



## REQUEST FOR PROPOSAL

### Pharmacy Benefits Management

PROJECT# 2016-07-04

Approved as to Form and Legality

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**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**(PROJECT # 2016-07-04)**

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## PURPOSE & BACKGROUND

North Texas Behavioral Health Authority (Local Authority) is the Texas Department of State Health Services (DSHS) designated Local Behavioral Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and substance use disorder services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

### The Local Authority's Mission is:

North Texas Behavioral Health Authority seeks to create a well-managed, integrated and high quality delivery system of behavioral health services available to qualified consumers in the Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties ("the six counties").

As required by agreement with the Texas Department of State Health Services, NTBHA must provide, directly or by contract, the services of Pharmacy Benefits Management to provide cost-effective solutions for medication services.

By issuance of this Request for Proposals ("RFP"), NTBHA is accepting Proposals from qualified and interested vendors (herein "Proposer", "Applicant" or "Provider") capable of providing Pharmacy Benefits Management to NTBHA-authorized persons with serious mental illness who reside in the six counties of North Texas.

Vendors interested in submitting a Proposal should pay particular attention to all Instructions, Requirements, and Deadlines indicated in this RFP document and should respond accordingly. Professional services associated with the execution and the maintenance Pharmacy Benefits Management. **Services will be for procured for a contracted period of one (1) year beginning January 1, 2017, and ending August 31, 2017, with one (1) additional one-year contract renewals at the sole option of NTBHA.**

Copies of the RFP Document may be obtained via internet at <http://ntbha.org>, or picked up at 1201 Richardson Drive, Ste 270, Richardson, TX 75080.

**All questions regarding the RFP #2016-06-02 should be directed to Christina Gonzales via e-mail at [cgonzales@ntbha.org](mailto:cgonzales@ntbha.org).**

### **PROPOSAL DOCUMENTS:**

- EXHIBIT "A", entitled "PROCUREMENT TIMELINE"
- EXHIBIT "B", entitled "SCOPE OF SERVICES BEING PROCURED"
- EXHIBIT "C", entitled "EVALUATION, SELECTION CRITERIA AND PROCESS"
- EXHIBIT "D", entitled "PROPSAL REQUIREMENTS FOR PHARMACY BENEFITS MANAGEMENT"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "SUBMISSION OF PROPOSAL ASSURANCES"

**Attachments: Please complete/provide the following attachments and label accordingly.**

Attachment A - Pricing

Attachment B - Attach a list of the retail pharmacies in your network.

Attachment C - Vendor shall provide evidence of financial solvency.

Attachment D - Vendor shall have no conflict of interest and meets the standards of conduct requirement pursuant to Texas Administrative Code §412.54(c) relating to Accountability. Complete CIQ Questionnaire.

- Attachment E - Attach Certification regarding Lobbying; See Attachment E
- Attachment F - Formulary

**EXHIBIT A: PROCUREMENT TIMELINE**

**DATE**

**EVENT**

**July 28<sup>th</sup>, 2016**

The Request for Proposal (RFP) announcement is issued to identified agencies.

**August 17<sup>th</sup>, 2016**

**Questions** will no longer be accepted for the RFP. An FAQ will be posted no later than August 8<sup>th</sup>, 016.

**August 24<sup>th</sup>, 2016**

Responses must be submitted to NTBHA no later than 5 **PM**, **CDT**, (See Instructions for Proposal Submission, following)

**September 2<sup>nd</sup>, 2016**

NTBHA completes review of bids and selection of vendor

**September 14<sup>th</sup>, 2016**

Announcement of contract award

**January 1<sup>st</sup>, 2016**

Date vendor must start providing services

**END OF EXHIBIT A**

## **EXHIBIT B: SCOPE OF SERVICES BEING PROCURED**

The services listed below are critical to NTBHA. Applicants responding to this RFP must be able to provide all of the services at the listed capacity for each, including the physical facility(ies) and staff to provide these services.

The services may be located in more than one facility. Each of the proposed services must have the appropriate license from the State Department of Human Services for mental health services. Because the services listed below are expected to be fully operational immediately, the Applicant must have licenses for these services at the time of submission of the response to this RFP.

### **1.01 TARGET POPULATION**

The target population to be served by a provider of Pharmacy Benefits Management and Patient Assistance Program under contract with NTBHA would be any and all qualifying individuals authorized by North Texas Behavioral Health Association to receive these services.

### **1.02 SERVICES IN GENERAL.**

Vendors must be able to provide the following services to NTBHA – further information is included in EXHIBIT D.

- Administrative services in processing and analyzing prescription claims
- Contracting with a network of pharmacies
- Negotiating rebate arrangements
- Developing and managing formularies and prior authorization programs
- Operating mail order pharmacies and mail order claims
- Maintaining programs to ensure patient compliance
- Performing drug utilization reviews
- Implementing therapy or disease management programs
- Offering specialty pharmacy and distribution services
- Drug utilization review
- Average wholesale pricing
- Execute the Patient Assistance Program
- Provide Intra-Muscular medications and stock medications for clinics
- Dispense medications in one, two, three or four week supply as ordered by NTBHA providers.
- Accept return of unopened medications as well as disposal of opened or expired meds.

### **1.03. CAPACITY TO BE PROCURED AND PATIENTS SERVED**

The vendor must be able to process on average up to 36,600 medications per month for contracted Providers within NTBHA's 6 (six) county region.

1. Provider(s) will serve NTBHA-authorized and referred patients and service providers
2. Provider(s) will conduct drug utilization review and analysis for NTBHA.

### **1.04. DATA COLLECTION**

Provider shall timely comply with all data collection and reporting requirements outlined by NTBHA. Quarterly reports must be submitted within 30 days of the close of each quarter. Data elements to be regularly reported to NTBHA shall include, but not be limited to the following:

- Average number of unique medications dispensed per patient during the quarter, by physician or APN or PA (and also the system average)
- Average total quarterly cost of medications dispensed per patient, by physician or APN or PA (and also the system average)

- For each physician/APN/PA, the 10 medications ranked highest in total dispensed cost during the quarter (and also the system overall cost, by medication)
- A report of patients dispensed 2 or more concomitant antipsychotics during the quarter, by physician or APN or PA
- A report of patients dispensed any medication during the quarter at a dosage that exceeded FDA guidelines, by physician or APN or PA
- Benzodiazepine prescriptions filled as a percentage of total prescriptions filled during the quarter, by physician/PA/APN (and also the system average)
- Clozapine prescriptions filled as a percentage of total prescriptions filled during the quarter, by physician/PA/APN (and also the system average)

#### **1.05 PROVIDER ELIGIBILITY REQUIREMENTS**

In order to conduct business with NTBHA and provide the services specified in this RFP, Providers responding to this RFP must submit proof (certificates or other documentation) that:

- Vendor shall have been in the business of providing PBM services to agencies similar to NTBHA (public and/or government agencies) for a minimum of two (2) years.
- Vendor shall have at least two (2) years of experience working with a governmental/non-profit healthcare program preferably with mental health experience.
- Vendor shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

**1.06 REPORTS OF ABUSE AND NEGLECT.** The Successful Contractor shall report any allegations of abuse and neglect in accordance with applicable state laws and rules of the Texas Department of State Health Services and Texas Department of Protective Services.

**1.07 AIDS/HIV WORKPLACE GUIDELINES.** The Successful Contractor shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

**1.08 RECEIPTS AND RECORDS.** The Successful Contractor shall agree to provide NTBHA, upon request, with original receipts (if any) for the purchases of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records. The Successful Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.

**1.09 ACCESS.** Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Contractor agrees to allow the State, including the Office of the State Auditor, NTBHA's representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Contractor, as necessary, to enable the State or NTBHA to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.

**1.10 RETENTION OF RECORDS.** The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.

**1.11 PROTECTED HEALTH INFORMATION.** During the term of an awarded contract, the Successful Contractor may receive from NTBHA, or may receive or create on behalf of NTBHA, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto, and the

requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 (“HITECH Act”), and their implementing regulations (collectively "HIPAA" herein) to the extent such law and regulations apply during the term hereof.

**END OF EXHIBIT B**



## **EXHIBIT C: EVALUATION, SELECTION CRITERIA AND PROCESS**

Any award made based upon this Request for Proposal will be based upon Best Value to NTBHA, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making and which consider the following relevant factors:

1. the delivery terms;
2. the quality and reliability of the respondent's services;
3. the extent to which the services meet NTBHA's needs;
4. indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;
5. the impact on the ability of NTBHA to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
6. the total long term cost to NTBHA of contracting for the respondent's services;
7. the cost of any staff training associated with the contract;
8. the contract price;
9. the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
10. the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
11. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
12. whether necessary or desirable support and ancillary services are available to the respondent;
13. the character, responsibility, integrity, reputation, and experience of the respondent;
14. the quality of the facilities and equipment available to or proposed by the respondent;
15. the ability of the respondent to provide continuity of services;
16. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
17. any other factor relevant to determining the best value for NTBHA in the context of a particular contract.

The evaluation process is as follows:

- a. All proposals received by the established deadline will be evaluated and ranked by NTBHA's RFP Evaluation Committee according to the factors above.
- b. Respondents meeting the requirements and criteria may be invited to interview with NTBHA to further clarify the evaluations of proposals, if deemed necessary by the committee.
- c. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
- d. Visits may be conducted to potential service contractors.
- e. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with NTBHA.
- f. **APPEALS and/or PROTEST.** Any Respondents wishing to protest or appeal the selection

process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

Pharmacy Benefits Management  
PROJECT # 2016-07-04  
North Texas Behavioral Health Authority  
ATTN: Christina Gonzales  
1201 Richardson Dr, Ste 270  
Richardson, TX 75080  
Contact Number: 214.366.9407

- g. Proposals submitted become the property of NTBHA and will not be returned to the Respondent's.

<b>END OF EXHIBIT C</b>
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**EXHIBIT D:**  
**PROPOSAL REQUIREMENTS FOR**  
**PHARMACY BENEFITS MANAGEMENT**

Applicant may submit the application in hard copy or electronically. If submitted in hard copy, one document must be labeled ‘original’, and must be accompanied by one (1) additional copy by mail or in person to the address below no later than **5:00 p.m., Central Daylight Time, August 24, 2016** to:

For hand delivered bids:

Pharmacy Benefits Management PROJECT # 2016-07-04  
North Texas Behavioral Health Authority  
ATTN: Christina Gonzales  
1201 Richardson Dr, Ste 270  
Richardson, TX 75080  
Contact Number: 214.366.9407

For Mailed/Express Delivered bids:

Pharmacy Benefits Management PROJECT # 2016-07-04  
North Texas Behavioral Health Authority  
ATTN: Christina Gonzales  
1201 Richardson Dr, Ste 270  
Richardson, TX 75080  
Contact Number: 214.366.9407

Hard copy applications must be received sealed and marked “RFP# 2016-07-04”. If submitted electronically, applications must be submitted in PDF format and attached in an e-mail that identifies it as the ‘original’ application. RFP number must be on the “Subject Line” of the email. Applications must be submitted no later than **5:00 p.m., Central Daylight Time, August 24, 2016** to:

[cgonzales@ntbha.org](mailto:cgonzales@ntbha.org).

### INSTRUCTIONS FOR COMPLETION

Please be sure to answer every question. If the question does not apply to the Applicant, simply and clearly document “N/A”. Evaluation of Applicant eligibility is based on completed questions. ALL unanswered questions will be considered omissions. Answer all questions in the order of this proposal outline. Use the forms attached or prepare responses in the same format. Clearly designate each item in the document as it appears in this outline (by number, letter, and question). The document should be double spaced, type size at least 11 pitch. The Local Authority reserves the right to review only completed Proposals. The Local Authority reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete proposals. Multiple omissions and/or incomplete responses may result in disqualification. All supporting documentation should be attached to the appropriate section of the Proposal and in the order described in this Application Outline section.

### INSTRUCTIONS AND CONDITIONS

- LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the North Texas Behavioral Health Authority, 1201 Richardson Dr, Ste 270, Richardson, TX 75080, North Texas Behavioral Health Authority is not responsible for lateness of mail, carrier, etc.

2. **FUNDING:** This contract shall be funded by State of Texas General Revenue.
3. **ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of NTBHA.
4. **IT IS UNDERSTOOD:** NTBHA reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of NTBHA.
5. **MODIFICATIONS:** NTBHA reserves the right to modify the general description and scope of services, by issuing written addenda of any such modifications.
6. **ADDENDA:** Any interpretations, corrections or changes to the Request for Proposal (RFP) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the [Contracts Coordinator](#). Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
7. **ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
8. **WITHDRAWAL OF PROPOSALS:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.
9. **PROPOSALS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.  
  
However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.
10. **SALES TAX:** NTBHA is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.
11. **PROPOSALS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses

incurred in preparing proposals in response to this Request for Proposal and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. **Title Page.** Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.
  2. **Submission Letter.** A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
  3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
  4. **References.** Submit as specified in Section D.16 of this document.
  5. **Respondent's Contact.** Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal
- 13. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
- 14. MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
- 15. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 16. REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.
- 17. INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers' compensation coverage) as follows:
- |                                  |   |
|----------------------------------|---|
| SCHEDULE: Professional Liability | \$1,000,000/\$3,000,000                         |
| General Liability                | \$1,000,000/3,000,000                           |
| Worker's Compensation            | In accordance with Texas Statutory Requirements |
- 18. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:**

A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

NTBHA may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.
20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.
21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: [cgonzales@ntbha.org](mailto:cgonzales@ntbha.org).
22. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.
23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.
24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Richardson, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
26. **CONTRACT MONITOR:** Under this contract NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
27. **INVOICES** shall show all information as required and shall be mailed directly to NTBHA location and staff person as set out in the contract entered into by NTBHA and Contractor.

28. **PAYMENT** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Contractor.
29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NTBHA.
30. **ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.
  - A. Request for Proposal Instructions and Conditions
  - B. Proposal Guidelines, if any
  - C. Other documents, exhibits and attachments

There is no expressed or implied obligation for NTBHA to reimburse Respondents for any expense incurred in preparing Proposal in response to this request, and will not reimburse anyone for those expenses. NTBHA will consider Proposals from all responsible Respondents.

**Following Contract award, the contents of all applications may be made available upon written request. Therefore, any information contained in the application that is deemed to be proprietary in nature must clearly be so designated in the application. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.**

### APPLICATION OUTLINE

Each Respondent must answer each of the following items completely. You may attach additional materials as necessary to provide support information and details. Failure to disclose or provide complete and accurate responses, or to utilize format described below, may be considered a basis for eliminating the proposal from further consideration. Each Respondent must use the proposal response format as follows: State the question or item exactly as appears; then provide your detailed response.

Questions fall under the following sections:

- I. Business Demographics
- II. Qualifications
- III. Staffing Plans
- IV. Services
- V. Quality Assurance Processes and Monitoring
- VI. Certificate of Insurance
- VII. Financial Information
- VIII. Cost Proposal
- IX. Risk Profile
- X. Implementation Plan
- XI. Information System
- XII. Client Reference
- XIII. Certification

**Attachments: Please complete/provide the following attachments and label accordingly.**

Attachment A - Pricing

Attachment B - Attach a list of the retail pharmacies in your network.

Attachment C - Vendor shall provide evidence of financial solvency.

Attachment D - Vendor shall have no conflict of interest and meets the standards of conduct requirement pursuant to Texas Administrative Code §412.54(c) relating to Accountability. Complete CIQ Questionnaire.

Attachment E - Attach Certification regarding Lobbying; See Attachment E

Attachment F - Formulary

**I. BUSINESS DEMOGRAPHICS**

Name \_\_\_\_\_

Title of Business \_\_\_\_\_

SS# \_\_\_\_\_ and/or Tax ID \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax # \_\_\_\_\_

Website address \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Email: \_\_\_\_\_ Phone # \_\_\_\_\_

Billing Address if Different From Above (include Street, City, State, and Zip Code)

\_\_\_\_\_

Billing Manager \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Other Business Locations in this Market Area: (include Street, City, County, and Zip)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Other Owners/Partners:

Name	% Ownership	If corporate, list organization
------	-------------	---------------------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Type of organization (i.e., non-profit corporation, Limited Liability Company, general partnership, etc.):

\_\_\_\_\_

Provide a copy of Provider's Articles of Incorporation and 501(c)(3) certificate, or other bylaws/governing documents as appropriate –

Years in Operation \_\_\_\_\_

Hours of Operation \_\_\_\_\_

Certification Number if a Historically Underutilized Business: \_\_\_\_\_, or qualifications if HUB eligible, but not certified: \_\_\_\_\_

**II. QUALIFICATIONS**

Minimum qualification criteria include, but are not limited, to the following:



- a. Applicant shall have been in the business of providing PBM services to healthcare agencies similar to NTBHA (public and/or government agencies) for a minimum of two (2) years.
- b. Applicant shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP

### **III. STAFFING PLANS**

- a. Describe the staffing plans; during normal business hours a licensed pharmacist will be available as a consultant to consumers, clinic prescribers, and clinical staff regarding medications, side effects, and food/drug interactions.
- b. For applicants with more than 100 employees, the RFP submission must include the applicants' status regarding equal employment opportunity. Please submit verification of status using the Employer Information Report EEO-1 or the State and Local Government Report EEO-4.
- c. Due to the uniqueness of NTBHA, can applicant provide a staff member assigned to the account have a minimum of 2 years of providing continuous Account Management experience overseeing the directive?
- d. Provide details of the assigned Account Executive/managers' background, experience and credentials.
- e. Provide details of the background, experience and credentials for the pharmacist contact for clinical purposes.
- f. Provide details on if a pharmacist will be available to answer questions during extended evening or weekend hours.

### **IV. SERVICES:**

- a. Describe how Vendor will provide support to NTBHA to develop policies, procedures and guidance for operation of an onsite distribution office.
- b. Provide access to an experienced, qualified and dedicated Account Manager/Executive and support staff necessary to assist NTBHA during the transition period prior to the "Go Live" date and for ongoing support throughout the contract.
- c. Vendor will provide NTBHA with toll free telephone and fax lines to reach the vendor, administration and dispensing sites. NTBHA inquiries must be acknowledged within one business day.
- d. Please enclose a copy of one of your patient drug education pamphlets, including English and any other languages you may have.
- e. Provide a disaster recovery plan that includes natural, environmental, manmade and business disasters to ensure continued ability for fulfilling the remainder of the contract.
- f. Vendor must be or become a participant in the Clozapine Risk Evaluation and Mitigation Strategy (REMS) program or ensure that network of pharmacies is a participating member.
- g. Describe the individual packaging systems that are offered to consumers.
- h. Describe Vendor's online system that consumers may independently access their medication fulfillment history.
- i. Describe the process and information that is needed/provided to NTBHA and other entities when a consumer transfers from hospitals or other providers.

### **V. PATIENT ASSISTANCE PROGRAM**

- a. Describe steps taken to maximize the use of PAP drugs. Describe procedure to ensure PAP is used whenever possible.
- b. Describe experience and knowledge of PAP Programs including but not limited to:
  - PAP application software
  - tracking software
  - housing/dispensing/management of inventory for distribution
- c. Provide PAP software program for applying and obtaining PAP medications for consumers and training and support with software as needed.
- d. Provide NTBHA with a PAP repack and warehouse program that will maintain the bulk inventory

- of drugs at the location.
- e. Describe Vendor's ability to package and ship PAP medications to clinic. Provide process times for receiving and shipping packages.
  - f. Describe process to provide Clinic staff with access to the PAP inventory, tracking, dispensing, utilization, and reports that include cost savings and value of received and dispensed inventory.
  - g. Describe process for assuring that PAP qualified clients receive PAP medications.
  - h. Describe process of providing notification for when PAP will be expiring on a drug.

#### **VI. AVERAGE WHOLESALE PRICE (AWP) AND MAXIMUM ALLOWABLE COST (MAC)**

- a. Describe the process utilized to determine the AWP and MAC pricing.
- b. Describe how AWP is calculated, and the service utilized for calculation.

#### **VII. QUALITY ASSURANCE PROCESSES AND MONITORING**

- a. List all licenses, credentials, certifications, and/or accreditations the Vendor currently holds. Provide copies of documents regarding DSHS status.
- b. Provide policy and procedures that all employees maintain training, credentialing and licensing requirements.
- c. Provide quality improvement program which addresses medication dispensing errors and adverse medication reactions. The contractor will provide evidence that the medication dispensing error rate will not exceed 5%.
- d. Provide quality improvement program which addresses adverse medication reactions.
- e. Provide policy and procedures for returned medication and medication disposal.
- f. Provide procedure to ensure that only NTBHA approved prescriptions will be processed and fulfilled.
- g. Provide policy and procedure assuring billing is completed correctly for each prescription.
- h. Describe the Provider's data collection and reporting processes that will allow it to meet the data reporting requirements of this RFP. Please refer to Section A, 1.04 for information.
- i. Describe process to identify and prevent fraud, describe the functioning/support that will be needed from NTBHA.
- j. Submit a copy of the most recent Quality Improvement Plan.
- k. Describe in detail, performance indicators used in measuring and monitoring service performance and goals.
- l. Submit copies of all external reviews from all regulatory/accrediting bodies: include any plans of improvement required as a result of the reviews.
- m. Lawsuits – Indicate any lawsuits or litigation involving clinical Services to Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

#### **VIII. CERTIFICATE OF INSURANCE**

Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:

- a. Comprehensive General Liability, Professional Liability, and Employee Misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

#### **IX. FINANCIAL INFORMATION**

- a. Provide a copy of a Certified External Audit for the past three years.
- b. Provide a copy of the most recent Tax Statement (IRS Form 1120, Form 990 as applicable).
- c. Provide a current Financial Statement including Cash Flow.
- d. Submit the most current Annual Report available.
- e. Provide evidence of continued financial viability to ensure your capabilities to support this project.
- f. Insurance – Indicate current coverage amounts for professional and general liability insurance, term of coverage, and name of carrier.

- g. Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:
  - Comprehensive General Liability, Professional Liability, and Employee Misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
  - Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.
- h. Provide the budget detail for the proposed program.
  - Identify salaries and fringe benefits.
  - Identify all other operating and administrative expenses that will be related to the program.
  - Identify Medicaid/Third Party Revenue Projections.

## **X. COST PROPOSAL**

- a. Describe your proposal fee structure.
- b. Describe how you will maximize other payor sources to ensure NTBHA is the payor of last resort.

## **XI. RISK PROFILE**

- a. Has the Respondent had any validated/confirmed client abuse, client neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
- b. Provide a copy of Professional Liability Insurance showing liability insurance coverage. Include directors' and officers' professional liability, errors and omissions, general liability, breaches of privacy, and medical malpractice insurance --
- c. Identify whether Respondent, as an entity, or anyone employed by the Respondent is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If "yes", provide a detailed explanation.
- d. Identify whether Respondent, as an entity, or anyone employed by the Respondent providing direct care or employed in a management position has had any felony convictions. If "yes", provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
- e. Identify whether Respondent has ever been placed on vendor hold by an agency or company. If "yes", provide a detailed explanation.
- f. Identify any lawsuits or litigation involving clinical services to which you have been a party during the past five (5) years. Provide details on any judgments.
- g. Provide a list of clinical services contracts for which Respondent has been terminated for cause in the last five (5) years.
- h. Identify whether Proposer, as an entity, or any of Respondent's employees Medicaid Provider number(s) have ever been suspended or revoked. If "yes", explain.

## **XII. IMPLEMENTATION PLAN**

- a. Provide information on Contractor's capacity and capability to fully implement services in accordance with the procurement timeline provided in EXHIBIT A.
- b. Provide a schedule for implementation and training (if necessary) four months after the date of contract signing.

## **XIII. CLIENT REFERENCES**

Provide a minimum of three client references. For each client listed, include the following:

- Agency name and address
- Name or Point of contact (POC)
- POC email address and telephone number

- Dates of services provided to client
- Type of services provided to client

**XIV. RIGHTS RESERVED**

NTBHA reserves the right to withdraw this Request for Bids at any time before bids are submitted; reject, for any reason and at its sole discretion, in total or in part, any and/or all bids, regardless of comparability of price, terms or any other matter, and to waive any informalities. If a firm is selected, the firm will be required to execute a contract. If NTBHA funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No contract shall be deemed to exist between NTBHA and any Contractor until NTBHA and that Contractor have executed a mutually acceptable, comprehensive and binding contract. A countersigned copy of this bid or any other preliminary written agreements shall not suffice to bind NTBHA to any legal obligation of any kind whatsoever with regard to the work considered hereby.

In the contract with the successful Contractor, NTBHA will not agree to waive its governmental immunities, engage in binding arbitration or agree to indemnification of Contractor or limitation of Contractor’s liability. The contract will require that it be construed and enforced in accordance with the laws of the State of Texas and that venue shall lie in Dallas County, Texas.

**XV. CERTIFICATION**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided herein to be true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations:

- a. NTBHA may have the grounds to terminate any or all contracts which NTBHA has or may have with the business named above;
- b. NTBHA may disqualify the business from consideration for this or other contracts and may remove the business from NTBHA’s Contractors lists; and
- c. NTBHA may have grounds for initiating legal action under federal, state, or local law.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date

<b><u>END OF EXHIBIT D</u></b>
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**EXHIBIT E: RESIDENT/NON-RESIDENT CERTIFICATION**

Contractor must answer the following questions in accordance with the Texas Government Code § 2252.002, as amended:

A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: \_\_\_\_\_ Resident Contractor \_\_\_\_\_ Non-resident Contractor

- (1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

B. If the Contractor is a “Nonresident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: \_\_\_\_\_ Yes \_\_\_\_\_ No Which state? \_\_\_\_\_

C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: \_\_\_\_\_

**END OF EXHIBIT E**

**EXHIBIT F: SUBMISSION OF PROPOSAL ASSURANCES**

The undersigned does make the following assurances that:

1. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
2. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
3. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a response, unless so described in the RFP response document.
4. The Respondent does not discriminate in its services or employment practices on the basis of race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of NTBHA, DSHS or DADS, and no member of the NTBHA's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Respondent is unable to make the affirmation, then the Respondent must disclose any knowledge of such interests.
6. Respondent accepts NTBHA's right to cancel the RFP at any time prior to contract award.
7. The RFP response submitted by the Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
8. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
9. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Respondent.
10. That Respondent will comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the DSHS Community Standards of Community Mental Health Centers and Community Service Programs, and applicable local, state, and federal laws, rules and regulations, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
11. No member of the Respondent's staff or governing authority has participated in the development of specific criteria for award of the contract, nor will participate in the selection of the proposal to be awarded the contract.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

**Name of Respondent Firm or Individual:** \_\_\_\_\_

**Type of Legal Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
\_\_\_\_\_ **FAX No.:** \_\_\_\_\_

**Auth. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**END OF EXHIBIT F**

**ATTACHMENT A**  
**PRICING**

**List Pricing Offered**

Central Fill Pharmacy: \_\_\_\_\_  
 Brand AWP Discount: \_\_\_\_\_  
 Brand Dispense Fee: \_\_\_\_\_  
 PAP Dispensing Fee: \_\_\_\_\_  
 PAP Admin Fee: \_\_\_\_\_

Retail Pharmacy Network: \_\_\_\_\_  
 Brand AWP Discount: \_\_\_\_\_  
 Brand Dispense Fee: \_\_\_\_\_

**Central Fill Pharmacy:**

Generic AWP Discount: \_\_\_\_\_  
 Generic Dispense Fee: \_\_\_\_\_  
 Generic MAC rate offered: Y / N  
 If yes, please provide MAC performance discount.

Retail Pharmacy Network: \_\_\_\_\_  
 Generic AWP Discount: \_\_\_\_\_  
 Generic Dispense Fee: \_\_\_\_\_  
 Generic MAC rate offered: Y / N  
 If yes, please provide MAC performance discount.

Price for dispensing 1 week, 2 week, blister pack or pill box? \_\_\_\_\_

Provide details on how often and how your MAC is managed and updated:  
 \_\_\_\_\_

Description of other fees (Include attachment of fees Label Exhibit A, if needed):

Prior authorization fee	EACH
Any eligibility-loading fee (monthly and per new client)	EACH
Formulary change fee	EACH
MD addition/deletion fee	EACH
Paper claim processing fee	\$/Rx
All user-driver query associated fees	EACH
All programming and reporting fees	HOUR

**ATTACHMENT D**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your proposal)

A signature is required in Box 4 of the CIQ form, regardless of any other entry on the form.



**ATTACHMENT E**  
**LOBBYING**

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 an 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 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 Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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.

\_\_\_\_\_  
Print Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

ATTACHMENT F: DRAFT FORMULARY

Drug Name (benzodiazepines)	No restrictions	Class Restriction	PAP, Samples, or Coupon only	DSHS non-formulary	Other CHC formulary restriction
alprazolam (Xanax, Xanax XR)		X			X
chlordiazepoxide (Librium)		X			X
clonazepam (Klonopin)		X			X
clorazepate (Tranxene)		X			X
diazepam (Valium)		X			X
flurazepam (Dalmane)		X		X	X
lorazepam (Ativan)		X			X
oxazepam (Serax)		X			X
temazepam (Restoril)		X			X
triazolam (Halcion)		X			X

Drug Name (non- benzodiazepine controlled substances)	No restrictions	Class Restriction	PAP/sample only	DSHS non-formulary	Other Center formulary restriction
eszopiclone (Lunesta)		X		X	X
zaleplon (Sonata)		X			X
zolpidem (Ambien)		X			X

Drug Name	No restrictions	Class Restriction	PAP/sample only	DSHS non-formulary	Other Center formulary restriction
buspirone (BuSpar)	X				
diphenhydramine (Benadryl)	X				
hydroxyzine (Atarax, Vistaril)	X				
ramelteon (Rozerem)			X	X	

Drug Name	No restrictions	PAP, Samples, or Coupon only	DSHS non-formulary	Other Center formulary restriction
amitriptyline (Elavil)	x			
amoxapine (Asendin)	x			
bupropion (Wellbutrin, Wellbutrin SR)	x			
bupropion (Wellbutrin XL)	x			
citalopram (Celexa)	x			
desipramine (Norpramin)	x			
desvenlafaxine (Pristiq, Khedezla)		x	x	
doxepin (Sinequan)	x			
duloxetine (Cymbalta)	x			
escitalopram (Lexapro)	x			
fluoxetine (Prozac)	x			
imipramine (Tofranil)	x			
maprotiline (Ludomil)	x			
mirtazapine (Remeron, Remeron SolTab)	x			
nefazodone (Serzone)	x			
nortriptyline (Pamelor, Aventyl)	x			
paroxetine (Paxil, Paxil CR)	x			
protriptyline (Vivactil)	x			
sertraline (Zoloft)	x			
trazodone (Desyrel)	x			
trimipramine (Surmontil)	x			
venlafaxine (Effexor, Effexor XR)	x			
vilazodone (Viibryd)		x	x	
vortioxetine (Brintellix)		x	x	

Drug Name	No restrictions	PAP, Samples, or Coupon only	DSHS non-formulary	Other Center formulary restriction
aripiprazole (Abilify, Abilify Discmelt)		x		
aripiprazole (Aristada)		x	x	
Aripiprazole (Abilify Maintena)		x		
asenapine (Saphris)	x			
brexpiprazole (Rexulti)		x	x	
chlorpromazine (Thorazine)	x			
clozapine (Clozaril, Fazaclor, Versacloz)			Reserve	
droperidol (Inapsine)			x	
fluphenazine (Prolixin)	x			
fluphenazine decanoate (Prolixin D)	x			
haloperidol (Haldol)	x			
haloperidol decanoate (Haldol D)	x			
iloperidone (Fanapt)			Reserve	
loxapine (Loxitane)	x			
loxapine inhalant (Adasuve)			x	
lurasidone (Latuda)	x			
olanzapine (Zyprexa, Zyprexa Zydis)	x			
olanzapine pamoate (Zyprexa Relprevv)		x	Reserve	
paliperidone (Invega)	x			
paliperidone palmitate (Invega Sustenna)		x		
perphenazine (Trilafon)	x			
pimozide (Orap)			x	
quetiapine (Seroquel)	x			
quetiapine (Seroquel XR)		x	x	
risperidone (Risperdal, Risperdal M-Tab)	x			
risperidone (Risperdal Consta)		x		
thioridazine (Mellaril)			Reserve	
thiothixene (Navane)	x			
trifluoperazine (Stelazine)	x			
ziprasidone (Geodon)	x			

Drug Name	No restrictions	PAP, Samples, or Coupon only	DSHS non- formulary	Other Center formulary restriction
carbamazepine (Tegretol, Tegretol XR, Carbatrol, Equetro)	x			
divalproex sodium (Depakote, Depakote ER)	x			
lithium (Eskalith, Eskalith CR, Lithobid)	x			
valproic acid (Depakene)	x			
oxcarbazepine (Trileptal)	x			
lamotrigine (Lamictal)	x			

Drug Name	No restrictions	Class Restriction	PAP, Samples, or Coupon only	DSHS non-formulary	Other Center formulary restriction
amphetamine/dextroamphetaminemixture (Adderall, Adderall XR)		X			X
dexmethylphenidate (Focalin, Focalin XR)		X	X	X	X
dextroamphetamine (Dexedrine)		X			X
lisdexamfetamine (Vyvanse)		X			X
methylphenidate (Ritalin, Ritalin SR, Concerta, Metadate, Metadate CD)		X			X
methylphenidate patch (Daytrana)		X	X	X	X
methylphenidate soln (Quillivent XR)		X			X

Drug Name	No restrictions	PAP, Samples, or Coupon only	DSHS non-formulary	Other Center formulary restriction
acamprosate (Campral)				x
disulfiram (Antabuse)				x
naltrexone (ReVia, Vivitrol)				x
topiramate (Topamax)	x			

Drug Name	No restrictions	PAP, Samples, or Coupon only	non-formulary	Other Center formulary restriction
isocarboxazid (Marplan)		x	x	
phenelzine (Nardil)	x			
selegiline (Emsam)		x	x	
tranylcypromine (Parnate)	x			



Drug Name	No restrictions	PAP, Samples, or Coupon only	DSHS non-formulary	Other Center formulary restriction
atomoxetine (Strattera)		x		x
atenolol (Tenormin)	x			
clomipramine (Anafranil)	x			
clonidine (Catapres)	x			
clonidine ER (Kapvay)		x	x	
fluvoxamine (Luvox)	x			
gabapentin (Neurontin)	x			
guanfacine (Tenex)	x			
guanfacine ER (Intuniv)		x	x	
metoprolol (Lopressor)	x			
propranolol (Inderal)	x			
reserpine (Serpasil)		x	x	
olanzapine/fluoxetine (Symbyax)		x	x	
pindolol (Visken)		x	x	
prazosin (Minipress)	x			

B. Department of State Health Services (DSHS) Drug Formulary (DSHS funded medications and services – Mental Health)

1. The DSHS Drug Formulary (including updates) will be used for all medications and medication-related services that are funded by DSHS.

2. Non-formulary drugs may not be prescribed for DSHS funded medications and services, unless the following is present::

- a. no formulary drug exists that is as safe or effective in the specified situation;
- b. a limited trial of the drug appears to be safer or more effective than any drug listed in the formulary and the prescribing practitioner anticipates applying to have the drug added to the formulary (see DSHS website for application information)
- c. the course of therapy established prior to the individual's admission would be interrupted, and while awaiting completion of patient assistance medication process;
- d. initiation of treatment when at least 2 formulary drugs have been ineffective or not tolerated, and while awaiting completion of patient assistance medication process, or
- e. in an emergency

3. Completion of Attachment N is required in order to request the use of a non-formulary drug. Prior approval from the Medical Director (or designee) must be obtained except in an emergency, in which case approval is required within 3 working days. The completed request may be emailed, and a typed name in this case will be accepted as an electronic signature. A decision regarding approval of non-emergent requests will be made by the Medical Director (or designee) within 5 working days.

4. Non-formulary drug use will be monitored by peer review activities and through available pharmacy reports.

5. Formulary limitations and restrictions. The Medical Director may limit or restrict the prescribing or purchase with Center funds medications that exist within the DSHS formulary. Formulary limitations and restrictions will be reviewed and discussed at a meeting of the medical staff at least annually, and will be available for distribution. A request to override the limitation or restriction will follow the same procedure as 3.B.3, or as outlined elsewhere in this procedure for specific medication classes (e.g., benzodiazepines).

**NON-FORMULARY DRUG JUSTIFICATION FORM**

**Drug Name** \_\_\_\_\_  
(Generic) (Trade)

The purpose of the *Formulary* is to ensure that the treatments available to patients receiving Department of State Health Services funded medications are consistent with need, effectiveness, risk, and cost. Exceptions to the *Formulary* are limited to the categories listed below. Approval or disapproval of non-formulary requests will be determined within 5 clinic days of submission.

**Reason for request:**

- No formulary drug exists that is as safe or effective in the specified situation
- A limited trial of the drug appears to be safer or more effective than any drug listed in the formulary and the prescribing practitioner anticipates applying to have the drug added to the formulary (see DSHS website for application information)
- To prevent interruption of course of therapy established prior to admission and while awaiting completion of patient assistance medication process, or switching to a different medication (up to 30 day supply)
- To initiate treatment when at least 2 formulary drugs have been ineffective or not tolerated, and while awaiting completion of patient assistance medication process.
- An emergency.

**This request is for:**

Patient Name: \_\_\_\_\_ Case Number: \_\_\_\_\_

List of *Formulary* drug trials in same class that have failed, or were not tolerated:

Name of Drug	Failed Trial (inadequate response at therapeutic dose and duration)	Not Tolerated

\_\_\_\_\_  
Requesting Prescriber (signature) Requesting Prescriber (printed) Date

APPROVED

DISAPPROVED

EMERGENCY

Medical Director approval must be obtained within three working days.

\_\_\_\_\_  
Medical Director or designee (signature)

Date