



**NORTH HUDSON**  
COMMUNITY ACTION CORPORATION

**340B**

**Pharmacy Benefit Management Services**

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## **I. INTRODUCTION AND PROJECT DESCRIPTION**

North Hudson Community Action Corporation (NHCAC) is a cornerstone of health and human services in New Jersey, serving more than 84,000 low-income residents at ten locations spread across three counties. An award-winning leader in its field for more than 40 years, NHCAC has played a vital role in creating much-needed services such as ob-gyn and prenatal care, emergency food and shelter, transitional housing, and mental health and addiction services

One of NHCAC's core services is the provision of primary and other health care services to the underserved and uninsured members of several communities within New Jersey. As a Federally Qualified Health Center, NHCAC is committed to its mission of delivering health care to patients without regard to the ability to pay.

NHCAC is authorized as a Covered Entity and is eligible to purchase prescription and non-prescription medications at reduced cost through Section 340B of the Public Health Service Act for its Eligible Patients, as defined below, and contract with a licensed pharmacy to dispense its 340B drugs.

North Hudson Community Action Corporation is seeking competitive proposal for the provision of 340B pharmacy benefit management services.

It is the intent of these specifications, terms and conditions to describe the 340B pharmacy benefit management (PBM) services (Services) required by NHCAC. NHCAC intends to award a three-year contract (with an option to renew) to bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets NHCAC's requirements.

As a recipient of Federal funds under Section 330 of the Public Health Services Act, NHCAC is required to adhere to all applicable Federal procurement rules and regulations as described in 45 CFR Part 74, and other program expectations of the Federally Qualified Health Center program. Respondents are encouraged to become familiar with any special procurement rules that may affect their response to this RFP.



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## II. GENERAL CONDITIONS

By submitting a response to this RFP the Respondent agrees to all of the following:

- A. NHCAC reserves the right to award or cancel this procurement process at any time.
- B. NHCAC is not bound to accept the lowest bid, nor any proposal submitted. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
- C. Failure to meet the response delivery date may be basis for disqualification of the Respondent proposal.
- D. Respondents are fully responsible for all costs, both direct and indirect, of development and submission of their response to this RFP, including, but not limited to, any supplementary documentation, information, travel, and presentation expenses.
- E. NHCAC will open all proposals and submitters may attend.
- F. NHCAC will maintain sole ownership of responses after submission.
- G. Respondents agree that submission of a proposal warrants acceptance of the above general terms and considerations and guaranteed pricing for three years. Option to extend contract 1 year, 2 year minimum.
- H. The successful applicant may also be required to present additional documentation/or information necessary to determine financial and programmatic capability.

Efforts will be made by NHCAC to utilize small business, women and/or minority owned businesses. An applicant qualifies firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR § 121.201)



### III. LOCATION OF HEALTH CENTER SITE

NHCAC consists of 10 community health center sites throughout New Jersey that vary in square footage and layout. All listed locations will require vendor services described in this RFP.

NHCAC Health Center at West New York  
5301 Broadway  
West New York, New Jersey  
(201) 866-9320

North Hudson Community Action Corporation Health Center  
**At Union City**  
714-31<sup>st</sup> Street  
Union City, New Jersey 07087

**201-863-7077-PHONE**

North Hudson Community Action Corporation Health Center  
**At Union City**  
2500 Kennedy Blvd.  
Union City, New Jersey 07087

**201-553-7888-PHONE**

North Hudson Community Action Corporation Health Center  
**At North Bergen**  
1116-43<sup>rd</sup> Street  
North Bergen, New Jersey 07047

**201-330-2632-PHONE**

North Hudson Community Action Corporation Health Center  
**At Jersey City**  
324 Palisade Avenue  
Jersey City, New Jersey 07307

**201-459-8888-PHONE**

North Hudson Community Action Corporation Health Center  
**At Harrison**  
326 Harrison Avenue  
Harrison, New Jersey 07029

**862-229-1160-PHONE**

North Hudson Community Action Corporation Health Center  
**At Garfield**  
535 Midland Avenue  
Garfield, New Jersey 07026

**973-340-1182-PHONE**

North Hudson Community Action Corporation Health Center  
**At 220 Passaic Street**  
220 Passaic Street  
Passaic, New Jersey 07055

**-201-210-0200-PHONE**

North Hudson Community Action Corporation Health Center  
**At Hackensack**  
25 East Salem Street  
Hackensack, New Jersey 07601

**201-996-2121-PHONE**

North Hudson Community Action Corporation Health Center  
**At Englewood**  
197 South Van Brunt Street  
Englewood, New Jersey 07631

**201-537-4442- PHONE**



**IV. REQUIRED SERVICES AND PRODUCTS**

NHCAC is seeking an experienced vendor to serve as a 340B Pharmacy Services Administrator (PSA) to meet the pharmaceutical needs of eligible patients of NHCAC. Such services consist of claims processing and adjudication in accordance with the NHCAC Pharmacy Services Program, along with facilitating the development and oversight of Health Resource and Services Administration (HRSA) 340B-complaint pharmacy network for NHCAC health centers. Generic low cost medications shall be dispensed through a Contract Pharmacy Network (CPN). All claims shall be submitted via National Council for Prescription Drugs Program (NCPDP) claims process and shall originate from a New Jersey licensed Pharmacy.



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## V. SPECIFIC REQUESTS/REQUIREMENTS

In general, the successful proposer (hereinafter referred to as “Vendor”), shall:

- Possess excellent knowledge and understanding of the Federal 340B Drug Pricing Program, including and not limited to the following: all regulations and requirements of the program, contract pharmacy arrangements, virtual inventory management procedures, drug replenishment using 11-digit National Drug Code (NDC) processes, and HRSA and 340B Contract Pharmacy auditing requirements.
- Possess the ability to effect a Lower of Pricing reimbursement methodology on each claim at the time of submission, selecting the lowest reimbursement for each claim and providing immediate response to the pharmacy submitting the claim.
- Possess the ability to verify 340B patient eligibility for each submitted claim, utilizing HRSA patient definition requirements to validate 340B eligibility for each claim. Proposer should be able to provide an electronic system to screen for appropriate patients per HRSA 340B patient definition at the time of prescription claim, and provide processes to place Wholesaler order(s), track receipt, and monitor for compliance to 340B requirements.
- Possess the ability to perform quarterly internal audits of the program and generate results in form of a report on a timely basis.
- Designate a dedicated account manager and service representative for the NHCAC Program. The successful proposer (hereinafter referred to as “Vendor”) will administer coverage for all 340B prescriptions written for NHCAC patients seen by NHCAC medical, dental and behavioral health care providers.

More specifically, the Vendor:

1. Must distinguish between NHCAC patients-of-record presenting NHCAC provider-generated prescriptions to an NHCAC-contracted pharmacy and those same individuals who may be presenting prescriptions from non-NHCAC providers for non-NHCAC provided services. In many instances, the patients will be the same.
2. Must utilize and demonstrate how it will utilize the current network of NHCAC-contracted pharmacies, and how it will expand coverage in those communities or sub-communities where contract pharmacy coverage is weak or non-existent.
3. Must identify and show how it will utilize NHCAC’s current Prime Vendor, Cardinal Health.
4. Demonstrate how they will guarantee exclusion of Medicaid/Medicaid MCO patient prescriptions from the 340B program.



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5. **Transparency and Full Pass Through:** Provide transparent, full pass-through pricing, including discounts. This is to be demonstrated by invoices showing, for each prescription, the amount billed to NHCAC and the amount paid to the pharmacy.
  6. **Compensation: Per Paid Claim Adjudication Fee:** Bill NHCAC a per-paid claim administration fee, but no fee for either claim rejections or reversals.
  7. **Consumer Access and Services:** Provide a network of geographically and culturally diverse contract-pharmacies specific to meet the needs of NHCAC patients-of-record which shall include:
    - Pharmacies that are language-capable pharmacies in the network;
    - Extended hour pharmacy coverage to include at least one 24/7 contract pharmacy;
    - Mail order services; and
    - At least one network pharmacy in each community and sub-community served by NHCAC.
  8. **Eligibility Upload:** The ability to provide for an effective, live interface with the NHCAC practice management system in order to determine/update patient eligibility.
  9. **340B Third Party Administration:** The capacity to implement and maintain a 340B drug purchasing program, including contracting, managing virtual inventories and replenishment of those inventories, verification of patient and NHCAC program eligibility, maintaining accurate pricing, and preventing drug diversion and duplicate discounts/rebates.
  10. **Electronic Health Record (EHR) Interface:** The flexibility to interface with NHCAC's electronic medical and dental record systems (ECW).
  11. **Eligibility Requirements:** The ability to administer NHCAC's eligibility requirements, including, but not limited to verification that:
    - a) Each prescriber is an NHCAC-authorized prescriber;
    - b) Each medication is on the NHCAC formulary;
    - c) If a medication is available as a generic, that it is dispensed as a generic medication, even if it is prescribed as a brand-named medication; and
    - d) Approval of medication prior authorization (PA), and the procedure for placing a PA.
  12. **Program Design:** Maintain the following on an on-going basis as directed by NHCAC:
    - a) Specific eligibility groups as defined by NHCAC;
    - b) NHCAC formulary and prescribing guidelines/requirements;
    - c) Network of prescribers;
    - d) Network of NHCAC 340B pharmacies; and
    - e) Eligibility upload (see #8 above).





13. **Prescription Claims Data:** Prescription claims data transmission on a live basis.
14. **Monthly Reconciliation:** Statements that provide sufficient detail to clearly identify prescription and claims reconciliation information, 340B virtual inventory utilization and management, and NHCAC costs and revenue. See Section E, Required Reports, for more information.
15. **Reversal Process:** Conduct Reversal Process as directed by NHCAC on a monthly basis. NHCAC will identify incorrectly billed prescription claims by network pharmacies (Reversals”). Reversals shall be done by vendor as requested by NHCAC, reverse the claim or confirm that claim billing to NHCAC has been reversed.
16. **Account management & customer service:** Provide responsive account management and customer services to NHCAC and pharmacies. This shall include, but not be limited to, meeting the following requirements:
  - a) Provide NHCAC a dedicated experienced account coordinator responsible for the overall Contract requirements, terms and problem resolution. This person must:
    - Be available Monday thru Friday from 8:30 a.m. – 5:00 p.m.
    - Provide a cell phone or pager number for emergencies/disaster support, with response time within one (1) hour.
    - Meet with the NHCAC Consulting Pharmacist (Director) or designee as requested and needed.
    - Maintain, during off hours, a toll-free voice mail recording system, with all messages answered within the next business day.
  - b) For NHCAC network pharmacies:
    - Provide Toll-free telephone & FAX lines for customer service (Help Line), availability Monday thru Friday from 8:30 a.m. – 6:00 p.m., with additional hours over the weekend.
    - Conduct periodic, at minimum annual, retail pharmacy surveys. Consult with the Director on survey criteria prior to conducting survey.
17. **Training:** Provide training to NHCAC staff and other users identified by the Director for its web based *ad hoc* user query system at no cost to NHCAC and to its users.
18. **Business Associate Agreement/HIPAA & HITECH Compliance:** Vendor must be HIPAA/HITECH compliant, and must maintain all actions necessary to be compliant with business associate requirements.

## VI. DETAILED VENDOR QUALIFICATIONS AND DETAILED SCOPE OF SERVICES

Detailed vendor qualification criteria and scope of services include, but are not necessarily limited, to the following:



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### **340B Program Participation**

1. Have been in the business of providing PBM services to agencies similar to the size and focus of NHCAC for a minimum of five (5) years; experience with FQHC community health centers is highly preferred.
2. Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP and shall provide written proof of such prior to finalization of any contract.
3. Possess excellent knowledge and understanding of the Federal 340B drug pricing program including, and not limited to, regulations and requirements of the program, contract pharmacy arrangements, virtual inventory management procedures, drug replenishment using 11-digit NDC processes, government and drug manufacturer auditing requirements.
4. Upon review of NHCAC 340B participation and systems, provide recommendations and implementation strategies for improvement to efficiency, guide 340B program compliance, and maximize benefits of 340B program participation.
5. Meet with the contract administrator and other NHCAC staff as requested and as needed.
6. Adhere to the contract implementation timeline established by NHCAC to ensure no interruption of services to NHCAC and NHCAC patients.
7. To prevent drug diversion and duplicate manufacturer discounts, conduct audits and other quality improvement activities of their services and services of any subcontractors and network pharmacies as requested and agreed upon by mutual consent of the vendor and contract administrator.
8. Assist with audits of the NHCAC prescription benefit program by other interested parties, when requested by NHCAC.
9. Assist in identification of opportunities and implementation of systems to enhance cost savings and revenue enhancement.

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**Third Party Claims Adjudication Coordination**

10. Provide directly the ability for online, point-of-service electronic claims adjudication for prescriptions, which includes, and is not limited to, verifying patient and provider eligibility, formulary status of prescribed medication, patient co-payment status.
11. Operate the online claims adjudication 24 (twenty-four) hours per day, seven (7) days per week. Downtime shall be no more than one percent (1%) of total operating time within each month. Performance significantly outside the established threshold of 1% shall be reflected in the vendors annual monitoring report.
12. Possess the ability to identify adjudicated claims eligible to be replenished by 340B drug purchases among claims adjudicated for all patients receiving care from NHCAC providers, and to monitor revenue from claims not replenished but billed to commercial and other third party payers.
13. Possess systems to compare and apply different pricing and cost information to individual adjudicated claims based on NHCAC's established parameters and criteria, and bill NHCAC the lowest of negotiated NHCAC dispensing fee and other applied pricing parameters.
14. Possess the ability to track dispensed or administered drug by 11-digit NDC number, identify which drugs may be purchased for replenishment using 340B pricing and which drugs must be purchased at other than 340B pricing, and provide NHCAC with reports of drugs ordered for replenishment by claim, 11-digit NDC, and by contract pharmacy (as applicable).
15. Maintain an inventory tracking system that can carry over quantities of administered or dispensed drugs that did not reach package size levels to subsequent replenishment periods. Tracking and ordering of inventory for replenishment shall use electronically available information provided by NHCAC and not rely upon manual systems or reports.
16. Provide electronic documentation and tracking of non-formulary and restricted drug approvals.
17. Submit to NHCAC for approval, monthly invoices for prescription processing fees and non-replenished drug supplies paid through this contract.
18. Submit invoices that include, but are not limited to, patient and provider specific information by pharmacy, total fee charges by pharmacy, collected co-payment deducted from payment by pharmacy, total monthly amount due.



19. Add and/or remove pharmacies to the NHCAC pharmacy network at the discretion of NHCAC. Changes in the NHCAC pharmacy network shall occur within five (5) working days of receipt of written notice to the vendor by NHCAC.
20. Have fraud monitoring processes in place.
21. To prevent duplicate manufacturer discounts, provide documentation specified by NHCAC that NHCAC claims and prescription claim data are excluded from manufacturer rebate programs engaged in by the vendor.
22. Possess a process for electronically transmitting prescription data from NHCAC network pharmacies for individual patients to the patient's NHCAC electronic medical/dental record.

### **Contract Pharmacy Coordination**

23. Provide directly or through an approved subcontractor, utilization of the current network of NHCAC-contracted pharmacies, identifying how it will expand coverage in those communities or sub-communities where contract pharmacy coverage is weak or non-existent.
24. Possess an operating computerized patient drug profile system that provides concurrent information to the dispensing pharmacist on patient-specific drug-drug interactions, drug nutrient interactions, and potential adverse effects. The system must also be able to generate written drug information and dosing instructions intended for the lay public that may be provided to the patient.
25. Ensure contract pharmacies:
  - i. Accept telephone, facsimile or electronically transmitted prescriptions for eligible patients from authorized NHCAC prescribers;
  - ii. Possess the ability to process and adjudicate prescription claims online, using an 11-digit NDC identification code;
  - iii. Dispense drugs to eligible NHCAC patients from self-purchased current inventory and receive replenishment supplies of inventory, along with a prescription dispensing fee, in lieu of receiving payment for cost of drugs dispensed;
  - iv. Establish/maintain with the drug wholesale distributor designated by NHCAC a “ship to” account for replenishment of drug inventory dispensed to NHCAC patients;
  - v. Allow quantities of drugs that have not reached the NHCAC -established replenishment level to be carried forward until the established replenishment level (full package size) is reached, or until 180 days post replenishment is reached;
  - vi. Accept for payment for drugs dispensed that do not reach established replenishment levels



- (Full package sizes) within 180 days of last dispensing; vii. Return-to-stock and adjust electronic prescription dispensing history and drug inventory levels within seven (7) working days of prescription filling if the patient has not picked up the prescription within that time;
- viii. Stock and dispense certain generic or brand agents, identified by 11-digit NDC code, when specified by NHCAC;
  - ix. Accept the lesser of agreed upon dispensing or pharmacy “usual and customary” price for each prescription dispensed;
  - x. Comply with NHCAC policies regarding maximum days supply, lost prescriptions, acceptable refill intervals, non-formulary drug requests, and other relevant prescription dispensing activities;
  - xi. Collect prescription co-payments established by NHCAC from affected patients. The copayment amount will be deducted from the dispensing fee or “usual and customary” priced paid by NHCAC;
  - xii. Maintain auditable records of purchasing, inventory management and prescription transactions and provide records to NHCAC;
  - xiii. Quarterly and as-needed prescription file audits by NHCAC;
  - xiv. Not receive drugs through the NHCAC replenishment process that are sold or transferred to non-NHCAC patients or entities who are not eligible to receive them; and
  - xv. Assist NHCAC in communicating major program changes to patients through the distribution of NHCAC provided fliers, brochures and/or signs.

### Required Reports

The successful vendor shall, at no additional cost to NHCAC, provide:

- 26. Monthly management reports that include, and are not limited to, patient prescription benefit utilization, individual and aggregate provider prescribing patterns by drug and cost and prescription cost per therapeutic class.
- 27. Monthly drug use reports that include, and are not limited to, prescription claim per therapeutic class, non-formulary and prior authorization drugs approved or denied during the month.

Monthly financial reports that include, and are not limited to, co-payment amounts collected by individual network pharmacies, prescription claims by number and costs per participating pharmacy, total of individual claim charges to NHCAC showing use of prescription dispensing fee or "usual and customary" price and deduction from charge of prescription co-payment amounts realized by claim from commercial and other prescription payer sources.



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**VI. Health Insurance Portability and Accountability Act (“HIPAA”).**

## Obligations and Activities of Provider

1. Vendor (provider), shall not use or further disclose Protected Health Information other than as required by agreement with NHCAC or as required by Law.
2. Provider shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information not provided for by agreement with NHCAC.
3. Provider shall ensure that any agent of the Provider, including subcontractor, to whom it provides Protected Health Information received from, or created or received by Provider on behalf of Pharmacy agrees, in writing to the same restrictions and conditions that apply through Provider’s agreement with NHCAC.
4. Provider shall implement and maintain safeguards necessary to ensure that all Protected Health Information is used or disclosed only as authorized under the HIPAA Standards. Provider agrees to assess potential risks and vulnerabilities to Protected Health Information in its possession and develop, implement and maintain administrative, physical and technical safeguards required by the HIPAA standards that protect the confidentiality, availability and integrity of the Protected Health Information that provider creates, receives, maintains or transmits on behalf of the pharmacy.
5. Provider acknowledges that if it violates any of the requirements provided by the HIPAA standards or its agreement with NHCAC, provider will be subject to the same civil and criminal penalties that Pharmacy would be subject to if such Covered Entity violates the same requirements.

## VII. TIMELINE

This process will be guided by the following timeline. All dates are subject to change at the sole discretion of NHCAC.

| <b><u>Milestone</u></b>                                       | <b><u>End or Due Date</u></b>    |
|---|----------------------------------|
| RFP Issued  | November 22 <sup>nd</sup> , 2017 |
| Bidders Conference Call                                       | November 29 <sup>th</sup> , 2017 |
| Contractor \Vendor Responses Received by NHCAC Representative | December 8 <sup>th</sup> , 2017  |
| Responses Evaluated including clarifications                  | December 11 <sup>th</sup> , 2017 |
| Contractor \Vendor Selected                                   | December 19 <sup>th</sup> , 2017 |
| Contract Term 3 year beginning                                |                                  |

\*Please be advised that everyone who submits a proposal is invited to the opening of proposals at 12:00pm on **December 8<sup>th</sup>, 2017** in our administrative office located at 800-31<sup>st</sup> Street, Union City, New Jersey 07087.



**VIII. EVALUATION PROCESS**

| Factor   | Yes | No | Points Possible |
|--|-----|----|-----------------|
| <b>Does the vendor offer</b>   |     |    |                 |
| <p><b>1. A system that supports adherence to the 340B Patient Definition?</b><br/>                     If using a contract pharmacy that other unique 340B entities are also using, a system in place to prevent claims to an individual transaction by two or more entities.</p>  |     |    |                 |
| <p><b>2. A system that supports the entity's aim for no duplicate discounts?</b></p> <ul style="list-style-type: none"> <li>a. The vendor has a process to exclude Medicaid managed care claims from 340B replenishment if Medicaid rebates will be collected; and/or</li> <li>b. Medicaid fee-for-service prescriptions are not included in the 340B program unless a special arrangement has been made among the entity, the OPA, and the New Jersey Medicaid program to prevent duplicate discounts.</li> </ul>   |     |    |                 |
| <p><b>3. Adequate inventory management and records/reporting?</b></p> <ul style="list-style-type: none"> <li>a. Ordering process is transparent to NHCAC and NHCAC is ultimately in control of the process (which parties may order and by what mechanism[s]);</li> <li>b. Vendor does not recommend or engage in re-characterization of claims or banked replenishment without full disclosure to all parties (entity, manufacturer, wholesaler, etc);</li> <li>c. Inventory tracking is perpetual and NHCAC has access to inventory reports at any time;</li> <li>d. Inventory system is capable of handling orphan drugs (either supporting no orphan drugs purchased at 340B prices “opt out” or identifying orphan drugs based upon designation “opt in” (applies to CAH, SCH, RRC);</li> <li>e. NHCAC establishes &amp; controls re-order trigger points;</li> <li>f. Vendor's reporting capabilities include: drug name, 11 digit NDC, quantity, date, 3rd party/cash revenue, dispensing fees paid to pharmacy, fees paid to vendor;</li> <li>g. Data privacy is addressed to NHCAC's satisfaction;</li> <li>h. A process is in place to reimburse the contract network pharmacy at reasonable rates and intervals when an 11 digit NDC match is not available for replenishment;</li> </ul> |     |    |                 |





|   |  |  |  |
|---|--|--|--|
| <ul style="list-style-type: none"> <li>i. A process is in place to reconcile inventory if the contract pharmacy or vendor contract is terminated;</li> <li>j. A process is in place to regularly reconcile purchasing, distribution, dispensing, and billing records (time interval clearly stated); and</li> <li>k. Records are maintained for at least three (3) years, or longer if required by state/federal law.</li> </ul>  |  |  |  |
| <p><b>4. An NHCAC fee/term structure for its services that aligns with the 20 340B Program intent?</b></p> <ul style="list-style-type: none"> <li>a. Vendor fully discloses all fees, including any fees for low usage velocity or formulary removal;</li> <li>b. \$4 generic programs are exempt from fees to NHCAC or adjudication costs to the pharmacy;</li> <li>c. Vendor has logic that compares these prices (340B, the pharmacy's usual and customary, and a maximum allowable cost [MAC] + dispensing fee) with NHCAC paying the lowest of the three;</li> <li>d. Vendor's fees (including fees negotiated for contract pharmacy) are in line with prevailing market rates;</li> <li>e. Vendor discloses the standards by which it evaluates contract pharmacies prior to inclusion into a network (i.e., the pharmacy is required to respond to patient complaints/recurring problems with dispensing);</li> <li>f. NHCAC patient recruitment to a vendor-owned or affiliated mail order pharmacy is fully disclosed (information is obtained on these relationships as part of the proposal process); and</li> <li>g. Contract defines net paid claim. NHCAC does not pay adjudication fees on claim reversals.</li> </ul> |  |  |  |
| <p><b>5. NHCAC has ultimate control over 3rd party and cash revenue 20 issues?</b></p> <ul style="list-style-type: none"> <li>a. NHCAC can create pre-edits to maximize 340B use (brand DAW indicator as less expensive than generic);</li> <li>b. Vendor has a “stop-loss” functionality, which prevents third party adjudication if the claim will result in a net loss to NHCAC;</li> <li>c. NHCAC can choose to not utilize 340B as needed (without a fee penalty);</li> <li>d. Vendor supports a sliding fee scale approved or designed by NHCAC; and</li> <li>e. Vendor fully discloses and/or shares all rebate collections involved through participation with any business (PBM, etc.).</li> </ul>   |  |  |  |



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|   |  |  |            |
|---|--|--|------------|
|   |  |  |            |
| <b>6. Coordination with existing Prime Vendor and contract pharmacy network</b> |  |  |            |
| <b>Total Points Possible</b>  |  |  | <b>100</b> |



**VENDOR AGREEMENT AND CERTIFICATION**

By signing below, the vendor representative expressly certifies and warrants that all information that has been provided in this RFP response is accurate. The individual further acknowledges that all services and products described in this RFP response is immediately available and warrants that the vendor is able to deliver, install and complete all expected services within the required timeframes.

Furthermore, if it appears or becomes known that information provided in this RFP response is not true, or there are products or services that NHCAC has been assured it would receive but do not exist, or there will be additional charges not included in the proposal, then NHCAC reserves the right to terminate all discussions, negotiations, and/or implementation with an immediate and full refund of any fees paid by NHCAC.

All signatories to this document agree and warrant that they have made no changes or altered this RFP in any way, and are authorized to make all commitments set forth in this RFP response. Representatives signing below also agree that all responses to this RFP, and any documentation submitted, may be referenced in any final purchase agreement or contract between NHCAC and the vendor as an addendum and become legally binding.

**Our response is for the following services and products described in the NHCAC RFP dated November 2017.**

**Company** \_\_\_\_\_  
**Name of Company**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name and Title**

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_



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## VII. SUBMISSION INSTRUCTIONS

NHCAC will convene a selection group to review the proposals and information received in response to this RFP. During this review process, additional information may be required of the respondent\vendor and some respondents will be invited to NHCAC in order to clarify any responses and further discuss the vendor's offer. All contact and any questions between respondent and NHCAC should be routed through the NHCAC point of contact (contact information below). NHCAC expects completion of the evaluation process and identifying its contractor choice for the required services within the timeframes outlined in Section V. above.

Responses will be evaluated based on price and experience.

All responses should be sent to the Point of Contact by the Due Date.

### NHCAC Point of Contact

Joan M. Quigley  
President/CEO  
**North Hudson Community Action Corporation**  
800-31<sup>st</sup> Street  
Union City, New Jersey 07087  
E-mail: joan.quigley@nhcac.org  
Telephone: 201-210-0100  
Facsimile: 201-223-0306

Proposals should be provided in both electronic and hardcopy formats by the Due Date. Please place three (3) copies of your RFP in a sealed envelope and clearly label in the lower left corner "Proposal for Pharmacy Benefit Management." Include 3 references.

Late proposals will not be accepted.

Thank you for your interest in North Hudson Community Action Corporation.

