.12.2	Certifications Timely to this Solicitation	☐ Yes ☐ No
C.12.3	Disclosures of Lobbyists and Pending Contracts	☐ Yes ☐ No

C.12. PACKET 5 – BEP UTILIZATION PLAN

C.14.1	Does this solicitation contain a BEP goal?	☐ Yes ☐ No
C.14.2	Minorities, Women, Persons with Disabilities Participation and Utilization Plan	☐ Yes ☐ No ☐ N/A

Signature of Authorized Representative: _____

Printed Name of Signatory: Click here to enter text.

Offeror's Name: Click here to enter text.

Date: Click here to enter a date.

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: The Illinois Department of Public Health is seeking to establish a contract for the purpose of acquiring the services of a single dispensing pharmacy contractor, under the guidelines provided in the Veteran's Health Care Act of 1992, 42 U.S.C.A §256b. The Agency is utilizing this form of agreement to access eligibility for Public Health Service Pricing (PHS) under the Veteran's Health Care Act of 1992, 42 U.S.C.A. §256(a)(4)(C) as a "covered entity"; as well as pharmacy benefit management entity to coordinate a statewide network of pharmacies. This entitles ADAP to prices no higher than those calculated under the Veteran's Health Care Act of 1992, 42 U.S.C.A §256b(a)(1), which is based on the rebate required under the Medicaid Act, at U.S.C.A §1396r-8(c)(1) and the "best price" definition at 42 U.S.C.A §1396r-8(c)(1)(C). The Agency seeks to solicit Offerors that are a licensed pharmacy in good standing with the appropriate State Licensing Agency and a licensed Illinois Medicaid provider with the Illinois Department of Healthcare and Family Services that will enable the Agency to select the most qualified vendor to provide pharmacy and pharmacy-related services, including pharmacy benefit management services for Illinois' AIDS Drug Assistance Program (ADAP) and other dispensing programs within IDPH's HIV Section Programs.

D.2. SUPPLIES AND/OR SERVICES REQUIRED: Each section of D.2 (D.2.1 – D.2.25) is a mandatory requirement. Offeror shall agree to comply with all mandatory requirements:

D.2.1. Offeror shall act as an ordering/dispensing/shipping agent for the Agency and must provide statewide access and distribution of pharmaceutical medications contained on the Agency's approved ADAP and PrEP formularies (Attachment 1 and 2 respectively) to enrolled clients that are either uninsured or insured. Access and distribution must include:

D.2.1.1. All drug categories that are outlined by the United States Department of Health and Human Services and Office of Pharmacy Affairs (OPA) within the Health Resources and Administration Services Bureau respectively. (Adolescent and Adult HIV/AIDS Treatment Guidelines and https://www.hrsa.gov/opa/340b-opais/index.html) including at a minimum:

D.2.1.1.1. HIV Medications and Treatments. Drug database, antiretroviral, and treatment definitions. Maintained by HHS's AIDSInfo.

D.2.1.1.2. Glossary: http://www.aidsinfo.nih.gov/education-materials/glossary

D.2.1.1.3. Drug Database: http://www.aidsinfo.nih.gov/drugs

D.2.1.2. Capacity to adjust access to drugs within 48 hours from any formulary changes by the Agency.

D.2.1.3. Operation and management of two systems of pharmaceutical medication distribution to clients, including a ***mail-order service option***, and ***a statewide network of full-service pharmacy sites,*** that have capacity to communicate between systems. Each medication distribution system must meet all requirements of the RFP unless specifically stated otherwise.

D.2.1.4. Receipt of medication prescriptions transmission in a secure and electronic format in accordance with all state and federal laws and guidelines related to transmitting prescriptions for medication dispenses.

D.2.1.5. Review of all prescriptions dispensed under this contract at least monthly to assure compliance with contract and appropriateness with Agency prescribing guidelines and eligibility of clients receiving services. Prescriptions dispensed outside these parameters may be the responsibility of the vendor.

D.2.2. Offeror must provide Statewide accessibility to HIV-related pharmaceuticals medications for clients enrolled in ADAP and other medication assistant programs sponsored by the IDPH HIV/AIDS Section (PrEP and nPEP formulary approved drugs); Offeror must at a minimum:

D.2.2.1. Apply and provide contractually required deliverable procedures for any additional medication projects added as determined by the Agency.

D.2.2.2. Track and differentiate the associated processes and billing for ADAP approved drugs, PrEP and nPEP approved drugs as required by Agency policy.

D.2.2.3. Track daily ineligible lists and do not pay for ineligible charges, such as non-formulary medications, or paying claims for inactive or ineligible ADAP, PrEP, and nPEP clients. Charges for ineligible services or medications shall not be passed on to the Agency.

D.2.2.4. Track, coordinate and bill all ADAP, PrEP, and nPEP client cost-share payments, in accordance with applicable law, and do not collect 340B partial pay rebates for any payments where Illinois ADAP participates in payment process. Illinois ADAP reserves the exclusive right to all available 340B partial pay rebates from the transactions in which ADAP participates as a payer of insurance out of pocket payments on behalf of ADAP enrollees. Resource links for federal legislative formulary dispensing guidance include:
https://www.hrsa.gov/opa/340b-opais/index.html
Adolescent and Adult HIV/AIDS Treatment Guidelines

D.2.3. Offeror must screen for other insurance benefit homes or programs that a client may be enrolled in and exhaust all means of prescription claim payment with ADAP and other drug sponsored program so the Agency is the final payer and remains the ***payer of last resort as required by federal law***. Once client insurance benefits have been screened (primary, secondary, tertiary), Offeror must:

D.2.3.1. Coordinate coverage and benefits with other health insurance providers to ensure that applicable expenditures are credited toward meeting the client's out-of-pocket expenditure requirements of the health insurance plan.

D.2.3.2. Bill third-party payers when clients are found to be retro-eligible for other insurance benefit programs to ensure the Department is the payer-of-last-resort.

D.2.3.3. Coordinate with Medicare, Medicaid, and private and commercial insurance carriers, including management of secondary claims and communication to the True-Out-Of-

Pocket (TrOOP) Medicare Part D facilitator for the coordination of benefit payments made by ADAP and other drug sponsored programs for patient's out-of-pocket expenditures. This includes participating in data sharing with CMS and maintaining an ADAP-specific unique Prescription Benefit International Number (RxBIN) and a unique Pharmacy Benefit Processor Control Number (PCN) to code for coverage that is supplemental to Medicare Part D.

D.2.3.4. Notify ADAP and/or the HIV Section staff electronically or by phone within one (1) business days of other coverage that is identified by the vendor, and document notification.

D.2.4. Offeror must follow requirements for payment of claims and other related insurance costs and reimbursement including:

D.2.4.1. Ensure health insurance co-payment, deductible, and co-insurance costs are paid at time of prescription purchase for Insurance Assistance clients. The insurance costs shall be passed on to the Agency without markup or fees.

D.2.4.2. Provide for electronic claims processing that allows pharmacies to do online adjudication and split billing, such that pharmacies and/or clients are not required to submit manual claims for secondary payers.

D.2.4.3. Process point-of-sale pharmaceutical purchases from network pharmacies, including identification of and payment of health insurance plan transactions as deductible, co-insurance, and/or co-payment amounts.

D.2.4.4. Provide payment to network pharmacies, if applicable, on a regular basis and in accordance with guidance and standards from the National Council for Prescription Drug Programs (NCPDP) https://www.ncpdp.org.

D.2.4.5. Track and reconcile multiple payer sources and provide billing services to include at a minimum:

D.2.4.5.1. Split billing,

D.2.4.5.2. Back-billing,

D.2.4.5.3. Delayed billing when awaiting determination of co-payment responsibility, and

D.2.4.5.4. Invalid claims and overpayment restitution (restitution is not required if invalid claim or overpayment is the result of inaccurate or untimely information provided by the Agency).

D.2.4.5.5. Ability to operate continuously and administer approved payments without interruption for up to 120 days without reimbursement from the State or if the State's reimbursements are delayed.

D.2.5. Offeror must adjudicate pharmaceutical-related claims and perform drug utilization management which includes collection, analytics and reporting of data on pharmaceutical medications dispensed for uninsured and insurance-related claims and real time dispensing and claim data.

D.2.6. Offeror must monitor and ensure all pharmacy and/or pharmacists provide guidance to prevent any potentially harmful drug interactions in connection with prescriptions filled for clients and adherence counseling in accordance with Inappropriate Antiretroviral Therapies outline by the FDA.

D.2.7. Offeror must provide a method and written protocol to receive unclaimed medications, allowing for shipment back to facility for appropriate destruction of unutilized/unclaimed drugs at no charge to the State.

D.2.8. Offeror must create, implement, and manage contractual agreements for the full-service pharmacy site statewide network that requires the pharmacies to operate in compliance with applicable federal and state service standards and Agency guidelines and requirements within this RFP and resulting contract. Guidance links include: https://www.hrsa.gov/opa/340b-opais/index.html; https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/Medicaid-Integrity-Program/Education/Pharmacy-Toolkits; https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1318&ChapterID=24

The full-service pharmacy network may include:

D.2.8.1. Over the counter (chain store and independent pharmacies).

D.2.8.2. Institutional (i.e., University based hospitals, county hospitals, Health Maintenance Organizations;

D.2.8.3. Specialty (i.e., HIV targeted services).

D.2.9. Offeror must use for the statewide network of full-full-service pharmacy sites, "*point of sale*" distribution system.

D.2.10. Offeror must not allow any network pharmacy to function as a 340B pharmacy for these services. If a pharmacy is a 340B contracted pharmacy under another entity, then pharmacy must submit written documentation that it attests its drug stock will not be used for HIV approved participants and it is not double dipping for rebate dollars. 340B Rebate dollar rights are exclusive to the Agency. https://www.hrsa.gov/opa/340b-opais/index.html

D.2.11. Offeror must provide to clients using the full-service pharmacy site statewide network an ADAP insurance card that is managed by the vendor and accepted at all network pharmacies across the State of Illinois.

D.2.12. Offeror must monitor full-service pharmacy sites to ensure all services are provided in accordance with applicable state and federal law. This shall include at a minimum:

D.2.12.1. Notify Agency if a pharmacy provider does not meet the Offeror's service, inventory, and timeliness standards, to discuss and determine with Agency approval whether the pharmacy provider should be allowed to enter or stay in the pharmacy network.

D.2.12.2. Inform Agency when there are changes in the pharmacy network and notify Agency within one (1) business day when there are problems or emergent situations.

D.2.12.3. Communicate at least monthly with pharmacies in the network to inform them of program issues, such as formulary updates, changes in how ADAP interacts with insurance companies or other government payers, and other relevant issues. Include ADAP staff on all communications that go to the pharmacy network.

D.2.12.4. For each network pharmacy, track and complete monthly an Individual Network Pharmacy Utilization Report by client served, the medications dispensed, and identify medications dispensed by National Drug Code (NDC), the cost per medication and billing information https://www.fda.gov/drugs/drug-approvals-and-databases/national-drug-code-directory. Each report must include at a minimum the following:

D.2.12.4.1. Client ID number
D.2.12.4.2. NDC number
D.2.12.4.3. Drug name (or description)
D.2.12.4.4. Drug code
D.2.12.4.5. Category
D.2.12.4.6. Claim count
D.2.12.4.7. Average days
D.2.12.4.8. Average quantity
D.2.12.4.9. Total quantity
D.2.12.4.10. Average paid
D.2.12.4.11. Total paid
D.2.12.4.12. Total copay
D.2.12.4.13. Total brand
D.2.12.4.14. Total generic

D.2.13. The Offeror's mail-order option for medication distribution shall be utilized when a client requests dispensing to the client's Illinois residence. Clients can be either insured or uninsured. Mail-order distribution must have overnight shipping capability for newly enrolled Agency clients (or upon request of Agency staff), and may include the following types of pharmacies:

D.2.13.1. Over-the-counter (chain store and independent pharmacies);

D.2.13.2. Institutional (i.e., University based hospitals, county hospitals, Health Maintenance Organizations;

D.2.13.3. Specialty (i.e., HIV targeted services).

D.2.14. Offeror must work with State Master contract approved wholesale vendor to purchase and distribute medications to uninsured clients requesting mail order service (Ship-To/Bill-To model) to their residences as required by applicable state and federal law.

D.2.15. Offeror must use in the mail-order service option, the Agency as the "*bill to address*" and the location of the Contract Pharmacy as the "*ship to address*" for those patients whose medication is covered under the 340B model.

D.2.16. Offeror must have procedures in place to dispense medications and monitor and maintain a scheduled shipment plan for each client for all refills. Dispensing and shipments cannot be less than 21 days apart for those clients electing mail order prescription delivery. Any drugs dispensed outside the Agency guidelines or to clients outside the state without the permission of the Agency will be the responsibility of the Offeror. Procedures must include at a minimum:

D.2.16.1. Notification of all clients prior to shipment and informing the clients if the scheduled shipment will not be delivered by the scheduled shipment interval.

D.2.16.2. Ensure mail order prescriptions medications are shipped within 2 days of receipt of a prescription, unless overnight is requested by Agency staff.

D.2.16.3. Overnight carrier shipment for all new prescriptions to participants of the Agency within the State of Illinois. Saturday delivery is not required.

D.2.16.4. Ship with prior authorization from the Department, refills to participants who are temporarily [three (3) months or less] located anywhere in the continental United States, at no additional cost to Agency.

D.2.16.5. For new Agency clients, dispense medications within 2 business day once they have received the eligibility file from the Agency, received a prescription from the client's provider and contacted the client.

D.2.16.6. For existing Agency clients, contact the client and provider, if necessary, and dispense medications prior to the next refill date with sufficient time for pick up or delivery to the client.

D.2.16.7. Expedite shipments if an urgent need is identified by the Agency, a client, or provider.

D.2.16.8. Ensure delivery deadlines are met and have follow-up procedures to correct problems when deadlines are not met.

D.2.16.9. Provide monitoring on all refill prescriptions using the mail-order option.

D.2.16.10. Provide "blister (bubble) package" medication when requested from prescribing medical provider.

D.2.16.11. Provide monthly Mail Order Billing report

D.2.17. Offeror must provide and maintain an electronic inventory tracking system for mail-order prescription dispensing in real time and provide a monthly Mail-Order Virtual inventory Report to Agency for reconciliation. The inventory is a virtual inventory; therefore, coverage for shrinkage will be the responsibility of the vendor. All inventory adjustments must be made within 60 days, following approval of the Mail Order Virtual Inventory Report by the Agency. The electronic inventory system must have at a minimum:

D.2.17.1. Ability to electronically transfer and manage client demographic, eligibility, and medication information via a password-protected format, which meets Agency, State and Federal security standards.

D.2.17.2. Capacity to receive and process claims data; create reports; and transfer data securely.

D.2.17.3. Ability to provide and maintain secure and confidential communications on all claims, product cost, individual prescription history, and client demographics.

D.2.17.4. Ability to receive, track, and store the Agency inventory equivalent to a maximum of two (2) months' supply (approximately 4 to 5 million units or a value of $6-7 million).

D.2.17.5. Capacity to prepare, dispense, and track a minimal volume of 47,500 prescriptions per month using bar code tracking for dispensing of Agency drugs.

D.2.17.6. A maximum turn-around time of less than 48 hours (2-business days) for all prescriptions.

D.2.18. Offeror must provide client basic treatment adherence counseling at each prescription medication fill and refill. Services must include:

D.2.18.1. Contact ADAP, PrEP and nPEP enrollees, healthcare providers, and case managers to identify and assist individuals who are not taking medications as prescribed by the physician (e.g., reducing dosage or discontinuing a medication without consultation with the physician).

D.2.18.2. Assist the individual with adherence to complex regimens and to determine when each prescription refill is needed to ensure that the individual does not accumulate excess medications.

D.2.18.3. Patient contact and pharmacy support services for all ADAP, PrEP, and nPEP enrolled individuals receiving medications regardless of the purchase method for the medications.

D.2.19. Offeror must have minimum business hours of 7:00 A.M. to 7:00 P.M. C.S.T., Monday through Friday, and 8:00 A.M. to 12 PM (Noon) on Saturdays, including national and state holidays. Hours of operation may be extended upon agreement of both parties.

D.2.20. Offeror must provide customer service specifically targeted for Illinois HIV medication dispensing services, which shall include at a minimum:

D.2.20.1. A call center of excellence for HIV positive clients, medical providers, and social service support staff.

D.2.20.2. Customer service representative (CSR) call response teams that have content expertise on Agency dispensing protocol and access to current client eligibility status and billing information to support accurate information exchange during every medication contact request between the client and the CSR.

D.2.20.3. Regular and ongoing quality assurance trainings with CSR, and upon request by the Agency. Train all CSR on recording customer service calls for quality assurance, including identifying that calls are recorded to all participants. Training material and schedule shall be submitted to the Agency for review and approval prior to implementation.

D.2.20.4. A state-wide toll-free help line phone number for clients to access medication counseling, pharmacy support services and request prescription refills available from 7:00 a.m. to 7:00 p.m. CST Monday – Friday and 8:00 a.m. to 12:00 p.m. CST on Saturdays including national and state holidays.

D.2.20.5. A state-wide 24-hour toll-free telephone number for medical providers to call in prescriptions available seven days a week including national and state holidays.

D.2.20.6. A state-wide toll-free phone number or numbers for medical providers, mail order supplier and network pharmacies to provide medication dispensing guidance and assistance with dispensing disputes and resolutions.

D.2.20.7. Pharmacists who initiate quality and dispensing issue communications with prescribing physician and/or client on all matters that, in the professional judgment of the pharmacist, warrant such communication.

D.2.20.8. Recording, tracking, and providing Call Center Activity Reports on activity statistics by providers and clients.

D.2.20.9. Providing clients and medical providers with an incident reporting process and form to lodge complaints regarding pharmacy medication dispensing issues. The incident

report process must include regular Agency notification of all incident reports and resolutions.

D.2.20.10. Serving as content expert and provide technical support to all stakeholders under the contract on inquiries and concerns regarding the various types of claims, eligibility, benefit administration and other information related to the medication dispensing services.

D.2.20.11. Serving as advisor, content expert and/or cooperation with the formulary advisory committee, the Illinois HIV Integrated Planning Council, and state and federal grant officials as requested by the Agency.

D.2.20.12. Call response time of no less than one (1) business day to calls or inquiries from Agency staff.

D.2.20.13. Providing language services for clients including at a minimum:

D.2.20.13.1. Supply prescription labels

D.2.20.13.2. Medication instructions.

D.2.20.13.3. Brochures, and literature in Spanish or other languages upon request.

D.2.20.13.4. Communication with all clients in Spanish or other languages upon request.

D.2.20.13.5. Dedicated line for TTY (text telephone) communications with deaf and hard of hearing clients.

D.2.20.13.6. Informing program participants of language service availability during every phone contact made.

D.2.20.13.7. Ensure all literature provided by the vendor is available in Spanish.

D.2.21. Offeror must comply with the Health Insurance Portability and Accounting Act (HIPAA), and establish a HIPAA business partnership agreement with the Agency/ADAP upon award of contract. Electronic Health Care Transactions and Code Sets standards (codified at 45 C.F.R. Part 160, 162), have implemented the guidelines for a covered entity as a health care provider or health plan and meet the HIPAA guidelines for implementation.

D.2.22. Offeror must comply with the Illinois AIDS Confidentiality Act, 410 ILCS 305 relating to confidentiality of medical information for all applicable contract requirements.

D.2.23. Offeror must provide and use an electronic claims system to meet requirements of the ADAP, PrEP and nPEP medication dispensing services. The system must have the capability for secure transmission of confidential client information through SFTP protocol and ability to interface through Provide Enterprise software provided by Groupware Technologies Inc. (GTI) or any Agency approved software system. Offeror system must include:

D.2.23.1. Ability to electronically transfer and manage client demographic, eligibility, and medication information via a password-protected format, which meets Agency, State and Federal security standards.

D.2.23.2. Capacity to receive and process claims data; create reports; and transfer data securely.

D.2.23.3. Ability to provide and maintain secure and confidential communications on all claims, product cost, individual prescription history, and client demographics.

D.2.23.4. Ability to accept and update electronic file imports that includes the daily eligibility records and have files operational no later than 7:00 a.m. CST daily. The formats shall be mutually agreed upon by the Agency and the selected vendor.

D.2.23.5. Ability to coordinate payment Information on at least four third party insurance carriers to ensure ADAP is payer-of-last resort.

D.2.23.6. Ability to track and report on information regarding where client medications are to be shipped including updates to the Agency on all changes to client shipping addresses.

D.2.23.7. Ability to transfer and accomplish any ad hoc data exchanges to the ADAP and HRSA at the direction of the Agency.

D.2.23.8. Regular maintenance and upgrade capability to interface with the Agency's ADAP data software system and at the request of the Agency. Costs for vendor system updates, enhancements, programming, and maintenance for transmission of confidential client information shall be the responsibility of the vendor.

D.2.23.9. Ability to provide remote access to ADAP staff as directed by the Agency for training and capacity building purposes.

D.2.23.10. Ability to notify network pharmacies daily of client eligibility status, including new and terminated ADAP, PrEP and nPEP members.

D.2.23.11. Ability to provide monthly drug utilization reports to the Agency.

D.2.23.12. Ability to provide all data required for 340B rebating procedures at the client level when appropriate and requested by the Agency.

D.2.24. Offeror must meet all tracking, monitoring, and reporting requirements as defined by the Agency. All reports must differentiate between direct cost and cost share medications. Reports on medication dispensing services must be in Agency approved formats, and includes at a minimum the following:

D.2.24.1. Drug Usage by Manufacturer Report: This report is due quarterly and shall include at a minimum:

D.2.24.1.1. Name of Manufacturer
D.2.24.1.2. NDC Number
D.2.24.1.3. Drug Name
D.2.24.1.4. Quantity (units)
D.2.24.1.5. RX Count (or # of claims prescriptions)
D.2.24.1.6. Total cost
D.2.24.1.7. Average cost

D.2.24.2. Pharmacy Network Summary Report: This report must summarize all network pharmacies utilization and is due quarterly and shall include at a minimum:

D.2.24.2.1.1. NABP number (Nat. Assoc. Brd. Phar)
D.2.24.2.1.2. Pharmacy name
D.2.24.2.1.3. Claims
D.2.24.2.1.4. Ingredient cost
D.2.24.2.1.5. Copay
D.2.24.2.1.6. Dispensing fee
D.2.24.2.1.7. Amount billed
D.2.24.2.1.8. Total public health service pharmacy
D.2.24.2.1.9. Total retail pharmacy
D.2.24.2.1.10. Total mail order

D.2.24.3. Drugs by Unduplicated Client Report: This report is due monthly and annually, and shall include at a minimum:

D.2.24.3.1.1. Drug name
D.2.24.3.1.2. Number of users (unduplicated client count per drug)
D.2.24.3.1.3. Total cost drug cost paid by insurance plan.

D.2.24.4. Antiretroviral Adherence Report: This report is due with monthly invoice and shall include a list of clients who were late or missed picking up refills.

D.2.24.5. Monthly Mail Order Virtual Inventory Report

D.2.24.6. Agency Ad Hoc Reports as requested

D.2.25. Offeror must have a Business Continuity Plan and be ready to implement it as needed. The Business Continuity Plan is an essential component of assuring continuation of pharmaceutical services for HIV-

infected individuals receiving drugs and treatments through ADAP, PrEP, and nPEP. The Business Continuity Plan must include at a minimum:

D.2.25.1. Emergency type descriptions and scenario plans.

D.2.25.2. Emergency response preparedness levels dependent on the severity of the situation.

D.2.25.3. Provision for an emergency supply of drugs, to clients throughout the state via a back-up delivery plan including a provision to meet the client's need for at least two refills.

D.2.26. Offeror must work collaboratively to plan and ensure transition between vendors without interruption of services**.**

D.2.26.1. Incoming Transition: The Vendor shall ensure that it will be ready to begin to dispense and deliver covered medications, as described in this RFP, to eligible clients effective upon Contract execution. The Vendor shall ensure the transition from the incumbent vendor is without any interruption of services to the Program's clients or the Program.

D.2.26.1.1. The Vendor shall submit an Onboarding Transition Plan to Agency for approval.

D.2.26.1.2. Vendor shall implement approved Onboarding Transition Plan.

D.2.26.2. Outgoing Transition: The Vendor shall ensure that the transition to a successor Vendor will be without any interruption of services to the Program's clients or the Program. The Vendor shall provide all material necessary to the Program and/or the successor Vendor, including but not limited to, prescriptions, prescription information, dispensing history, and client level data at least sixty (60) days before implementation of services by the new contracted Vendor, unless otherwise directed by the Agency.

D.2.27. **Offeror must agree to and confirm in writing with proposal submission that Offeror has capacity and will comply with all mandatory requirements in Section D.2.**

Offeror agrees Offeror can and will comply with all mandatory requirements in Section D.2

Yes No

Offeror Authorized Representative Signature: _____

Printed Name:_____

Date:_____

D.3. MILESTONES AND DELIVERABLES: Each section of D.3 (D.3.1 – D.3.9) is a mandatory requirement. Offeror shall agree to comply with all mandatory requirements. Project milestone and deliverable timelines may be negotiated with the successful Vendor upon agreement of both parties:

D.3.1. Submit On-Boarding Transition Plan to Agency for approval no later than 10 business days after contract execution.

D.3.2. Begin implementation of approved On-Boarding Transition Plan to have medication dispense and delivery services to eligible clients effective upon Agency approval of the plan.

D.3.3. Submit Business Continuity Plan to Agency for approval no later than 15 business days after contract execution. Be prepared to implement approved plans as needed.

D.3.4. Submit Staffing and Training Plan to Agency for approval no later than 15 business days after contract execution. Be prepared to implement approved plans as needed.

D.3.5. Submit the following monthly reports by the 15th day of the month:
- D.3.5.1. Drugs by Total Paid Report
- D.3.5.2. Drug by Unduplicated Client Report
- D.3.5.3. Antiretroviral Adherence Report
- D.3.5.4. Individual Network Pharmacy Utilization Report
- D.3.5.5. Mail Order Virtual Inventory Report
- D.3.5.6. Mail Order Billing Report
- D.3.5.7. Call Center Activity Report
- D.3.5.8. Incident Report

D.3.6. Submit the following quarterly reports no later than 15 business days following the end of each quarter:
- D.3.6.1. Drug Usage by Manufacturer Report
- D.3.6.2. Pharmacy Network Summary Report

D.3.7. Submit the following annual reports no later than the last business day of April:
- D.3.7.1. Annual Call Center Activity Report
- D.3.7.2. Annual Incident Report

D.3.8. Submit Ad Hoc reports as requested by the Agency, but no later than 10 business days after the request unless agreed upon by both parties.

D.3.9. **Offeror must agree to and confirm in writing with proposal submission that Offeror has the capacity and will comply with all mandatory requirements in Section D.3.**
Offeror agrees Offeror can and will comply with all mandatory requirements in Section D.3

Yes No

Offeror Authorized Representative Signature: _____

Printed Name:_____

Date:_____

D.4. OFFEROR / STAFF SPECIFICATIONS: Each section of D.4 (D.4.1 – D.4.6) is a mandatory requirement. Offeror shall agree to comply with all mandatory requirements.

D.4.1. Offeror must be a licensed pharmacy in good standing with the appropriate State Licensing Agency and must be a licensed Illinois Medicaid provider with Illinois Department of Healthcare and Family Service (Or able to secure the ability to be a licensed Medicaid Provider).

D.4.2. Offeror must have three (5) years' experience in pharmacy benefits management or prescription drug point of sale processing and working with a large pharmacy network, including pharmacies which have customers with multiple payment sources.

D.4.3. Offeror must possess (5 years) experience providing oversight and management of a 340B pricing agent on behalf of a state entity, with emphasis on inventory management/billing/reporting in a virtual setting.

D.4.4. The Offeror must have the following key staff:

D.4.4.1. **Project Manager**: The Offeror shall identify a Project Manager who shall be the primary contact person for the Program's Contract Administrator in discussing all aspects of the contract. The Project Manager shall be the Offeror's Contract Administrator unless the Offeror assigns that responsibility to another staff member. The Project Manager shall have at least five (5) years of experience providing the same or similar management services on similar projects. The Offeror must also ensure that an alternate person is always available when the Project Manager is unavailable. The Project Manager shall at a minimum:

D.4.4.1.1. Be responsible for contract monitoring and corrective action;
D.4.4.1.2. Attend, lead, and prepare materials for meetings as requested;
D.4.4.1.3. Ensure all necessary operational components are completed prior to going live;
D.4.4.1.4. Troubleshoot and correct problems after going live; and
D.4.4.1.5. Deliver required documents to the Division in a timely and appropriate manner.

D.4.4.2. **Daily Operations Manager**: The Offeror must have a Daily Operations Manager who shall be the primary contact person for the Division staff in discussing daily operations. The Daily Operations Manager shall have at least four (4) years of experience providing the same or similar management services on similar projects. The Offeror must also ensure that an alternate person is always available when the Daily Operations Manager is unavailable. The Daily Operations Manager shall at a minimum:

D.4.4.2.1. Communicate with the Division staff on an ongoing basis about daily operations;

D.4.4.2.2. Act as a liaison between the Division, clients, clinicians, and the pharmacy staff as needed;

D.4.4.2.3. Respond to requests and resolve issues as needed in a timely manner; and

D.4.4.2.4. Work with the Division staff regularly to ensure consistency and efficiency.

D.4.4.3. **Technology Manager**: The Offeror must have a Technology Manager who shall provide technical information needed to establish secure electronic communications and meet all reporting requirements. The Technology Manager must have at least four (4) years of experience establishing secure communications and meeting similar reporting requirements. The Offeror must also ensure that an alternate person is always available when the Technology Manager is unavailable.

D.4.4.4. **Lead Pharmacist**: The Offeror must have a Lead Pharmacist who shall provide the expertise needed to establish efficient dispensing pharmacy services. The Lead Pharmacist must have at least four (4) years of experience providing the same or similar services on similar projects. The Lead Pharmacist must be trained and experienced as a provider of medication services for complex medication regimens to persons with HIV disease. The Offeror must also ensure that an alternate person is always available when the Lead Pharmacist is unavailable.

D.4.4.5. **Pharmacists/Pharmacy Technicians:** The Offeror must have an adequate number of licensed registered pharmacists and trained pharmacy technicians to support the workload and deliverables of the contract. All pharmacists must be licensed by, and in good standing with, the Illinois Pharmacy Board.

D.4.4.6. **Customer Service Personnel**: The Offeror must have dedicated Customer Service Representatives in adequate numbers to meet the requirements of the contract without delays or loss of services to ensure all clients receive medications accurately and timely in accordance with State and Federal Laws. The customer service representative team must include at a minimum;

D.4.4.6.1. Bilingual staff to assist the needs of the Spanish-speaking only individuals.

D.4.4.6.2. Insurance and billing specialists to address billing needs for services to 9,500 clients monthly. for the Illinois ADAP services.

D.4.4.7. **Curriculum Vitae**: The Offeror must include in its proposal curriculum vitae for the individuals that will serve as the Project Manager, Daily Operations Manager, Technology Manager and Lead Pharmacist positions listed above and any other essential personnel.

D.4.5. Offeror shall create and maintain a Staffing and Training Plan to ensure personnel requirements are met. Plan should include at a minimum:

D.4.5.1.1. The number of full-time and part-time licensed pharmacists proposed;
D.4.5.1.2. The number of full-time and part-time licensed pharmacy technicians proposed;
D.4.5.1.3. The number of customer service representatives proposed;
D.4.5.1.4. The number of bilingual customer service representatives proposed;
D.4.5.1.5. The number of customer representatives trained specifically in public health programs such as ADAP;
D.4.5.1.6. The overall experience level and special training of the staff described above;
D.4.5.1.7. Training plans for customer service representatives on eligibility status, dispensing protocol, call recording and quality assurance at a minimum.
D.4.5.1.8. Plan for seasonal and other variations in the demand for services.

D.4.6. **Offeror must agree to and confirm in writing with proposal submission that Offeror has the capacity and will comply with all mandatory requirements in Section D.4.**

Offeror agrees Offeror can and will comply with all mandatory requirements in Section D.4

Yes **No**

Offeror Authorized Representative Signature: _____

Printed Name:_____

Date:_____

D.5. TRANSPORTATION AND DELIVERY TERMS: Offeror must adhere to all delivery requirements and timelines for dispensing medications as listed in Section D.2 thro of this RFP.

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format:

Offeror shall provide written affirmation of agreement to comply with all mandatory sections of the RFP, respond to the following desirables in the chart below and also include any other additional information on how Offeror intends to meet mandatory requirements in Sections D.2, D.3 and D.4.

DESIRABLE REQUIREMENT RESPONSES		
Please ensure OFFEROR's narrative responses to DESIRABLES are entered in the Template provided below or a comparable Microsoft WORD or PDF File.		
#/CATEGORY	**DESIRABLE**	**OFFEROR'S RESPONSE**
D.2.1 d1/TA	Describe Offeror's structural operation and management of how the mail-order service option will be administered.	
D.2.1 d2/TA	Describe Offeror's structural operation and management of how the statewide network full-service pharmacy option will be administered.	

D.2.1 d3/TA	Explain in detail how both the mail-order and network pharmacy options will coordinate and collaborate on the dispensing pathways for Illinois enrolled clients.	
D.2.1 d4/TA	Describe Offeror's process to add new FDA approved drugs to both Offeror's dispensing structures, and the average timeframe to ensure newly approved drugs are accessible to Illinois clients.	
D.2.1 d4/TA	Describe in detail how Offeror's dispensing system securely transmits medication prescriptions from medical providers to the Offeror systems.	
D.2.1 d5/TA	Describe how the Offeror's system will monitor, track, and ensure all medications dispensed adhere to Agency's prescribing guidelines for eligible clients and include a process outline.	
D.2.2 d1/EX	Describe Offeror's experience with differentiate the dispensing and billing between medications that are dispensed for ADAP and PrEP/nPEP Programs, which result in separate billing invoices.	
D.2.3 d1/EX	Describe Offeror's experiencing ensure Agency is payer of last resort including experience with elements of Section D.2.3.	
D.2.4 d1/TA	Describe in detail how the Offeror tracks and reports on billing that accounts the client's insurance deductible/co-payment/or coinsurance for both the mail-order option and network pharmacy option.	
D.2.4 d2/IT	Explain how the Offeror's system tracks and reconciles multiple payer sources that require split billing and back billing for both the mail-order and network pharmacy options.	

D.2.6 d1/TA	Describe how Offeror plans to monitor, track, and resolve potentially harmful drug interactions for clients as outlined by the Inappropriate Antiretroviral Therapies outline by the FDA for both mail-order and networked pharmacy options.	
D.2.7 d1/TA	Explain how the Offeror's process for unclaimed medications to be shipped back to pharmacy facility for appropriate destruction.	
D.2.10 d1/TA	Explain how the Offeror's network pharmacies are activate within the network and screened to assure no 340B pharmacy will be allowed in network.	
D.2.12 d1/TA	Explain how Offeror's will monitor networked pharmacy sites and ensure all elements outlined in D.2.12 are met.	
D.2.12 d2/TA	Provides sample policy standard and describe process to ensure network pharmacies has timely protocol for medications inventory and restocking.	
D.2.12 d3/EX	Describe Offeror's experience monitoring network pharmacies for compliance with medication dispensing, inventory controls, and billing	
D.2.16 d1/TA	Explain how Offeror's mail-order system will comply with all elements of dispensing shipment requirements outlined in D.2.16.	
D.2.17 d1/IT	Provide at least 2 screen shots at a minimum of the Offeror's inventory tracking system that shows how virtual inventory is tracked in real time for the Mail-Order option and include descriptions of screen shot page(s).	
D.2.18 d1/TA	Explain in detail how the Offeror will provide treatment adherence counseling for clients being served by both the mail-order and the networked pharmacy systems.	

D.2.19 d1/VC	Describe Offeror's ability to conduct minimum required business during the required hours of operation of 7:00 AM to 7:00 PM CST, Monday through Friday, and 7:00 A.M. to noon on Saturdays, including national holidays and capacity to extend hours as needed.	
D.2.20 d1/TA	Describe in detail how the Offeror's customer services operation meets all requirements contained in Section D.2.20.	
D.2.20 d2/TA	Explain how Offeror intends to manage and monitor the quality and dispensing issue communications between the medical prescriber and pharmacy, including description of incident reporting process.	
D.2.20 d3/TA	Explain in detail how the Offeror intends to monitor, track, and resolve complaints/concerns, and detail how resolutions are reported back to the Agency.	
D.2.21 d1/TA	Describe Offeror's plan to ensure Health Insurance Portability and Accountability Act, Pub.L 104-491, 110 Stat. 1936, enacted August 21, 1996 requirements will be maintained including confidentiality of medical information, staff trainings provided, frequency of training updates and operational plan to maintain confidentiality of client information.	
D.2.22 d1/TA	Describe Offeror's plan to ensure the Illinois AIDS Confidentiality Act, 410 ILCS 305 requirements will be maintained including confidentiality of medical information, staff trainings provided, frequency of training updates and operational plan to maintain confidentiality of client information.	

D.2.23 d1/IT	Describe in detail the Offeror's electronic claims system and how the capability of the system to receive secure transmissions of client's confidential health information through a SFTP protocol, including an outline of how the claims system interface/bridge with other systems, such as the Agency's main data system.	
D.2.23 d2/IT	Explain how the Offeror's electronic claims system meets the requirements outlined in Section D.2.23.	
D.2.24 d1/TA	Provide a sample Medication Utilization Report and Antiretroviral Adherence Report.	
D.2.25 d1/VC	Provide a sample Business Continuity Plan that outlines how Offeror will ensure continuation of services.	
D.3 d1/VC	Explain Offeror's process to ensure timely submission of all required reports.	
D.4.2 d1/EX	Describe your company's five (5) years' experience in pharmacy benefits management or prescription drug point of sale processing and working with a large pharmacy network, including pharmacies which have customers with multiple payment sources; and how this network will be operationalized within Illinois.	
D.4.3 d1/EX	Describe your company's five (5) years' experience providing oversight and management of a 340B pricing agent on behalf of a state entity, with emphasis on inventory management / billing / reporting in a virtual setting for those clients uninsured. In your response illustrate how this ship to/bill to model will operate.	
D.4.5 d1/VC	Submit a staffing and training plan that outlines how Offeror will ensure personnel requirements are met.	

D.7. SUBCONTRACTING

D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive $50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.

D.7.3. Any subcontracts entered prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

D.8. WHERE SERVICES ARE TO BE PERFORMED

D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.

D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

D.8.3. Location where services will be performed: Click here to enter text.

D.8.4. Percentage of contract of services performed at this location: Click here to enter text.

Include Part D and related attachments in Packet 1

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer non-responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format: **See Attachment 3: Illinois HIV Medication Dispensing Fee Structure**. Complete fee structure for the first 5-year term and the 5-year renewal term.

E.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated.

E.3. EXPENSES ALLOWED: Expenses are not allowed.

E.4. DISCOUNT: The State may receive a Click here to enter text. % discount for payment within Click here to enter text. days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

E.6. OFFEROR'S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. Offeror's Price for the Initial Term: Click here to enter text.

E.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

E.6.2.1. Agency Formula for Determining Renewal Compensation: Renewal rate is determined by rates submitted with Attachment 3 Illinois HIV Medication Dispensing Fee Structure. Renewal rates may be modified at time of renewal upon agreement of both parties.

E.6.2.2. Offeror's Price for Renewal(s): Click here to enter text.

Include Section 2 Part E and related attachments in Packet 2 – Be Sure to EMAIL PRICING SEPARATE from other packets to RFP Contact.

SECTION 3.

F.1. TERM AND TERMINATION:

1.1. **TERM OF THIS CONTRACT**: This contract has an initial term of five (5) years from July 1, 2021 or upon the last dated execution signature, whichever is later to June 30, 2026. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of this contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years.

1.1.2. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

1.2. **RENEWAL**: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Five (5) year renewal in one, two- or three-year renewals or for the entire five-year renewal period.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This contract may neither renew automatically nor renew solely at the Vendor's option.

1.3. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this contract.

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

1.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

1.5. AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F.2. PAYMENT TERMS AND CONDITIONS:

2.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

2.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

2.3. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.

2.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL)and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://www2.illinois.gov/idol/Pages/default.aspx*) to ensure understanding of prevailing wage requirements.

2.5. **FEDERAL FUNDING**: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

2.6. **INVOICING**: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed, and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

F.3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. **SUBCONTRACTING**: For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State.

F.5. **AUDIT/RETENTION OF RECORDS**: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available

to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

F.6. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

F.7. **NO WAIVER OF RIGHTS**: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

F.8. **FORCE MAJEURE**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.

F.9. **CONFIDENTIAL INFORMATION**: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

F.10. **USE AND OWNERSHIP**: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

F.11. **INDEMNIFICATION AND LIABILITY**: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance;

(c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

F.12. **INSURANCE**: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

F.13. **INDEPENDENT CONTRACTOR**: Vendor shall act as an independent contractor and not an agent or employee of, or joint ventures with the State. All payments by the State shall be made on that basis.

F.14. **SOLICITATION AND EMPLOYMENT**: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

F.15. **COMPLIANCE WITH THE LAW**: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall follow applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses, and permissions necessary for the performance of this contract.

F.16. **BACKGROUND CHECK**: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees, or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.

F.17. **APPLICABLE LAW**:

17.1. **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

17.2. **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ADM. CODE 750.

17.3. **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

17.4. **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

F.18. **ANTI-TRUST ASSIGNMENT**: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

F.19. **CONTRACTUAL AUTHORITY**: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract.

F.20. **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

F.21. **NOTICES**: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

F.22. **MODIFICATIONS AND SURVIVAL**: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

F.23. **PERFORMANCE RECORD/SUSPENSION**: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

F.24. **FREEDOM OF INFORMATION ACT**: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

F.25. **SCHEDULE OF WORK**: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

F.26. **WARRANTIES FOR SUPPLIES AND SERVICES**

26.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and

State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.

26.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

26.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

F.27. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

F.28. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

G. Click here to enter text. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: Click here to enter text.), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL OFFEROR PROVISIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection**: State the new additional term or condition.

By: Click here to enter text.

Signed: _____

Position: Click here to enter text.

Date: Click here to enter text.

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

☒ Agency Definitions

Definitions, Acronyms and Abbreviations:

1. **340B**: The 340B Drug Pricing Program requires drug manufacturers to provide outpatient drugs to eligible health care organizations for eligible patients at significantly reduced prices. The 340B program is designed to provide a pricing benefit to safety-net providers. It is the intent of the program that providers use the savings to reinvest in their programs and enhance medical services to uninsured patients. The 340B program is administered by the Office of Pharmacy Affairs.
2. **ADAP (AIDS Drug Assistance Program)**: The Program that provides HIV medications to enrolled clients.
3. **Agency/Department**: The Illinois Department of Public Health.
4. **APP (ADAP Pharmacy Program)**: The sub-program within the Illinois ADAP that utilizes a direct purchase model for purchasing and dispensing medications.
5. **Bulk Delivery Site**: a clinic, agency, or healthcare facility that accepts medication deliveries on behalf of clients (typically greater than twelve clients), is able to provide appropriate storage of these medications, can interact with the Vendor on behalf of the client, and provides to the Vendor any relevant instructions about the medication delivery.
6. **Client:** an individual that meets all of the requirements for eligibility for the ADAP Program and has been enrolled in the Program.
7. **Client Served**: a client that has actually received medications that are on the Program's formulary.
8. **Clinician/Medical Provider/Prescriber**: a physician, physician's assistant, nurse practitioner, or other physician extender licensed in North Carolina to prescribe medications that are on the Program's formulary to a client.
9. **Delivery**: Medication arrives intact and successfully at the client's chosen address, that may include their personal address, a bulk delivery site, or an alternative address.
10. **Division**: Division of Infectious Disease within the Office of Health Protection.
11. **HAB (HIV/AIDS Bureau) and HRSA (Health Resources and Services Administration)**: The federal agencies within the U.S. Department of Health and Human Services that provide oversight for all AIDS Drug Assistance Programs.
12. **Mail/Parcel Delivery Services**: Entities that deliver in a reliable and timely manner and have the means to track all deliveries (e.g., United States Postal Service (USPS), United Parcel Service (UPS), FedEx, or other delivery service approved by the Program.
13. **nPEP (Occupational Post-Exposure Prophylaxis):** short-term treatment started as soon as possible after high-risk non-occupational exposure to an infectious agent, such as HIV. Non-occupational exposure refers to exposure to an infectious agent that occurs outside of one's work, for example during sex or when people share needles to inject drugs. The purpose of non-occupational post-exposure prophylaxis (nPEP) is to reduce the risk of infection.
14. **Office**: Office of Health Protection within the Illinois Department of Public Health.
15. **PrEP (Pre-exposure prophylaxis):** is a way for people who do not have HIV but who are at substantial risk of getting it to prevent HIV infection by taking a pill every day. PrEP is a medication that when used consistently,

has been shown to prevent HIV infection in someone who is exposed to HIV through unprotected sex or injection drug use.

16. **Program Formulary**: the list of medications that the Program covers (**see Attachment 1 and 2**).
17. **RFP**: Request for Proposal
18. **Resident**: an individual that currently lives in North Carolina and expects to remain for the immediate and foreseeable future.
19. **SPAP (State Pharmaceutical Assistance Program)**: A State program approved by the Centers for Medicaid and Medicare Services that uses State funds to help seniors and persons with disabilities pay their share of the cost of medications under a Medicare Part D Plan.
20. **State**: The State of Illinois and its agencies.
21. **Vendor**: A company, firm, corporation, partnership, individual, or pharmacy submitting a proposal in response to this RFP and providing services described in the RFP after award.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

☒ IDPH Business Associate Agreement (BAA) – see pages 48-54 - Sign and submit with proposal

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BA Agreement") is effective as [INSERT DATE], 2021 (the "Effective Date") by and between the Illinois Department of Public Health, 535 W. Jefferson Street, Springfield, Illinois 62761 ("Department") and [VENDOR] are each a "Party" and collectively the "Parties").

The Parties have entered into a Contract ("Contract") under which [VENDOR], uses and/or discloses Protected Health Information ("PHI") as these terms are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that is created, received, maintained or transmitted by [VENDOR] from or on behalf of the Department, in the notifying test recipients of the results of COVID 19 tests administered at mobile sites operated by the Illinois Emergency Management Agency in concert with the Illinois Department of Public Health (the "Services").

The Parties shall comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule") under the HIPAA. This BA agreement, in accordance with HIPAA, sets forth the terms and conditions pursuant to which PHI will be handled between the Parties and supersedes any business associate agreement previously in place between the Parties. The Parties agree as follows:

I. Definitions

A. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Vendor].

B. "Breach" shall have the same meaning as the term "breach" set out in 45 CFR 164.402.

C. "CFR" means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.

D. "Compliance Date(s)" shall mean the date(s) established by the Secretary or the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.

E. "Contract" shall mean the agreement between the Illinois Department of Public Health and [Vendor].

F. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

G. "Electronic Protected Health Information" (ePHI) shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.

H. "HITECH Standards" shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Education and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder.

I. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

J. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

K. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.

L. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

M. "Security Incident" shall have the same meanings as the term "security incident" in 45 CFR §164.304.

N. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

II. PERMITTED USES AND DISCLOSURES OF PHI.

A. Services. Except as limited in this BA agreement, [VENDOR] may use PHI as necessary to perform its obligations under the Contract. [VENDOR] may disclose PHI as permitted under this BA agreement: (i) to its employees, subcontractors and agents, in accordance with this BA agreement; or (ii) as otherwise permitted by or as required by the Privacy or Security Rule. Except as permitted by this BA agreement, [VENDOR] may not use or disclose PHI in a manner that would violate the requirements of the Privacy or Security Rule, or any other applicable law, if done by Covered Entity.

B. Business Activities of [VENDOR]. Unless otherwise limited herein or by the Contract, [VENDOR] may:

a. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of [Vendor] provided that such uses are permitted under state and federal confidentiality laws.

b. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of [VENDOR], provided that the third party notifies [VENDOR] of any instances of which it is aware in which the confidentiality of the PHI has been breached within 24 hours of discovering of such breach, via certified mail to [Vendor].

c. If needed for the provision of Services, following the approval of the Department, provide data aggregation services, as that term is defined in HIPAA.

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI.

A. Responsibilities of [VENDOR]. With regard to use and/or disclosure of PHI, [VENDOR] shall:

a. Not use or disclose PHI other than as permitted or required by this BA agreement, the Contract, or as required by Law.

b. Use appropriate safeguards and comply with the Privacy Rule and the Security Rule with respect to electronic PHI.

c. Report to the Department, within 2 business days of discovering any use or disclosure of PHI not provided for by this BA agreement, or the Contract, of which it becomes aware and any security incident of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and cooperate with the Department in any mitigation or breach reporting efforts; provided, however, that this Section constitutes reporting by Business Associate of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional report to the Department shall be required. "Unsuccessful Security Incidents" means security incidents which do not result in access to PHI, such as pings and other broadcast attacks on Business Associate's firewall,

port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incident does not: (a) result in unauthorized access, use, or disclosure of PHI, or (b) impact the confidentiality, integrity, or availability of PHI or the Department's information systems.

d. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors, as allowed by the Contract, of [VENDOR], agree to the restrictions, conditions, and requirements that apply to [VENDOR] with respect to PHI.

e. Maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528.

f. To the extent [VENDOR] is to carry out one or more of the Department's obligations under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Department in the performance of such obligations.

g. Upon request from the Secretary of the US Department of Health and Human Services, make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the US Department of Health and Human Services for purposes of determining compliance with HIPAA.

h. Comply with the minimum necessary requirements under HIPAA.

B. Responsibilities of the Department. With regard to the use and/or disclosure of PHI by [VENDOR], the Department shall:

a. Provide [Vendor] the Notice of Privacy Practices that the Department provides to individuals pursuant to 45 C.F.R. § 164.520 that may affect the Department's use or disclosure of PHI.

b. Inform [Vendor] of changes in, or revocation of, an individual's permission to use or disclose PHI, if such limitation may affect the Department's use or disclosure of PHI.

c. Notify [Vendor] in writing of any restriction on the use or disclosure of PHI that the Department has agreed to or is required to abide by under 45 C.F.R. § 164.522, if such restriction impacts the use and/or disclosure of PHI by [VENDOR].

d. Not request [Vendor] to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the Department.

e. Comply with the minimum necessary requirements under HIPAA.

C. No Sale of PHI. [Vendor] shall not directly or indirectly receive remuneration from a third party in exchange for PHI unless [Vendor] has: (i) has obtained explicit authorization from the Department

in writing; and (ii) the Department or [Vendor] has received a valid authorization from the Individual that specifies that [Vendor] can further exchange PHI about the Individual for remuneration by the entity receiving the PHI, in compliance with the requirements of 45 C.F.R. § 164.508. The foregoing provision shall not apply to the Department's payment to [Vendor] for Services.

IV. TERM AND TERMINATION.

A. Term. The term of this BA agreement shall commence on the Effective Date and continue until the earlier of termination of the Contract or the date the Department terminates this BA agreement for cause as authorized in Section IV(B) of this BA agreement.

B. Termination for Cause. The parties shall abide by the "Term and Termination" Section of the Contract.

C. Obligations of the Department upon Termination. Department further agrees to extend any and all protections, limitations and restrictions contained in this BA agreement to [Vendor] to use and/or disclosure of any PHI retained after the termination of this BA agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

V. MISCELLANEOUS.

A. Amendments; Waiver. This BA agreement may not be modified except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as a bar to or waiver of any subsequent events. The Parties will take such action as is necessary to amend this BA agreement from time to time as necessary for compliance with the requirements of HIPAA and any other applicable law.

B. Third-Party Beneficiaries. Nothing express or implied in this BA agreement is intended to confer any rights, remedies, obligations, or liabilities to any third party to this BA agreement.

C. Notices. Any notices required under this BA agreement shall be in writing and made by personal delivery, registered or certified mail, postage prepaid, sent by nationally recognized express courier, or via electronic mail to the address given below:

If to THE DEPARTMENT, to: If to [VENDOR], to:

D. Counterparts. This BA agreement may be executed in any number of counterparts, each of which shall be deemed an original.

E. Disputes. If any dispute arises between the Parties with respect to this BA agreement, the Parties shall make good faith efforts to resolve such matters informally.

F. Changes in Law. The Parties acknowledge this BA agreement is subject to applicable state, local, and federal laws, which may be amended or subject to new legislation. Any laws that invalidate or are inconsistent with the material terms and conditions of this BA agreement or that would cause one or both of the Parties to be in violation of law, shall be deemed to have superseded the terms of this BA agreement; in such event, the Parties will use their best efforts to modify the BA agreement to be consistent with such laws.

G. Construction of Terms and Interpretation. The terms of this BA agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services or the Office for Civil Rights from time to time. Ambiguity in this BA agreement shall be interpreted to permit compliance with HIPAA.

H. Contradictory Terms. Any provision of the Contract that is directly contradictory to one or more terms of this BA agreement ("Contradictory Term") shall be superseded by the terms of this Contract for the purpose of the Parties' compliance with HIPAA and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BA agreement.

I. Governing Law. This BA agreement shall be governed by the governing law designated in the Contract.

J. Indemnification And Liability**:** Business Associate shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by [Vendor] of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from {Vendor's] negligent performance; (c) any act, activity or omission of [Vendor] or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

SIGNATURE PAGE

By: _____

Name: Dr. Ngozi Ezike

Title: Director, Illinois Department of Public Health

Date: _____

By: _____

Name:

Title: _____

Date: _____

☒ Other (describe) Links for Reference Documents

https://www.gpo.gov/fdsys/pkg/PLAW-111publ87/pdf/PLAW-111publ87.pdf
Section 340B of the Public Health Service Act under the Veterans Health Care Act of 1992 (Public Health Law 102-585)

http://www.hrsa.gov/opa/programrequirements/publiclaw102585.html#602
Adolescent and Adult HIV/AIDS Treatment Guidelines
340B guidelines at the Office of Pharmacy Affairs – Health Resources and Services Administration

http://www.hrsa.gov/opa/ and Adolescent and Adult HIV/AIDS Treatment Guidelines
HRSA and Centers for Medicare and Medicaid Services (CMS) guidance for ADAPs on calculating and tracking True Out of Pocket (TrOOP) expenses

http://hab.hrsa.gov/manageyourgrant/pinspals/adaptroopltr1011.pdf
National Council for Prescription Drug Programs

http://ncpdp.org/
HRSA guidance on rebates for client insurance co-payments through 340B

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURE

I.1. If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized or No if subcontractors will not be utilized. ☐ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

I.2. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is Click here to enter text..

I.3. Please identify below subcontracts with an annual value of $50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Click here to enter text.

  Anticipated/Estimated Amount to Be Paid: Click here to enter text.

  Address: Click here to enter text.

  Description of Work: Click here to enter text.

- Subcontractor Name: Click here to enter text.

  Anticipated/Estimated Amount to Be Paid: Click here to enter text.

  Address: Click here to enter text.

  Description of Work: Click here to enter text.

If additional space is necessary to provide subcontractor information, please attach an additional page.

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the contract.

I.5. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.

STATE OF ILLINOIS
REFERENCES

Provide references from established firms or government agencies (Click here to enter text.) other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

J.1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.2. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.3. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.4. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

Offeror Name: Click here to enter text.

Return Mailing Address: Click here to enter text.

ATTACHMENT 1 – Illinois Ryan White Part B AIDS Drug Assistance Program Formulary and Prescribing Guidelines

FORMULARY EXCLUSIONS

PLEASE NOTE: All FDA Approved HIV drugs are currently covered by The Program unless specifically indicated in the Exclusions Section below.

SPECIFIC EXCLUSIONS	**EXAMPLES/NOTES**
CABENUVA is currently under consideration pending FDA approval for HIV treatment and pricing negotiations	
Antirheumatic injectables	Enbrel
Botulinum toxin	Botox, Myobloc
Compounded medications for infusion (Active medication containing more than one ingredient)Gonadotropin	
Finasteride (Propecia) (Approved for prostate disorders only)Hyaluronic acid derivatives	
Immune globulin intravenous (IGIV)	Hyalgan, Synvisc Sandoglobulin, Venoglobulin Lioresal
Injectable muscle relaxantsMifepristone	
Minoxidil (Rogaine)	Remicade, Synagis
Monoclonal antibodies	
Nutritional supplements[1]	Ensure
Propoxyphene	Geref, Humatrope
Recombinant human growth hormone (HGH)Synthetic growth hormone	
Alirocumab (Praluent)	
Evolocumab (Repatha)	
Pyrimethamine (generic for Daraprim—*see prescribing guidelines*)	

Class Exclusion	**Examples**
Durable Medical Equipment[2]	Test strips, Lancets, Meters,
Canes	
Cosmetic Medications	
Erectile Dysfunction Pharmaceuticals	Viagra, Levitra, Cialis,
CaverjectFemale Sexual Dysfunction Pharmaceuticals	
Fertility Drugs	Addyi (flibanserin)
Herbal Medications	
Vaccines/Immunizing Biologicals	Zostavax
Weight Loss Medications	Saxenda

All Controlled Substances (C-II, C-III, C-IV, and C-V) are EXCLUDED with the exception of the following:

- Anabolic steroids used to treat testosterone deficiencies (depo-testosterone, Aveed, Axiron, Oxandrolone, etc.)
- Anti-Diarrheals (Lomotil, diphenoxylate/atropine)
- Orexigenic (Marinol, Dronabinol)

All medications must be order/shipped through IDPH's contracted pharmacy.

[1] Vitamins (based on availability of State General Revenue Funds) and pain relievers (i.e. ibuprofen), sharps container, alcohol wipes and band aids are covered when prescribed by a physician. All other OTCs will be excluded.

[2] Syringes are covered for insulin injection only.

PRESCRIBING GUIDELINES

Drugs provided by the Medication Assistance Program (MAP), also known as the AIDS Drug Assistance Program (ADAP)MUSTbe prescribed in accordance with these guidelines. Revisions to prescribing guidelines may be made upon recommendations of either the Department's Medical Director, HIV/AIDS Section Chief, or the ADAP Medical Issues Advisory Committee.

All medications must be ordered/shipped through the Department's contracted dispensing pharmacy.

1. Anti-retroviral therapies should be prescribed in accordance with the latest Public Health Serviceguidelines. http://aidsinfo.nih.gov/contentfiles/AdultandAdolescentGL.pdf

2. All newly FDA approved anti-retroviral therapies will be considered for addition to the formulary **after** the ADAPMedical Issues Advisory Committee has negotiated price on the medication. Please reference the ADAP Open Formulary Exclusions for the most current program exclusions (https://iladap.providecm.net).

3. **ALL** prescriptions for multi-source drugs (drugs available in a brand-name and equal or greater than one generic formulation) will be filled with the lowest cost option available. Use of brand name drugs on the ADAPformulary is for informational purposes only.

    a. For coverage under ADAP, prescriptions for multi-source drugs should be written indicating **"product substitution permitted"** to ensure all efforts for fiscal stewardship are able to be implemented by ADAP through its contracted dispensing pharmacy. In addition, this procedure will reduce the numberof call-backs to prescribers by the dispensing pharmacy.

4. All prescriptions must be written for refills to follow the industry standard. However, prescriptions and refillsshould not supersede the client's ADAP eligibility period.

5. HIV co-receptor (CCR5 and/or CXCR4) tropism assay must be run and submitted to ADAP prior toprescribing Selzentry.

6. Ritonavir (Norvir) tablets will be dispensed unless other formations are required by the prescriber due totolerance issues. ADAP may require prior approval for other formulations.

7. Daraprim dispenses are restricted to **NDC 69413-0330-10**. Any other Daraprim NDC and the genericPyrimethamine will not be approved by the Department and ***are specifically excluded***.

8. Please note that Egrifta is no longer being manufactured and this has been replaced by Egrifta SV. Egrifta SV isan approved drug and does not require a prior approval from IDPH.

PRIOR APPROVALS

1. The following drugs will require prior approval from the Department. All prior approval applications, including eligibility criteria and requirements, can be found at https://iladap.providecm.net.
    a. **Atovaquone (Mepron)** requires prior approval in all of the following situations:
        i. Used for more than 21 days.
        ii. Used as prophylaxis rather than treatment
        iii. More than one prescription per year is written for a patient not approved for use of Atovaquone asprophylaxis.
    b. **Enfurvitide (Fuzeon)** is limited to a cap of 15 clients concurrently. Eligibility is based on the following medical criteria:
        i. Failure of the current HAART regimen.
        ii. CD4 count less than 500
        iii. Viral load greater than 500.
    c. **Valganciclovir (Valcyte)** oral only, limited to a cap of 35 clients concurrently. Must meet one of thefollowing:
        i. Prescribed for induction or maintenance treatment of cytogalovirus (CMV) retinitis, or
        ii. Prescribed for a condition other than retinitis that is due to CMV.
    d. **Ibalizumab-uiyk (Trogarzo)** requires pre-approval from the Department, as well as the attached Manufacturer's Enrollment Form. Trogarzo is limited to a cap of 20 clients concurrently. The Departmentencourages clients to be dually enrolled in RWPB Case Management for payment of Trogarzo infusion costs.
        i. Eligible patients must have a history of multi-drug resistant HIV infection.
        ii. Trogarzo must be shipped directly to a medical facility/infusion site.
    e. **Hepatitis C** prior approval medications include:
        i. Harvoni (ledipasvir/sofosbuvir), Viekira Pak, Sovaldi (sofosbuvir), Ribavirin, Zepatier, Technivie, Daklinza, Epclusa, Vosevi, Mavyret
        ii. Hepatitis C prior approvals require documentation of baseline HCV RNA, HCV Genotype, andFibrosis Staging. Zepatier also requires baseline NS5A resistance testing if Genotype 1a.
        iii. Physicians must review the Manufacturer's prescribing Guidelines for possible drug interactions and issues associated with the Hepatitis C medication regimen they are prescribing in conjunctionwith their client's current HIV regimen.
    f. **Serostim** may be prescribed for treatment of HIV associated wasting only and requires a prior approval.The Program has implemented a cap of 15 clients concurrently.
    g. **Hormone Therapy**. The following medications are available with prior approval for clients who arecurrently in the process of gender transition, or in the maintenance stage from gender transition:
        i. Estradiol, Finasteride, Progestin, Spironolactone
        ii. Guidance references for primary care protocol for hormone treatment for gender transition andmaintenance:
            1. The Center for Excellence for Transgender Health—*Primary Care Protocol—HormoneAdministration*: http://transhealth.ucsf.edu/trans?page=protocol-hormones
            2. The World Professional Association for Transgender Health—Standards of Care:http://www.wpath.org/publications/soc

ATTACHMENT 2 – Illinois HIV PrEP/nPEP Program Formulary and Prescribing Guidelines

Approved Drugs:

Truvada (Name Brand)
Truvada (Generic)
Descovy

EXCLUSIONS

Drug	Notes
(None at this time)	

PRESCRIBING GUIDELINES

Drugs provided by the Pre-Exposure Prophylaxis Program, also known as PrEP, **MUST** be prescribed in accordance with these guidelines. Revisions to prescribing guidelines may be made upon recommendations of either the Department's Medical Director, HIV/AIDS Section Chief, or PrEP Coordination Team.

1. All medications must be ordered/shipped through the Department's contracted dispensing pharmacy.

2. All prescriptions for multi-source drugs (drugs available in a brand-name and equal or greater than 1 generic formulation) will be filled with the lowest cost option available. Use of brand name drugs on the PrEP formulary is for informational purposes only.

ATTACHMENT 3 – Illinois Dispensing Transactional Fee Structure Chart. The Transactional Fee Structure Chart below is for reference purposes. Offeror's are required to complete the Excel document- Attachment 3, published with RFP for submission of pricing of dispensing transactional fees.

Illinois Department of Public Health HIV Medication Dispensing RFP
Dispensing Transactional Fee Structure Table
<Insert Vendor's Name Here>

Reminder: This form must be submitted by proposal due date in a separate email and attachment to the Information Contact listed in Section A.5. **Offeror should enter price for Offeror Fee per Transaction.** All other amounts will be autocalculated per the table formula to show totals.

Transactional Fee Category	Program's Estimated Monthly Volume	Average Dispense Per Client per Month	Offeror Fee Per Transaction	Estimated Total Monthly Transaction Fee
Uninsured client population Transactional / Dispense Fee	7,700	5		$ -
Pharmacy Benefit Management Transactional Fee	4,300	5		$ -
Medicare Part D/C and all Commercial Insurance Transactional Fee	2,000	5		$ -
Monthly Estimated Dispensing Total	70,000			**$ -**
Annual Estimated Dispensing Fee Total	840,000			**$ -**
5-year Estimated Dispensing Fee Total	4,200,000			**$ -**
Annual Estimated Deductible and Copayment Costs				**$ 25,000,000.00**
5-year Estimated Deductible and Copayment Costs				**$ 125,000,000.00**
5-year Initial Term Estimated Total (transactional) fees/deductibles/copayments)				**$ 125,000,000.00**
5-year Renewal Term Estimated Total (transactional fees/deductibles/copayments)				**$ 125,000,000.00**
10-year Full Term Estimated Total (transactional fees/deductibles/copayments)				**$ 250,000,000.00**

Note: The Transactional Dispensing Fee Structure that gages the price point of the contract excludes the cost of insurance prescription deductible payments, and insurance prescription copayments. The Transactional Fees include the cost of all required services, including drug adherence counseling and the 24-hour toll free telephone lines.