

REQUEST FOR PROPOSALS (RFP)

Issue Date: December 2, 2016 RFP No. VDH-17-611-0066
Title: Virginia AIDS Drug Assistance Program (ADAP) Pharmacy Benefit Management (PBM) Service
Commodity Code: 95348Health/Hospitalization Insurance
95300 Insurance & Insurance Services
95861 Insurance & Risk Management
94872 Pharmacy Services

Issuing Agency: Commonwealth of Virginia Department of Health
Office of Purchasing and General Services
109 Governor Street
12th Floor
Richmond, VA 23219-0331

Location where work will be performed: Statewide

Initial Period Of Grant Funding: From **April 1, 2017** Through **March 31, 2018** (*Renewable).
(* If contract has renewal clause)

Sealed Proposals Will Be Received Until **January 9, 2017 at 2:00 P.M.** For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Nancy Sconzo at nancy.sconzo@vdh.virginia.gov.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

109 Governor Street, 12th Floor, Room 1214, Richmond, VA 23218

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Virginia Contractor License No. _____ *DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm: _____ Date: _____
_____ By: _____
_____ (Signature In Ink)
_____ Name: _____
_____ (Please Print)
_____ Zip Code: _____ Title: _____
EVA Vendor ID or DUNS number _____ Phone: (____) _____
E-mail: _____ Fax: (____) _____

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held on **December 14, 2016** at 11:00 a.m. at the Virginia Department of Health, James Madison Building, 109 Governor Street, Room 639, Richmond, Virginia 23219. (Reference: Paragraph VIII herein, page 11). * If special American with Disabilities Act (ADA) accommodations are needed, please contact the person listed above by December 12, 2016.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this RFP is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified Contractor to provide Pharmacy Benefit Management (PBM) services, including claims adjudication, coordination of benefits and point-of-sale processing for Virginia's AIDS Drug Assistance Program (VA ADAP).

A contract is necessary to provide PBM services to all eligible clients with prescription coverage through Medicare Part D plans, Marketplace plans, other public insurance plans, and private insurance plans. This contract will also provide immediate medication access in an emergency situation, as defined in this proposal, to uninsured and displaced VA clients and displaced ADAP enrollees from other jurisdictions. The emergency medication access may be for an undetermined number of clients based on the scale of the emergency event. The successful Contractor will implement an efficient and cost-effective program with a comprehensive distribution network of pharmacies that provides services to eligible clients residing throughout the state of Virginia.

II. BACKGROUND:

The mission of the Virginia Department of Health (VDH) is to promote and protect the health of Virginians. The Division of Disease Prevention (DDP) is a division of VDH's Office of Epidemiology. The mission of DDP is to maximize public health and safety through the elimination, prevention, and control of disease, disability, and death caused by HIV/AIDS, viral hepatitis, other sexually transmitted infections, and tuberculosis.

One way that VDH strives to achieve its mission is through expanded access to health care for eligible individuals with limited resources living with HIV. The Ryan White (RW) HIV/AIDS Treatment Extension Act of 2009 is the largest Federal program focused specifically on providing HIV care and treatment services to people living with HIV/AIDS (PLWHA). Part B of the Ryan White HIV/AIDS Treatment Modernization Act established federally funded, state administered AIDS Drug Assistance Programs (ADAPs) to provide access to HIV medications to low-income, uninsured, and underinsured PLWHA in the United States. DDP's HIV Care Services (HCS) unit administers the Virginia ADAP program. Please visit the VDH HCS website for additional information regarding RW Part B services in Virginia: <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/HCS/>.

ADAP funds may be used to purchase health insurance for eligible clients, referred to as insurance cost-sharing. Under cost-sharing VDH may cover the costs associated with premiums, deductibles, co-insurance, and co-pays. Cost-sharing assistance or directly purchased medications are provided to clients through one of four service options: Direct ADAP, the Medicare Part D Assistance Program (MPAP), the Insurance Continuation Assistance Program (ICAP) or the Health Insurance Marketplace Assistance Program (HIMAP). VA ADAP anticipates the need to support health insurance cost-sharing for additional types of coverage in the future (e.g. employer-based and off-Marketplace plans). At the end of September 2016, VA ADAP had approximately 1,600 active clients receiving medications directly through the health department and 4,330 insured clients receiving cost share assistance – 3,275 active clients in HIMAP, 502 active clients in ICAP and 553 active clients in Medicare Part D.

Most of the clients' insurance plans have an annual maximum out-of-pocket (MOOP) amount (e.g. amount client contributes to cost shares, including deductibles, co-pays, and co-insurance). Prior to individuals meeting the MOOP, ADAP's PBM Service pays for approximately 8,600 pharmaceutical claims each month. After individuals begin to meet MOOPs, the claims volume processed by the PBM Service is reduced to approximately 6,500 claims per month.

All elements of ADAP eligibility are published on the VDH ADAP website:

<http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/Programs/ADAP/eligibility.htm>

The Contractor will be responsible for all aspects of the PBM services, including: the operational components prior to implementation, launching of the program, communicating with clients as needed, data reporting as specified by VDH, cost tracking to ensure annual out-of-pocket costs are not exceeded, and payment in a timely manner for allowable costs. The work plan must demonstrate how the Contractor will ensure that all services will be provided cost effectively and in accordance with the Statement of Needs.

A total of **\$21,805,644.00** is available for the first 12-month budget period of this agreement. Fund sources may include HRSA - X07HA00009 – Ryan White Care Act Title II, Catalog of Federal Domestic Assistance #93.917.

III. STATEMENT OF NEEDS:

Contractor shall submit a proposal to VDH to include a comprehensive, time-phased work plan demonstrating how the services described in this section of the RFP will be launched and managed. The work plan will also include a narrative description of the Contractor's qualifications to provide these services. The Contractor will furnish all materials, labor, and resources in order to provide the services in this section of the RFP.

Contractor shall provide copies of any satisfaction surveys conducted to evaluate overall performance, user interface capabilities, customer support and account management activities.

PBM Service Specifications

- A. The Contractor will establish and maintain a statewide pharmacy network to serve VA ADAP clients in all regions of the state by April 1, 2017.
 - i. The Contractor shall provide a time-phased plan illustrating availability of network pharmacy providers in all regions/service areas throughout the state;
 - ii. The Contractor shall adjudicate electronic claims received from network pharmacies in accordance with the terms of this Contract;
 - iii. The Contractor shall pay the network pharmacies in a timely manner, according to individual contracts between the Contractor and the network pharmacies and in accordance with the National Council for Prescription Drug Programs (NCPDP) Guidelines;
 - iv. The network pharmacies will include:
 1. Chain and independent retail pharmacies
 2. Institutional pharmacies (i.e. University based hospitals, county hospitals, health maintenance organizations, etc.)
 3. Specialty pharmacies
 4. Mail-order pharmacies
 - v. The Contractor shall maintain an open enrollment process that will allow additional pharmacies to enter the network.

- B. The Contractor shall provide for electronic claims adjudication and electronic payment of client cost shares such as co-pays and deductibles for prescription drug coverage available through the insurance plan. To this end, the Contractor shall serve as the PBM for the VA ADAP PBM Service and shall provide services and functions listed below:
- i. Electronic claims adjudication and direct payment of client cost shares such as co-pays, deductibles, and co-insurance on prescription drugs delivered by insurance formulary under the client's insurance plan or by the ADAP and Ryan White formularies for ICAP clients;
 - ii. Electronic claims adjudication and direct pay of 100% cost for prescription drugs included on the ADAP formulary in the event of an emergency;
 - iii. Ensure cost share payments are only made for active clients in VA ADAP PBM Service on the date of the pharmacy transaction;
 - iv. The electronic claims adjudication process shall be effective at point of sale so that payment of the client out of pocket cost for prescription fills can be immediate;
- C. The electronic claims adjudication for PBM services shall, at a minimum, track and report on the following:
- i. The provider of the pharmacy service;
 - ii. The dispensing date;
 - iii. The National Drug Code (NDC) established by the Federal Drug Administration (FDA) for the drug dispensed;
 - iv. The quantity and dosage of medication dispensed;
 - v. The amount billed to the client primary insurance plan by the provider;
 - vi. The amount covered under the plan for the medication dispensed;
 - vii. The amount paid by the plan to the provider;
 - viii. The remaining client share amount;
 - ix. The amount paid by the PBM Service on behalf of the client toward the client share amount;
 - x. The prescribing physician (NPI code);
 - xi. Days Supplied;
 - xii. Refill number.
- D. The Contractor shall maintain a Help Desk that may be used for customer service, provider inquiries, and claim issues
- i. An automated Help Desk shall be accessible 24 hours a day by telephone, and live help desk

representative is to be accessible from 8:00 AM to 7:00 PM EDT, a minimum of 6 days a week. All calls shall be responded to within 24 hours;

- ii. Translation services shall be available for non-English speaking clients.
- E. The Contractor shall provide prescription access to VA ADAP enrollees who normally directly receive medications from the Virginia Department of Health's Central Pharmacy (non-insured/insufficiently insured) in the event of an emergency. All instances where the Central Pharmacy is unable to provide medication access to eligible clients are deemed to be an emergency. Examples include, but are not limited to, natural disasters resulting in displacement of VA ADAP enrollees to other jurisdictions or enrollees of other jurisdictions being evacuated to Virginia and in either scenario, the functions of the Central Pharmacy are inoperable or capacity is exceeded and patients need prescription access from the pharmacy network. The emergency response plan will be documented and routinely tested. The emergency plan shall include:
- i. Prescription access within 48 hours of the emergency event and service continued until the resolution of the emergency event
 - ii. Access to in-network retail and mail-order pharmacies not affected by the emergency event
 - iii. Participating pharmacy list
 - iv. Electronic claims adjudication process
 - v. Provide each enrollee with a temporary member ID to allow electronic real time medication access

Contract Management, Reporting Requirements, and Compliance

- F. The Contractor shall possess the staff and technology needed to provide PBM services to clients enrolled in the VA ADAP PBM Service program.
- G. The Contractor shall have experience providing PBM services to other ADAPs.
- H. The Contractor work plan shall demonstrate its capability to manage approximately 5000 PBM Service clients by contract inception date, and its capability to manage an increasing client base.
- I. The Contractor work plan shall detail client transition from the existing vendor without disruption of medication services within 30 days of fully-executed contract.
- J. The Contractor shall provide a PBM Service Account Manager, who at a minimum shall provide the following:
- i. Serve as a primary day-to-day contact with VDH contract monitor
 - ii. Request technical assistance as needed
 - iii. Prepare monthly, quarterly, and annual reports as required
 - iv. Attend, lead, and prepare materials for meetings as requested (in-person, via phone or other

approved methods)

- v. Ensure all necessary operational components are completed prior to implementation
 - vi. Designate an alternate contact when the Account Manager is unavailable
 - vii. Ensure that the Contractor, as well as any subcontractors, fulfills its duties and responsibilities under the Contract
- K. The Contractor's work plan shall ensure all pharmacy benefits transactions in which the PBM Service participates as a payer comply with all [Ryan White Program](#) and [ADAP rules](#) and the current ADAP eligibility of the client.
- L. The Contractor shall demonstrate the ability to prevent overpayments and correct payment errors (to pharmacies) within 30 days of discovery.
- M. The Contractor shall ensure expenditures are reasonable, allowable, and auditable. All costs must be traceable to source documents and in the accounting system of record.
- N. The Contractor shall ensure that clients or their agents may not receive any funds for reimbursement of costs or expenditures provided under this contract.
- O. The Contractor shall ensure that the method by which prescription benefit coordination is conducted will reserve to the Virginia ADAP PBM Service the exclusive right to all available 340B partial pay rebates from the transactions in which the Virginia ADAP PBM Service participates as a payer and shall maintain compliance with the National Council of Prescription Drug Program's (NCPDP) standards for pharmacy drug claims and coordination of benefits, located at <http://www.ncdp.org/>
- i. Contractor shall ensure that all data required for rebating procedure is accurately obtained at the client level.
 - ii. Contractor shall ensure that all cost share payments and credits are properly tracked and reported to the VDH.
 - iii. Contractor shall ensure that credits processed in a different quarter than the original payment quarter will be accurately reported to the VDH for rebating purposes.
 - iv. Contractor shall ensure that all rebate data is provided to VDH electronically.
- P. The Contractor shall also provide a monthly client level summary system that reports the accumulated total for each of the following data elements that were paid by the PBM Service for pharmacy benefits:
- i. The YTD costs toward any applicable pharmaceutical deductible;
 - ii. The YTD costs toward any applicable co-payments and co-insurances (separate totals for each),
 - iii. The Contractor will provide an end of year reconciliation of all transactions paid under this contract by May 15th, and covering the service period from 4/1 of the prior year through 3/31

of the current year.

- Q. The Contractor shall track and provide to VDH the Client Level Data Reporting elements for these services as required by the Health Resources and Services Administration.
- R. The Contractor shall cooperate with and participate in all programmatic and fiscal performance monitoring and clinical quality activity required by VDH, including the production of data summary reports requested by VDH.
- S. The Contractor shall demonstrate in the work plan narrative how the Contractor can satisfy the following as it relates to VDH policies and procedures:
- i. Acknowledge that any materials (client prescription cards, website postings, etc.) proposed to be used, developed or purchased shall be submitted to VDH for review prior to distribution. The content of such materials will be reviewed and approved for scientific accuracy and shall support the contracted scope of services while assuring appropriateness of the message for the targeted population including its culture and language. Materials for clients will be at an 8th grade reading level and available, at a minimum, in Spanish and English.
 - ii. Develop and implement a quality assurance protocol for all phases of the project, including annual assessment of client and prescriber satisfaction with services.
 - iii. Comply with the Data Security and Confidentiality Guidelines: Division of Disease Prevention, Virginia Department of Health. (**Attachment H**)
 - iv. Comply with all applicable state, and federal statutes and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), National Standards to Protect the Privacy of Health Information and Ryan White Treatment Extension Act of 2009;
 - v. Contractor must have an emergency plan for continuity of services if an event occurs that may impact service delivery. Contractor shall have offsite back-up data storage location.
 - vi. Contractor will adhere to Virginia Information Technology (VITA) security standards SEC501-07 and policy SEC519-00. These documents are available at www.vita.virginia.gov
 - vii. Agencies that receive more than \$100,000 in federal funding must submit a signed "Certification Regarding Lobbying" form (**Attachment G**) and, as appropriate, a "Disclosure of Lobbying Activities" to account for non-appropriated funds used for this purpose to Virginia Department of Health within 90 days of the start of the funding period. Contractors are responsible to ensure they collect and submit this documentation for any subcontractors that receive more than \$100,000 in federal funding to Virginia Department of Health within the same time frame.
- T. VDH will coordinate and manage client eligibility determination and enrollment into the PBM Service.
- i. VDH will notify the Contractor of client enrollment into the PBM Service.
 - ii. VDH will provide comprehensive enrollment reports or updates to the Contractor at intervals determined by VDH management.

U. VDH will:

- i. Assign a HCS Contract Monitor to oversee the contract. The HCS Contract Monitor is responsible for making sure that the services are provided in accordance with the terms of the contract and cannot make any changes to the contract. Any changes to this contract shall be in accordance Section X., Paragraph O., of this contract and will come from VDH's Office of Purchases and General Service (OPGS).
- ii. Provide project monitoring and offer technical assistance to contractors.
- iii. Provide compensation for documented service delivery as agreed upon in negotiated contracts/MOAs.
- iv. Conduct site visits to review expenditures and observe contractual activities in order to ensure the contract parameters are met and the appropriate expenditure of funds.
- v. Submit program change request documentation and review with the account manager to ensure the requirements of the change are clear.

Failure to attain objectives may impact payment of monies requested by the contractor. However, in an effort not to penalize innovative efforts, payment shall be prorated according to the degree of attainment and legitimate efforts of the contractor and not solely by success or failure of an intervention. Such decision shall be the sole discretion of VDH.

GENERAL REQUIREMENTS:

V. Enroll in the Commonwealth of Virginia's Financial Electronic Data Interchange Program to allow for the electronic exchange of payment and remittance information. Information on the program is available from the Virginia Department of Accounts website at http://www.doa.virginia.gov/General_Accounting/EDI/EDI_Main.cfm

W. Coordinate testing of systems and processes with VDH upon fully executed contract.

IV. INVOICING AND DELIVERY INSTRUCTIONS:

Invoices shall be submitted by the 30th of the month following the end of the month for which cost reimbursement is sought. Invoices must be submitted in a timely manner. Contractually allowed expenses will be reimbursed. In order to ensure accountability and maximize our stewardship over funds, the Division of Disease Prevention is requiring that each contractor provide documentation that supports all requests for payment. All supporting documentation that is submitted shall support budget line item expenditure and shall be submitted with the invoice.

Examples of supporting documentation may include pharmacy claim detail, claim fees, but is not limited to invoices, receipts, payroll statements, mileage logs, request for honoraria, monthly rental charges or copy of the annual rental agreement with monthly rate specified, phone bill, etc.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

RFP Issue Date	December 2, 2016
Submission of Questions	December 7, 2016
Addendum Issued	December 9, 2016
Optional Pre-Proposal Conference	December 14, 2016
Submission of Final Questions	December 19, 2016
Addendum Issued (if necessary)	December 21, 2016
RFP Due Date	January 9, 2017
Award of RFP	To Be Determined

B. GENERAL INSTRUCTIONS:

1. RFP RESPONSE:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original (so marked) and **5** copies of each proposal shall be submitted in accordance with instructions on the first page of this RFP. Offerors that submit a proposal which contains **Proprietary** and/or **Confidential** information must also submit one copy in which **Proprietary** and/or **Confidential** information is **REDACTED**. **Submit one flash drive containing the REDACTED file and one copy of proposal.** Designating the Purpose, Scope, Specifications, Terms and Conditions, Price and/or anything other than specific data, figures, and/or paragraphs that constitute trade secret or proprietary information as Proprietary and/or Confidential is not acceptable. Proposals shall be submitted to:

Virginia Department of Health
James Madison Building
109 Governor Street, Rm. 1214
Richmond, VA 23219
Attn: **Nancy Sconzo**

Or

Virginia Department of Health
James Madison Building
P. O. Box 2448, Rm. 1214
Richmond, VA 23218-2448
Attn: **Nancy Sconzo**

2. PROPOSAL PREPARATION:

- a) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f) Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- g) The signed proposal must be in an envelope/package addressed as directed on page 1 of this solicitation and in **Attachment B**. If a proposal is not identified as required, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposal should be placed in the envelope. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3. **ORAL PRESENTATION:**

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to

clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

C. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Virginia Department of Health may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Completed Vendor Data Sheet (**Attachment A2**) and other specific items or data requested in RFP. The Vendor Data Sheet should include VDH if the Offeror has held a contract with VDH within the past three years.
3. A written narrative to include:
 - a. An overview of the proposed media services including a description of strategies used to reach the specific target population as opposed to the general population. Offerors should also describe efforts to ensure services will be provided in a culturally competent and linguistically appropriate manner.
 - b. A description or list of all personnel who will be funded by or have responsibilities under this contract. Specify relevant professional degrees, training, work, volunteer or life experience, and expertise in working with the identified target population. Résumés should be included as an attachment to the proposal. Job descriptions should be attached for all positions, specifically showing the percentage of time requested for each position and how job activities relate to the attainment of objectives.
 - c. A comprehensive work plan should be described through SMART (Specific, Measurable, Attainable, Realistic, and Time-Phased) objectives. Process and outcome objectives, including action steps should be included. The work plan must include an evaluation component.
 - d. Proposed budget for the April 1, 2017 – March 31, 2018 time period. The budget must be submitted on the form provided (**Attachment E**). Administrative costs can not exceed 10%.
 - e. A budget justification which details the budget line items, including a breakdown of personnel costs and rationale for proposed expenditures.
4. Small Business Subcontracting Plan
Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete **Attachment A3**.

5. Financial Resources: Provide three most recent years of financial statements, along with audit reports, to demonstrate adequate financial resources to meet the contract requirements.

VI. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA

Evaluation Criteria		Weight
1.	Experience and qualifications of Offeror and staff to provide the proposed PBM services for a high volume of clients, including at least 3 letters of support or references. Results of satisfaction surveys conducted to evaluate overall performance, user interface capabilities, customer support and Account Management activities.	20
2.	Experience and qualifications of Offeror and staff to provide the proposed reports needed to VDH, including adequacy of data and financial systems to provide needed information including rebates and credits	15
3.	Specific plans or methodology to be used to perform PBM services as detailed in Section III. There is a detailed description of how services will be administered and how payments will be issued, tracked, and reported in compliance with this RFP.	30
4.	Cost	5
5.	Work plan demonstrates that Offeror has: at least three years' experience with an ADAP program other than the VA ADAP program providing pharmacy benefits management	10
6.	Small Business Subcontracting Plan Participation of Small, Women-Owned, and Minority Business or Plan	20
TOTAL:		100

B. AWARD OF CONTRACT - see Award Term in Special Terms and Conditions Section XI -A

VII. REPORTING AND DELIVERY INSTRUCTIONS:

- A. Quarterly reports must be submitted by the 20th of the month following each quarter (timeline for this specific project would be: July 20, October 20, January 20, April 20 to:

Kimberly A. Scott, M.S.P.H.
 Acting Director, HIV Care Services
 Division of Disease Prevention
 109 Governor Street, PO Box 2448, Rm 317
 Richmond, VA 23218

One original of the report shall be submitted in the following format:

- a) Highlights
- b) Activities undertaken to fulfill objectives
- c) Problems and barriers encountered

d) Impression data

Quarterly progress reports will not be accepted by fax. In addition to the mailed hard copy, an electronic copy should also be e-mailed to the contract monitor overseeing the contract.

- B. **Use of Subcontractors:** If the Offeror intends to use subcontractors to perform any portion of the work described in the RFP, the Offeror must clearly state so. VDH is placing increased emphasis on its SWaM (Small, Women and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this contract in Attachment A3– Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portions(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract. BY submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate.

C. **REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:**

Unless the Contractor is a DSBSD certified small business, the contractor shall submit **monthly** reports on the direct involvement of DSBSD certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses based on the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Department of Health
Attn: Daniela Isayev
109 Governor Street
Mezzanine, Madison Building
Richmond, VA 23219

And Copy to:
Virginia Department of Health
Office of Purchasing and General Services
Attn: Nancy Sconzo
109 Governor Street
12th Floor, Room 1214
Richmond, VA 23219

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

D. **SERVICE ORGANIZATION CONTROLS:**

Service Organization Controls (SOC2) may be required for this contract. Please see link for requirements http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/10305.pdf

CERTIFICATION OF INTERNAL CONTROLS: The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

E. FFATA REPORTING: Attachment C shall be filled out annually.

VIII. VIRGINIA DEPARTMENT OF HEALTH ACTIVITIES

A. Site visits for observation may be announced or unannounced. A minimum of 48 hours' notice will be provided for review of financial or client records and programmatic data.

IX. PREPROPOSAL CONFERENCE OPTIONAL:

A. **PREPROPOSAL CONFERENCE - OPTIONAL:** An optional pre-proposal conference will be held on **December 14, 2016 at 11:00 a.m.** at the Virginia Department of Health, James Madison Building, 109 Governor Street, Room 639, Richmond, Virginia 23219. Offerors may also participate in this pre-proposal conference by phone. Audio participants should dial (866) 842-5779 between 10:55 -11:00 a.m. Please enter 8036961650 when prompted for the pass code. A roll call of audio conference participants will be taken at the beginning of the conference in order to ensure all participant attendance is recorded.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Submit all inquiries concerning this RFP in writing by email, subject "Questions on RFP # VDH-17-611-0066 to:

Nancy Sconzo

Email: nancy.sconzo@vdh.virginia.gov

Please see **Estimated Timeline on page 9.**

To ensure timely and adequate consideration of proposals, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to Nancy Sconzo for the duration of this proposal process.

X. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt,

unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XI. SPECIAL TERMS AND CONDITIONS:

- A. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the

Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- E. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- G. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- H. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- I. **PRICE ADJUSTMENT**: This Agreement is a cost reimbursement contract that is negotiated prior to annual renewal each year depending on the approved budget. The Department approved, price adjustment may be allowed at any time during the term of this Agreement
- J. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- K. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**:
1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to

furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. **PRE-PROPOSAL CONFERENCE - OPTIONAL:** An optional pre-proposal conference will be held on **December 14, 2016 at 11:00 a.m.** at the Virginia Department of Health, James Madison Building, 109 Governor Street, Room 639, Richmond, Virginia 23219. Offerors may also participate in this pre-proposal conference by phone. Audio participants should dial (866) 842-5779 between 10:55 -11:00 a.m. Please enter 8036961650 when prompted for the pass code. A roll call of audio conference participants will be taken at the beginning of the conference in order to ensure all participant attendance is recorded.
The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Submit all inquiries concerning this RFP in writing by email, subject "Questions on RFP # VDH-17-611-0066 to:

Nancy Sconzo

Email: nancy.sconzo@vdh.virginia.gov

Please see Estimated Timeline on page 9.

To ensure timely and adequate consideration of proposals, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to Nancy Sconzo for the duration of this proposal process.

- N. **CONTINUITY OF SERVICES:**
- 1.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

Street or Box Number

RFP No.

City, State, Zip Code

RFP Title

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

R. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than **\$1,000,000.00** for Loss Inside the Premises Coverage and not less than **\$1,000,000.00** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

S. **CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this contract, the Provider agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this contract (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this contract;
3. Report to the Department of Health any use or disclosure of health records not provided for by this Contract;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of health records by the Provider in violation of the requirements of this contract;
5. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;

7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. By signature of this contract, the Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) shall:
 - a. Not use or further disclose protected health information (PHI) other than as permitted or required by terms of this contract or as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
 - c. Report to VDH any use or disclosure of PHI not provided for by this contract;
 - d. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract;
 - e. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
 - f. Provide access to PHI contained in its records to VDH, in the time and manner designated by VDH, or at the request of VDH, to an individual in order to meet HIPAA access;
 - g. Make available PHI in its records to VDH for amendment and incorporate any amendments to PHI in its records at VDH request;
 - h. Document and provide to VDH information relating to disclosures of PHI as required for VDH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule; and
 - i. Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Privacy Rule.
2. HIPAA Confidentiality: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to VDH. Therefore, except as required by law, the Contractor agrees that its employees shall not:
 - a. Access or attempt to access data that is unrelated to their job duties or authorization;

- b. Access or attempt Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
- c. Disclose to any other person or allow any other person access to any information related to VDH or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.
- d. Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that VDH and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that VDH may seek legal remedies available to it should such disclosure occur. Further, VDH understands that violations of this agreement may result in contract default.

U. WHISTLEBLOWER PROTECTION STATUTE: Congress has enacted the whistleblower protection statute 41 U.S.C. §4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

- 1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
- 2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees’ rights under 41 U.S.C. §4712 shall survive termination of this agreement.

XII. GRANT TERMS AND CONDITIONS:

A. FEDERAL AWARD INFORMATION: Sub recipients of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

CFDA #:	<u>93.917</u>
Federal Grant Award Year:	<u>4/1/2017-3/31/2018</u>
Federal Grant Name:	<u>Ryan White Care Act Title II</u>
Federal Grant Number:	<u>X07HA00009</u>
Federal Awarding Agency:	<u>Health Resources and Services Administration</u>
Federal Award Identification Number:	<u>Anticipate Award 3/2017</u>

CFDA #: 93.917
 Federal Grant Award Year: 4/1/2017-3/31/2018
 Federal Grant Name: ADAP Shortfall Relief
 Federal Grant Number: X09HA26779
 Federal Awarding Agency: Health Resources and Services Administration
 Federal Award Identification Number: Anticipate Award 3/2017

CFDA #: 93.917
 Federal Grant Award Year: 9/30/17-9/29/18
 Federal Grant Name: Ryan White Part B Supplemental
 Federal Grant Number: X08HA30473
 Federal Awarding Agency: Health Resources and Services Administration
 Federal Award Identification Number: Anticipate Award 8/2017

B. FEDERAL AWARD RESTRICTIONS: There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCRF.gov.

General Provisions
 Sections: 200.400-200.401

Basic Considerations
 Sections: 200.402-200.411

Direct and Indirect (F&A) Costs
 Sections: 200.412 – 200.415

Special Considerations for States,
 Local Governments and Indian Tribes
 Sections: 200.416-200.417

General Provisions for Selected
 Items of Cost

Sections: 200.420-200.475 (with exception of 200.424 and 200.475 as these are more applicable to Higher Education Institution and other nonprofit organizations.

A DUNS number and a SAM account must be obtained prior to contract execution. Registration delays will result in delays in contract execution.

To register for a DUNS number, log on to <http://fedgov.dnb.com/webform> and complete the Number Request Form or contact 1-866-705-5711.

To register with SAM, log on to www.sam.gov and/or the SAM Help Desk www.fsd.gov. Registration is free of charge for both.

XIII. METHOD OF PAYMENT: The contractor shall be paid for actual expenditures, including sales tax, not to exceed the total award amount for the current period by the Purchasing Agency. Payment will be made monthly contingent upon satisfactory progress of contract deliverables including submission of required reports, and presentation of the request for payment in the approved format by the 15th of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia.

This agreement is a cost reimbursement contract that is negotiated prior to annual renewal each year depending on the approved budget. Price adjustment may be allowed at any time during the term of this agreement.

XIV. ATTACHMENTS:

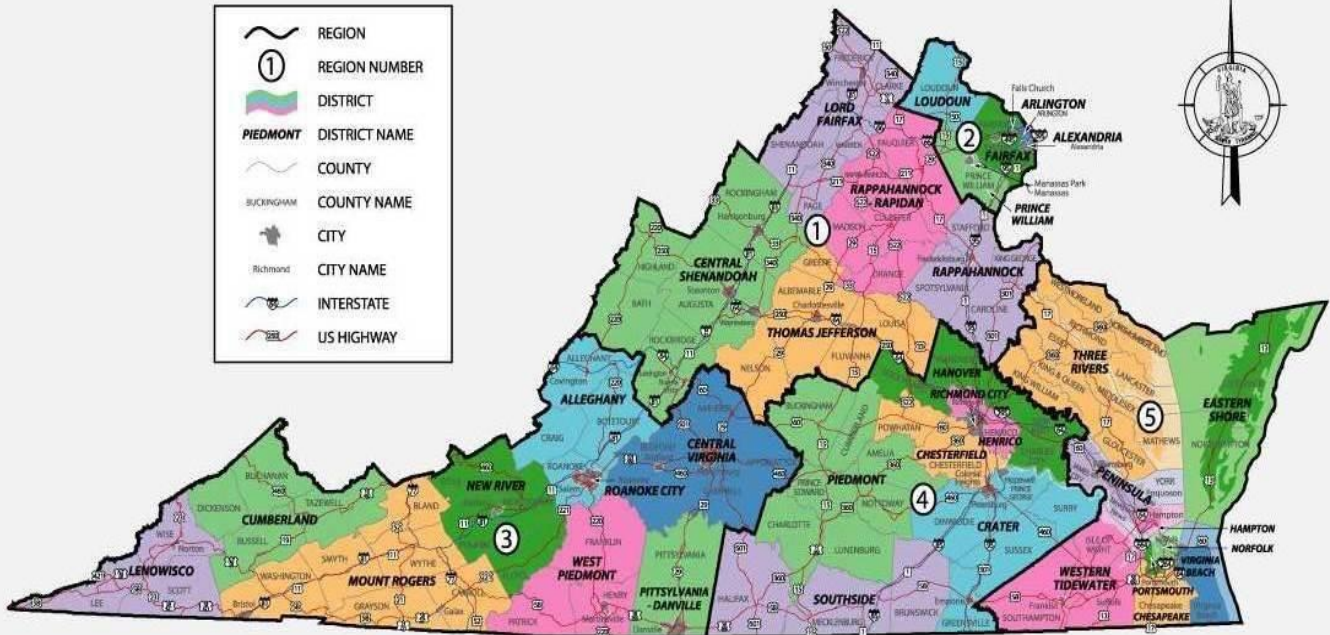
- ATTACHMENT A1 – MAP
- ATTACHMENT A2 – VENDOR DATA SHEET
- ATTACHMENT A3 – SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN
- ATTACHMENT A4 – SCC
- ATTACHMENT B – SAMPLE PROPOSAL SUBMISSION ENVELOPE
- ATTACHMENT C – FFATA REPORTING FORM
- ATTACHMENT D – RYAN WHIE PROGRAM SERVICES DEFINITION
- ATTACHMENT E – PROPOSED BUDGET FORM
- ATTACHMENT F – VDH INVOICE PROCESSING GUIDELINES
- ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT H – DATA SECURITY

Attachment A1

MAP OF VIRGINIA HEALTH REGIONS

Commonwealth of Virginia - Department of Health Division of HIV, STD, and Pharmacy Services

	REGION
	REGION NUMBER
	DISTRICT
PIEDMONT	DISTRICT NAME
	COUNTY
	COUNTY NAME
	CITY
	CITY NAME
	INTERSTATE
	US HIGHWAY



VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF COMMUNITY & PUBLIC RELATIONS - CARTOGRAPHY SECTION - 03/12

Attachment A2

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

- 1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- 2. Vendor's Primary Contact:
Name: _____ Phone: _____
- 3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____
Date: _____

Small Business Subcontracting Plan

Definitions

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. **All potential bidders are required to submit a Small Business Subcontracting Plan.**

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify under the definitions below.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Attachment A4

Virginia State Corporation Commission (SCC) registration information.

The Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT B: SAMPLE PROPOSAL SUBMISSION ENVELOPE LABEL

Commonwealth of Virginia
Department of Health
109 Governor Street
12th Floor, Room 1214
Richmond, Virginia 23219

Offeror's Name:
Offeror's Address:

Buyer: Nancy Sconzo
RFP #: VDH-17-611-0066
RFP Due Date: January 9, 2017 @ 2 p.m.

ATTACHMENT C



FFATA REPORTING FORM



The Federal Funding Accountability and Transparency Act (FFATA) intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made public via a single, searchable website. Federal awards include grants, sub-grants, loans, awards, cooperative agreements, and other forms of financial assistance, as well as contracts, subcontracts, purchase orders, task orders and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000.

In accordance with FFATA, sub-grantees are required to report the information provided on this form in order to receive funding. Please return the completed form to the following email address:

Wendy.Hupp@vdh.virginia.gov

Name of entity receiving award:	
DUNS number:	
Funding agency:	Virginia Department of Health
CFDA program number for grants:	
Program source:	"HRSA"
Award title and description of the funding action:	RYAN WHITE CARE ACT TITLE II XO7HA00009
Location of funded agency to include city, state, and congressional district:	
Place of performance if different from above location?	

Total annual compensation and names of the top five executives if:
XV. More than 80% of annual gross revenues are generated from the Federal government and those revenues are greater than \$25M annually and
XVI. Compensation information is not already available through reporting to the SEC.

Name:		Compensation:	
Name:		Compensation:	
Name:		Compensation:	
Name:		Compensation:	
Name:		Compensation:	

The above information is certified by the agency Fiscal or Financial Officer whose name and signature is provided below.

Name:		Title:	
Signature:		Date:	

Authorization -120 STAT 1186 Public law 110-252 as of September 26, 2008. Additional legislation information can be found at the web address <http://www.usaspending.gov>.

RYAN WHITE PROGRAM SERVICE DEFINITIONS

Grant Year 2017-2018

CORE SERVICES

Service categories:

1) ***Outpatient/Ambulatory Health Services*** are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription, and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis Program

Guidance: Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provided during a Medical Case Management visit should be reported in the Medical Case Management service category.

2) ***AIDS Drug Assistance Program (ADAP treatments)*** The AIDS Drug Assistance Program (ADAP) is a state-administered program authorized under Part B of the RWHAP to provide FDA-approved medications to low income clients with HIV disease who have no coverage or limited health care coverage. ADAPs may also use program funds to purchase health insurance for eligible clients and for services that enhance access to, adherence to, and monitoring of antiretroviral therapy. RWHAP ADAP recipients must conduct a cost effectiveness analysis to ensure that purchasing health insurance is cost effective compared to the cost of medications in the aggregate.

3) ***AIDS Pharmaceutical Assistance (local)*** AIDS Pharmaceutical Assistance services fall into two categories, based on RWHAP Part funding.

1. Local Pharmaceutical Assistance Program (LPAP) is operated by a RWHAP Part A or B recipient or sub recipient as a supplemental means of providing medication assistance when an ADAP has a restricted formulary, waiting list and/or restricted financial

eligibility criteria. RWHAP Part A or B recipients using the LPAP service category must establish the following:

- Uniform benefits for all enrolled clients throughout the service area
 - A recordkeeping system for distributed medications
 - An LPAP advisory board
 - A drug formulary approved by the local advisory committee/board
 - A drug distribution system
 - A client enrollment and eligibility determination process that includes screening for ADAP and LPAP eligibility with rescreening at minimum of every six months
 - Coordination with the state's RWHAP Part B ADAP part A statement of need should specify restrictions of the state ADAP and the need for the LPAP
 - Implementation in accordance with requirements of the 340B Drug Pricing Program and the Prime Vendor Program
2. Community Pharmaceutical Assistance Program is provided by a RWHAP Part C or D recipient for the provision of long-term medication assistance to eligible clients in the absence of any other resources. The medication assistance must be greater than 90 days.
- 4) **Oral health care** Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.
- 5) **Early intervention services (EIS)** EIS services must include the following four components:
- Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV infected
 - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
 - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
 - Referral services to improve HIV care and treatment services at key points of entry
 - Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
 - Outreach Services and Health Education/Risk Reduction related to HIV diagnosis
- 6) **Health Insurance Premium & Cost Sharing Assistance** provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. To use RWHAP funds for health insurance premium and cost sharing assistance, a RWHAP Part recipient must implement a methodology that incorporates the following requirements:
- RWHAP Part recipients must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral

therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services

- RWHAP Part recipients must assess and compare the aggregate cost of paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective

7) **Home Health Care** the provision of services in the home that are appropriate to a client's needs and are performed by licensed professionals.

8) **Home and Community-based Health Services** are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Services include:

- 1) Appropriate mental health, developmental, and rehabilitation services
- 2) Day treatment or other partial hospitalization services
- 3) Durable medical equipment
- 4) Home health aide services and personal care services in the home

***Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.

9) **Hospice services** are end-of-life care services provided to clients in the terminal stage of an HIV-related illness. Allowable services are:

- 1) Mental health counseling
- 2) Nursing care
- 3) Palliative therapeutics
- 4) Physician services

Room and board Program Guidance: Services may be provided in a home or other residential setting, including a nonacute care section of a hospital that has been designated and staffed to provide hospice services. This service category does not extend to skilled nursing facilities or nursing homes. To meet the need for hospice services, a physician must certify that a patient is terminally ill and has a defined life expectancy as established by the recipient. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling. Palliative therapies must be consistent with those covered under respective state Medicaid programs.

10) **Mental health services** are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

***Program Guidance: Mental Health Services are allowable only for HIV-infected clients.

11) **Medical nutrition therapy** includes:

- 1) Nutrition assessment and screening
- 2) Dietary/nutritional evaluation
- 3) Food and/or nutritional supplements per medical provider's recommendation
- 4) Nutrition education and/or counseling

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.

Program Guidance: All services performed under this service category must be pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietitian or other licensed nutrition professional. Services not provided by a registered/licensed dietician should be considered Psychosocial Support Services under the RWHAP. See Food-Bank/Home Delivered Meals

12) **Medical Case management services (including treatment adherence)** is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- 1) Initial assessment of service needs
- 2) Development of a comprehensive, individualized care plan
- 3) Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- 4) Continuous client monitoring to assess the efficacy of the care plan
- 5) Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- 6) Ongoing assessment of the client's and other key family members' needs and personal support systems
- 7) Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- 8) Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance: Medical Case Management services have as their objective improving health care outcomes whereas Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services.

13) **Substance abuse services outpatient** is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include: •

- 1) Screening
- 2) Assessment
- 3) Diagnosis, and/or

- 4) Treatment of substance use disorder, including:
 - Pretreatment/recovery readiness programs
 - Harm reduction
 - Behavioral health counseling associated with substance use disorder
 - Outpatient drug-free treatment and counseling
 - Medication assisted therapy
 - Neuro-psychiatric pharmaceuticals o Relapse prevention

Program Guidance: Acupuncture therapy may be allowable under this service category only when, as part of a substance use disorder treatment program funded under the RWHAP, it is included in a documented plan.

SUPPORT SERVICES

- 14) **Case Management (non-Medical)** provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the RWHAP Part recipient. Key activities include:

- 1) Initial assessment of service needs
- 2) Development of a comprehensive, individualized care plan
- 3) Continuous client monitoring to assess the efficacy of the care plan
- 4) Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- 5) Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance: Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes.

- 15) **Child care services** supports intermittent child care services for the children living in the household of HIV-infected clients for the purpose of enabling clients to attend medical visits, related appointments, and/or RWHAP-related meetings, groups, or training sessions. Allowable use of funds include:

- 1) A licensed or registered child care provider to deliver intermittent care HIV/AIDS BUREAU POLICY 16-02 16
- 2) Informal child care provided by a neighbor, family member, or other person (with the understanding that existing federal restrictions prohibit giving cash to clients or primary caregivers to pay for these services)

Program Guidance: The use of funds under this service category should be limited and carefully monitored. Direct cash payments to clients are not permitted. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision process.

NOTE: This does not include child care while a client is at work.

16) **Emergency financial assistance** provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. Program Guidance: Direct cash payments to clients are not permitted.

17) **Food bank/home-delivered meals** refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

Personal hygiene products; Household cleaning supplies; Water filtration/purification systems in communities where issues of water safety exist.

Program Guidance: Unallowable costs include household appliances, pet foods, and other non-essential products.

18) **Health education/risk reduction** is the provision of education to clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Topics covered may include:

- 1) Education on risk reduction strategies to reduce transmission such as pre-exposure prophylaxis (PrEP) for clients' partners and treatment as prevention
- 2) Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medicaid coverage, Medicare coverage)
- 3) Health literacy

Treatment adherence education Program Guidance: Health Education/Risk Reduction services cannot be delivered anonymously.

19) **Housing services** provide limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain outpatient/ambulatory health services. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Housing services are transitional in nature and for the purposes of moving or maintaining a client or family in a long-term, stable living situation. Therefore, such assistance cannot be provided on a permanent basis and must be accompanied by a strategy to identify, relocate, and/or ensure the client or family is moved to, or capable of maintaining, a long-term, stable living situation. Eligible housing can include housing that provides some type of medical or supportive services (such as residential substance use disorder services or mental health services, residential foster care, or assisted living residential services) and housing that does not provide direct medical or supportive services, but is essential for a client or family to gain or maintain access to and compliance with HIV-related outpatient/ambulatory health services and treatment.

Program Guidance: RWHAP Part recipients must have mechanisms in place to allow newly identified clients access to housing services. Upon request, RWHAP recipients must provide HAB with an individualized written housing plan, consistent with RWHAP Housing Policy 11-01, covering each client receiving short term, transitional and emergency housing services. RWHAP recipients and local decision making planning bodies, (i.e., Part A and Part B) are strongly encouraged to institute duration limits to provide transitional and emergency housing services. The US Department of Housing and Urban Development (HUD) defines transitional housing as up to 24 months and HRSA/HAB recommends that recipients consider using HUD's definition as their standard. Housing services funds cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments.

- 20) **Linguistics services** provide interpretation and translation services, both oral and written, to eligible clients. These services must be provided by qualified linguistic services providers as a component of HIV service delivery between the healthcare provider and the client. These services are to be provided when such services are necessary to facilitate communication between the provider and client and/or support delivery of RWHAP-eligible services.

Program Guidance: Services provided must comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS).

- 21) **Medical transportation services** is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance: Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

- 22) **Outreach services** include the provision of the following three activities:

- 1) Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
- 2) Provision of additional information and education on health care coverage options
- 3) Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Program Guidance: Outreach programs must be:

- Conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior
- Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness
- Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort
- Targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection Funds may not be used to pay for HIV counseling or testing under this service category.

23) ***Psychosocial support services*** provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include:

- 1) Bereavement counseling
- 2) Caregiver/respite support (RWHAP Part D)
- 3) Child abuse and neglect counseling
- 4) HIV support groups
- 5) Nutrition counseling provided by a non-registered dietitian (see Medical Nutrition Therapy Services)
- 6) Pastoral care/counseling services

Program Guidance: Funds under this service category may not be used to provide nutritional supplements (See Food Bank/Home Delivered Meals). RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation. Funds may not be used for social/recreational activities or to pay for a client's gym membership. For RWHAP Part D recipients, outpatient mental health services provided to affected clients (people not identified with HIV) should be reported as Psychosocial Support Services; this is generally only a permissible expense under RWHAP Part D.

24) ***Referral for health care/supportive services*** directs a client to needed core medical or support services in person or through telephone, written, or other type of communication. This service may include referrals to assist eligible clients to obtain access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).

Program Guidance: Referrals for Health Care and Support Services provided by outpatient/ambulatory health care providers should be reported under the Outpatient/Ambulatory Health Services category. Referrals for health care and support services provided by case managers (medical and non-medical) should be reported in the appropriate case management service category (i.e., Medical Case Management or Non-Medical Case Management).

- ab. *Rehabilitation services*** are provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client’s quality of life and optimal capacity for self-care.

Program Guidance: Examples of allowable services under this category are physical and occupational therapy.

- ac. *Respite care*** is the provision of periodic respite care in community or home-based settings that includes non-medical assistance designed to provide care for an HIV infected client to relieve the primary caregiver responsible for the day-to-day care of an adult or minor living with HIV.

Program Guidance: Recreational and social activities are allowable program activities as part of a respite care service provided in a licensed or certified provider setting including drop-in centers within HIV Outpatient/Ambulatory Health Services or satellite facilities.

Funds may not be used for off premise social/recreational activities or to pay for a client’s gym membership.

Funds may be used to support informal, home-based Respite Care, but liability issues should be included in the consideration of this expenditure.

Direct cash payments to clients are not permitted.

See Psychosocial Support Services

- ad. *Substance abuse services—residential*** is the provision of services for the treatment of drug or alcohol use disorders in a residential setting to include screening, assessment, diagnosis, and treatment of substance use disorder. This service includes:

- Pretreatment/recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention
- Detoxification, if offered in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of an inpatient medical or psychiatric hospital)

Program Guidance: Substance Abuse Services (residential) is permitted only when the client has received a written referral from the clinical provider as part of a substance use disorder treatment program funded under the RWHAP.

Acupuncture therapy may be allowable funded under this service category only when it is included in a documented plan as part of a substance use disorder treatment program funded under the RWHAP.

RWHAP funds may not be used for inpatient detoxification in a hospital setting, unless the detoxification facility has a separate license.

Other Professional Services Description: Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the individual living with HIV and involving legal matters related to or arising from their HIV disease, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the RWHAP
 - Preparation of:
 - Healthcare power of attorney
 - Durable powers of attorney
 - Living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits

Program Guidance: Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under the RWHAP.

ATTACHMENT E - PROPOSED BUDGET FORM

The following categories and format are being provided to ensure appropriate ordering of budget categories and placement of line items. The descriptions under each are examples of allowable costs but may not be approved/included in every contract. Specific line items and costs are negotiated in your initial contract with any modifications requiring approval. If you have any questions, please contact your HIV Services Coordinator.

Caps on expenses: Part B contractors can allocate up to 10% of their grant award for administration. Indirect costs are allowable only when the contractor/subcontractor has a certified indirect cost rate approved by their Federal cognizant agency.

Include the following in the Budget Justification narrative:

Personnel Costs: Personnel costs should be explained by listing each staff member who will be supported from funds, name (if possible), position title, percent full time equivalency, and annual salary.

Indirect Costs: Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For institutions subject to OMB Circular A-21, the term “facilities and administration” is used to denote indirect costs. If an organization applying for an assistance award does not have an indirect cost rate, the applicant may wish to obtain one through HHS’s Division of Cost Allocation (DCA). Visit DCA’s website at: <http://rates.psc.gov/> to learn more about rate agreements, the process for applying for them, and the regional offices which negotiate them.

Fringe Benefits: List the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plan, tuition reimbursement. The fringe benefits should be directly proportional to that portion of personnel costs that are allocated for the project.

Travel: List travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops.

Equipment: List equipment costs and provide justification for the need of the equipment to carry out the program’s goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers and furniture items that meet the definition of equipment (a unit cost of \$5000 and a useful life of one or more years).

Supplies: List the items that the project will use. In this category, separate office supplies from medical and educational purchases. Office supplies could include paper, pencils, and the like; medical supplies are syringes, blood tubes, plastic gloves, etc., and educational supplies may be pamphlets and educational videotapes. Remember, they must be listed separately.

Subcontracts: To the extent possible, all subcontract budgets and justifications should be standardized, and contract budgets should be presented by using the same object class categories contained in the Standard Form 424A. Provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Other: Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category. In some cases, grantee rent, utilities and insurance fall under this category if they are not included in an approved indirect cost rate.)

Start-up: Start-up funds are available for new contracts only. This does not include renewals. Startup funds should be requested at the time of contract negotiations. Once contracts have been signed by the DDP and VDH administration, the DDP will process start-up fund requests. Start-up funds may not exceed 1/12 of the total budget. Letters requesting start-up funds should be submitted along with the budget and work plan to the Division Director.

Premiums: The [periodic payment](#) (generally monthly or quarterly) made to an [insurance policy](#) on behalf of eligible clients.

Co-Pays and Deductibles: Co-pays are the fixed amount of money paid when covered services or medications are provided. Deductibles are the fixed amount of covered expenses that must be incurred on behalf of the client for certain services, supplies, and medications before the insurance plan pays for covered benefits.

PROGRAM: Virginia AIDS Drug Assistance Program (ADAP) Assist

OFFEROR: _____

RFP #: VDH-17-611-0066

GRANT YEAR: GY17 (April 1, 2017 through March 31, 2018)

	Direct Service	Administrative	TOTAL
Personnel			
Fringe			
Travel			
Equipment			
Supplies			
Contractual			
Other			
Indirect			
Start-Up			
Co-Pays and Deductibles			
Premiums			
TOTALS			

Signature: _____

Date: _____

Definitions

Direct Service – Activities related to direct client service (i.e. personnel that work with clients and/or determine eligibility and those that directly supervise service provision)

Administrative– Activities related to operation of the agency, but not directly involved in client services (i.e. accountant, rent, agency operations, and administrative staff).

ATTACHMENT F

VDH Invoice Processing Guidelines

(Please Note: Invoice Processing Guidelines are periodically reviewed to ensure compliance with the most recent federal and state requirements. Contractors will be provided with updated guidelines when appropriate.)

Salary and fringe categories: A spreadsheet or word document that includes an employee name (as it appears on the payroll-no nicknames), amount of salary and fringe charged to the contract requesting reimbursement for the current billing cycle. If the salary/fringe is allocated to numerous grants add two columns (one for salary and one for fringe) and key the amount charged for each grant impacted. Be sure to label columns appropriately.

Documentation: Contractors are required to provide supporting documentation with each request for payment to reflect each line item expenditure. To receive payment, these entities must submit vendor invoices to the agency that received the goods or services. The term, invoice, refers to the original vendor prepared bill that must be attached to the payment as supporting documentation.”

Proof of payment must be included. Write at the top of each receipt the category that it matches as supporting documentation. This should indicate the line item to be charged on the payment request. Making this quick note will help the finance staff to process your request quicker. Although no receipts are required for indirect costs, the negotiated percent needs to be noted as well as the items used to calculate the indirect cost.

Examples of supporting documentation may include, but are not limited to:

Examples of supporting documentation may include, but are not limited to:

- Copy of original receipt for equipment, supplies or other expenses
- Copy of the contractual agreement or contractor’s invoice for services rendered
- Copy of bill/invoice with the check number and date noted or copy of rental/lease agreement
- indicating agreement period and rental amount or copy of check with rental month noted on the memo line.
- Supplies:
 - Food expenditures - specify on the receipt the event where the food was served or distributed (i.e.: intervention, workshop, committee meeting)
 - General Office supplies – include copy of original receipt noted as supplies
 - Gift cards/incentives – specify on the receipt the intervention supported.

Contractors that divide costs for specific line items across multiple grants programs/funding sources should indicate on the documentation what portion or amount is being charged to the request submitted. If the supporting documentation does not match the total requested for reimbursement, it will not be processed until the discrepancy is resolved.

Please put the grant program name, full contract number and Federal Tax ID number (FIN) on each request for payment. Also, include on the payment request the name, phone number and email address of the individual to contact with any questions. This will help to expedite the payment request. Contractors must request reimbursement for the exact amount of money spent in each budget line item. VDH does not allow contractors to round costs to the nearest dollar.

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

ATTACHMENT I – DATA SECURITY AND CONFIDENTIALITY

Virginia Department of Health
Division of Disease Prevention
HIV Care Services
Service: Standards

DATA SECURITY and CONFIDENTIALITY

Sub recipients and subcontractors are required to comply with the VDH, DDP Data Security, and Confidentiality Guidelines. The DDP's Security and Confidentiality Guidelines (hereafter referred to as the Confidentiality Guidelines) is intended to ensure privacy, confidentiality, and security principles of the Division's patient level information, in accordance with Commonwealth of Virginia laws and regulations, as well as the CDC HIV/AIDS security guidelines related to HIV/AIDS.

This document serves as a reference to guidelines that ensure the confidentiality and security of information and data collected by and for the Division's programs. The guidelines also assist with the Division's compliance with relevant state and federal laws and regulations concerning the protection of confidential information.

Guidelines will be made available to all sub recipients and subcontractors annually. All sub recipient and subcontractor staff that handle client identifying information is asked to sign and submit annually a Verification of Receipt and Assurance of Key Requirements statement to indicate that they have read the most current version of the Confidentiality Guidelines in its entirety, that they have read and understood these key requirements, and that they have discussed any content that they did not understand with their supervisor. New hires throughout the grant period will also review and sign the Verification of Receipt and Assurance of Key Requirements statement as part of their RWB sub recipient orientation. The Guidelines are updated annually (springtime) and are posted online by DDP. Once that is done, sub recipients are notified and sent a link to the revised Guidelines.