**RFP-23-74438**

**BUSINESS PROPOSAL**

**ATTACHMENT E**

**Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

***Business Proposal***

* + 1. **General (optional) -** Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

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| CPS Solutions, LLC (CPS) has successfully managed Evansville State Hospital (ESH) for over 24 years. During our tenure, the pharmacy has continued to be an efficient, cost-effective, well-run department with outstanding regulatory compliance and **no pharmacy specific medication management citations for over a decade**. The talented individuals we currently have in the pharmacy, along with our strong corporate pharmacy shared services are a combination for continued success. Through many years of service in many State facilities, CPS is an expert in managing state hospital pharmacies.  The highlights of our Psychiatric Pharmacy Management Services include:   1. Clinical Services – Collaboratively, we drive opportunities for standardization across Evansville State Hospital’s drug formulary with a priority on safety, efficacy, and cost.   CPS’s proprietary software*, Optimizer,* is the repository for all clinical, benchmarking, regulatory, process related documentation, links, and training. CPS employees have access to over 1,100 tools and resources and over 700 e-learning courses on clinical, operational, administrative, and soft skills topics. These portals give CPS employees instant access to critical information and tools in a single view. For example, ESH pharmacy staff has leveraged CPS’s expertise to stay current in their practice of pharmacy over the past four years by completing over 480 training and certification modules.  CPS also provides drug information, drug monographs, formulary evaluation documents, protocol development, antibiogram, and empiric antibiotic recommendations.  CPS’s Patient Safety Program assists organizations in improving their medication error reporting by using self-reporting and observational methods. To deliver quality patient care and operations, CPS seeks to improve patient outcomes by minimizing adverse drug reactions and medication errors. CPS proprietary web-based application is designed to track and trend, Medication Errors, Adverse Drug Reactions, Clinical Pharmacists’ Interventions, Unusual Occurrences, Performance Improvement, Physician Credentialing, and Unit Inspection Documentation.     1. Economics – CPS’s Purchasing Insights program identifies opportunities based on purchase practices and other programs implemented in similar psychiatric hospitals. The top opportunities are based on projected savings utilizing a 12-month historical projection of purchases for the facility. Using comprehensive toolkits, the CPS team will continuously identify, recommend, and implement Focused Initiatives for Cost Savings (F.I.C.S.SM) designed to optimize your drug policy and formulary efforts while realizing significant cost savings. For example, the CPS pharmacy financial impact at ESH totaled almost $700K in FY22.CPS continues to work with Evansville State Hospital to achieve an optimal balance of clinical and economic outcomes of medication therapy; Acquisition cost savings are minor compared to the potential savings if the medication was not prescribed at all. CPS takes a leadership role in working with the hospital *administration* and the medical staff to monitor the effective use of high-priced drug products. We have strategies for optimizing savings through aggressive contract compliance.      1. A dedicated Regulatory & Compliance Service department, combined with our extensive experience with accreditation surveys, allows us to rapidly implement programs that meet or exceed all federal, state, and third-party standards. As regulations change, CPS is the trusted partner that helps its customers stay in front of this ever-changing climate. Over the past year, over forty (40) new standards have been added to our survey to ensure that compliance and best practices are always a priority at a CPS managed facility. The department has developed several GAP assessments within Optimizer to help focus on standards, best practices, and specific concentrated areas. A CPS pharmacy management agreement gives the hospital administration "peace of mind" knowing that you are receiving the best pharmacy services.     CPS helps pharmacy leaders drive operational excellence, clinical quality, continuous regulatory compliance, and bottom-line performance while supporting staff, caregivers, and patients. |

* + 1. **Respondent’s Company Structure** - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

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| The company is doing business as an LLC formed in the State of Delaware (Attachment R) with the focus on Pharmacy Management in addition to hospital Rehabilitation and Supply Chain management. CPS pharmacy management works in conjunction with directors of pharmacy to drive operational excellence, clinical quality, continuous regulatory compliance, and bottom-line performance while supporting staff, caregivers, and patients. The CPS organization chart is Attachment K and Attachment N is the PPS Holdings organizational chart. |

* + 1. **Respondent’s Diversity, Equity and Inclusion Information -** With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents’ Executive Staff and Board Members, if applicable.

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| CPS’s mission is to create, sustain and cultivate an organization where all team members are valued, included, and encouraged to bring their complete authentic selves to work every day. To this end, we have implemented the following: • Employ a Director of Inclusion and Team Member Engagement directly reporting to the Chief Human Resources Officer • A D, E, and I committee made up of diverse team members across the organization • Provide training and education on diverse cultures and D, E, and I topics • Developed Employee Resource Groups Measurements of our program include: • Review and measurement of diversity representation in leadership roles • Representation of diverse new hires in leadership roles • Review of leadership compensation • Employee Engagement survey analysis of diverse team member responses • Analysis of advancement opportunities for diverse employees  The CPS Executive team is comprised of seven white males, three white females, and one diverse male. Board team members are comprised of 3 white males, 1 diverse male, and 2 white females. |

* + 1. **Company Financial Information** - This section must include documents to demonstrate the Respondent’s financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

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| See Dunn & Bradstreet Attachment M |

* + 1. **Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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| As it relates to the financial information provided in this RFP, we, the executives of CPS, know of no deficiencies in the aforementioned information. We operate within the normal course of business with a Board that is not involved in day-to-day business and we use a third-party audit company to provide us with audited financials on an annual basis. Given these facts we are confident in the integrity of the information provided.  Benjamin Hansen, CPS CFO |

* + 1. **Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

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| **Contract Term**  **Identifier and Header** | **Suggested Language Change** | **Rationale for suggested change** |
| Section 13 (Continuity of Services) C | Delete Section 13 (Continuity of Services) subsection C and replace with the following:    C. During the term of the Contract and for a period of one (1) year after expiration or termination of such Contract, State shall not employ (directly or indirectly) or enter into a consulting arrangement, with: (a) any Contractor personnel; and (b) any individuals presented to State as potential candidates for roles at State to be filled by this Contract. Further, State shall not permit any of the foregoing individuals to become employed by a third party to service State. | CPS’s employees are its most valuable asset because it invests a lot of time and money into recruiting, on-boarding, and training them to provide world class pharmaceutical services to its clients. Therefore, CPS’s employees are exposed to CPS’s confidential and proprietary information, and they implement its processes that it considers intellectual property. |
| Section 19 (Employment Option) | Delete and replace with the following:    Personnel Responsibility.  Each party is entitled to retain or remove its own personnel in their sole discretion; however, each party is responsible for: (a) the acts and omissions of its personnel; (b) paying all compensation due its personnel; and (c) to the extent its personnel are (or are at any point deemed to be) an employee of such party, such party is responsible for paying all salaries/hourly wages and all employee benefits of such employees including such employer’s contribution of Social Security, Medicare, and other employment taxes, unemployment compensation, worker’s compensation, and group benefit insurance premiums, to be paid to or on behalf of such employees. At any time, however, State has the right to require Contractor to remove from State’s account or engagement any personnel objectionable to State for any lawful reason. | Please see the reasoning for the previous revision.    Additionally, CPS placing its personnel onsite at the State’s facility to work creates the possibility for liability and co-employment issues to arise that CPS wants to prevent. |
| New Section 28 (State and Contractor Provided Systems) | Insert as a new Section 28 and renumber the Sections that follow accordingly.    28. State and Contractor Provided Systems.  A. Contractor Provided Systems. For Contractor Systems that Contractor agrees to provide State access to in a Contract (“Contractor Provided Systems”), Contractor grants State and its personnel a non-exclusive, non-transferable, United States only, limited user, royalty-free (subject only to the fees provided for in the Contractor), revocable license and right to access and use such Contractor Provided Systems during the term of the Contractor, solely in connection with the services provided for in such Contractor. Contractor reserves the right, from time to time, to delete, modify, upgrade and/or replace (with a replacement System) any Contractor Provided Systems. State shall limit use of the Contractor Provided Systems to its personnel who have a need to access such Systems in connection with the services being provided by Contractor. Contractor reserves the right, in its reasonable discretion, to limit access to Contractor Provided Systems, at any time, including the ability to print or download materials which are Contractor’s Confidential Information from Contractor Provided Systems. State agrees to not download Contractor’s Confidential Information from Contractor Provided Systems without Contractor’s prior written permission.  B. State Provided Systems. For each State System that Contractor reasonably needs to use in connection with the services (collectively, the “State Provided Systems”), State hereby grants to Contractor and its personnel, a non-exclusive, worldwide, unlimited user, royalty-free, irrevocable (during the term of this Contract) license and right to access, use and interface with, solely in connection with the services provided for in this Contract.  C. System Maintenance, Repair and Replacement. Each party shall retain responsibility for maintaining, repairing, and replacing its Systems. All Systems found at State’s location(s) at the commencement of services will be deemed to be State Provided Systems and Contractor shall be entitled to use such property.  D. System Ownership and Derivative Works. Unless otherwise expressly set forth in this Contract, all Systems provided by a party to the other party shall remain the property of the party providing such System. Each party agrees that: (a) the party being given access to the other party’s Systems: (i) shall not (and shall not permit its personnel or any third party to) reverse engineer, decompile, or disassemble or otherwise attempt to derive or gain access to the source code such other party’s Systems; (ii) shall not modify, enhance or otherwise change, or create any derivative works of, such other party’s Systems without the prior written permission of such other party; and (b) if such party violates subsection (i) or (ii) of this section (System Ownership and Derivative Works), all rights, title and interest in and to such enhancements and improvements shall vest in solely in the other party. Notwithstanding the foregoing, it shall not be a violation of this section for Contractor to do any of the foregoing in connection with Contractor interconnecting Contractor’s Systems with State’s Systems.  E. Restriction on State’s Use. State shall not, and shall not permit any other person, including its personnel to: (i) copy the services (including any code in the Contractor Provided Systems), except for copies which are automatically made (e.g., browser caches) and which are technically required to use the service(s) as intended herein; (ii) use or distribute the service(s) (including the Contractor Provided Systems,), any Contractor Content, and/or other Contractor Confidential Information to, or for the benefit of: (a) any third party (via links, frames or other means), or (b) any part of the State’s operation other than those for which the applicable services have been purchased under a Contract; (iii) modify, translate, adapt, enhance or otherwise create derivative works of the service(s), CPS Confidential Information (including comparative works); (iv) market, sell, license or sublicense, rent, lease, lend, distribute, publish, or otherwise make available or transfer any portion of the services, Contractor Confidential Information to any third party; (v) recreate or simulate the services or make or have made a service or product using ideas, features, functions or graphics that are based upon or similar to the service(s) (including the Contractor Provided Systems) Contractor Confidential Information; (vi) use the services(s), any Contractor Confidential information to engage in any fraudulent, prohibited, illegal or unethical practices; (vii) share, or transmit, (such as assessment questions, or other clinical content) or other Contractor Confidential Information from the service(s), the Contractor Provided Systems; (viii) use the service(s), Contractor Confidential Information in any manner or for any purpose not expressly permitted by this Contract; (ix) interfere, or attempt to interfere, with the proper functioning of the services (including the Contractor Provided Systems) in any way, (x) introduce into or transmit through the services, Contractor’s Systems, Contractor Confidential Information any malicious code; (xi) remove or alter any digital rights management data, proprietary marks, trademarks, or confidentiality notices that appear on or in connection with the services (including the Contractor Provided Systems), Contractor Confidential Information; (xii) access, use or otherwise export any of the services (including the Contractor System) or Contractor Confidential Information outside the United States of America.  F. Access to Other Party’s Systems. Each party shall be responsible, at its sole cost and expense, for remotely accessing, if permitted under the Contract, the other party’s Systems, including providing all scanners and other Systems necessary for such party’s personnel to access and use the other party’s Systems (as those Systems may be updated, from time to time, by a party during the term), including paying for internet access. Each party shall protect as “Confidential Information” any usernames, passwords and other credentials used by such party’s personnel to access the other party’s Systems (collectively “Access Credentials”). Further, each party shall be solely responsible for any use of the other party’s Systems by individuals using such party’s Access Credentials and who obtained such Access Credentials by or through such party or its personnel’s acts or omissions; provided that each party is responsible for ensuring that appropriate access rights and other security limits are in place to prevent the users of such Systems from improperly accessing and/or disseminating Confidential Information. Each party shall immediately notify the other party of any improper use of its Access Credentials of which it becomes aware.    E. “System” means any hardware, software, electronic data storage system, algorithms, voice or data circuit, telephony system (e.g., an interactive voice response unit), other network components and resources, and all other electronic or information technology systems. The term System includes pharmacy specific equipment, such as automated pill dispensers, etc. | As CPS will be placing its personnel onsite at the State’s facility, CPS personnel will need access to the State’s systems in order to perform the services. Likewise, the State’s personnel who work in the pharmacy might also need access to CPS provided systems. |
| Section 28 (Insurance) A.2. | Delete “and $5,000,000 per occurrence” from A.2 and replace with “and $1,000,000 per occurrence”. | Reduce CPS’s automobile liability insurance to $1,000,000 to align with its current coverage. CPS only owns and operates a single automobile. |
| Section 36 (Ownership of Documents and Materials) | Delete and replace with the following:    A. State IP Rights. Contractor acknowledges that State claims ownership of the State IP. Further, except as expressly otherwise stated in this Contract: (a) this Contract is not a license or assignment of any right, title, or interest in the State IP; (b) Contractor shall not: (i) represent, in any manner, that it has any ownership or other interest in the State IP, or (ii) use or disclose the State IP; except in connection with performing the services, and (c) Contractor’s permitted use of State IP is limited to the term of the Contract for which it was provided or made available and upon termination or expiration of such Contract, Contractor shall promptly cease all use of such State IP.    B. Contractor IP Rights.  i. State Acknowledgement. State acknowledges that Contractor claims ownership of the Contractor IP. Further, except as expressly otherwise stated in this Contract: (a) this Contract is not a license or assignment of any right, title, or interest in the Contract IP; (b) State shall not: (i) represent, in any manner, that it has any ownership or other interest in the Contractor IP, or (ii) use or disclose the Contractor IP except in connection with its receipt of the services; and (c) State’s permitted use of Contractor’s IP is limited to the term of the Contract for which it was provided or made available and upon termination or expiration of such Contract, State shall promptly cease all use of such Contractor IP.  ii. License to State. Subject only to the licenses granted in this Contract, title to Contractor IP and Contractor Confidential Information will not be affected by this Contract and will at all times remain with Contractor or the applicable third-party licensor. To the extent reasonably required to permit State and its personnel to fully and completely use and receive the benefit of the services and deliverables (during the term of the applicable Contract), Contractor hereby grants to State a United States-only, royalty-free (subject only to the fees under this Contract), multi-site, enterprise-wide, irrevocable (except as otherwise provided herein), non-exclusive right and license to copy, access, use all Contractor IP and Contractor Confidential Information incorporated in such deliverable solely in connection with States use of such deliverable in accordance with this Contract, to the same extent as if Contractor were the sole owner thereof, without an obligation to account to Contractor.    C. Ownership.  i. Deliverables. Title to all deliverables will not be affected by this Contract and will at all times remain with Contractor (or Contractor’s licensor). Contractor hereby grants to State during the term of the applicable Contract a United States-only, royalty-free (subject only to the fees under the Contract), multi-site, enterprise-wide, revocable, non-exclusive right and license to copy, access, and use, in each case, solely in connection with the portion of State business for which the applicable services are being provided, all deliverables delivered to State (but only in the form delivered to State).    D. Definitions  i. “IP” means any patents applications, trademarks, service marks, copyrights (and applications for each of the foregoing), tradenames, trade dress, know-how, processes, methods, designs, industrial design rights, mask works, trade secrets, moral rights, inventions and technology (whether or not patentable), Confidential Information and other proprietary information, algorithms, domain names, software, reporting and dashboard formats, data schema and structures, databases and other collections and compilations of data, rights of publicity and privacy, and other intellectual property to which rights are conferred by contract or by any applicable law.  ii. “State IP” means the IP that State owns or licenses, including derivates of the foregoing.  iii. “Contractor IP” means (a) any pre-existing IP (including Contractor provided systems) that Contractor or its Affiliates created, owned or licensed prior to CPS’s retention by State, (b) all deliverables and de-identified non-regulated information (c) any other IP that Contractor or its Affiliates develop without using or referencing State’s IP or State’s Confidential Information, (d) any IP developed by Contractor or its Affiliates in the course of providing services to its/their other clients, and (e) any IP Contractor and its Affiliates license from a third-party. | CPS’s services and process themselves are confidential information that CPS maintains as intellectual property. This is necessary to allow CPS to protect its proprietary information and provide services to other clients as well. |
| Section 23 (HIPAA Compliance) | 23. HIPAA Business Associate Agreement Addenda. State and Contractor agree to the terms of the BAA (included in this Contract as Section 23), which, together with applicable provisions of this Contract and applicable law, will govern the creation, receipt, maintenance, or transmission of PHI by Contractor from or on behalf of State, in connection with the services provided by Contractor under this Contract. For all Contractor personnel based at a State’s location/facility, State is responsible for providing all appropriate training to such personnel regarding compliance with State’s HIPAA/PHI, Personal Information and data/privacy security requirements.  This HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDA (“BAA”) is by and between (for purposes of this Section, “State”), and CPS Solutions, LLC for the purpose of setting forth business associate agreement terms and conditions for Contractor and for each Contractor Affiliate (collectively, “BA”) with respect to “PHI” (as such terms are defined below).    Capitalized terms used but not defined in this BAA shall have the meanings assigned to them under HIPAA (defined below) or the Contract.    Background    BA is in the business of providing pharmacy services to acute care and specialty hospitals and behavioral health facilities and related services. State is a health care provider and is a “Covered Entity” within the meaning of the Privacy Rule (as defined below). In the course of providing pharmacy management services and related products and services, BA may create, receive, maintain, or transmit certain Protected Health Information for or on behalf of State as its “Business Associate” within the meaning of the Privacy Rule.    It is the intent of State and Contractor to comply with the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations as amended from time to time (collectively, “HIPAA”).    1. Definitions    Capitalized terms used herein, but not otherwise defined, in this BAA, shall have the meanings as those terms in HIPAA.     * 1. “Affiliate” means with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with such party.     1.2 “C.F.R.” means the Code of Federal Regulations.    1.3 “Electronic Protected Health Information” or “EPHI” means PHI that is transmitted or maintained in electronic media.    1.4 “Individual” has the same meaning as the ‘term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).    1.5 “PHI” means Protected Health Information that is created, received, maintained, or transmitted by BA from or on behalf of State.    1.6 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.    1.7 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §160.103.    1.8 “Security Rule” means the Standards for Security of Electronic Protected Health Information at 45 C.F.R. §160 and §164, subparts A and C.    1.9 “Unsecured PHI” means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.    2. Obligations and Activities of BA    2.1 Use and Disclosure of PHI. BA agrees not to use and not to further disclose PHI except as permitted or required by this BAA or Required By Law.    2.2 Safeguards and Security Rule Compliance. BA shall use appropriate safeguards to prevent the use or disclosure of PHI except as permitted or required by this BAA. BA shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of EPHI. BA shall comply with the Security Rule.    2.3 Mitigation of Harmful Effect of Violations. BA agrees to take reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this BAA.    2.4 Reporting Non-permitted Disclosures and Uses. BA agrees to report to State any Security Incident of which BA becomes aware; provided, however, that this Section 2.4 shall constitute notice by BA to State of the ongoing occurrence of attempted or unsuccessful Security Incidents that do not result in any unauthorized access, acquisition, use, or disclosure of PHI, for which no further report is required.    2.5 Reporting Breach of Unsecured PHI. Except as provided in 45 C.F.R. §164.412, BA will give State notice of any Breach of Unsecured PHI without unreasonable delay and in no case later than 60 calendar days from the date of the Discovery of the Breach. The notice will include, to the extent possible, known or available, the information required by 45 C.F.R. §§164.410 and 164.404(c).    2.6 Compliance of Agents and Subcontractors. BA shall ensure that any Subcontractor (including any Subcontractor that is an agent under applicable law) that creates, receives, maintains, or transmit PHI enters into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) and contains safeguards, restrictions and conditions that are at least as restrictive as those safeguards, restrictions and conditions that apply to BA under this BAA.    2.7 Access to Designated Record Sets. If BA is required by the Agreement to maintain PHI or EPHI in a Designated Record Set, upon receipt of a reasonable advance written request from State, BA shall provide access to PHI and EPHI in a Designated Record Set to State (except to the extent that the PHI or EPHI held by BA merely duplicates information held by State) and incorporate any amendments of PHI and EPHI in a Designated Record Set as required by 45 C.F.R. §164.524 and 45 C.F.R. §164.526, respectively.    2.8 Accountings. BA shall document any disclosures of PHI by BA and information related to such disclosures as would be required for State to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. BA agrees to provide State information collected in accordance with this Section within 15 days of receipt of a reasonable written request by State in connection with an accounting request from an Individual.    2.9 Government Access to Documents. BA agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of Secretary determining State’s compliance with the Privacy Rule.    2.10 Minimum Necessary. To the extent required by the “minimum necessary” standard of the Privacy Rule, BA shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.    3. Permitted Uses and Disclosures by BA    BA will use and disclose PHI received from State’s as provided in the Contract unless such use or disclosure would constitute a violation of HIPAA if so used or disclosed by State (except as set forth in Sections 4.1, 4.2, and 4.3 of this BAA). To the extent BA carries out any of State’s obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to State in the performance of such obligations.    4. Specific Use and Disclosure Provisions    4.1 BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided that disclosures are Required By Law or that BA obtains reasonable assurances from the third party to whom the information is to be disclosed that the third party will protect the confidentiality of the PHI, only use or further disclose the PHI as Required By Law or for the purpose for which it was disclosed to the third party, and notify BA of any instances of which the third party is aware in which the confidentiality of the PHI has been breached.    4.2 BA may use PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA.    4.3 BA may use PHI to provide Data Aggregation services relating to the Health Care Operations of State as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).    4.4 BA is directed and permitted to de-identify PHI as provided in 45 C.F.R. 164.514(b)(2) and to use such de-identified information to create De-Identified Data. “De-Identified Data” means data that BA receives from or on behalf of State pursuant to the Contract and that: (i) is de-identified as provided in 45 C.F.R. 164.514(b)(2) (directly by BA or indirectly by a third party on behalf of BA); and (ii) does not identify the State or any of State’s customers. State acknowledges and agrees that, as between State and BA, BA shall at all times be the sole and exclusive owner of all rights, title and interests in and to the De-Identified Data. To the extent that ownership of any intellectual property or other right, title or interest in De-Identified Data does not automatically vest in BA, BA irrevocably assigns (and shall cause its personnel and contractors to assign) to BA all right, title and interest held by State with respect thereto, and agrees to execute (and shall cause its personnel and contractors to execute) such documents as BA may reasonably request in order to evidence such assignment and/or BA ownership.    5. Obligations of State    5.1 State has obtained, and will obtain, any consents, authorizations and other permissions necessary or required under HIPAA or other applicable laws for the disclosure of PHI to BA and for the BA to fulfill its obligations under this BAA and the Agreement.    5.2 Except as Required By Law, with BA’s consent or as set forth in this BAA, State shall not include any limitation in the State’s notice of privacy practices that limits BA’s use or disclosure of PHI under this BAA. State shall not agree to any restriction on the use or disclosure of PHI under 45 C.F.R. §164.522 that restricts BA’s use or disclosure of PHI under this BAA unless such restriction is Required By Law or BA provides its written consent, which consent shall not be unreasonably withheld.    5.3 State shall notify and provide BA a copy of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes may affect BA’s use or disclosure of PHI.    5.4 State shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by State (except as set forth in Sections 4.1, 4.2, and 4.3 of this BAA).    5.5 When State discloses PHI to BA, State shall provide the minimum amount of PHI necessary for the accomplishment of BA’s purpose.    6. Term and Termination    6.1 Term. This BAA shall terminate as set forth herein or on the earlier of (1) when all of the PHI is destroyed or returned to State or (2) termination of the Agreement.    6.2 Termination for Cause. Any other provision of the Contract notwithstanding, this BAA may be terminated by either party (the “Non-Breaching Party”) upon 30 days written notice to the other party (the “Breaching Party”) in the event that the Breaching Party materially breaches any provision contained in this BAA in any material respect and such breach is not cured within such 30-day period.    6.3 Effect of Termination. Upon termination of this BAA for any reason, BA shall return or destroy all PHI received from or created or received on behalf State that BA then-presently maintains. In the event that BA determines that returning or destroying such PHI is infeasible, BA shall extend the protections of this BAA to such PHI and limit BA’s further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as BA maintains the PHI.    7. Miscellaneous    7.1 Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.    7.2 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.    7.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to comply with the applicable requirements of HIPAA.    7.4 Nature of Agreement. Nothing in this BAA shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties, or (ii) a relationship of employer and employee between the parties. BA is an independent contractor, not an agent, to State and nothing contained in this BAA shall be intended to expand the scope or nature of the relationship.    7.5 Survival. The rights and obligations of BA under Sections 2.8 (Accountings) and 6.3 (Effect of Termination) of this BAA shall survive the termination of this BAA.    7.6 No Third-Party Beneficiaries. Nothing in this BAA shall be deemed to confer or shall confer on any person or entity other than the parties any rights, remedies, obligations, or liabilities whatsoever.    7.7 Entire Understanding. This BAA contains the entire understanding between the parties with regard to its subject matter and supersedes any prior oral or written BA agreement or contract.    7.8 Limitation of Liability. Notwithstanding any term or condition of the Contract, the total aggregate liability of BA, and their present, former, and future respective shareholders, managers, members, officers, employees, contractors, subcontractors and other representatives (each a “BA Related Party”) in connection with PHI and Protected Health Information related to State that is created, received, maintained or transmitted by a BA contractor, subcontractor or other representative (“Contractor PHI”), including for all liabilities, damages, losses, judgements, sanctions, expenses and costs (“Losses”) arising from or in connection with acts, omissions, uses, disclosures, security incidents, and unauthorized access involving PHI and/or Contractor PHI that occur during or after the term of the Agreement or this BAA, shall not exceed $1,000,000 (the “BA Liability Limit”). State (i) will not bring, initiate, maintain or pursue claims, actions or proceedings for Losses arising out of or in connection with PHI and/or Contractor PHI in excess of the BA Liability Limit, and (ii) will indemnify, defend and hold harmless each BA Related Party from and against, all third party claims for Losses arising out of or in connection with PHI and/or Contractor PHI in excess of the BA Liability Limit.    7.9 Effect. The provisions of this BAA shall control with respect to PHI, Contractor PHI and the terms and provisions of this BAA shall supersede any conflicting or inconsistent terms and provisions of the Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This BAA shall not modify or supersede any other provision of the Contract. | Under HIPAA, the State, as the Covered Entity, and CPS, as the Business Associate, need to have a Business Associate Agreement (“BAA”) in place because CPS will have access to State’s PHI. |
| Section 12 (Confidentiality of State Information) | Change the two current paragraphs in Section 12 to subsections A and B. Add in a subsection C below.    C. “Confidential Information” means a party’s financial data, requests for proposals, project plans, IT strategies, forecasts, operational processes and procedures, business methods, systems (including all documentation, code and specifications), products, processes, inventions, methods, trade secrets, information (including Personal Information and PHI) as to vendors, employees, patients and customers, pricing information, or other confidential data, and such other information that the Receiving Party is aware that the Disclosing Party treats as confidential or proprietary. State’s “Confidential Information” includes State data pursuant to subsection 12 A above that is disclosed to Contractor by the State for the purpose of this Contract.  i. Treatment of Confidential Information. Each party shall treat as confidential and shall not disclose (except as otherwise permitted herein): (a) any Confidential Information that is disclosed by a party (the “Disclosing Party”) to the other party or its personnel (the “Receiving Party”); and (b) any Confidential Information of the Disclosing Party to which the Receiving Party or its Personnel obtain access, whether presented orally or in written, electronic or other form, and whether or not such information is marked “confidential”. This Contract, and any amendment, and each proposal for new or additional services and the discussions of the parties related to each of the foregoing are Confidential Information of Contractor. All Confidential Information shall remain the property of the Disclosing Party.  ii. Personal Information. Personal Information is a subset of Confidential Information. If information is both PHI and Personal Information, the parties shall comply with the requirements herein applicable to both and if they conflict, the more restrictive of the two requirements shall apply. If either party becomes aware of improper access to and/or disclosure of Personal Information of the other party’s personnel, patients, or employees, such party shall promptly notify the other party of such improper access and/or disclosure. The parties agree that Contractor is receiving Personal Information from State as a service provider and for a business purpose in connection therewith. Contractor agrees not to retain, use, or disclose such Personal Information for any purpose other than performing the services. Further, Contractor agrees not to: (a) collect Personal Information on behalf of State except in connection with the foregoing business purpose; nor (b) sell Personal Information received from or on behalf of State. By signing this Contract, Contractor is certifying that Contractor: (x) understands and (y) will comply with the restrictions in this Section.  iv. Exceptions.  (a) General Exceptions. Except for PHI and Personal Information, Confidential Information shall not be subject to the restrictions herein if such information, at the relevant time: (i) is available to the general public through no fault of the Receiving Party, but excluding from the foregoing exception information disclosed pursuant to a data or security breach; (ii) was disclosed to the Receiving Party by a third party who, to the Receiving Party’s knowledge, is not subject to any confidentiality obligation (directly or indirectly) to the Disclosing Party with respect to such information; (iii) is rightfully in the possession of, without obligation of confidentiality, the Receiving Party at the time of disclosure by the Disclosing Party; or (iv) is developed by the Receiving Party independent of the Disclosing Party’s Confidential Information; in each such case, to the extent the foregoing exception is proven by the Receiving Party.  (b) Legal Requirements. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to a valid court order or other legal requirement, or the Receiving Party desires to do so in any dispute between the Parties, the Receiving Party shall (unless in the Disclosing Party’s legal counsel’s opinion it is prohibited from doing so by applicable law): (i) promptly notify the Disclosing Party of the proposed disclosure, and (ii) provide reasonable assistance to, and allow the Disclosing Party to, contest the release of the Confidential Information and/or seek confidential treatment and/or other protection therefor.  (c) Limited Use. Subject only to the licenses or other rights expressly granted in this Contract, the Receiving Party shall take the following actions when it receives Confidential Information: (a) use the Confidential Information only for purposes of performing its obligations and/or exercising its rights under this Contract and as otherwise permitted hereunder; (b) restrict disclosure of the Confidential Information to its personnel with a need to know the Confidential Information in connection with such party performing its obligations and/or exercising its rights under this Contract; (c) advise those representatives of the obligation to not disclose the Confidential Information; (d) copy the Confidential Information only as necessary; and (e) use, and require its personnel to use, the same degree of care as is used with the Receiving Party’s Confidential Information, which degree of care shall in no event be less than reasonable care. | The way CPS provides its services is confidential information in and of itself, therefore, CPS also requests reciprocal confidentiality protections. |

* + 1. **References** - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive three (3) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov). **Attachment H** is due on the date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

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| **Customer 1** |  |
| Legal Name of Company or Governmental Entity | River Park Hospital |
| Company Mailing Address | 1230 Sixth Ave |
| Company City, State, Zip | Huntington, WV 25701 |
| Company Website Address | https://riverparkhospital.net/ |
| Contact Person | Terry Stephens |
| Contact Title | CEO |
| Company Telephone Number | (304) 526-9111 |
| Company Fax Number | N/A |
| Contact E-mail | Terry.stephens@uhsinc.com |
| Industry of Company | Acute inpatient and residential mental health services |
| **Customer 2** |  |
| Legal Name of Company or Governmental Entity | Lakeside Behavioral Health System |
| Company Mailing Address | 2911 Brunswick Road |
| Company City, State, Zip | Memphis, TN 38133 |
| Company Website Address | https://lakesidebhs.com/ |
| Contact Person | Anna Joy Golden |
| Contact Title | CEO/Managing Director |
| Company Telephone Number | (901) 377-4774 |
| Company Fax Number | (901) 373-0987 |
| Contact E-mail | Anna.golden@uhsinc.com |
| Industry of Company | Acute inpatient behavioral health care and addiction treatment hospital |
| **Customer 3** |  |
| Legal Name of Company or Governmental Entity | Springstone Health, LLC |
| Company Mailing Address | 4801 Olympia Park Plaza, Suite 1000 |
| Company City, State, Zip | Louisville, KY |
| Company Website Address | https://springstone.com/ |
| Contact Person | Melissa Patton |
| Contact Title | VP of Nursing |
| Company Telephone Number | (412) 377-2983 |
| Company Fax Number | N/A |
| Contact E-mail | Melissapatton@spsh.com |
| Industry of Company | Behavioral Health Company |

* + 1. **Registration to do Business** – Per RFP 2.3.8,Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

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| CPS Solutions, LLC is registered to do business in the State of Indiana |

* + 1. **Authorizing Document -** Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

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| Frank Segrave, CEO of CPS Solutions, LLC, is legally authorized by the organization to commit our organization contractually. Please see attachment O. |

* + 1. **Diversity Subcontractor Agreements** -

1. Per RFP Section 1.21, Minority & Women’s Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

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| CPS is currently engaged with a certified WBE (RepuCare, Inc.), located within the State of Indiana, to provide a pharmacy technician at Evansville State Hospital. |

1. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

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| Since we are currently using a WBE certified company and have no open staffing positions, we will not be using an MBE or IVOSB subcontractor. |

* + 1. **Evidence of Financial Responsibility** – Removed at the request of the agency.
    2. **General Information** - Each Respondent must enter your company’s general information including contact information.

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| **Business Information** |  |
| Legal Name of Company | CPS Solutions, LLC |
| Contact Name | Michael Cea |
| Contact Title | President, Pharmacy Services |
| Contact E-mail Address | michael.cea@cps.com |
| Company Mailing Address | 655 Metro Place South Suite 450 |
| Company City, State, Zip | Dublin, Ohio 43017 |
| Company Telephone Number | 614-766-0101 |
| Company Fax Number | n/a |
| Company Website Address | CPS.com |
| Federal Tax Identification Number (FTIN) | 95-3810548 |
| Number of Employees (company) | 2,623 |
| Years of Experience | 52 |
| Number of U.S. Offices | 6 |
| Year Indiana Office Established (if applicable) | n/a |
| Parent Company (if applicable) | PPS Holdings, Inc |
| Revenues ($MM, previous year) | $366,197,992 |
| Revenues ($MM, 2 years prior) | $358,681,819 |
| % Of Revenue from Indiana customers | 8.39% |

* 1. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

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| Yes. The on-site pharmacy staff would utilize Evansville State Hospital’s disaster plan(s). In addition, the staff has available the CPS’s disaster plan (a description of the plan is found on Attachment L). The complete CPS disaster recovery plan can be made available upon the contract award. |

* 1. What is your company’s technology and process for securing any State information that is maintained within your company?

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| CPS utilizes a defense in depth approach to security and utilizes multiple tools at various layers to ensure the security of our customer data. We are HITRUST certified. |

* + 1. **Experience Serving State Governments -** Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

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| CPS is proud to have provided exceptional pharmacy services to the State of Indiana for the past 24 years at Evansville State Hospital. In addition to Evansville State Hospital, CPS provides pharmacy management services to psychiatric state-operated facilities at fifteen sites in five states. CPS has managed the pharmacy departments at these facilities for an average of 19 years. In addition, CPS provides Telepharmacy services to two (2) of those facilities. |

* + 1. **Experience Serving Similar Clients -** Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

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| CPS Solutions manages pharmacy operations in over 170 psychiatric facilities, including multiple state-operated psychiatric hospitals. Our pharmacy management program encompasses four key areas: (1) addressing current and future staffing needs, (2) optimizing drug acquisition costs, (3) implementation of clinical programs which enhance patient safety, and (4) continuous regulatory preparedness.  The following examples show the management services and clinical, operational, or cost savings initiatives that have been implemented for similar customers:  Hospital MO-1   * CPS provides pharmacy management services, including operational and clinical support, compliance, and regulatory services. * CPS provides the staffing for the pharmacy department: Director of Pharmacy, Clinical Pharmacy Director, staff pharmacists, and pharmacy technicians. * CPS staff perform the following core functions: Performance Improvement, Formulary Management, Regulatory Preparedness, Inventory Management, Drug Utilization Evaluation, and Educational and Training Programs. * This hospital has Board Certified Psychiatric Pharmacists who are credentialed and privileged using Collaborative Practice Protocols, which result in greater efficiencies for the medical staff. * These clinical pharmacists are active participants in the monthly state-wide pharmacotherapy meetings to improve patient safety and lower medication costs. * Contract Compliance of 100% has significantly lowered costs and improved Shareback credits from the Group Purchasing Organization. * This pharmacy staff continues to emphasize improving glycemic management, which results in improved patient care, lowers costs, and aligns with new CMS standards. * The pharmacy team implemented a medication repackager system to increase nursing service efficiencies, improve medication safety, and lower medication acquisition costs. Experience gained at another CPS-managed facility with the same packager contributed to a smooth, error-free implementation. Implementation of this packager contributed to a nursing satisfaction score of 4.67 out of 5. * This site has a Psychiatric Pharmacy Residency Program. Clinical Pharmacists and a Psychiatric Pharmacy Residency Program Director serve as mentors and co-investigators for pharmacy residents’ research projects, manuscript reviews, and project publications. * Pharmacy technicians are skilled at Medicare Part D adjudication, facilitating Prior Authorizations, and resubmitting claim rejections.   Hospital MO-2   * CPS provides pharmacy management services, including operational and clinical support, compliance, and regulatory services. * CPS provides the staffing for the pharmacy department: Director of pharmacy, Clinical Pharmacy Director, staff pharmacists, and pharmacy technicians. * CPS staff perform the following core functions: Performance Improvement, Formulary Management, Regulatory Preparedness, Inventory Management, Drug Utilization Evaluation, and Educational and Training Programs. * Pharmacy staff includes 6 Board Certified Psychiatric Pharmacists. * The clinical pharmacy team has developed and implemented a clozapine lab monitoring collaborative protocol. * The pharmacy team managed the implementation of a new automated after-hours process with a Touchpoint dispensing system. This new machine has improved the accuracy and safety of medications dispensed with oversight by the pharmacist. * This pharmacy team recently installed a medication repackager system to improve patient safety and decrease medication acquisition costs.   Hospital MO-3   * CPS provides pharmacy management services, including operational and clinical support, compliance, and regulatory services. * CPS provides the staffing for the pharmacy department: Director of Pharmacy, Clinical Pharmacy Director, staff pharmacists, and pharmacy technicians. * CPS staff perform the following core functions: Performance Improvement, Formulary Management, Regulatory Preparedness, Inventory Management, Drug Utilization Evaluation, and Educational and Training Programs. * This hospital has an ASHP-accredited Pharmacy Resident position. The resident spends extensive time participating in multidisciplinary treatment teams, providing patient medication education groups, academic teaching, and serving on committees (Prolonged Exposure Therapy, Clozapine Review Committee, and P&T Committee). * A pharmacy team, led by a Six Sigma green belt clinical pharmacist, implemented a medication repackager system to increase nursing service efficiencies, improve medication safety, and lower medication acquisition costs. Nursing satisfaction was outstanding, with a score of 4.77 out of 5. This program resulted in a 92% decrease in dispensing medication errors and a 20% decrease in medication expenditure. * This hospital has a CPS pharmacy managed fingerstick hematology laboratory. Many clozapine-treated patients refuse venipuncture CBCs. To increase the patient’s willingness to take clozapine, the pharmacy established and currently manages a clozapine hematology laboratory which provides an alternative fingerstick option for clozapine labs. * CPS clinical pharmacy team has implemented a clozapine-induced constipation monitoring protocol. This protocol was developed to reduce patient deaths, colostomies, and other complications resulting from clozapine-induced constipation. * The CPS clinical pharmacy team monitors all patient’s blood sugars with diabetes and patients receiving warfarin weekly. The pharmacy team provides summaries and recommendations to the physician(s). * The pharmacy’s clinical manager developed psychopharmacology eLearning modules on anxiety disorders, schizophrenia, extrapyramidal symptoms, and drug toxicity syndromes.   Hospital MO-4   * CPS provides pharmacy management services, including operational and clinical support, compliance, and regulatory services. * CPS provides the staffing for the pharmacy department: Director of Pharmacy, Clinical Pharmacy Director, staff pharmacists, and pharmacy technicians. * CPS staff perform the following core functions: Performance Improvement, Formulary Management, Regulatory Preparedness, Inventory Management, Drug Utilization Evaluation, and Educational and Training Programs. * The clinical pharmacy team monitors metabolic syndrome to ensure appropriate lipid and diabetes management guidelines are followed. * The clinical pharmacy team revised the Clozapine policy to improve Adverse Drug Reaction identification (myocarditis, bowel protocol, and interruptions in therapy).   The pharmacy team also implemented a COVID infusion clinic to meet their patient’s needs. |

* + 1. **Payment –** REMOVED AT THE AGENCY REQUEST.
    2. **Extending Pricing to Other Governmental Bodies** – REMOVED AT THE AGENCY REQUEST.