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Revised:2-08

AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

CFMS: 677466
DHH: 053787
Agency # 305

Office of Management and Finance

Bureau of Health Services Financing

AND

The University of Louisiana-Monroe, College of Pharmacy

FOR

☐ Personal Services ☐ Professional Services ☒ Consulting Services ☐ Social Services

1) **Contractor (Legal Name If Corporation)** The University of Louisiana-Monroe, College of Pharmacy	5) **Federal Employer Tax ID# or Social Security #** 72600169512 **(Must be 11 Digits)**
2) **Street Address** 700 University	6) **Parish(es) Served** ST
City Monroe **State** LA **Zip Code** 71209-3802	7) **License or Certification #**
3) **Telephone Number** (318) 410-4385	8) Contractor Status Subrecipient: ☐ Yes ☒ No Corporation: ☐ Yes ☒ No For Profit: ☐ Yes ☒ No Publicly Traded: ☐ Yes ☒ No
4) **Mailing Address (if different)**	
City **State** **Zip Code**	8a) **CFDA#(Federal Grant #)**

9) **Brief Description Of Services To Be Provided:**
This contract will provide the Bureau with the coordination of the Louisiana Medicaid Pharmacy Benefits Management (LMPBM) system to provide staff support to the Bureau in the continued development of the Drug Utilization Review (DUR) subsystem and provide the clinical components of the LMPBM, and to develop educational articles for recipients and providers.

The Monitoring Plan shall include review of reports and deliverables submitted by the contractor, specifically reviewing monthly status reports, Disease Management brochures, Provider Update articles, and attendance of meetings involving the Medicaid Pharmaceutical and Therapeutics Committee, Medicaid Pharmacy Advisory Committee, Drug Use Review Board, and the Medical Interdisciplinary Medicine and Pharmacy task Force Committees.

10) **Effective Date** 07-01-2009	11) **Termination Date** 06-30-2012

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount** $15,849,566.00 SFY 10 $4,807,236 SFY 11 $5,430,567 SFY 12 $5,611,763

14) **Terms of Payment**
Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.
Cost Reimbursement Contract in accordance with attached Budget and Terms of Payment ... Attachment III, IV, V and VI (Cost Reimbursement)
Travel will be reimbursed in accordance with PPM 49

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	**First Name** Mary Julia (M. J.)	**Last Name** Terrebonne	
	Title Pharmacy Program Director		**Phone Number** (225) 342-9768

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**
Attachment I (Scope of Work)
Attachment II (Performance Measures/ Monitoring)
Attachment III (Terms of Payment - Special Provisions)
Attachment IV, V, and VI Budget
Attachment VII HIPAA
Attachment VIII EP Plan

Exhibit 1 Multi Year Letter

ATTACHMENT I
Scope of Work

I. **The Contractor, through its College of Pharmacy, agrees to provide qualified and sufficient staff, office space, office equipment, policies and procedures (including HIPAA), appropriate training, and security as outlined in the budget and to the extent allowed in the budget to fulfill the terms of the contract.**

The performance of the following Scope of Work by the contractor is dependent upon the Louisiana Medicaid Fiscal Intermediary continuing to provide access to the Louisiana Medicaid claims data warehouse, as well as software required to satisfactorily perform the following Scope of Work in a timely manner. Required systems include, but are not limited to, applications, software, and support for the Preferred Drug List with Prior Authorization System (RxPA), Louisiana Medicaid Claims Data Warehouse (MARS2ULM), and Lock-in Connectivity System, and others developed as needed.

II. **The Contractor will provide services in the following major areas:**

A. **Disease Management/Pharmacy Care Management/Pharmacy Case Management**

Provide support to the Department of Health and Hospitals in the area of Disease Management/Pharmacy Care Management/Pharmacy Case Management, including, but not limited to:

1. Develop disease management programs to address specific educational needs of Medicaid patients and providers and provide these to the Department for publication according to the schedule determined by the Department and Contractor;
2. Conduct research and develop proposed disease management pilot studies, including seeking extramural funding with the Department's approval;
3. Implement and operate approved disease management/pharmacy care management/pharmacy case management programs for Medicaid recipients and others as requested, including, but not limited to:
    a. Develop criteria and predictive models for identifying at risk recipients for program enrollment,
    b. Enroll recipients through direct contact, community outreach and/or provider referral,
    c. Create and produce educational materials directly supporting disease management/pharmacy care management programs,
    d. Obtain and distribute free educational materials to enrolled beneficiaries,
    e. Where possible, provide disease management to special needs populations,
    f. Develop and maintain web sites for patients and providers,
    g. Track recipient enrollment and outcomes,
    h. Modify and expand programs in order to maximize the effectiveness;
4. Develop criteria to evaluate clinical, economic and humanistic outcomes of the disease management programs, pharmacy care management programs and/or pharmacy case management programs;

5. Evaluate baseline and updated clinical, economic and patient reported outcomes as requested by the Department;
6. Develop pharmacy case management programs for high-volume and high-cost recipients.

B. **Drug Utilization Review (DUR) Subsystem**

1. Provide continued staff support to the Department of Health and Hospitals with its Fiscal Intermediary (FI) in designing, implementing and evaluating the Drug Utilization Review Subsystem (DURS), including, but not limited to:
   a. Serve as a liaison with the state and professional community to solicit input into the DURS program;
   b. Upon request by the Department, develop therapeutic exception criteria for DURS;
   c. Work directly with the State staff and FI in critical decisions regarding the DURS Subsystem including output design;
   a. Serve as consultants in on-going activities of the DUR Board as required in the Omnibus Budget Reconciliation Act of 1990 (OBRA 90);
   f. Work with DHH and the FI to develop new computerized parameters for the Retrospective and Prospective Drug Utilization Review Programs (i.e., Drug/Drug Interactions, Therapeutic Duplication, Duplication of Therapy, Pharmacy/Physician Outliers, etc);
   g. Provide articles for the *Louisiana Medicaid Provider Update*, published bi-monthly, regarding drug therapy and/or utilization of pharmacotherapies and other health services according to the schedule determined by the Department and Contractor.

2. As requested by DHH, provide support for the DUR Lock-In Program through the following:

   a. Upon request by the Department, develop criteria for selecting lock-in recipients through the DUR review;
   b. Upon request from DHH, provide assistance in reviewing profiles for identifying and referring recipients for lock-in;
   c. Provide staff and resources for operation and management of lock-in enrollment and provider selection, coordinating same with FI and DHH, including, but not limited to, the following:
      1) Upon referral, contact recipients regarding lock-in enrollment,
      2) Coordinate provider selection with providers and recipients to be locked-in,
      3) Develop and maintain an electronic system for tracking the lock-in process and coordinating the process with DHH and ULM staff;
   d. Provide disease management/pharmacy case management to lock-in recipients;
   e. Research and pilot alternative models of disease management/pharmacy care management/case management for this at-risk population;
   f. Provide utilization reports and clinical background materials to lock-in providers; and
   g. Provide outcome reports to DHH for the lock-in population.

C. **At the request of the Department, participate in the development, implementation and operation of Pharmacy Prior Authorization Programs including, but not limited to, Preferred Drug List (PDL) Prior Authorization, Prescription Limit Prior Authorization, Drug Prior Authorization, Brand Name Drug Prior Authorization, and Step Therapy Programs, or other pharmacy programs, to include the following activities, unless otherwise directed by the Department:**

1. Provide for staffing and operation of the Prior Authorization Call Center in Monroe, Louisiana, including, but not limited to:

   a. Staff Call Center with Louisiana licensed pharmacists, pharmacy technicians, and/or physicians;
   b. Have the following hours of operation: 8AM to 6PM Monday through Saturday. Major holidays will be observed. Center will not be closed for two consecutive days except when Christmas, New Year's Day or July 4th falls on a Saturday or Monday;
   c. Make all prior authorization decisions based upon the criteria established by the Department. All requests will be resolved within 24 hours of receipt;
   d. Maintain a mechanism for the medical review of denied requests. This will be a consultation with a physician who will establish a final decision within 48 hours of the request;
   e. Participate in the evaluation of the prior authorization programs on overall clinical and economic outcomes as well as outcomes associated with specific therapeutic categories;
   f. Provide for the needed literature resources and expertise to support the authorization decisions.
   g. At the Department's request, provide therapeutic class reviews with the Department staff and/or Department's contractors.
   h. Provide literature resources for therapeutic decisions.

2. Provide for the development of a Preferred Drug List (PDL) at the request of the Department, including, but not limited to:

   a. Provide the Department with clinical and pharmacoeconomic data on drugs to be reviewed for inclusion on the PDL, and
   b. Develop monographs on drugs in specific therapeutic classes which include comparative efficacy, side effects, dosing, prescribing trends, and indications.

3. At the request of the Department, provide for the staffing and operation of other pharmacy programs at the ULM College of Pharmacy, Monroe, Louisiana, including, but not limited to:

   a. Assist the LMPBM Unit and the Department in researching, developing and implementing strategies to optimize pharmacotherapies in the Louisiana Medicaid population, such as:
      1) Identification and stratification of high risk/high volume utilizers,
      2) Development and implementation of outreach programs and interventions designed to improve recipient health status,
      3) Development of monitoring and evaluation programs,

4) Development of programs, therapeutic interventions and educational materials to be presented to prescribers;
5) Development of compliance monitoring programs; or
6) Development of pharmacy prior authorization programs;

b. Where appropriate, develop manuals, guidelines and other materials needed for management and day-to-day operations of programs;
c. Provide evaluation of the impact of pharmacy and other program initiatives on utilization, cost, quality and outcomes;
d. Provide for needed literature resources and expertise to support clinical decisions, contracting with physicians on an "as needed" basis, where appropriate;

D. **Outcomes Research**

1. Provide for staffing and operation of an Outcomes Research Group, including, but not limited to:

a. Participate in the evaluation and impact of the PDL and prior authorization provisions of Act 395 of the 2001 Legislature on overall clinical and economic outcomes as well as outcomes associated with specific therapeutic categories placed on the Preferred Drug List;
b. Provide research to assess the clinical and economic outcomes relative to assessment of prescribing norms with the Medicaid Pharmacy Benefits Management Program as requested by DHH;
c. Conduct research using Medicaid claims data to describe and understand the health care needs and utilization in Louisiana's Medicaid population;
d. Conduct research using Medicaid claims data to examine and improve medication use, quality of care, health-care outcomes, and quality of life for Louisiana's Medicaid population;
e. Participate in meetings and conferences in the State on outcomes research and pharmacoeconomic principles and methods, particularly regarding drug therapy;
f. Assist the Department in researching and developing appropriate interventions to increase the cost-effectiveness of pharmacotherapies. With coordination from the Department, design and implement studies to assess costs, adherence to standards, and outcomes associated with health care alternatives;
g. Participate in activities with the Medicaid Pharmacy Benefits Interdisciplinary Medicine and Pharmacy Task Force Committee;
h. With Department approval at no additional cost, pursue extramural funding for research activities related to all health services utilization that will benefit Louisiana Medicaid recipients as well as all Louisiana citizens;
i. Evaluate the effectiveness and impact of all the clinical components of the LMPBM (Clinical Interventions, Disease Management, Peer-Based Profiling Program, Preferred Drug List, Prior Authorization, etc.) as requested by the Department;

j. Working with various departments within DHH, develop special analyses/reports at the direction of the administration.

k. At the request of the Department and depending on staffing levels, conduct outcomes research designed to evaluate the impact of the Enhanced PCCM and/or Louisiana Health First programs, including limited subgroup analysis. Also includes baseline measurement, benchmark setting, and trend analysis. Expected to begin in Contract Year 2.

E. **HEDIS Measures**

1. Calculate a basic set of HEDIS measures for the Medicaid program and report on a quarterly basis;

2. Prepare web pages reporting HEDIS measures for inclusion in the LMPBM office;

3. Prepare data sets to be uploaded by the FI into application programs, such as the CommunityCARE Quality Profiles application, developed and/or administered by the FI when requested to do so by the Department;

4. Prepare electronic and/or documents enabling Louisiana Medicaid HEDIS measures to be made available to providers, administrators and the general public, reported on an annual basis.

5. When requested by the Department in writing on the specified form, expand by ten the number of HEDIS measures calculated and reported on a quarterly basis. Expected to begin in Contract Year 1, depending on staffing levels.

6. When requested to do so by the Department in writing on the appropriate request form:

   a. Prepare data sets to be uploaded by the FI into the CommunityCARE Quality Profiles application, developed and administered by the FI;

   b. Prepare electronic and/or documents enabling Louisiana Medicaid HEDIS measures to be made available to providers, administrators and the general public, reported on an annual basis.

   c. On an as-needed basis, collaborate with the Department in developing and implementing appropriate methodologies and HEDIS or modified HEDIS measures in support of the PCP performance initiatives. Estimated to begin in Contract Year 1.

F. **Disaster Relief**

1. At the request of the Department at no additional cost, support pharmaceutical care at shelters, health centers, and other locations housing/serving evacuees;

2. Support the administrative activities of the LMPBM unit; and

3. Provide a center of operations, computers, telephones, and administrative support should the main offices of DHH and the LMPBM become non-functional at no additional cost.

G. **Other**

1. Work to develop a presence for the LMBPM, LADUR and educational materials (HEDIS measures, Medicaid Provider Update educational articles, disease management brochures and other research) on the Internet. This will be developed, coordinated and maintained under the direction of the Medicaid Pharmacy Program Director;

2. Develop clinical interventions for provider (Prescriber and Pharmacist) interventions when requested by the Department, draft correspondence regarding clinical interventions for the Department's signature, participate in provider discussions regarding clinical interventions, and prepare summary reports of the proceedings;

3. Assist in the evaluation of the Peer-Based Program;

4. Provide clinical reports/literature reviews on specific drugs, therapeutic classes, and/or disease states at the request of the Department;

5. Work with other contractors on special applications/projects as directed by the Department;

6. Provide drug information services to: LADUR Board, LMPBM staff, DHH, prior authorization and Medicaid providers;

7. Work with the FI on the development and implementation of the PCP Utilization Profiles, providing patient-level detailed emergency room utilization data and analysis of ER utilization by PCP, extent of involvement to be dependent upon budgetary staffing limits and DHH prioritization. Estimated to begin in Contract Year 1.

8. Provide other assistance as requested, within budget and staffing limitations.

9. Contractor and contract monitor shall develop a mutually beneficial process to facilitate the accomplishment of the Scope of Work including submitting and prioritizing DHH requests.

ATTACHMENT II
DESCRIPTION OF REPORTS

I. The Contractor shall prepare and submit to the Department monthly reports summarizing its performance under this contract. These monthly reports, whose format and content will be developed by the Contractor and the Department, shall be submitted electronically and are due by the **TENTH (10TH) WORKING DAY** of the month following the billing period, unless otherwise designated.

II. The Contractor shall submit to the Department reports reflective of the services provided, including, but not limited to:

A. Prior Authorization—Provide monthly as a summary report of call center statistics.

B. Pharmacy Care Management—Quarterly report on the Pharmacy Care Management Programs including enrollment, calls, and other relevant data;

C. Monthly status report as described in Item I outlining status of research, HEDIS, DUR and disease management activities.

D. Monthly status reports should include copies of reports and presentations produced during the report month.

E. An annual report, due by October 1 of the following year, should be produced that broadly covers activities of the previous year.

F. Other reports as requested by the department.

ATTACHMENT III

TERMS OF PAYMENT

A. The maximum amount payable under this contract will not exceed the terms of this contract; July 1, 2009 through June 30, 2012. It is the Department of Health and Hospital's responsibility to monitor the actual performance against the budgeted amounts and to take appropriate actions should such budgeted funds be insufficient.

B. The Agency agrees to pay the Contractor its reasonable operating costs for actual cash disbursement essential to the fulfillment of this contract, provided that reasonable operating cost shall not exceed actual cost for services rendered and provided further that the total costs under this agreement shall not exceed contract amount.

C. The Contractor shall submit an invoice certifying expenditures that are assignable to the cost of the services under this agreement to this Agency by the TENTH (10^{TH}) WORKING DAY of the month following the billing period.

D. All financial and accounting transactions incident to the determination of cost under this contract, must be recorded, classified and summarized in appropriate journals, so as to provide a chronological record of transactions having a common origin. Ledgers of accounts shall be kept to receive and consolidate transaction amounts related to a given classification. Records shall establish independent accounting for the receipt and disbursement of monies derived from this contract. Further, all funds received under this contract shall be maintained in a separate and specifically identifiable account, distinct from all other funds or accounts; The Agency determines that other accounts, transactions, ledgers, deposits and withdrawal slips or other records of whatever kind are necessary for a full and complete audit of the funds paid.