



COMMONWEALTH of VIRGINIA
Department of Health
P O BOX 2448

RICHMOND, VA 23218

REQUEST FOR PROPOSALS (RFP)

Issue Date: May 18, 2023 RFP No. VDH-23-601-0270

Title: Pharmacy Benefit Management (PBM) Services

Commodity Code: 91869

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

Location where work will be performed: Statewide

PERIOD OF PERFORMANCE: The initial period of contract will be from 10/1/23-3/31/24. The contract is subject to optional Four, two year renewals thereafter per Section IX. Special Terms and Conditions, Item E. Renewal of Contract.

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held on **May 25, 2023 at 10:00** a.m. via a Microsoft Teams conference call. Details can be found in section VII of this RFP document.

Sealed Proposals Will Be Received Until **June 20, 2023 at 2:00 P.M.** For Furnishing The Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To: Danielle Blackwell at:
Email: Danielle.Blackwell@vdh.virginia.gov

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)
Title: _____
Zip Code: _____

EVA Vendor ID Number _____

DUNS number _____ Phone: (____) _____

E-mail: _____ Fax: (____) _____

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to secure the services of a qualified contractor to provide Pharmacy Benefit Management (PBM) services, including claims adjudication, coordination of benefits, for pharmacies to perform the following services: point-of-sale processing, medication ordering/dispensing, and shipping for a subset of clients, monitoring and assuring 340B compliance requirements for the Virginia AIDS Drug Assistance Program with all of its contracted entities for service provision, and rebate administration for Virginia's Ryan White HIV/AIDS Part B Program (RWHAP B). 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 protect the health and promote the well-being of people in Virginia. One way that VDH strives to achieve its mission is through expanding access to quality medical and support services for People with HIV (PWH) who are uninsured or underinsured and have limited resources. VDH receives and uses a combination of state, federal, and other ancillary resources to support the provision of core medical and support services for PWH in Virginia. Please visit these two websites to learn more about Virginia's Ryan White HIV/AIDS Part B (RWHAP B) program:

<https://www.vdh.virginia.gov/disease-prevention/disease-prevention/hiv-care-services/>,
<https://www.vdh.virginia.gov/disease-prevention/vamap/>

As part of its RWHAP B program, VDH receives RWHAP B funds from the Health Resources and Services Administration (HRSA) for the AIDS Drug Assistance Program (ADAP, now called VA Medication Assistance Program or VA MAP) for the provision of medications to approximately 5,000 eligible clients for the treatment of HIV disease (this number may increase or decrease based on public health emergencies and other external factors that affect program utilization). VDH provides assistance with insurance enrollment, and premium and medication cost sharing assistance for eligible clients enrolled in any VDH approved insurance coverage plans including Medicare plans that provide prescription drug coverage and plans made available by the Health Insurance Marketplace through the Affordable Care Act (ACA). VDH also provides medication cost sharing assistance for eligible clients enrolled in employer-sponsored insurance coverage. VDH provides clients with no insurance or insufficient insurance with medication assistance directly through the VDH's Division of Pharmacy Services (DPS).

With this RFP, VDH aims to secure the services of a Contractor that can offer a full range of PBM services and meet all PBM requirements that provide statewide access to and distribution of pharmaceuticals to ADAP clients with and without health insurance. The contractor must offer and manage two systems of pharmaceutical distribution to clients including but not limited to:

- A. Establishing a process/system for electronic adjudication of insured clients' medication claims, including development and sustainment of a statewide network of participating pharmacies.
- B. In addition to the system above, establishing and maintaining a system of pharmaceutical distribution to clients who are uninsured/insufficiently insured through a statewide network of full-service pharmacies sites and include a mail-order services option. Contractor shall have the ability to electronically adjudicate all claims. In this system, the contractor shall act as an ordering/dispensing/shipping agent for VDH.
- C. Managing the rebate administration for RWHAP B, including submission of rebate claims, and tracking and reconciliation of payments from manufacturers.

III. STATEMENT OF NEEDS:

The scope of work shall be implemented in phases, with the PBM service provisions for insured clients (~3300) and rebate administration implemented by contract inception date. Phase II shall incorporate additional PBM services for uninsured clients (~1700) during a future renewal period and shall be determined by the VDH (estimated June 2024; for a total of ~5,000 clients with the initiation of Phase II). All other general requirements listed in this RFP shall be in place/met by contract inception date, unless specifically connected to PBM services for uninsured clients only.

The contractor shall 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, payment in a timely manner for allowable costs, and submission & tracking of rebates. Virginia MAP reserves the exclusive right to all available 340B partial pay rebates from the transactions in which VA MAP participates as a payer of insurance out of pocket payments on behalf of VA MAP enrollees. This must be explicitly agreed upon between contractor and in-network dispensing pharmacies.

Submitted proposals shall address the implementation of all service phases and include a comprehensive, time-phased work plan and budget demonstrating how the services described in this RFP shall be provided. Work plans shall include the following:

1. Narrative description of the offeror's qualifications to provide these services.
2. Capability to manage approximately 5,000 PBM service clients, its capability to manage an increasing client base, and capability to adjusting access to drugs within 48 hours from any formulary changes by VDH. Service provision should include principles of trauma informed care.
3. Capability for communication between the two pharmaceutical distribution systems (insured and uninsured) for all PBM services, client eligibility, data reporting, and invoicing to VDH.
4. Detail client transition from the existing contractor without disruption of medication services within 30 days of fully executed contract.
5. Information about the offeror's Continuity of Operations Plan (COOP).

Offeror shall provide copies of any satisfaction surveys conducted to evaluate overall performance, user interface capabilities, customer support and account management activities upon request by VDH.

The Contractor shall:

- A. Furnish all materials, labor, and resources to provide the services in this RFP and shall execute a VDH-specific Business Associates Agreement before the start of the contract. Any data collected under this scope of work are the property of the Virginia Department of Health.
- B. Possess the staff, technology, and expertise needed to provide PBM services to clients enrolled in the VA MAP PBM service program.
- C. Have experience providing PBM services to other ADAPs.
- D. Ability to interface with client-level data system, Provide Enterprise, provided by Groupware Technologies Inc. (GTI) or any other VDH-approved software system.
- E. Not allow any network pharmacy to function as a 340B pharmacy for these services. If a pharmacy is a 340B-contracted pharmacy under another entity, then pharmacy must submit written documentation that it attests its drug stock will not be used for HIV approved participants and it is not 340B double-

dipping (aka duplicate discount) for rebate dollars. 340B rebate dollar rights under this agreement are exclusive to VDH. <https://www.hrsa.gov/opa/340b-opais/index.html>

Demonstrate the ability to execute the following:

F. PBM Service Specifications for both systems:

1. Establish and maintain a statewide pharmacy network to serve VA MAP **insured** clients in all regions of the state by October 1, 2023.
2. Operate and manage a 2nd statewide network with full-service, statewide pharmacy sites and mail-order service option to serve **uninsured/insufficiently insured** VA MAP clients by the VDH specified date (estimated June 2024). Offeror must work with the State's master contract-approved wholesale vendor to purchase and distribute medications to uninsured clients in this model. As such, this must include a Ship-To/Bill-To model for any clients in this model who request mail order services to their residences as required by applicable state and federal law.
 - a. The mail-order service option must include overnight shipping capability.
 - b. Offeror must use in the mail-order service option, VDH as the "bill to address" and the location of the Contract Pharmacy as the "ship to address" for those patients whose medication is covered under the 340B model.
3. Provide a time-phased plan illustrating availability of network pharmacy providers in all regions/service areas throughout the state, with specificity on how the system will provide these services to uninsured clients.
4. Pay the network pharmacies in a timely manner, according to individual contracts between the Offeror and the network pharmacies and in accordance with the National Council for Prescription Drug Programs (NCPDP) Guidelines.
5. Contractor must assure adequate and equitable coverage to rural areas in the state, providing a geographically diverse network of pharmacies which should include:
 - a. Chain and independent retail pharmacies
 - b. Institutional pharmacies (e.g., University based hospitals, county hospitals, health maintenance organizations, etc.
 - c. Specialty pharmacies
 - d. Mail-order pharmacies
6. Maintain an open enrollment process that will allow additional pharmacies to enter the network.
7. Adjudicate all electronic claims received from network pharmacies in accordance with the terms of this Contract. VA MAP medication claims for the past year total approximately 52,200 (uninsured: 13,627 and insured: 38,589) but could fluctuate from year to year.
 - a. Create and distribute PBM service cards to all eligible clients, with specific card distinctions to ensure claim adjudication is captured by each client grouping (i.e., Marketplace/ACA, employer-sponsored, Medicare, uninsured) that will be used in either of the pharmaceutical distribution systems as appropriate.

- b. Ensure cost share payments are only made for active clients in VA MAP PBM Service on the date of the pharmacy transaction.
 - c. 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 and pharmacies can perform split billing and back billing if needed.
 - d. Be prepared to develop a Bin or PCN block structure to ensure all clients' PBM card are correctly linked to their reported insurance carrier or method for direct medication access.
 - e. Provide electronic claims adjudication and direct pay of 100% cost for prescription drugs in the event of an emergency for both pharmaceutical distribution systems.
8. Track daily eligibility lists (received from Provide Enterprise) and do not pay claims for inactive or ineligible VA MAP clients or pay for ineligible charges, such as non-formulary medications. Charges for ineligible services or medications shall not be passed on to the VDH.
9. Ensure receipt of medication prescription transmissions in a secure and electronic format in accordance with all state and federal laws and guidelines related to transmitting prescriptions for medication dispenses.
10. Screen for other insurance benefit homes or programs that a client may be enrolled in, and exhaust all means of prescription claim payment with ADAP and other drug sponsored program so VDH is the final payer and remains the payer of last resort as required by federal law. This screening will require coordination with the established Insurance Benefits Manager for VDH to ensure that applicable expenditures are credited toward meeting the client's out-of-pocket expenditure requirements of the health insurance plan.
11. Bill (or instruct pharmacies to bill) third-party payers when clients are found to be retro-eligible for other insurance benefit programs to ensure the program is the payer-of-last-resort.
12. Coordinate with Medicare, Medicaid, and private and commercial insurance carriers, including management of secondary claims and communication to the True-Out-Of- Pocket (TrOOP) Medicare Part D facilitator for the coordination of benefit payments made by ADAP and other drug sponsored programs for patient's out-of-pocket expenditures. This includes participating in data sharing with CMS and maintaining an ADAP-specific unique Prescription Benefit International Number (RxBIN) and a unique Pharmacy Benefit Processor Control Number (PCN) to code for coverage that is supplemental to Medicare Part D.
13. Track and reconcile multiple payer sources and provide billing services for both pharmaceutical distribution systems (as applicable) to include at a minimum:
 - a. Split billing;
 - b. Back-billing;
 - c. Delayed billing when awaiting determination of co-payment responsibility, and
 - d. Invalid claims and overpayment restitution (restitution is not required if invalid claim or overpayment is the result of inaccurate or untimely information provided by VDH).

- e. Ability to operate continuously and administer approved payments without interruption for up to 120 days without reimbursement from the State or if the State's reimbursements are delayed.
14. Adjudicate pharmaceutical-related claims and perform drug utilization management which includes collection, analytics, and reporting of data on pharmaceutical medications dispensed for uninsured and insurance-related claims and real time dispensing and claim data.
 15. Monitor and ensure all pharmacy and/or pharmacists provide guidance to prevent any potentially harmful drug interactions in connection with prescriptions filled for clients and adherence counseling in accordance with Inappropriate Antiretroviral Therapies outline by the FDA.
 16. Ensure clients are provided basic treatment adherence counseling at each prescription medication fill and refill. This service must include assisting individuals with adherence to complex regimens, determine when each prescription refill is needed to ensure that the individual does not accumulate excess medications, and assess the clients need for compliance multidose packaging for medications to improve adherence. The patient contact and pharmacy support services will be provided to all enrolled individual receiving medications regardless of the purchase method for the medications.
 17. Provide a method and written protocol for reversal of medications not picked up or delivered to the client (i.e. unclaimed medications), allowing for shipment back to facility for appropriate destruction of unutilized/unclaimed drugs at no charge to the State.
 18. Establish procedures with in-network pharmacies to dispense medications and monitor and maintain a scheduled shipment plan for each uninsured client for all refills. Dispensing and shipments cannot be less than 21 days apart for those clients electing mail order prescription delivery. Review all prescriptions dispensed under this contract at least monthly to assure compliance with contract and appropriateness with VDH prescribing guidelines and eligibility of clients receiving services. Any drugs dispensed outside the VDH guidelines or to clients outside the state without the permission of the VDH will be the fiscal responsibility of the Offeror. Procedures must include at a minimum:
 - a. Notification of all clients prior to shipment and informing the clients if the scheduled shipment will not be delivered by the scheduled shipment interval.
 - b. Ensure mail order prescriptions medications are shipped within 2 days of receipt of a prescription, unless overnight is requested by VDH staff.
 - c. Ship with prior authorization from the VDH, refills to participants who are temporarily [three (3) months or less] located anywhere in the continental United States, at no additional cost to VDH.
 - d. For new VDH clients, dispense medications within 2 business day once they have received the eligibility file from VDH, received a prescription from the client's provider and contacted the client.
 - e. For existing VDH clients, contact the client and provider, if necessary, and dispense medications prior to the next refill date with sufficient time for pick up or delivery to the client.
 - f. Provide monitoring on all refill prescriptions using the mail-order option.

- g. Provide “compliance multidose package” medication when requested from prescribing medical provider.
 - h. Provide monthly Mail Order Billing report. Report should be itemized for aggregate amounts for both insured and uninsured clients.
19. Provide, maintain, and document a virtual medication inventory process for the system that provides medication access to uninsured clients. This will require use of and coordination with the state’s master contracted wholesaler to accomplish virtual inventory management that adheres to all requirements including 340B compliance.
 20. Provide and maintain an electronic inventory tracking system for all prescriptions dispensed to uninsured clients and provide a monthly and itemized virtual inventory Report to VDH for reconciliation. The inventory is a virtual inventory; therefore, coverage for shrinkage will be the responsibility of the contractor. All inventory adjustments must be made within 60 days, following approval of the Virtual Inventory Report by the VDH.
- G. Develop and maintain a VDH-specific PBM system and/or website with up-to-date information on accessing VA MAP services.
1. Provide VDH staff with access to a secured system or website to view, at a minimum, client eligibility data and claim statuses, rebate data and for view or creation of PBM service reports.
 2. Provide the RWHAP B eligibility requirements for potential and existing clients to access medications on the website.
 3. Provide an option on the website for clients to check for a network pharmacy (insured and uninsured clients) in their area.
- H. Help Desk
1. Maintain a Help Desk that may be used for customer service, provider inquiries, and claim issues (VDH may require a dedicated line for medical providers).
 2. Record, track, and provide Help Desk Reports on activity statistics by providers and clients.
 3. Provide clients and providers with an incident reporting process and form to register complaints regarding pharmacy medication dispensing issues. The incident report process must include regular VDH notification of all reports and resolutions.
 4. Ensure 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.
 - a. Provide translation services for non-English speaking clients and TTY services for those who are deaf or have hearing loss.
- I. Emergency Medication Provision for Uninsured/Insufficiently Insured through the transition to Phase II of this contract.
1. Provide prescription access to VA MAP enrollees who normally directly receive medications from the Virginia Department of Health’s Division of Pharmacy Services (uninsured/insufficiently insured) in the event of an emergency. All instances where the

Division of Pharmacy Services 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 MAP enrollees to other jurisdictions or enrollees of other jurisdictions being evacuated to Virginia and in either scenario, the functions of the Division of Pharmacy Services 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 and show scenario management that allow client needs for medication refills dependent on the severity of the emergency including duration until routine operations are established. The emergency plan shall include:

- a. Prescription access within 48 hours of the emergency event and service continued until the resolution of the emergency event;
- b. Access to in-network retail and mail-order pharmacies not affected by the emergency event;
- c. Participating pharmacy list;
- d. Electronic claims adjudication process;
- e. Provide each enrollee with a temporary member ID to allow electronic real time medication access

J. Rebate Administration

1. Manage rebate administration for the VA MAP, including submission of claims to manufacturers at designated intervals in accordance to VDH's schedule, tracking of rebate payments, and resolution of submission and/or payment concerns. If projected rebate dollars are not obtained due to contractor error, the contractor may be required to reimburse the program the estimated rebate dollars and penalties at the discretion of the program.
 - a. Provide a rebate administration system module to house up-to-date data on rebate claims and payments, with the ability to generate claim level detail reporting, trending, and analytics.
 - b. Coordinate the manufacturer payment process with the VDH fiscal team. Manufacturers must submit all rebate payments directly to VDH.

K. Contractor Qualifications

1. Contractor must be a licensed pharmacy in good standing with the appropriate State Licensing Agency and must be a licensed Virginia Medicaid provider with the Virginia Department of Medical Assistance Services (or able to secure the ability to be a licensed Medicaid Provider).
2. Contractor must have five (5) years' experience in pharmacy benefits management or prescription drug point of sale processing and working with a large pharmacy network, including pharmacies which have customers with multiple payment sources.
3. Contractor must possess five (5) years' experience providing oversight and management of a 340B pricing agent on behalf of a state entity, with emphasis on inventory management/billing/reporting in a virtual setting.

L. Contract Management

1. Provide a PBM Service Account/Project Manager, who at a minimum shall provide the following:
 - a. Serve as a primary day-to-day contact with VDH service coordinator.
 - b. Request technical assistance as needed.
 - c. Prepare monthly, quarterly, and annual reports as required.
 - d. Attend, lead, and prepare materials for meetings as requested (in-person, via phone or other approved methods).
 - e. Ensure all necessary operational components are completed prior to implementation and problem solve after implementation.
 - f. Designate an alternate contact when the Account Manager is unavailable.
 - g. Ensure that the Offeror, as well as any sub offerors, fulfills its duties and responsibilities under the Contract.
 - h. Notify VDH if a pharmacy provider does not meet the Offeror's service, inventory, and timeliness standards, to discuss and determine with the VDH approval whether the pharmacy provider should be allowed to enter or stay in the pharmacy network.
 - i. Inform the VDH when there are changes in the pharmacy network within one (1) business day when there are problems or emergent situations.
 - j. Communicate at least monthly with pharmacies in the network to inform them of program issues, such as formulary updates, changes in how VA MAP interacts with insurance companies or other government payers, and other relevant issues. Include VA MAP staff on all communications that go to the pharmacy networks.
2. Provide a Lead Pharmacist who shall provide the expertise needed to establish efficient dispensing pharmacy services. The Lead Pharmacist must have at least four (4) years of experience providing the same or similar services on similar projects. The Lead Pharmacist must be trained and experienced as a provider of medication services for complex medication regimens to persons with HIV disease. With the implementation of Phase II, the Lead Pharmacist will serve as an advisor and content expert who cooperates with the formulary advisory committee, the VDH RWHAP B/ VA MAP Teams, and the state and federal grant officials as requested by VDH. Ensure that an alternate person is always available when the Lead Pharmacist is unavailable.

M. Compliance

1. The work plan shall ensure all pharmacy benefits transactions complies with all [Ryan White Program](#) regulations, VDH Confidentiality Policies and Procedures, VA MAP requirements related to dispensing, formulary allowances, and formulary management, the current VA MAP eligibility of the client, and all federal and state service standards and requirements within this RFP that result in a contract.
2. Demonstrate the ability to prevent overpayments and correct payment errors (to pharmacies) within 30 days of discovery.

3. Ensure expenditures are reasonable, allowable, and auditable. All costs must be traceable to source documents and in the accounting system of record.
4. Ensure that clients or their agents may not receive any funds for reimbursement of costs or expenditures provided under this contract.
5. Ensure that the method by which prescription benefit coordination is conducted will reserve to the VA MAP PBM Service the exclusive right to all available 340B partial pay rebates from the transactions in which the VA MAP 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.ncpdp.org/>
 - a. Ensure that all data required for rebating procedure is accurately obtained at the client level.
 - b. Ensure that all cost share payments and credits are properly tracked and reported to the VDH.
 - c. Ensure that credits processed in a different quarter than the original payment quarter will be accurately reported for rebating purposes.
1. Abide by DDP Security and Confidentiality Guidelines. Description of current practices used to protect confidentiality of clients, records, data and [signed verification of receipt and assurance](#) of [VDH Division of Disease Prevention \(DDP\) Security and Confidentiality Policies and Procedures](#). Contractor must also maintain a robust HIPAA-compliance culture for its operations. In addition, upon request from the Secretary of the US Department of Health and Human Services, make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the US Department of Health and Human Services for purposes of determining compliance with HIPAA if needed.

N. Robust reporting capabilities for all PBM services

VDH shall have the ability to generate reports, standardized or ad hoc, from the PBM system relating to claim adjudication services and rebate administration. Contractor shall provide any requested report that VDH cannot generate independently from the system. All reports must differentiate between direct cost and cost share medications. At a minimum report generate should include the following:

1. Claims adjudication report with the following elements:
 - a. Provider of the pharmacy service;
 - b. Dispensing date;
 - c. National Drug Code (NDC) established by the Federal Drug Administration (FDA) for the drug dispensed;
 - d. Quantity and dosage of medication dispensed;
 - e. Amount billed to the client primary insurance plan by the provider;
 - f. Amount covered under the plan for the medication dispensed;
 - g. Amount paid by the plan to the provider;
 - h. Remaining client share amount;
 - i. Amount paid by the PBM Service on behalf of the client toward the client share amount;
 - j. Prescribing physician (NPI code);

- k. Days Supplied;
- l. Refill number.

2. Monthly Individual Network Pharmacy Utilization Report by client served, the medications dispensed, and identify medications dispensed by National Drug Code (NDC), the cost per medication and billing information <https://www.fda.gov/drugs/drug-approvals-and-databases/national-drug-code-directory>. Each report must include at a minimum the following:
 - a. Client ID number
 - b. NDC number
 - c. Drug name (or description)
 - d. Drug code
 - e. Category
 - f. Claim count
 - g. Average days
 - h. Average quantity
 - i. Total quantity
 - j. Average paid
 - k. Total paid
 - l. Total copay
 3. Drug Usage by Manufacturer Report
 - a. Name of Manufacturer
 - b. NDC Number
 - c. Drug Name
 - d. Quantity (units)
 - e. RX Count (or # of claims prescription)
 - f. Total cost
 - g. Average cost
 4. Pharmacy Network Summary Report:
 - a. NABP number (Nat. Assoc. Brd. Phar)
 - b. Pharmacy name
 - c. Claims
 - d. Ingredient cost
 - e. Copay
 - f. Dispensing fee
 - g. Amount billed
 - h. Total public health service pharmacy
 - i. Total retail pharmacy
 - j. Total mail order
 5. Drugs by Unduplicated Client Report:
 - a. Drug name
 - b. Number of users (unduplicated client count per drug)
 - c. Total cost drug cost paid by insurance plan.
 6. Antiretroviral Adherence Report: This report is due with monthly invoice and shall include a list of clients who were late or missed picking up refills.
 7. Monthly Mail Order Virtual Inventory Report
- O. Track and provide to VDH the Client Level Data Reporting elements for these services as required by the Health Resources and Services Administration.

- P. 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.
- Q. The Virginia Department of Health will coordinate and manage client eligibility determination and enrollment into the PBM Service.

- 1. VDH will notify the Offeror of client enrollment into the PBM Service.
- 2. VDH will provide comprehensive enrollment reports or updates to the Offeror at intervals determined by VDH management.

- R. The Virginia Department of Health will:

- 1. Provide contract monitoring and offer technical assistance to contractor.
- 2. Review and provide feedback to monthly progress reports.
- 3. Provide compensation for documented service delivery as agreed upon in negotiated contracts/MOAs.
- 4. Conduct annual site visits to include fiscal and quality assurance components to review expenditures and observe project activities to ensure appropriate expenditure of funds based on HRSA's standards and VDH requirements.

- S. Use of Subcontractors: If contractor intends to use subcontractors to perform any portion of the work (unless prohibited in this scope) described in the RFP, the contractor must submit the agreements in writing and receive approval from VDH before work begins with the subcontract.

T.

a. General Program Administration

The contractor shall:

- 1. 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
- 2. Coordinate testing of systems and processes with VA MAP and VDH Office of Financial Management upon fully executed contract.
- 3. Have a secure, password required, email (or other platform) that must be used to transfer confidential client data to VA MAP that meets all Health Insurance Portability and Accountability Act (HIPAA) security standards. Contractor's secure platform may also be used by VA MAP to submit payment request files and any other communications that may contain confidential data.
- 4. Provide access for annual site visit for fiscal and programmatic requirements by program staff as required by the funder.
- 5. Attend each of the quarterly contractor's meeting, the quarterly VA MAP stakeholder meetings, and any other requested meetings. Meeting dates will be announced by VDH.

6. Present program updates during HIV Care Services meetings, VA MAP stakeholder meetings and other meetings convened by VDH as requested.
7. Have a written emergency plan to share with VDH for the continuity of services if an event occurs that may impact services delivery. Contractor shall have offsite back-up data storage location.
8. Be responsible for making all data generated to VDH, State auditors, or any other legitimate stakeholders when requested at no charge.

****Please go to Section V: Evaluation and Award Criteria below to see the program’s proposed evaluation and scoring criteria.****

Performance Requirements		
Performance Metrics	Enforcement Provisions	Credit
Contractor will provide Help Desk representatives accessible via toll free telephone and facsimile for program administration support as specified in the agreement. The agreement stipulates minimal Help Desk hours of 8:00am – 7:00pm EDT, a minimum of 6 days a week. All calls shall be responded to within 24 hours.	Contractor will maintain required hours of operation and monitor various phone reports on a daily basis to ensure that the Call Center’s required staffing is adhered to, and that service levels meet or exceed expectations. Stats and findings will be noted in Quarterly report. Contractor's failure to comply will be noted in annual performance evaluation.	1% of administrative cost of monthly invoices
Contractor shall provide an average speed of answer for combined work units of Pharmacy, Claims, Enrollment, and Technical Support in line with professional expectations.	Average speed of answer is defined as the hold/wait time between the end of the phone system message and a handoff to an agent. Contractor will monitor phone system data report log of performance metrics, and report stats in Quarterly report. Contractor's failure to comply will be noted in annual performance evaluation.	
Rebating Requirements		
Contractor must submit claims for rebating accurately and in accordance with VDH's schedule. Must be responsive in the resolution of submission and/or payment concerns. If projected rebate dollars are not obtained due to contractor error, the contractor may be required to reimburse the program	Contractor will provide a rebate administration system module to house up-to-date data on rebate claims and payments, with the ability to generate claim level detail reporting, trending, and analytics.	Estimated loss of rebate dollars and an additional penalty up to 10% of administrative cost of monthly invoices
System Availability Requirements		

<p>Contractor must ensure network pharmacies shall have access to the claims processing system at least 99.5% of the time (24/7/365)</p>	<p>The percent of time the claims processing system will be available to retail pharmacies as measured by the number of hours the system is available divided by the total number of hours within the reporting period, excluding outages set forth in the contract. Contractor will provide on-going monitoring of claims processing systems, and report stats in Quarterly report. Contractor's failure to comply will be noted in annual performance evaluation.</p>	<p>3% of administrative cost of monthly invoices</p>
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HIPAA Requirements

<p>Contractor must utilize a secure, password required, email to transfer confidential client data to VA MAP that meets all Health Insurance Portability and Accountability Act (HIPAA) security standards to prevent use or disclosure of PHI other than as permitted by this contract.</p>	<p>Contractor's failure to utilize secure encrypted email exchange to transfer client data will be assessed a flat fee penalty per occurrence, in addition to being noted in quarterly reports and/or annual performance evaluation.</p>	<p>Flat fee penalty of \$750 assessed per occurrence</p>
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<p>Contractor shall impose the same requirements and restrictions contained in this contract on its third-party vendors and agents as indicated in VDH-specific Business Associates Agreement (BAA)</p>	<p>Contractor's failure to adhere to established BAA agreements for third-party vendors will be noted in quarterly reports and/or annual performance evaluation</p>	<p>0.25% of administrative cost of monthly invoices</p>
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<p>Contractor must report any use or disclosure of PHI not provided for by this contract to VDH personnel within 24hrs of discovery</p>	<p>Contractor's failure to report PHI incidents within 24hrs of discovery will be noted in quarterly reports and/or annual performance evaluation and may lead to termination of contract.</p>	<p>0.5% of administrative cost of monthly invoices</p>
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Poor performance reflected in communications with or documentation to the contractor may result in a Corrective Action Plan and/or termination of contract.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. Schedule of Events:

- I. The Department shall make every effort to adhere to the following schedule leading to contract award:

A. ESTIMATED TIMELINE

RFP Issue Date	Thursday May 18, 2023
Optional Pre-Proposal Conference	Thursday May 25, 2023
Submission of Final Questions	Thursday May 25, 2023
Post Final Questions and Answers	Thursday June 1, 2023
RFP Due Date	Tuesday June 20, 2023
Award of RFP	TBD

B. GENERAL INSTRUCTIONS:

1. RFP RESPONSE:

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED and shall be submitted through eVA, Virginia’s Online Marketplace eVA.Virginia.gov Proposals received via email and fax will not be accepted. If an Offeror requires assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@DGS.Virginia.gov. No other distribution of the proposal shall be made by the Offeror.

In order to be considered for selection, Offerors must submit a complete response contained in one single PDF to this RFP via the Commonwealth of Virginia’s e-procurement website, eVA. Offerors that submit a proposal which contains Proprietary and/or Confidential information must also submit one additional electronic copy in which Proprietary and/or Confidential information is REDACTED. Redacted proposals shall be labeled as such.

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) **Prime Contractor Small Business Subcontracting Plan.** For procurements over \$100,000 unless a determination has been signed by the chief purchasing officer and supported by factual evidence explaining in sufficient detail why no subcontracting opportunities exist, all agencies and institutions shall include in the terms and conditions, the requirement for a Small Business Subcontracting Plan for the award of any prime contract (see Annexes 6-I and 7-G). A DSBSD-certified small business, which shall include women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification who serves as prime contractor will receive full credit of the evaluation criteria for the Small Business Subcontracting Plan. See Appendix B, Section II, 36 for the special term and condition that shall be included in solicitations requiring the plan and the contractor to provide evidence of compliance with this requirement.
- d) **Prime Contractor Compliance with Subcontracting Plan.** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall furnish monthly to the purchasing office, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan via the Subcontractor payment reporting tool accessible through the contractor’s eVA account. If a variance exists, the contractor shall provide a written explanation that shall be kept with the contract file and

made available upon request. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds or held a certification as such by the DSBSD on the due date for receipt of bids or proposals (if the subcontractor was included in the originally submitted small business subcontracting plan or on the date the parties' amend the contract to add a new subcontractor to the contract's small business subcontracting plan). The purchasing agency shall confirm that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or receipt of a written explanation of the variance, before making final payment.

- e) Prime Contractor Subcontractor Reporting. All prime contractors shall report subcontracting activities in accordance with Appendix B., Special Terms and Conditions, Section II. 36. The contractor shall furnish, monthly to the purchasing office, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan via the Subcontractor payment tool available through the contractor's eVA account.
- f) 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.
- g) 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.
- h) 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.
- i) **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- j) Offerors who currently have a contract with VDH shall submit most recent quarterly progress report feedback from VDH with proposal submission (Do not submit the report itself). Previously VDH funded Offerors shall submit their contract Final Progress Report feedback from VDH with Proposal submission.

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.

4. SPECIFIC PROPOSAL INSTRUCTIONS:

1. 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:
2. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and completed as required.
3. Completed Vendor Data Sheet (**Attachment A**) 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.

4. 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, incorporating Trauma Informed Care Principles. 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 **October 1, 2023 – March 31, 2024** time period. The budget must be submitted on the form provided (**Attachment D**). 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.
 - f. Financial Resources: Provide three most recent years of financial statements, along with audit reports, to demonstrate adequate financial resources to meet the contract requirements.
5. Small Business Subcontracting Plan
6. 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 B**.
7. Fill out Virginia State Corporation Commission (SCC) Registration information (**Complete Attachment C**).

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA

Evaluation Criteria	Weight
Experience with the Health Resources and Administration’s (HRSA) Ryan White HIV/AIDS Program and AIDS Drug Assistance Program (ADAP) – at least 5 years	10
<p>Understanding of VDH’s Pharmacy Benefit Management requirements to include specific plans or methodology to be used to perform services outlined in the RFP, transition plan, and automation capabilities.</p> <ul style="list-style-type: none"> a) Proposed services align with statement of needs b) Plan and methodology are sound and have factual evidence/research to support the execution of proposed services c) Specific, Measurable, Attainable, Relevant, and Time-Bound (SMART) Objectives d) Feasibility and Sustainability of Project e) Detailed plans that address each element of the RFP scope 	25
<p>Qualifications and experience of personnel management assigned to this project. Contractor to include organizational structure, financial profile, and at least 3 references.</p> <ul style="list-style-type: none"> a) Length of time in business; qualification and expertise to deliver services relevant to the statement of needs b) Company profile including staffing levels, management plan, and workforce capabilities including ability to scale up c) Qualifications and proficiency of personnel 	10
<p>Compliance and History with Health Insurance Portability and Accounting Act (HIPAA)</p> <ul style="list-style-type: none"> a) Description of HIPAA Compliance Practices and Procedures b) Description of role of HIPAA Compliance Officer c) Description of Business Associate Agreement Practices and Procedures d) Description of employee training for HIPAA compliance and secure handling, storage, and exchange of confidential and sensitive information including PHI and PII e) History with events, inquiries, breaches for HIPAA violations; and description of the remedies and mitigation including any reporting to or fines by the HHS Office of Civil Rights 	5
<p>Appropriateness and Accessibility to Population</p> <ul style="list-style-type: none"> a) Services provision is culturally competent and sensitive for the populations served by the program b) Includes specific strategies that ensure continuity of communication and responsiveness to client and provider needs. c) Provide direct services to clients in Spanish/English and TTY. Utilize translation services for other language needs. d) Ability to provide services on evenings and weekends. e) Service provision and approach included principles of trauma informed care. 	5
<p>Emergency Preparedness</p> <ul style="list-style-type: none"> a) Include detail continuity of operation plan (COOP) to ensure continuity of services in the event of an emergency. b) Availability of and accessibility to offsite back-up data storage location 	10

Evaluation Criteria	Weight
Cost Effectiveness a) Services are cost efficient and sound for the VA MAP program b) Budget follows attached template and includes a detailed budget justification c) Items in the budget are allowable and appropriate to carry out work plan activities.	15
Small Business Subcontracting Plan-Small, Women-owned, and Minority-owned Business (SWaM)	20
Total	100

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

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. Monthly progress reports shall be submitted by the 30th of the month following the month via secure file transfer protocol (SFTP) folders provided by VDH and sent to the attention of the contract administrator. Other reports may be requested on different schedules, but all should be submitted electronically and by secure means.
- B. VDH is requiring many other reports with different frequencies. All of these will be shared electronically and by secure means. Nothing should be physically mailed to VDH.

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.

- C. **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 B 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.
- D. **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
Office of Epidemiology
Attn: Torren Banks-Lewis
Torren.Banks-Lewis@vdh.virginia.gov

Copy:

Virginia Department of Health
Office of Purchasing and General Services
Attn: Danielle Blackwell
Danielle.Blackwell@vdh.virginia.gov

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.

VII. PREPROPOSAL CONFERENCE OPTIONAL:

A. PREPROPOSAL CONFERENCE - OPTIONAL:

An optional pre-proposal conference will be held on **May 25, 2023 at 10:00 a.m.**

Offerors may participate in this pre-proposal conference via the following connection information:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 223 861 684 576
Passcode: mcKHwo
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 434-230-0065,,634779514#](#) United States, Lynchburg
Phone Conference ID: 634 779 514#

Participants should join the meeting between 9:55 a.m. to 10:00 a.m. 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.

To ensure timely and adequate consideration of proposals, Offerors are to limit all correspondence with regard to this RFP, whether verbal or written, to Danielle Blackwell for the duration of this proposal process.

Submit all inquiries concerning this RFP in writing by email, subject “Questions on RFP #VDH-23-601-0270 to: Danielle Blackwell

Procurement Officer II

Email: Danielle.Blackwell@vdh.virginia.gov

The deadline to submit questions is May 25, 2023 (Please see Estimated Timeline on page 16).

VIII. 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 (bids/proposals), (bidders/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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the

Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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:** Applicable for all contracts over \$10,000: 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.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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 IFBs AND RFPs**

1. **For Request For Proposals:** 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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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 (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/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 terminate this contract and procure all goods and/or services contracted for, 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. **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 in eVA (www.eva.virginia.gov) for a minimum of 10 days.

R. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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.

S. **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, sexual orientation, gender identity, 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.

- T. **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.

- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- W. **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.
- X. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

IX. 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 also be terminated by the contractor, 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. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple 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.

E. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive two year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

F. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal 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.

G. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. 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 and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/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.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. 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.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD Service Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided at the frequency required.
2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. 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/service provided, at the frequency required.

- H. 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.
- I. BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- J. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- K. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- L. 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
- M. 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.

N. CONTINUITY OF SERVICES:

a.)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;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b.). The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c.)The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

M. FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

N. OPTIONAL PREBID/PREPROPOSAL CONFERENCE: An optional prebid/preproposal conference will be held 10:00 a.m. 5/25/23 at the Microsoft Teams number below. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 223 861 684 576
Passcode: mcKHwo
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 434-230-0065,,634779514#](#) United States, Lynchburg
Phone Conference ID: 634 779 514#

X. METHOD OF PAYMENT:

Contractor will be paid according to the invoice schedule. Payments will be made in accordance with the Prompt Payment Act of Virginia.

Invoices shall be submitted by the 20th 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. All supporting documentation that is submitted shall support budget line item expenditure and shall be submitted with the invoice.

All copies of the invoice shall be forwarded directly to the respective Office of Epidemiology that requested the testing and/or as outlined in Purchase Order.

For valid invoices equal to or less than \$10,000, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC). The SPCC currently used is a VISA card issued through Bank of America. Vendors are encouraged, but not currently required, to complete any changes to their eVA registration that would enable them to receive these types of payments electronically.

INVOICING

- i. Provide VDH with an invoice within 30 days following the month of service. Invoices should be submitted through VDH secured folders that will be assigned to the Offeror.
- ii. Contractor must provide documentation that supports all requests for payment. All submitted documentation shall support budget line-item expenditure and shall be submitted with the invoice.
- iii. In addition to the invoice, Contractor must submit VDH's Division of Disease Prevention Request for Payment Invoice. This must include the following and any other requested data by the VA MAP team.
 - i. Unduplicated Invoice number
 - ii. Invoice Date
 - iii. Time period for services rendered in the current invoice
 - iv. Invoice
 - v. Contract number
 - vi. Account name
 - vii. Contractor Name
 - viii. Contractor Federal Employer Identification Number
 - ix. Contractor Contact (name, phone, add/or fax and remittance address)
 - x. Client eligibility attestation (if applicable)

XI. PRICING SCHEDULE:

ATTACHMENT D

XII. ATTACHMENTS:

ATTACHMENT A- VENDOR DATA SHEET
ATTACHMENT B- SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT C- SCC
ATTACHMENT D- PROPOSED BUDGET FORM
ATTACHMENT E- MAP OF VIRGINIA HEALTH REGIONS
ATTACHMENT F- FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)
REPORTING FORM
ATTACHMENT G- HRSA RYAN WHITE PROGRAM SERVICE DEFINITIONS
ATTACHMENT H- VIRGINIA DISPENSING FEE STRUCTURE SPREADSHEET
ATTACHMENT I- VDH INVOICING PROCESSING GUIDELINES
ATTACHMENT J- CERTIFICATION REGARDING LOBBYING
ATTACHMENT K- DATA SECURITY & CONFIDENTIALITY

Attachment A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

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: (_____) _____ email: _____
Project: _____
Dates of Service: _____ \$ Value: _____

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

Attachment B

DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

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- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status 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.

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- 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 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 DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the “I plan to use subcontractors box is checked,” populate the requested information below, per subcontractor 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 offeror’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 and businesses with DSBSD service disabled veteran-owned status 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 these proposed participation will be incorporated into the subsequent

contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____ Contact
Phone: _____ Contact Email: _____ Value % or \$
(Initial Term): _____ Contact Address: _____ Description of Work: __

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____ Contact
Phone: _____ Contact Email: _____ Value % or \$
(Initial Term): _____ Contact Address: _____ Description of Work: __

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____ Contact
Phone: _____ Contact Email: _____ Value % or \$
(Initial Term): _____ Contact Address: _____ Description of Work: __

Subcontract #4

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____ Contact
Phone: _____ Contact Email: _____ Value % or \$
(Initial Term): _____ Contact Address: _____ Description of Work: __

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____ Contact
Phone: _____ Contact Email: _____ Value % or \$
(Initial Term): _____ Contact Address: _____ Description of Work: _____

Attachment C

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 D

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 the procurement officer.

Caps on expenses: 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 Proposed Budget 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 assistance award does not have an indirect cost rate, the applicant may wish to obtain one through HH’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: Contractor will be reimbursed at the state per diem rate for travel.

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 \$5,000 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. Start-up funds should be requested at the time of contract negotiations. Once contracts have been signed by VDH administration, DDP will process start-up fund requests. Start-up funds may not exceed 1/12 of the total budget. Letter requesting start-up funds should be submitted along with the budget.

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.

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).

Title: Pharmacy Benefits Manager

RFP No.: VDH-23-601-0270

Chapter A OFFEROR: _____

Grant Year: GY23 (October 1, 2023 – March 31, 2024)

	Direct Service	Administrative	TOTAL
Personnel			
Fringe			
Travel			
Equipment			
Supplies			
Contractual			
Other			
Indirect			
Start Up			

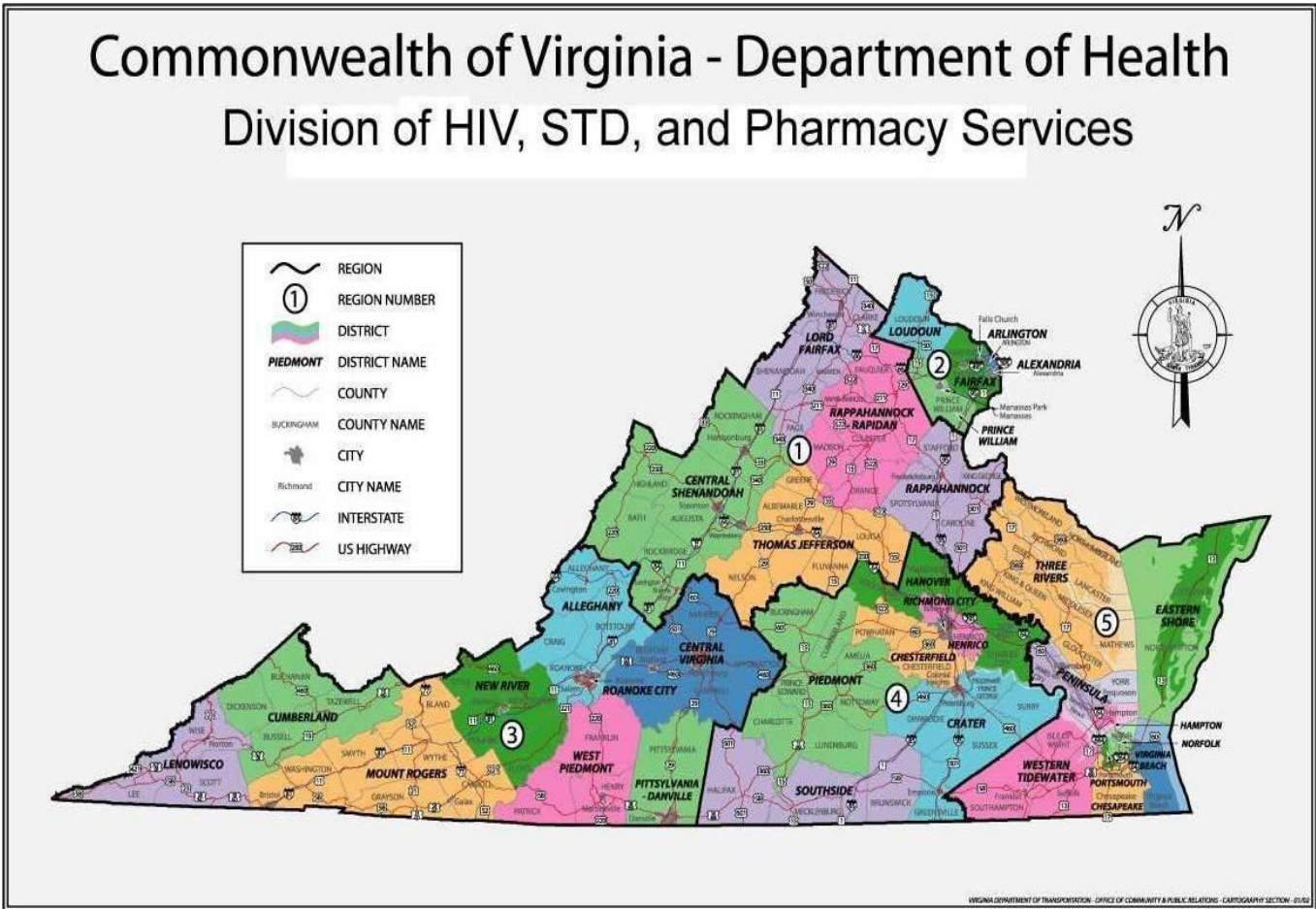
Rebate Administration			
Co-Pays & Cost Shares			
TOTALS			

Signature of Offeror: _____

Chapter B Date: .

Administrative costs may not exceed 10% of the total award. Based on allowable activities, administrative costs can be incurred in each activity category. It is the responsibility of the program to monitor all allowable activities and costs, including administrative costs, in alignment with the guidance from the federal funder including programmatic and fiscal national monitoring standards, the U.S. Code of Federal Regulations, administrative guidance, and federal regulations that apply to oversight and compliance with the Ryan White Program.

Map of Virginia Health Regions



Attachment F

Federal Funding Accountability & Transparency Act (FFATA) Reporting Form



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:
Sandy.Peterson@vdh.virginia.gov

Name of entity receiving award:	
--	--

DUNS number:	
---------------------	--

Funding	Virginia Department of Health
----------------	-------------------------------

CFDA program number for grants:	
--	--

Program	"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:
 More than 80% of annual gross revenues are generated from the Federal government and those revenues are greater than \$25M annually and

Name:	Compensation:

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

Name:		Title:	
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Signature:		Date:	
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Attachment G

HRSA RYAN WHITE PROGRAM SERVICE DEFINITIONS

Service definitions below are included in Policy Clarification Notice #16-02, Ryan White HIV/AIDS Program Services: Eligibility Individuals & Allowable Uses of Funds available online at

Chapter C CORE SERVICES

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 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

Program Guidance: Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services. Non-HIV related See also Policy Notice 13-04: Clarifications Regarding Clients Eligibility for Private Health Insurance and Coverage See also Early Intervention Services definition

2) AIDS Drug Assistance Program 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,

Program Guidance: HRSA RWHAP Parts A, C and D recipients may contribute RWHAP funds to the RWHAP Part B ADAP for the purchase of medication and/or health care coverage and medication cost sharing for ADAP-eligible See also PCN 07-03: The Use of Ryan White HIV/AIDS Program, Part B (formerly Title II), AIDS Drug Assistance See also PCN 18-01: Clarifications Regarding Use of Ryan White HIV/AIDS Program Funds for Premium and Cost- See also AIDS Pharmaceutical Assistance and Emergency Financial Assistance

3) 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 subrecipient as a supplemental means of providing medication assistance when an ADAP has a restricted 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 and consists of HIV-related medications
- A drug distribution system
- A client enrollment and eligibility determination process that includes screening for ADAP and LPAP
- Coordination with the state's RWHAP Part B ADAP. A statement of need should specify restrictions of the

- Implementation in accordance with requirements of the 340B Drug Pricing Program and the Prime Vendor
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

Program Guidance: LPAP: HRSA RWHAP Part A or Part B (non-ADAP) funds may be used to support an LPAP. HRSA RWHAP ADAP funds may not be used for LPAP support. LPAP funds are not to be used for emergency or For Community Pharmaceutical Assistance (CPAP): This service category should be used when RWHAP Part C or D funding is expended to routinely refill medications. RWHAP Part C or D recipients should use the Outpatient See also Ryan White HIV/AIDS Program Part A and B National Monitoring Standards

See also AIDS Drug Assistance Program Treatments, Emergency Financial Assistance, Outpatient Ambulatory

4) 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

Program Guidance: None at this time.

5) **Early Intervention Services (EIS):** The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of

· **RWHAP Parts A and B EIS services must include the following four components:**

1. 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
2. Referral services to improve HIV care and treatment services at key points of entry
3. Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services,
4. Outreach Services and Health Education/Risk Reduction related to HIV diagnosis

Program Guidance: The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. RWHAP Part recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories. These services

6) **Health Insurance Premium & Cost Sharing Assistance for Low-Income Individuals** provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and

The service provision consists of either or both of the following:

-Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and

-Paying cost-sharing on behalf of the client

Paying standalone dental insurance premiums to provide comprehensive oral health care services for eligible

To use HRSA RWHAP funds for health insurance premium assistance (not standalone dental insurance assistance), an HRSA RWHAP Part recipient must implement a methodology that incorporates the following requirements:

- Clients obtain health care coverage that at a minimum, includes at least one U.S. Food and Drug Administration (FDA) approved medicine in each drug class of core antiretroviral medicines outlined in the U.S. Department of

To use HRSA RWHAP funds for standalone dental insurance premium assistance, an HRSA RWHAP Part recipient must implement a methodology that incorporates the following requirement:

- HRSA RWHAP Part recipients must assess and compare the aggregate cost of paying for the standalone dental

Program Guidance: Traditionally, RWHAP Parts A and B funding support health insurance premiums and cost- See also PCN 14-01: Clarifications Regarding the Ryan White HIV/AIDS Program and

Reconciliation of Premium See also PCN 18-01: Clarifications Regarding the Use of Ryan White HIV/AIDS Program Funds for Health Care

7) Home Health Care is the provision of services in the home that are appropriate to a client's needs and are

- Administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parenteral
- Preventive and specialty care
- Wound care
- Routine diagnostics testing administered in the home
- Other medical therapies

Program Guidance: The provision of Home Health Care is limited to clients that are homebound. Home settings

8) Home and Community-Based Health Services are provided to an eligible Person 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

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

Program Guidance: Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an

9) Hospice Services are end-of-life care services provided to clients in the terminal stage of an HIV-related

- Mental health counseling
- Nursing care
- Palliative therapeutics
- Physician services
- Room and board

Program Guidance: Services may be provided in a home or other residential setting, including a non-acute 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

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

Program Guidance: Mental Health Services are allowable only for Persons Living with HIV who are eligible to See also Psychosocial Support Services

11) Medical Nutrition Therapy includes:

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

Note: These services can be provided in individual and/or group settings and outside of HIV

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

See also Food-Bank/Home Delivered Meals

12) Medical Case Management, including Treatment Adherence Services is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities provided under this service category may be provided 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). In addition to providing the medically oriented services

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

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. **Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment**

13) Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol

- Screening
- Assessment
- Diagnosis, and/or
- 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
- 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. See also Substance Abuse Services (residential)

Chapter D SUPPORT SERVICES

14) Non-Medical Case Management Services (NMCM) 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

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- **Timely and coordinated access to medically appropriate levels of health and support services and continuity Client-specific advocacy and/or review of utilization of services**
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance: NCMCM Services have as their objective providing coordination, guidance and assistance in improving access to and retention in needed medical and support services to mitigate and eliminate barriers to

15) Child Care Services support 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

- A licensed or registered child care provider to deliver intermittent care
- Informal child care provided by a neighbor, family member, or other person (with the understanding that 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

16) Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an

Program Guidance: Emergency Financial Assistance funds used to pay for otherwise allowable HRSA RWHAP services must be accounted for under the Emergency Financial Assistance category. Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community that can be

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

- 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 See also Medical Nutrition Therapy. Nutritional services and nutritional supplements provided by a registered

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

- Education on risk reduction strategies to reduce transmission such as pre-exposure prophylaxis (PrEP) for
- Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medicaid)
- Health literacy
- Treatment adherence education

Program Guidance: Health Education/Risk Reduction services cannot be delivered anonymously. See also Early Intervention Services

19) Housing services provide transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Activities within the Housing category must also include the development of an individualized housing plan, updated annually, to guide the

Program Guidance: HRSA RWHAP recipients and subrecipients that use funds to provide Housing must have mechanisms in place to assess and document the housing status and housing service needs of new clients, and at least annually for existing clients. HRSA RWHAP recipients and subrecipients, along with local decision-making planning bodies, are strongly encouraged to institute duration limits to housing activities. HRSA HAB recommends recipients and subrecipients align duration limits with those definitions used by other housing

20) Legal Services (see Other Professional Services)

21) Linguistics services include interpretation and translation activities, both oral and written, to eligible clients. These activities 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

Program Guidance: Services provided must comply with the National Standards for Culturally and Linguistically

22) Medical Transportation is the provision of nonemergency transportation services that enables an eligible

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
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient
- Organization and use of volunteer drivers (through programs with insurance and other liability issues
- Voucher, token systems, and fuel cards for VDH

****Costs for transportation for medical providers to provide care should be categorized under the service**

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

23) Outreach Services has as its principal purpose identifying PLWH who either do not know their HIV status, or

- Identification of people who do not know their HIV status and/or

Linkage to or re-engagement in care and treatment of PLWH who know their status into HRSA RWHAP Note: Because Outreach Services are often provided to people who do not know their HIV status, some activities within this service category will likely reach people who are HIV negative and should be referred to risk

Outreach services must be:

Use data to target populations and placed that have a high probability of reaching PLWH who have never been tested, have been tested or diagnosed HIV+ but not received their results, or have been tested and know

- Conducted at times and in places where there is a high probability PLWH will be identified.
- Delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of Note: Outreach Services may be provided through community and public awareness activities (e.g., posters, flyers, billboards, social media, TV or radio announcements) that meet the requirements above and include Note: Funds **may not** be used to pay for HIV counseling or testing under this service category.

Program Guidance: Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care. Outreach Services **must not include outreach activities that exclusively promote HIV prevention education. Recipients and**

See also Early Intervention Services

24) Permanency Planning (see Other Professional Services)

25) Psychosocial Support Services provide group or individual support and counseling services to assist HRSA RWHAP-eligible PLWH to address behavioral and physical health concerns. Activities provided under the

- Bereavement counseling
- Caregiver/respite support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups

Nutrition counseling provided by a non-registered dietitian (see Medical Nutrition Therapy Services)

- Pastoral care/counseling services

Note: Unified Client Eligibility Assessments for services eligibility are included in this service category for VA Program Guidance: Funds under this service category may not be used to provide nutritional supplements (See Food Bank/Home Delivered Meals).

HRSA RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious See also Respite Care Services

26) Referral for Health Care and Support Services directs a client to needed core medical or support services in person or through telephone, written, or other type of communication. Activities provided under this service category may include referrals to assist HRSA RWHAP-eligible clients to obtain access to other public and private

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 See also Early Intervention Services

27) Rehabilitation Services provide HIV-related therapies intended to improve or maintain a client's quality of life and optimal capacity for self-care on an outpatient basis, and in accordance with an individualized plan of

Program Guidance: Allowable activities under this category include physical, occupational, speech, and vocational therapy. Rehabilitation services provided as part of inpatient hospital services, nursing homes, and

28) 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 HRSA RWHAP-eligible client to relieve the primary caregiver

Program Guidance: Recreational and social activities are allowable program activities as part of a Respite Care provided in a licensed or certified provider setting including drop-in centers within HIV Outpatient/Ambulatory Health Services or satellite facilities. Funds may be used to support informal, home-based Respite Care, but

See also Psychosocial Support Services

29) Substance Abuse Services (residential) activities are those provided for the treatment of drug or alcohol use disorders in a residential setting to include screening, assessment, diagnosis, and treatment of substance use

- 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 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

30) 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.

- **Legal services provided to and/or on behalf of the individual living with HIV and involving legal matters**
- o Assistance with public benefits such as Social Security Disability Insurance (SSDI)

- o Interventions necessary to ensure access to eligible benefits, including discrimination or breach of
- o Preparation of:
 - o Healthcare power of attorney
 - o Durable powers of attorney
 - o Living wills
- **Permanency planning to help clients/families make decisions about the placement and care of minor**
 - o Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - o Preparation for custody options for legal dependents including standby guardianship, joint custody, or
- **Income tax preparation services to assist clients in filing Federal tax returns that are required by the Program Guidance: Legal services exclude criminal defense and class-action suits unless related to access to**

Definitions of Administration, Planning & Evaluation, and Quality Management See HRSA HAB RWHAP

B Note: There are caps for the overall amount for administration. In accordance with Section 2618(b)(3) of the PHS Act, recipients are allowed to use in any given grant budget period up to 10 percent of any RWHAP Part B grant for the payment of recipient administrative costs. Recipients may use up to 10 percent of the RWHAP Part B grant for payment of planning and evaluation (P&E) costs in any given grant budget period. The total Administration: RWHAP Part B recipients are responsible for the administration of the RWHAP Part B grant, including ADAP. The RWHAP legislation, the UAR, Notices of Awards, and HRSA HAB Policy Clarification Notices and Program Letters contain federal rules and guidance governing grants management for the RWHAP Part B. RWHAP Part B recipients must be familiar with these documents to ensure that they and all their subrecipients and contractors follow these grant requirements. While RWHAP Part B recipients may choose to issue subawards or contracts to other entities to lead or assist in administration of the RWHAP Part B grant, the **Planning and Evaluation**: includes recipient activities related to planning for the use of RWHAP Part B funds and evaluating the effectiveness of those funds in delivering needed services. RWHAP Part B P&E costs may include, but are not limited to, the following:

- Capacity building to increase the availability of services;
- Program evaluation;
- Assessment of service delivery patterns;
- Assessment of need;
- Obtaining community input; and

Clinical Quality Management: may include, but are not limited to, the following:

- Capacity building to engage in CQM activities;
- Management of the CQM Program (e.g., convening a CQM Committee, working with first- or second-line subrecipients, implementing quality improvement projects, etc.);
- Data management for CQM (e.g., performance measure data collection, aggregation, analysis, and reporting);
- CQM site visits (e.g., patient chart reviews for CQM, assessment of subrecipient CQM Programs, etc.);
- Gathering information on client experience (e.g., surveys, focus groups, client interviews, etc., used for CQM); and
- Training specific to CQM.

Attachment H

Virginia Dispensing Fee Structure Spreadsheet

Attached as a separate Fillable attachment in eVA

Attachment I

VDH Invoicing 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.

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 K

Data Security & 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.

