

REQUEST FOR INFORMATION

UNIT DOSE PHARMACEUTICAL SERVICES

PURPOSE

The New Jersey Division of Purchase and Property (Division), on behalf of the New Jersey Department of Human Services (DHS) and the Department of Military and Veterans Affairs (DMAVA) is seeking information to ascertain whether the Scope of Work for the planned procurement of the Unit Dose Pharmaceutical Services (See Exhibit 1) complies with the Patient Protection and Affordable Care Act (Public Law 111-148). The Division also welcomes responses from interested and relevant parties that include suggestions on how the Scope of Work in Exhibit 1 may be improved.

BACKGROUND

DHS & DMAVA will be seeking a Vendor to provide pharmaceuticals, primarily in unit dose, and a system for their distribution, including computerized support, equipment and personnel, to selected State long term care facilities/hospitals. The current contract may be accessed at: http://www.state.nj.us/treasury/purchase/noa/contracts/t0472_03-x-34482.shtml

Under the planned procurement, Unit Dose services may include providing to State facilities/hospitals:

- a) Pharmaceuticals (prescription and non-prescription) in unit dose, non-unit dose, and unit of use drug dosage forms;
- b) A distribution system for selected State long term care facilities as required by federal and State laws, including compliance with DHS and DMAVA departmental regulations and policies;
- c) A computerized support system, including record keeping and reports regarding the dispensing and delivery of all medications;
- d) All equipment, except carts and cassettes for DDD and DMAVA facilities, including, but not limited to, the content and maintenance of emergency boxes, emergency kits, back-up supplies and carts and cassettes in DMHAS except Greystone Park Psychiatric Hospital. The contractor may use State equipment, if available, and if agreed to in advance by the State Contract Manager; and
- e) Personnel required to comply with RFP requirements and all State and federal laws governing pharmacy.

REQUIRED INFORMATION

Vendors replying to this RFQ should list the firm's name, location and experience in the subject area. Provide references and any other information relevant to the services that are the subject of this RFI.

In accordance with the provisions of this Request for Information, you are requested to provide written responses to the following:

1. To what extent, and in what areas, could Exhibit 1 be modified to comply with the Patient Protection and Affordable Care Act?
2. Are there any new or alternative Unit Dose methods, which could help maximize distribution and reduce cost to the State?

PLEASE NOTE

Responders agree that all documents are subject to public disclosure. A responder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1 or the common law Right to Know, when the responder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the responder accordingly. The location in the response of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a responder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire response. In the event of any challenge to the responder's assertion of confidentiality with which the State does not concur, the responder shall be notified and shall be solely responsible for defending its designation.

These proposals shall become the property of the State once submitted.

RFI RESPONSES

Please email responses to Damian Fantini at the following email address:
damian.fantini@treas.state.nj.us

Responses are requested by April 25, 2013.

EXHIBIT 1

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services (DHS) and the Department of Military and Veterans Affairs (DMAVA). The purpose of this RFP is to solicit proposals for one (1) firm to provide pharmaceuticals, primarily in unit dose, and a system for their distribution, including computerized support, equipment and personnel, to selected State long term care facilities/hospitals.

The intent of this RFP is to award a contract to that responsible bidder whose proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

NOTE: Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Electronic Question and Answer period and should also contain the bidder's suggested changes.

1.2 BACKGROUND

This is a reprocurement of the Unit Dose Pharmaceutical Services term contract, due to expire on March 31, 2013. Bidders interested in the current contract specifications and pricing information may review the current contract, T-0472, at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

DHS presently provides pharmacy services to fourteen (14) facilities: seven (7) Division of Developmental Disabilities (DDD) centers, four (4) Division of Mental Health and Addiction Services (DMHAS) psychiatric hospitals, and three (3) DMAVA veteran's homes. These fourteen (14) facilities presently have a combined inpatient (client) population of approximately 4,871 clients.

All pharmacy services for clients at these facilities/hospitals are contracted through competitive bidding. The pharmacy services for DHS and DMAVA are processed for payment by DHS.

The seven (7) DDD facilities and three (3) DMAVA facilities currently use a fourteen/thirty (14/30) day bingo card system. The four (4) psychiatric hospitals (DMHAS) use a twenty-four (24) hour unit dose system.

The following presents the population census and other relevant data for each of the fourteen (14) facilities/hospitals within DHS and DMAVA.

EXHIBIT 1

CENSUS by FACILITY/HOSPITAL

As of January 31, 2013

Census numbers may not be consistent for the term of the contract.

	<u>Census</u>	<u>Nursing Stations</u>	<u>Emergency Kits</u>
<u>Total</u>	<u>4,871</u>	<u>193</u>	<u>224</u>
<u>Division of Developmental Disabilities (DDD)</u>	<u>2,340</u>	<u>105</u>	<u>120</u>
Green Brook Regional Developmental Center	96	2	3
Hunterdon Developmental Center	514	21	18
New Lisbon Developmental Center	385	20	24
North Jersey Developmental Center	345	14	14
Vineland Developmental Center	249	14	18
Woodbine Developmental Center	428	17	17
Woodbridge Developmental Center	323	17	26
<u>Psychiatric Hospitals (DMHAS)</u>	<u>1,160</u>	<u>80</u>	<u>88</u>
Ancora Psychiatric Hospital	481	23	8
Forensic Psychiatric Hospital*	199	10	10
Greystone Park Psychiatric Hospital	524	24	24
Trenton Psychiatric Hospital*	456	13	36
<u>Veterans Homes (DMAVA)</u>	<u>871</u>	<u>18</u>	<u>26</u>
Memorial Home at Menlo Park	278	6	7
Memorial Home at Paramus	314	6	9
Memorial Home at Vineland	279	6	10

* These two (2) hospitals are considered a single unit and require only one (1) dispensing pharmacy.

Addresses of each of the above facilities/hospitals are available in Attachment 1.

	Average Number of Prescriptions per Client per Month
DDD	9.5
DMHAS	10
DMAVA	10.2

Approximate Number of Clients Covered			
Medicaid and no Medicare	Medicaid and Medicare	State-only* and no Medicare	State-only* and Medicare
487	2,197	1,199	1,851

* The State pays for pharmaceuticals that are not covered by Medicare.

For DDD and DMAVA facilities there are federal regulations that mandate these services; for DMHAS hospitals there are federal Joint Commission regulations.

EXHIBIT 1

3.0 SCOPE OF WORK

3.1 OVERVIEW

The contractor shall comply with all State and federal laws governing pharmacy.

The contractor shall provide to those State facilities/hospitals noted in RFP Section 1.2:

- a) Pharmaceuticals (prescription and non-prescription) in unit dose, non-unit dose, and unit of use drug dosage forms;
- b) A distribution system for selected State long term care facilities as required by federal and State laws, including compliance with DHS and DMAVA departmental regulations and policies;
- c) A computerized support system, including record keeping and reports regarding the dispensing and delivery of all medications;
- d) All equipment, except carts and cassettes for DDD and DMAVA facilities, including, but not limited to, the content and maintenance of emergency boxes, emergency kits, back-up supplies and carts and cassettes in DMHAS except Greystone Park Psychiatric Hospital. The contractor may use State equipment, if available, and if agreed to in advance by the State Contract Manager; and
- e) Personnel required to comply with RFP requirements and all State and federal laws governing pharmacy.

3.2 UNIT DOSE DRUG DISTRIBUTION SYSTEM

3.2.1 CRITERIA

Such a system shall meet the following criteria:

- a) Each client in the twenty-four (24) hour unit dose system in DMHAS shall have a medication drawer labeled with the client's name, State identification number, date of birth, and client's room and bed number. This information shall be updated whenever a change in client location occurs – multiple client drawers may be required. DDD and DMAVA facilities shall use a fourteen/thirty (14/30) day bingo card system labeled as required by State and federal law. Fourteen (14) day bingo cards are for solid "brand" drugs and thirty (30) day bingo cards are for generic drugs.;
- b) Each medication shall be individually packaged and labeled with the generic and trade (brand) name, strength, dose, lot number, bar code, expiration date, and manufacturer's name, and each medication shall be ready for administration to the client;
- c) Cautionary statements shall appear on the client's medication administration record (MAR), and the system shall include provisions for noting additional information, including, but not limited to, special times or routes of administration and storage requirements;

EXHIBIT 1

d) Delivery and exchange of client medication drawers shall occur as follows:

- 1) Weekly in DDD and DMAVA facilities (14/30 day bingo cards); and
- 2) Daily in DMHAS hospitals (24 hour unit dose).

3.2.2 TYPES OF REQUIRED UNIT DOSE DISTRIBUTION

All four (4) psychiatric hospitals within DMHAS use a twenty-four (24) hour unit dose drug distribution system. Liquid medications are provided as available from the manufacturers.

All seven (7) developmental centers within DDD and three (3) veteran's homes within DMAVA use a fourteen/thirty (14/30) day bingo card distribution system. Liquid medications are provided as available from the manufacturers.

Selected controlled dangerous substances (CDS) are dispensed as floor stock from the in-house pharmacy department holding an institutional license in veteran homes, psychiatric hospitals and developmental centers in a multi-dose fashion; for example, a bingo card system with a countdown sheet in State facilities.

Nutritional supplements, herbals, or alternative medicine supplements are not part of this contract.

If the contractor finds it necessary to change the dispensing services to comply with the State and federal laws or to require different equipment such as carts, cassettes, bar coding, or computers/data, the contractor shall be responsible for all costs incurred, including the equipment.

3.2.3 CARTS AND CASSETTES

There are two (2) systems:

- 1) A twenty-four (24) hour unit dose system in psychiatric hospitals in DMHAS;
- 2) A fourteen/thirty (14/30) day bingo card system in developmental centers and veteran's homes in DDD and DMAVA.

In the twenty-four (24) hour unit dose system, the contractor shall provide carts and cassettes approved by the State Contract Manager that accommodate the nursing stations or the medication room. There are approximately fifty-five (55) medication carts used in DMHAS hospitals, excluding Greystone Park Psychiatric Hospital, which has its own carts and cassettes.

The contractor shall provide three (3) sets of cassettes per cart that shall be constructed for maximum durability and rigidity to withstand daily use including the transportation from the contractor's pharmacy to the institutional dispensing unit in the twenty-four (24) hour unit dose system in the four (4) DMHAS psychiatric hospitals. The carts and cassettes shall contain security features to prevent access by unauthorized personnel. The contractor shall ensure that each medication cart has a double lock system to store CDSs.

The State owns the carts in DDD and DMAVA hospitals/institutions.

EXHIBIT 1

The State is amenable to replacing carts and cassettes used in all fourteen (14) facilities for twenty-four (24) hour and fourteen/thirty (14/30) day cycles with electronic medication carts and electronic Medication Administration Record (MAR) approach to pharmacy provider services.

3.3 AUDIT AND/OR ACCESS TO RECORDS

- a) The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available upon request to the State, including the Comptroller for audit and review. The contractor shall provide all authorized representatives of the State with full access/audit to all its financial records that pertain to services performed and determination of amounts payable under the contract. This includes access to appropriate individuals with knowledge of financial records and full access to all records pertaining to services performed and determination of amounts payable under the contract, permitting such representatives to examine, audit, and copy such records at the site at which they are located. Such access/audit shall include both announced and unannounced inspections as well as on-site audits;
- b) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and within established procedures and guidelines of the reviewing or audit agency(ies). The right of access/audit clause applies to financial records pertaining to all aspects of the contract;
- c) Should an audit, litigation, or other action involving the records be started before the end of the four (4) year contract period, as may be extended, the records shall be retained until all issues arising out of the action are resolved or until the end of the four (4) year record retention period, whichever is later;
- d) Microfilm copies of any contract related documents may be substituted for the originals with the prior written approval of the auditing authorities, provided that the microfilming procedures are accepted by the auditing authority as reliable and are supported by an adequate retrieval system; and
- e) The contractor shall provide the State Contract Manager with copies of the last thirty (30) day pre-printed physician order sheets. This downloading of data may be requested on a daily basis, but a monthly backup digital video disc (DVD) must be provided by the tenth (10th) calendar day of the following month to the State Contract Manager in a format that is compatible with the DHS Microsoft Word software system.

3.4 BILLING

Three (3) separate payment methods shall be used:

- a) On-system billing;
- b) Off-system billing; and
- c) Third party billing.

For payment, the contractor shall bill third party insurers first and bill the specific State agency thereafter for all remaining charges. All on-system and off-system medications that are billed to the State shall be discounted based on the State Appropriations Handbook, fiscal year 2010-2011, in which reimbursement for the cost is based on the Average Wholesale Price less a

EXHIBIT 1

17.5% volume discount. In subsequent years, it is believed that reimbursement will be based on the State's Maximum Allowable Costs, which are currently being developed.

3.4.1 ON-SYSTEM BILLING

The contractor shall bill and collect for medications to be paid for Medicaid clients. Billing and payment shall be processed through the Medicaid fiscal intermediary, currently Molina, in a format meeting Medicaid's requirements.

For its capitation fee, the State contract manager shall pay for DHS services to DDD, DMHAS, and DMAVA facilities/hospitals on a monthly basis.

For medication, the contractor shall:

- a) Submit drug claims to each Medicare Part D Prescription Drug Plan (PDP) directly for all Medicare eligible clients;
- b) Submit drug claims to each PDP directly for dual eligible clients prior to billing Medicaid for covered wraparound services;
- c) Bill the PDP for all drugs covered by the Medicare Part D Plan;
- d) Obtain approval for all Medicare Part D drugs that require prior authorization, step therapy, quantity limits, or any other formulary edits prior to dispensing;
- e) Submit claims to the State for drugs excluded by Medicare Part D and covered by Medicaid under the wraparound program;
- f) Reimburse based on a formula determined by the DHS, Division of Medical Assistance and Health Services (DMAHS) for claims where the State is the primary payor. Reimbursement shall be based on the lower of the contractor's usual and customary charge or DMAHS' (Medicaid) formula;
- g) Bill each PDP for any and all respite clients who receive care in any DDD facility;
- h) Perform mandatory generic substitution for multi-source brand name drugs for Medicaid clients unless the prescribing physician has received prior authorization for the brand name multi-source drug. For a multi-source brand name drug dispensed instead of an available generic, the prescriber must indicate "Brand Medically Necessary" on the order for each generic drug assigned a federal upper limit (FUL). (Attachment 2 and Attachment 3);
- i) Issue credit for unused drugs that were dispensed to clients, but not yet billed to a third party payor. Record keeping for the applied crediting mechanism shall be consistent with all rules and regulations adopted by the State. (Attachment 4);
- j) Report monthly to the State Contract Manager by facility/hospital the number of clients billed as dual eligible, Medicaid only, or Medicare only;

EXHIBIT 1

- k) Report monthly the first week of the following month to the State Contract Manager the dollar value reimbursed by each PDP for all dual eligible and all Medicare clients by facility/hospital and with the total dollar amount received; and
- l) Bill Medicare Part B for all drugs and durable medical equipment for dual-eligible prior to billing Medicaid for the co-payment/co-insurance. In this case, as in case where Medicare Part D is billed, Medicare Part B is the primary payor and Medicaid should only be billed as a secondary payor.

3.4.2 OFF-SYSTEM BILLING

In DDD, DMHAS, and DMAVA, all off-system billing shall be submitted to the State Contract Manager for approval and processing through DHS. The invoice shall be accompanied by a copy of the transmission sheet with a computer generated label affixed to it for billing purposes, listing the medication order along with a computer printout of each item billed on the invoice with proof of acceptance by an authorized State employee. Off-system billing shall comply with the following:

- a) In DHS and DMAVA, a capitation fee shall be based on clients' eligibility and insurance coverage. Different capitation fees shall be established based on clients' coverage by Medicare and Medicaid as dual eligible and for clients covered by Medicaid and the State only. Therefore, the capitation fee for Medicare/Medicaid covered clients shall be lower because of reimbursement by prescription drug plans. The capitation fee payment for the fourteen (14) DHS facilities is generated and processed by the State Contract Manager for DHS;
- b) Drugs not billed directly to the client "on-system", including non-prescription medications, floor stock, DESI medications, and clinic supplies, shall be billed "off-system";
- c) When a non-Medicaid or non-Medicare Part D eligible client is temporarily placed in a facility/hospital as a respite client, payment shall be the responsibility of the facility/hospital which is to be invoiced directly with a copy submitted to the State Contract Manager for review. The same cost structure shall apply as to Medicaid eligible clients; and
- d) Upon the State Contract Manager's approval, specific stock supplies and non-prescription drugs shall be billed off-system at the contracted discounted rate. All off-system invoices submitted to the State Contract Manager for reimbursement shall be accompanied by the facility/hospital requisition order form and proof of receipt by a staff worker, including copy of a complete label attached to the signed requisition order form.

3.4.3 THIRD PARTY BILLING

For clients who are covered by private third party insurance, the contractor shall first bill the private third party insurance before billing Medicaid. The contractor shall ensure coverage of medication through the primary insurance prior to billing Medicaid.

3.5 RESPONSIBILITY FOR PROPERTY DAMAGE

EXHIBIT 1

- a) When or where any direct or indirect damage or injury is done to State property by or on account of any act of omission, neglect, or misconduct on the part of the contractor in the execution of the work, such property shall be restored by the contractor at its expense to a condition equal to that existing before such damage or injury was done, or it shall make good such damage or injury in such other manner as may be acceptable to the State;
- b) The contractor shall assume full responsibility for equipment used in the execution of the work hereunder and agrees to make no claims against the State for damages to such equipment from any claims whatsoever;
- c) All property of the contractor or its employees or agents brought, kept, used, or left on State premises shall be at the sole risk of the contractor, its employees, or agents, and the contractor shall be responsible for all loss or damage to its equipment and property; and
- d) In the event of damage to State property by the contractor, the State reserves the right to immediately effect both temporary and permanent repairs at the expense of the contractor, and the contractor hereby agrees that in such event the State may deduct the cost of such repairs and related expenses incurred by the State from any monies due the contractor under this contract.

3.6 ACCIDENT REPORTS

The contractor shall:

- a) Immediately report all accidents/incidents or operational failures arising out of or in conjunction with the performance of the work, whether on or adjacent to the State facility/hospital which cause death, personal injury, or property damage, giving full details and statements of witnesses to the State Contract Manager and to the facility/hospital CEO;
- b) Immediately report and follow up in writing all accidents, personal injury, or death that occurred on State property to the State Contract Manager and to the facility/hospital CEO;
- c) Within twenty-four (24) hours of any or all accidents that occurred on State property, submit a written report, including full details and statements of witnesses, to the State Contract Manager and to the CEO of the affected facility/hospital; and
- d) Promptly report in writing by mail, fax, or e-mail within twenty-four (24) hours giving full details of the claim if any claim is made by a third party against the contractor on account of any accident to the State Contract Manager.

3.7 CONTRACTOR PERSONNEL

- a) The contractor's personnel shall be physically able to do their assigned work and shall, to the best of the contractor's knowledge, be free from any communicable disease and/or substance dependence. The contractor shall take all necessary and reasonable steps to ensure compliance;

EXHIBIT 1

- b) The contractor's personnel shall observe all regulations in effect at each facility/hospital. While on State property, the contractor's personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as employees of the State. Wearing a badge required by the facility/hospital shall not be construed to be representation as an employee of the State;
- c) The State Contract Manager may request the contractor to remove from a State facility/hospital any employee who is determined to be incompetent, is prone to excessive tardiness, exhibits excessive absenteeism, is convicted of theft, or for any other reason that is deemed necessary and appropriate for the protection of clients;
- d) The contractor's staff regularly on the grounds of any facility/hospital shall be fingerprinted by an agent of the State. The contractor shall conduct background checks on its staff, review the results of the background checks, and determine that there is no crime or disorderly persons offense involving danger to the persons, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:11-1 et seq., N.J.S. 2C:12-1 et seq., N.J.S. 2C-13-1 et seq., N.J.S. 2C-14-1 et seq., or N.J.S. 2C:15-1 et seq., or against the family, children, or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:24-1 et seq. (Attachment 5). The State Contract Manager retains the right to deny access to any facility/hospital to any of the contractor's personnel whose credentials and experiences do not meet the requirements of the contract;
- e) The contractor shall require its employees to dress professionally at all time while on duty at the facility/hospital;
- f) The contractor shall require its employees to comply with all instructions issued by its respective agency(ies) pertaining to conduct and building regulations including reporting abuse, neglect, mistreatment, and misconduct;
- g) The contractor's drivers assigned to the transportation of products under the requirements of the contract shall have a criminal history check, including fingerprinting and a background check, and possess a valid State driver's license. Documentation of the license shall be provided to the State Contract Manager at contract commencement and also be supplied for each new driver hired during the term of the contract. This service shall be provided at the contractor's expense; and
- h) The contractor shall cooperate with the consultant pharmacist and share information required for monitoring drug therapy, as approved by the State Contract Manager.

3.8 IMPLEMENTATION

The implementation period, which is estimated to comprise up to eight (8) weeks, commences upon contract award when the contractor begins its pharmacy provider services. Reimbursement shall be provided only for facilities receiving fully contracted services. Implementation at each facility/hospital requires the approval of the State Contract Manager before the contractor proceeds to another facility/hospital. The following implementation sequence shall apply:

- a) Veterans homes (DMAVA)

EXHIBIT 1

The three (3) facilities shall be fully converted 1st;

- b) Division of Developmental Disabilities (DDD)

The seven (7) facilities shall be fully converted 2nd; and

- c) Psychiatric hospitals (DMHAS)

The four (4) hospitals shall be fully converted 3rd.

The State Contract Manager has final authority to approve or modify the implementation schedule should the need arise.

In no event will the State make full payments to two (2) contractors for a facility/hospital for the same time period except during the respective week(s) of the implementation period. During week one (1) of implementation, both contractors (the incumbent and the new contract holder) shall be reimbursed for services provided. Reimbursement by the State will be calculated based on the capitation fee per week divided by the number of facilities/hospitals (fourteen (14)), and the contractor that dispenses the medication shall bill for drugs provided. All start-up costs, such as, but not limited to, inventory, personnel, plant, property, and equipment, during the implementation period shall be borne by the contractor.

3.8.1 SCHEDULED PROJECT PROGRESS MEETINGS

- a) The contractor shall meet with the State Contract Manager as requested to review all materials and schedules and to evaluate the status and means of improvement of services required under the contract. The contractor's field supervisor shall communicate with the State Contract Manager regarding any pertinent pharmacy issues that may affect daily pharmacy operations; and
- b) The contractor shall meet with the State Contract Manager and the provider pharmacist as requested to discuss the status and means of improvement of services under the contract.

3.8.2 REPORTS

Written progress reports shall be submitted to the State Contract Manager every week during the first sixty (60) days of the contract.

Subsequent to a successful start-up period, as determined by the State Contract Manager, a monthly report of the project status shall be submitted by the contractor to the State Contract Manager in writing by the tenth (10th) day of the following month. This report shall include, but not be limited to, the following for each facility/hospital:

- a) A narrative outlining any problems encountered and resolved, the method of solution, the work accomplished, and any opportunities for improvement that may exist;
- b) Identification of services required, but not rendered with the reasoning for the failure to meet the schedule, and detailed plans to overcome the problem(s), as well as to preclude its (their) recurrence; and

EXHIBIT 1

- c) A narrative describing all medication discrepancies by facility/hospital.

The State Contract Manager may request additional reports, such as a monthly discrepancy report or a report of monthly utilization of therapeutics by facility/hospital, drug category, drug, or dosage.

3.9 TASKS

3.9.1 WITHIN FACILITIES

The contractor shall:

- a) Provide three (3) DMHAS psychiatric hospitals with medication carts and three (3) sets of cassettes per cart for the twenty-four (24) hour unit dose system in the admission unit. The fourth psychiatric hospital, Greystone Park Psychiatric Hospital, has its own medication carts and cassettes;
- b) Provide DMHAS hospitals with all medications, including liquid anti-psychotic agents as available from the manufacturer, and solid form medications, but excluding nitroglycerin, reconstituted liquid antibiotics, bulk powder, and injectables, in the twenty-four (24) hour unit dose distribution system and update any change in the client's medication regimen;
- c) Provide DMHAS hospitals with appropriate PRN (as needed) injectable psychoactive medications as a floor stock medication with a countdown sheet for accountability and billing at each nursing station;
- d) Provide DDD and DMAVA facilities with liquid medications to be supplied in standard stock size bottles/containers as available from the manufacturer, labeled with amount and strength. All solid "brand" medications shall be dispensed in a fourteen (14) day bingo card system and all generic drugs will be delivered in 30 day bingo cards system;
- e) Deliver as requested fourteen/thirty (14/30) day bingo cards, arrange all bingo cards in alphabetical order by client name at each nursing station, and update any changes in the client's medication regimen;
- f) Provide services and adhere to all regulations and standards for all DHS and DMAVA facilities/hospitals that are or may become legally required for a licensed dispensing pharmacy by State or federal regulatory and advisory agencies including, but not limited to, the State Department of Health, The Joint Commission (formerly the Joint Commission for the Accreditation of Health Care Organizations), Patient Protection and Affordable Care Act (PPACA) and the Centers for Medicare and Medicaid Services (CMS) and the US Department of Veterans Affairs;
- g) Be a member of the Central Pharmacy and Therapeutics (P&T) Committee. The contractor also shall be a member of each facility/hospital P&T and Infectious Disease Committees as well as any other committee deemed appropriate and approved by the State Contract Manager. The contractor shall participate in quality assurance activities when requested by the facility/hospital; and

EXHIBIT 1

- h) Dispense all medications in compliance with the facility/hospital policy regarding medication restriction such as, but not limited to, drug holidays and generics, and in compliance with the current State Drug Utilization Review Board.

3.9.2 PACKAGING

- a) The contractor shall provide packaging such that each unit dose:
 - 1) Meets current Good Manufacturing Practice as required by the federal Food, Drug and Cosmetic Act (FDA) and any applicable law or regulation, whether State or federal;
 - 2) Is individually packaged and hermetically sealed in compliance with the FDA packaging regulations, Good Manufacturing Practices;
- b) All doses in the DMHAS twenty-four (24) hour unit dose distribution system shall be dispensed in each client's drawer. Each client's drawer shall have six (6) compartments: four (4) for medications that may be administered four (4) times a day, one (1) for PRN (as needed) medications, and one (1) for discontinued medications. Each compartment shall be labeled with the time of intended administration in a manner acceptable to the facility;
- c) Each drawer shall have a label on the front listing the client's full name, identification number, and client's room and bed number. This information shall be updated whenever a change in client location occurs. Multiple client drawers may be required;
- d) In all facilities, if two (2) clients with a same or similar last name are in the same unit and have medications stored in the same medication cart, there shall be a differentiation in printing and color tag of the two clients' drawers. The same shall apply to clients with bingo cards;
- e) All doses in the DDD and DMAVA fourteen/thirty (14/30) day bingo card system shall have a prescription label on the front listing the client's full name, identification number, attending physician's name, name of the drug with the strength, and client's cottage and room number. This information shall be updated whenever a change in client location occurs. Multiple client medication fourteen/thirty (14/30) day bingo cards may be required;
- f) All client medications in both systems shall be stored in locked cassettes that fit into the medication carts and/or locked nursing stations. Upon delivery, all cassettes shall be locked by the contractor in medication carts, cabinets, or nursing stations;
- g) The fourteen/thirty (14/30) day bingo card unit dose system shall be delivered weekly to the appropriate nursing units, and all bingo cards shall be arranged in alphabetical order by client's name. Medication changes or updates shall be performed daily; and
- h) The contractor shall provide all fourteen (14) State facilities with selected over-the-counter (OTC) drugs to be used as a floor stock and bill DHS as indicated in RFP Section 3.4.2.

EXHIBIT 1

3.9.3 CONTROLLED DANGEROUS SUBSTANCES (CDS)

The contractor shall ensure that:

- a) Each facility/hospital with an on-site pharmacy, except Green Brook Regional Developmental Center, applies for and maintains an institutional license to permit the facility/hospital to provide CDSs as floor stock;
- b) The on-site pharmacy in DMHAS, DDD and DMAVA facilities provides each nursing station with an appropriate floor stock supply of CDSs with a countdown sheet in descending numerical order for accountability;
- c) The on-site pharmacy maintains the CDS supply; dispenses, monitors, and disposes of unused CDS floor stock; and stores countdown sheets. The on-site pharmacist shall bill clients directly for drugs used from the countdown sheets; and
- d) CDSs that are provided from an on-site pharmacy are delivered to a nurse, who will sign for them and place them in a double locked storage compartment.

3.9.4 AVAILABILITY OF MEDICATIONS

- a) Medication shall be supplied in accordance with DMAHS (Medicaid) policy (Attachment 2 and Attachment 3) and/or Medicare Part D prescription drug plan (PDP) formularies. The contractor shall have drugs available at all times or make every effort to obtain them;
- b) If a drug is not available from the contractor's inventory, the prescriber shall be informed that a delay may occur. The contractor shall make every effort to obtain the drug within twenty-four (24) hours; and
- c) Clients on the Medicare Part D plan may receive an emergency dose for up to six (6) days for unapproved drugs while a physician goes through the prior approval process.

3.9.5 REFILLS

In the twenty-four (24) hour unit dose system the pharmacist will automatically refill all medications unless they were discontinued. In fourteen/thirty (14/30) day bingo card system refills will be done upon request known as "on demand" refills.

3.9.6 CLEANING

The contractor shall regularly clean all carts and cassettes owned by the contractor and forward the cleaning schedule to the State Contract Manager for review and approval.

3.9.7 VERIFICATION OF PRESCRIPTIONS

- a) The contractor shall assure that every medication dispensed is in compliance with the prescriber's orders and is carefully reviewed for labeling information, including drug-specific auxiliary labeling information on the drug package and on the Medication Administration Record (MAR);

EXHIBIT 1

- b) When a generic drug is substituted with a different generic drug from a different manufacturer, the prescribing physician and nursing staff shall be notified of the change via an auxiliary prescription label;
- c) Every client's medication dispensed in both systems shall be verified by bar coding and checked by a registered pharmacist for accuracy before the medication leaves the contractor's distribution center for delivery to a facility/hospital; and
- d) The contractor shall document the name of the pharmacist who verifies the medication before it leaves the contractor's premises. Such documentation shall be available for review by the State Contract Manager.

3.9.8 POLICY AND PROCEDURES MANUAL

The contractor shall prepare and update a pharmacy Policy and Procedure Manual (Manual) for each facility/hospital within ninety (90) days from contract implementation and submit the Manual to the State Contract Manager for approval. After approval, the Manual shall be submitted to each local P&T Committee for further approval. Each Manual shall be revised and updated annually by the contractor and submitted to the local P&T Committee for approval.

3.9.9 PHARMACY OPERATIONS

- a) The contractor shall obtain all necessary pharmacy permits and licenses, including institutional licenses from the Board of Pharmacy, CDS certificates, and DEA permits, for each facility/hospital that has an on-site pharmacy. The Green Brook Regional Developmental Center does not have on-site pharmacy; therefore the contractor shall provide medication and services to meet their pharmacy requirements;
- b) The contractor shall maintain a computerized system for updating all new medication orders or any changes in medication orders. There shall be a minimum of four (4) days of respective inventory of all medications used in each facility/hospital pharmacy department;
- c) All equipment, supplies, and reference material for on-site pharmacies shall be purchased and owned by the contractor; and
- d) The State will provide on-site pharmacy space that is air conditioned, heated, and lighted and that conforms to State Board of Pharmacy regulations. In a facility/hospital without an on-site pharmacy, space will be made available to be used by the contractor.

3.9.10 PHARMACY PERSONNEL

- a) The contractor shall provide the State Contract Manager with a list of supervisory personnel assigned to each facility/hospital. These supervisors shall function as the liaisons between the facilities and the State Contract Manager and be responsible for fulfilling all the requirements of the contract;
- b) The contractor shall employ on-site full-time pharmacists who work thirty-five (35) hours per week. The number of pharmacists per facility/hospital shall be assigned as follows (Green Brook Regional Developmental Center is the exception):

EXHIBIT 1

PHARMACISTS PER WEEK PER FACILITY/HOSPITAL

<u>Division of Developmental Disabilities (DDD)</u>	<u>Pharmacists per Week</u>
Green Brook Regional Developmental Center	(7 hours per month)
Hunterdon Developmental Center	1.5
New Lisbon Developmental Center	1.0
North Jersey Developmental Center	1.0
Vineland Developmental Center	1.0
Woodbine Developmental Center	1.0
Woodbridge Developmental Center	1.0
 <u>Psychiatric Hospitals (DMHAS)</u>	
Ancora Psychiatric Hospital	4.0
Forensic Psychiatric Hospital*	0
Greystone Park Psychiatric Hospital	4.0
Trenton Psychiatric Hospital*	4.5
 <u>Veterans Homes (DMAVA)</u>	
Memorial Home at Menlo Park	1.0
Memorial Home at Paramus	1.0
Memorial Home at Vineland	1.0

*These two (2) hospitals are considered a single unit and require only one (1) dispensing pharmacy.

- c) In DMHAS hospitals, pharmacists shall be on duty between 7 AM and 7 PM Monday through Friday and 8 AM to 2 PM on Saturdays, Sundays, and State holidays;
- d) In DMAVA and DDD facilities, pharmacists shall be on duty between 8 AM and 5 PM Monday through Friday; there are no weekend or State holiday hours with the exception of Green Brook Regional Development Center which requires staffing seven (7) hours per month; and
- e) On weekends and holidays in DDD and DMAVA facilities, a nurse may fax an order and the drugs shall be delivered by the contractor the following day.

3.9.11 TIMESHEETS

- a) The contractor shall ensure that its timekeeping system identifies time in, time out, lunch time, sick time, vacation time, and personal time, and clearly identifies actual hours worked; and
- b) In all DHS and DMAVA facilities/hospitals, each pharmacist shall forward a bi-weekly timesheet to the respective manager, who shall forward by mail all pharmacist time sheets to the State Contract Manager every other Monday.

3.9.12 DISPENSING AND DELIVERY SYSTEM

- a) The contractor shall provide an off-site dispensing system to all facilities/hospitals on a scheduled basis and an on-site system to all DHS and DMAVA facilities/hospitals except Green Brook Regional Developmental Center;
- b) Within the on-site delivery system, the contractor shall dispense medication orders and deliver them via courier daily within all facilities/hospitals at the scheduled times. Order changes and updates shall be provided by the on-site pharmacist with sufficient medication until the next regular exchange;
- c) The contractor shall fill an interim medication order from the on-site pharmacy until arrival of the next scheduled delivery of medication for twenty-four (24) hour unit dose or fourteen/thirty (14/30) day bingo card systems;
- d) Within the off-site system, the contractor shall fill and deliver daily the twenty-four (24) hour unit dose system to DMHAS hospitals and upon request to the fourteen/thirty (14/30) day bingo card system to DDD and DMAVA facilities;
- e) Any medication order not dispensed by on-site pharmacy departments shall be dispensed and delivered the next working day from off-site distribution centers;
- f) In DMHAS hospitals, new orders shall be dispensed by the on-site pharmacy when a physician specifies the order to be “stat”, “now”, or “immediately” on the medication order. In DDD and DMAVA facilities, new orders shall be dispensed from on-site pharmacies and delivered at the scheduled times except in the Green Brook Regional Developmental Center;
- g) In Green Brook Regional Developmental Center, all new orders shall be filled and delivered the next day;
- h) All medication orders in the twenty-four (24) hour unit dose system in DMHAS facilities and fourteen/thirty (14-30) day unit dose bingo cards system in DDD and DMAVA facilities shall be delivered as follows:

DELIVERY SCHEDULE PER FACILITY/HOSPITAL

<u>Division of Developmental Disabilities (DDD)</u>	<u>Day</u>	<u>Time</u>
Green Brook Regional Developmental Center	As requested/required	8 AM – 4 PM
Hunterdon Developmental Center	As requested/required	8 AM – 4 PM
New Lisbon Developmental Center	As requested/required	8 AM – 4 PM
North Jersey Developmental Center	As requested/required	8 AM – 4 PM
Vineland Developmental Center	As requested/required	8 AM – 4 PM
Woodbine Developmental Center	As requested/required	8 AM – 4 PM

EXHIBIT 1

Woodbridge Developmental Center	As requested/required	8 AM – 4 PM
<u>Psychiatric Hospitals (DMHAS)</u>		
Ancora Psychiatric Hospital	Daily	12 AM – 4 AM
Forensic Psychiatric Hospital*	Daily	12 AM – 4 AM
Greystone Park Psychiatric Hospital	Daily	12 AM – 4 AM
Trenton Psychiatric Hospital*	Daily	12 AM – 4 AM
<u>Veterans Homes (DMAVA)</u>		
Memorial Home at Menlo Park	As requested/required	8 AM – 4 PM
Memorial Home at Paramus	As requested/required	8 AM – 4 PM
Memorial Home at Vineland	As requested/required	8 AM – 4 PM

*These two (2) hospitals are considered a single unit and require only one (1) dispensing pharmacy.

- i) All medication orders in the fourteen/thirty (14/30) bingo card unit dose system shall be supplied by the on-site pharmacy until the next central distribution delivery;
- j) Emergency medications shall be dispensed immediately by the on-site pharmacist in both systems except in Green Brook Regional Developmental Center;
- k) All dispensed, but unused unit dose medications in the fourteen/thirty (14/30) day bingo card unit dose system shall be returned to the on-site pharmacy for credit. All medication for the twenty-four (24) hour unit dose system shall remain in the clients' drawers and be returned to the distribution center for credit. The contractor shall supply a monthly statement to the State Contract Manager stating monthly credits issued for returned medications by facility;
- l) In the Green Brook Regional Developmental Center, new orders shall be delivered the following day;
- m) Changes in delivery schedule shall be made only after approval by the State Contract Manager;
- n) The contractor shall notify the Medical Director and Director of Nursing in the event of interruption of delivery, such as, but not limited to, vehicle breakdown or hazardous weather conditions; and
- o) The contractor shall know the location of each of its delivery vehicles at all times.

3.9.13 DISASTER PLAN

The contractor shall submit to each facility/hospital a detailed disaster plan for making deliveries during emergencies, such as, but not limited to, fire, flood, State work stoppages, labor strikes, bankruptcy, or an interruption of service that would potentially disrupt pharmacy services. Copies of the disaster plan shall be submitted to the State Contract Manager, Chief Executive Officer, Medical Director, and safety officers within sixty (60) days of contract award.

3.9.14 LEAVE OF ABSENCE AND VACATION MEDICATION

EXHIBIT 1

- a) The contractor shall dispense leave of absence, trial placement, vacation, or discharge medications in conventional, child-proof prescription containers for those orders received within twenty-four (24) hours prior notice Monday through Friday and forty-eight (48) hours on weekends or State holidays. If there is less than twenty-four (24) hours notice, the facility/hospital shall obtain the medication elsewhere; and
- b) The contractor shall dispense medication for court ordered discharges and emergency leave of absences within one (1) hour of the time the order is received provided that it is received at least one (1) hour prior to the pharmacy's scheduled closing time and the pharmacy has an adequate supply.

3.9.15 BACK UP AND ALTERNATE SUPPLIES

- a) In DDD, DMHAS, and DMAVA facilities/hospitals, the contractor shall provide medication in back-up supply and deliver it to a locked, secured area on weekends, State holidays, and when the pharmacy department is closed;
- b) In DDD, DMHAS, and DMAVA facilities/hospitals, the contractor shall provide sufficient back-up (the most commonly prescribed drugs in each facility/hospital) supplies of unit dose medication when the on-site pharmacy is closed in order to meet the stat (at once emergency orders) and new admission needs of the facility/hospital. Back-up medication shall be billed to the client after being administered. The pharmacy shall replace that back-up medication when it receives proper notification from the nurse;
- c) The pharmacist shall maintain a proper inventory level and ensure that no drug with outdated expiration date is available for dispensing. The pharmacist shall replace medication in the appropriate drawer as a back-up supply. If automated dispensing equipment or other accessible controlled storage is obtained, the onsite pharmacy shall fill and maintain the inventory. Back-up supplies shall be updated weekly or monthly, as appropriate, to maintain adequate supplies at all times. All back-up drugs that are unaccounted for shall be paid for by the respective facility;
- d) The contractor shall make arrangements with a community pharmacy to act as an alternate supplier for emergency drug orders only when an on-site pharmacy is closed. Arrangement for the delivery shall be the responsibility of the individual facility, as coordinated through the contractor. All charges from the alternate community pharmacy shall be billed to the contractor. Phone numbers for the off-site pharmacy shall be on display at the main nursing station for twenty-four (24) hour emergencies for both systems; and
- e) In the Green Brook Regional Developmental Center, the contractor shall provide a back-up of medications of the most commonly prescribed drugs in that facility.

3.9.16 IDENTIFICATION BADGES

The contractor shall provide each on-site pharmacist and support personnel with a sealed, plastic identification badge consisting of a photograph, signature, and the name of the employee and contractor. The badge shall be provided with a means of attachment to visible clothing and shall be worn at all times while on duty at the facility/hospital.

EXHIBIT 1

3.9.17 IN-SERVICE AND CLIENT TRAINING

- a) The contractor shall provide at least six (6) in-services training sessions per, year per facility/hospital, to ensure the nursing staff is fully aware of the detailed operations of the pharmacy system and therapeutics. The topics for each in-services session shall be determined by and approved with the assistance of Medical Director, Director of Nursing, and Nursing Supervisor. In-service training shall be presented to each shift every other month. The State Contract Manager shall be made aware of each training session in advance and may suggest topics and content. Physicians, nurses, and other health professionals may attend. An attendance sheet listing the topic, date, and time for each session shall be forwarded to the Director of Nursing, Medical Director, training office, and the State Contract Manager; and
- b) The contractor shall assist all facilities in providing a client self-medication training program. The contractor shall provide for approved clients, individually labeled bottles of medications in addition to providing daily unit doses in cassettes.

3.9.18 DISCREPANCY AUDIT REPORT

- a) Random sample discrepancy audit reports provided by the consultant pharmacist services provider shall serve as a guide for the State Contract Manager to track trends and deviations of the pharmacy provider;
- b) Unit dose discrepancies attributed to the pharmacy provider from its distribution center shall be corrected by the on-site pharmacist. Unit dose discrepancies shall not exceed 0.1% of all unit dose medications dispensed in both systems. Discrepancy rates above 0.1% shall require a detailed written report by the contractor describing an immediate plan of corrective action. The contractor shall be given the opportunity to discuss any reported discrepancy. If assessed discrepancy rates continue above the accepted range, the contractor may be suspended or terminated and disqualified from future procurement opportunities. The State Contract Manager shall make the initial determination. The contractor may request a hearing before a Review Committee consisting of the State Contract Manager, a Medicaid representative from DMAHS (Medicaid), and an administrative representative from DHS. Any final decision to suspend, terminate, or disqualify the contractor shall be made by the Director pursuant to N.J.A.C. 12.4.1.

Discrepancies shall include, but not be limited to, the following:

- 1) Missing medication;
- 2) New order not filled within twenty-four (24) hours;
- 3) Incorrect medication;
- 4) Incorrect dosage strength;
- 5) Incorrect dosage form;
- 6) Excess medication sent;
- 7) Discontinued medication sent;
- 8) Unusable, mislabeled packages;

EXHIBIT 1

- 9) Wrong location; and
 - 10) Expired medication.
- c) A client discharge or internal transfer without notification to the on-site pharmacy shall not be considered a discrepancy. The discharge and transfer occurrences shall be reported on the monthly discrepancy report, but shall not be used to calculate the discrepancy rate. The pharmacist shall interact with the nursing staff to minimize those discrepancies; and
- d) The contractor shall be responsible for all medication dispensed to the facility. Any findings by a nurse that require correction by an on-site pharmacist shall be considered a discrepancy. The on-site pharmacist shall make all corrections. A copy of the discrepancy form shall be faxed to the provider distribution center daily by the on-site pharmacist. The pharmacist shall provide a monthly medication discrepancy report by the tenth (10th) day of the following month. This monthly report shall be forwarded to the State Contract Manager and presented at all local P&T Committee meetings.

3.9.19 PARENTERAL AND TOPICAL MEDICATIONS

- a) The contractor shall compound and dispense large volume intravenous medications with intravenous additives. All intravenous products shall be billed directly through on-system billing;
- b) The contractor shall provide injectable medications in unit dose systems (e.g., ampoule or Tubex[®]), if available; and
- c) Topical medications shall be provided in unit dose or unit-of-use packaging if available from the manufacturer or distributor. If a unit dose topical medication is not available, it should be dispensed in the original packaging available from the manufacturer in the appropriate size.

3.10 COURIER

The contractor shall provide a courier system on a daily basis and at specified times that assures pickup and delivery of drugs from the on-site pharmacy to the nursing station and medication orders from the nursing station to the on-site pharmacy at least three (3) times a day in DMHAS hospitals and two (2) times a day in DDD and DMAVA facilities.

3.11 NATIONAL REGISTRY

The contractor shall provide an approved Clozaril[®] and/or clozapine distribution system. This shall include the required handling of the National Registry WBC Count reporting form.

3.12 COMPUTER SYSTEM

The contractor shall possess system application software and provide maintenance and upkeep for all computers and related equipment including communications lines required to fulfill contract specifications.

EXHIBIT 1

3.12.1 DATA PROCESSING SYSTEM

- a) The contractor shall supply the State with a form-based, graphical user interface software solution for accessing the client data collected by the provider;
- b) The contractor shall use a software application for entering client data designed to maintain data integrity and consistency. The software application shall use intuitive, selectable data entry objects (tables) rather than allow free text. Entries such as drug names shall be selected; not entered as free text. The International Classification of Diseases (latest version) and Diagnostic and Statistical Manual of Mental Disorders (latest version) codes shall be selected rather than entered as free text;
- c) Software and data shall conform to The National Council for Prescription Drug Programs (NCPDP), Health Level Seven (<http://www.ncdp.org/standards.asp>), and The Health Insurance Portability and Accountability Act (HIPAA) (<http://www.hhs.gov/ocr/hipaa/>) standards;
- d) Data shall be accessible from any location via Internet access. The contractor must grant the State, any individuals or entities acting on behalf of the State (covered under HIPAA), and all others requested by the State live/real time access to the client data via a secure connection (e.g., Virtual Private Network) for querying and exporting the client data;
- e) The contractor shall supply a secured electronic means to access the data. The contractor shall supply complete information on data structures, data relations, and data definitions; and
- f) The contractor shall provide a demonstration of the complete software solution, remote access solution, and the data query and export utilities, if requested. The contractor shall provide training to State personnel in the use of the software provided.

3.12.2 COMMUNICATIONS EQUIPMENT AND BACKUP AND RECOVERY

- a) The contractor's system design shall support adequate terminals or computers and printers at each job site to provide for the demands of the workload;
- b) If remote communications are needed for the operation of the proposed system, an alternate method shall be established for the transmittal of medication orders in the event of a data communications, remote hardware, or central computer failure. The contractor shall provide and maintain a facsimile (fax) machine on its premises. The contractor shall accept orders via fax from all facilities/hospitals on weekends, State holidays, and when the pharmacy is closed;
- c) The contractor shall maintain a backup system file needed to operate the system. The procedure shall ensure that no work is lost in the event of a computer hardware failure or other disruptive cause; and
- d) The contractor shall make monthly backups, compatible with the Microsoft Office system, of files, which are necessary to restore the system to an operational status. The backup file shall be formatted in such a manner as to permit DHS central office to download this information for the most recent thirty (30) day physician order sheets.

EXHIBIT 1

These files shall be sent via DVD to the State Contract Manager during the first week of each new month.

3.12.3 DATA ENTRY

The contractor's on-site personnel shall perform all computer data entry necessary for the proper operation of the system every day of the year. Nurses shall fax medication orders to the central distribution center from the Green Brook Regional Developmental Center facility.

3.12.4 DOCUMENTATION

The contractor shall supply copies of all file layouts including record definitions, sizes, and blocking factors. The contractor shall provide procedures that may be used by facilities to obtain reports, such as utilization of a particular drug, number of prescription drugs, non-prescription medications per client, per day, and any report or download using the data collected by the contractor.

3.12.5 DIRECT BILLING TO DMAHS (MEDICAID)

The contractor shall submit weekly claims for medication costs via computer tapes, disks, or other means in a format (currently NCPDP Version 5.1) acceptable to the Medicaid fiscal intermediary (currently Molina). The contractor shall accommodate pharmacy claim submissions using NCPDP Version 5.1 during the term of this contract.

3.12.6 PREPARATION OF PROJECT FORMS

The contractor shall prepare and provide all forms and printing necessary during the implementation and ongoing operation of the term of the contract. Design (color/format) shall meet the needs of, and be subject to the approval of, the State Contract Manager. Forms provided shall include, but not be limited to:

- a) Physician Order (PO) Sheet (a minimum of the original and three (3) copies);
- b) Medication Administration Record (MAR);
- c) Treatment Administration Record (TAR);
- d) Declining Inventory Form (a.k.a. Count-Down Sheet) for all CDS and PRN (as needed) psychoactive injectable drugs;
- e) Medication Order Sheet for Floor Stock, including non-prescription medications; and
- f) Back-Up Accountability Form (a.k.a. Count-Down Sheet).

3.12.7 STATE COMPUTERIZED PHYSICIAN ORDER ENTRY SYSTEM

DHS is in process of reviewing Electronic Medical Health Records that will be implemented during the course of this contract. The contractor shall interface with the State system(s) with on-site and off-site pharmacies for receiving medication orders, dispensing of medications, and billing purposes.

EXHIBIT 1

3.13 APPLICATION SOFTWARE

3.13.1 SECURITY

The contractor shall design a software system that will prevent any unauthorized individual from accessing application software, system software, or data sets.

3.13.2 SOFTWARE REQUIREMENTS

- a) The contractor shall meet with the State Contract Manager within five (5) working days of the contract award to receive a CD that contains the most recent thirty (30) day list of physician order sheets. This meeting will allow the contractor to review and commence updating client files for its software system.
- b) The contractor shall design and implement a software system that includes, but is not limited to:
 - 1) On-line real time updating of files. The contractor shall access current information from each facility/hospital. The computer system must have ad-hoc reporting capabilities so that on-site personnel can generate reports as needed (e.g., number of clients per facility on a given medication);
 - 2) Client admission and discharge information, client transfers, diet orders, treatment orders, and medication orders. This information must be readily retrievable in each facility/hospital. Discharged client data must be retrievable upon re-admission to the facility/hospital, transferable between facility/hospital, and available upon request by medical, administrative, and nursing personnel. Data shall be available in a format for further analysis by standard database software (e.g., Dbase, Access, Oracle, and Excel);
 - 3) A report generated at each facility/hospital by the on-site pharmacist or a system-wide report upon request such as, but not limited to, identifying the client's drug history by:
 - a) Medication category;
 - b) Dose;
 - c) Medical diagnosis;
 - d) Classes of drugs (*AHFS Drug Information*);
 - e) Mega dosing of specific drugs;
 - f) Injectable drugs;
 - g) Combination of injectable and solid dosage forms;
 - h) Duplicate drug therapy;
 - i) Individual physicians and their prescribing profiles; and
 - j) Polypharmacy;
 - 4) A report generated by:
 - a) Category of drug;
 - b) Utilization of drug;
 - c) Nursing station; and
 - d) Indications for use of a particular drug;

EXHIBIT 1

5) Data elements maintenance for each client for the following:

- a) Client name;
- b) Client identification number;
- c) Gender;
- d) Weight;
- e) Date of birth;
- f) Name of facility;
- g) Cottage or nursing unit;
- h) Third party payment plan;
- i) Medicaid number;
- j) Medicare number;
- k) Name of attending physician;
- l) Current diagnosis(es);
- m) Allergies, adverse drug reactions, food intolerance, etc.; and
- n) Patient location;

6) Warnings and alerts that produce the following:

- a) Alerts the pharmacist of a possible drug interaction or allergy between existing and new medication orders. The pharmacist must acknowledge such problems by entering his/her initials prior to continuing to enter the orders;
 - b) Alerts the pharmacist of a potential duplicate medication order;
 - c) Summarizes listings of patients receiving a specific classification of medication identified by specific therapeutic class;
 - d) Produces a drug interaction report as requested; and
 - e) Provides pertinent drug information (fact sheet) for all clients discharged or on vacation in accordance with State and federal law as requested.
- c) The contractor shall prepare and print the PO consisting of a header and the body of the PO including:

7) The header of the PO shall have the same information as the MAR and TAR and include:

- a) Full official name of facility;
- b) Full name of client;
- c) Date of birth (month/day/year);
- d) Location, including building, wing, or room;
- e) State Medicaid number or Medicare number;
- f) Gender;
- g) Date of admission to facility;
- h) Physician's name, address, and telephone number;
- i) Drug allergies;
- j) Food allergies;
- k) Suspected adverse drug reactions; and
- l) Diagnosis, all inclusive;

8) The body of the PO shall be printed with the following:

EXHIBIT 1

- a) Client coverage, including Medicaid, Medicare, dual eligible, or third party;
 - b) Medications, including capsules, tablets, suspension liquids, otics, ophthalmics, injectables, rectals, vaginals, nasals, oxygen, and gastric tube feedings;
 - c) Treatments;
 - d) PRN (as needed) orders;
 - e) Laboratory orders;
 - f) Diet;
 - g) Comments;
 - h) New, discontinued, or change orders;
 - i) Physician/PA/NP's signature; and
 - j) Print date of the printing of the PO;
- 9) Unless otherwise prescribed, a standardized, pre-printed PO shall be valid for thirty (30), sixty (60), or ninety (90) days as directed in State facilities/hospitals.
- d) The contractor shall prepare and print the MAR and the TAR. Monthly MAR's and TARs are two (2) sided and contain the same client demographic information and header as on the PO. A sample of the MAR and TAR must be approved by the State Contract Manager before use. The contractor shall print on the MAR and TAR the name of the medication (generic for brand), dosage, frequency of administration, duration, route of administration, and all cautionary statement(s);
 - e) Upon request by the State Contract Manager, the contractor shall prepare the following reports, including, but not limited to:
 - 1) Drugs/diagnosis/indication for use;
 - 2) Location (facility, building, unit);
 - 3) Physician/physician assistant/nurse practitioner;
 - 4) Client profiles for the most recent thirty (30) days, sixty (60) days, etc. as directed;
 - 5) Drug-drug Interaction;
 - 6) Drug-food adverse interaction;
 - 7) Age, gender, race;
 - 8) Sub-therapeutic dosing;
 - 9) Polypharmacy;
 - 10) Doses above maximum recommendation;
 - 11) Weekly client list by drug or category as requested;
 - 12) Monthly average number of prescription written by physician per client including non-prescription medications;
 - 13) Drug usage statistics based on doses dispensed, total PRN (as needed) doses dispensed, and total unit dose unused and returned for credit;
 - 14) Immunization report;
 - 15) Historical data-discharge medication;
 - 16) Current range of FDA recommended dosing for psychotropic drugs and dosing above the recommended amount;
 - 17) Summary listing of clients receiving a particular drug or combination of drugs in a requested category;
 - 18) Print-out of PRN (as needed) medication orders by prescriber and client location;
 - 19) Listing by prescriber of selected medications by client;
 - 20) Exceptions report listing clients for whom more than one (1) order for the same category of medication has been ordered;
 - 21) Identification of duplicate therapy;

EXHIBIT 1

- 22) Identification of clients receiving solid tablets and capsules and also receiving liquid antipsychotic medications;
- 23) Utilization reports of CDS drugs; and
- 24) Summary of client admissions, transfers, and discharges.

3.14 GENERIC MEDICATIONS

The contractor shall substitute generic medications for brand medications unless there is prior authorization from Medicaid ([Attachment 2](#) and [Attachment 3](#)) or PDP obtained by the prescribing physician, physician assistant, or nurse practitioner and the authorization is indicated on the PO.

3.15 HIPAA COMPLIANCE

- a) The contractor shall maintain the confidentiality of client information. The contractor shall limit access to beneficiary information to the contractor and its subcontractors. The contractor shall prudently safeguard and protect unauthorized disclosure of the confidential information in its possession;
- b) The contractor shall comply with all federal and State laws and regulations with regard to handling, processing, and using health care data. This includes, but is not limited to, the Federal Health Insurance Portability and Accessibility Act of 1996 (HIPAA) and authorizing regulations. These regulations are evolving and are therefore of a dynamic nature. The contractor must keep abreast of the regulations and reach full compliance within the specified timeframes. Since HIPAA is federal law and its enacting regulations apply to all health care information, the contractor must comply with HIPAA regulations at no cost to the State;
- c) The contractor shall be required to sign a HIPAA Business Associate Agreement within thirty (30) days of contract award. This Agreement sets forth the responsibilities of the contractor as a covered entity with DHS and DMAVA in relationship to protected health information, as this term is defined and regulated by HIPAA, and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the covered entity shall at all times be in compliance with HIPAA and the underlying regulations;
- d) The contractor shall possess internal policies that ensure compliance with federal and State laws and regulations regarding confidentiality. In no event may the contractor provide, grant, allow, or otherwise give access to confidential information to anyone without written permission of the State Contract Manager. The contractor shall assume all liabilities under federal and State law in the event that the information is disclosed in any manner;
- e) Upon the contractor's receipt of any requests for confidential information from any individual, entity, corporation, partnership, or otherwise, the contractor shall notify the State Contract Manager as well as the DHS and DMAVA Privacy Officer within twenty-four (24) hours. The contractor shall ensure that there will be no disclosure of the data except through DHS and/or DMAVA. DHS and DMAVA shall treat such requests in accordance with their respective policies. In cases where the information requested by outside sources is releasable under the Open Public Records Act, as determined by

EXHIBIT 1

DHS and DMAVA, the contractor shall provide support for copying and invoicing such documents at the contractor's expense; and

- f) Any use, sale, or offering of utilization data in any form by the contractor, his/her employees, or assignees shall be considered in violation of this contract and will cause the infraction to be reported to the Attorney General for possible prosecution or other legal action. Violations of such guarantees shall include, but are not limited to, the cancellation of the contract and/or legal action with damages paid to the State.

EXHIBIT 1

Attachment 1

Division of Developmental Disabilities (DDD)

Green Brook Regional Developmental Center
275 Green Brook Road
Green Brook, NJ 08812

Hunterdon Developmental Center
40 Pittstown Road (Route 513)
Clinton, NJ 08809

New Lisbon Developmental Center
Route 72
New Lisbon, NJ 08064

North Jersey Developmental Center
160 Minnisink Road
Totowa, NJ 07511

Vineland Developmental Center (included with Vineland Developmental Center West Campus)
East Campus
1676 East Landis Avenue
Vineland, NJ 08362

Vineland Developmental Center (included with Vineland Developmental Center East Campus)
West Campus
860 Orchard Road
Vineland, NJ

Woodbine Developmental Center
1175 DeHirsch Avenue
Woodbine, NJ 08270

Woodbridge Developmental Center
1277 Rahway Avenue
Woodbridge, NJ 07095

Psychiatric Hospitals (DMHAS)

Ancora Psychiatric Hospital
202 Spring Garden Road
Ancora, NJ 08037

Forensic Psychiatric Hospital (included with Trenton Psychiatric Hospital)
Stuyvesant Avenue
West Trenton, NJ 08628

EXHIBIT 1

Greystone Park Psychiatric Hospital
Central Avenue
Greystone Park, NJ 07950

Trenton Psychiatric Hospital (included with Forensic Psychiatric Hospital)
Sullivan Way
West Trenton, NJ 08628

Veterans Homes (DMAVA)

Memorial Home at Menlo Park
132 Evergreen Road
Edison, NJ 08818

Memorial Home at Paramus
1 Veteran's Drive
Paramus, NJ 07653

Memorial Home at Vineland
524 North West Boulevard
Vineland, NJ 08360

Attachment 2



*Published by the
N.J. Dept. of Human Services,
Div. of Medical Assistance & Health Services
& the N.J. Dept. of Health and Senior Services
Div. of Senior Benefits and Utilization
Management*

NEWSLETTER

Volume 13 No. 49

July 2003

TO: Providers of Pharmaceutical Services - **For Action**
Physicians, Nurse Practitioners, Podiatrists, Dentists, Optometrists
and Health Maintenance Organizations - **For Information Only**

SUBJECT: Mandatory Generic Substitution of Brand-Name Multi-Source Drugs

EFFECTIVE: Pharmacy Claims with service dates on or after July 8, 2003

PURPOSE: To notify providers of fee-for-service (FFS) pharmaceutical services of a change in State policy concerning prescription coverage of brand-name multi-source drugs that may be substituted generically. Prior authorization requested by the prescribing practitioner will be required for a brand-name multi-source drug to be prescribed and/or dispensed to a Work First New Jersey (WFNJ)/General Assistance (GA), NJ FamilyCare/Medicaid, Pharmaceutical Assistance to the Aged and Disabled (PAAD), Senior Gold (SG), and AIDS Drug Distribution Program (ADDP) beneficiary.

BACKGROUND: Current NJFC/Medicaid FFS regulations at N.J.A.C. 10:51-1.20 and N.J.A.C. 10:51-2.17 and PAAD/SG regulations at N.J.A.C. 8:83C-1.19 and N.J.A.C. 8:83E-1.19 require that prescribers indicate authorization for brand-name drug dispensing by initialing the phrase "Do Not Substitute" for non-Maximum Allowable Cost (non-MAC) drugs or writing the phrase "Brand Medically Necessary" for MAC drugs on the prescription. This authorization allows providers of pharmaceutical services to bill the cost of the brand-name multi-source drug to the State for payment consideration.

In accordance with the State Fiscal Year (SFY) 2004 Appropriations Act, the prescribing and dispensing of brand-name multi-source drugs for Work First New Jersey /General Assistance (WFNJ/GA), NJ FamilyCare/Medicaid, Pharmaceutical Assistance to the Aged and Disabled (PAAD), Senior Gold (SG), and AIDS Drug Distribution Program (ADDP) FFS pharmacy claims with service dates on or after July 8, 2003 require prior authorization from the New Jersey Division of Medical Assistance and Health Services (DMAHS) or the New Jersey Department of Health and Senior Services (DHSS).

EXHIBIT 1

ACTION: Effective July 8, 2003, Work First New Jersey /General Assistance (WFNJ/GA), NJ FamilyCare/Medicaid, Pharmaceutical Assistance to the Aged and Disabled (PAAD), Senior Gold (SG), and AIDS Drug Distribution Program (ADDP) FFS payments for brand-name multi-source drugs shall require prior authorization. Implementation of this policy change shall proceed as follows:

1. For claims with service dates on or after July 8, 2003 and prior to September 1, 2003, claims for brand-name multi-source drugs dispensed without prior authorization will not be denied payment. During this period, Error Code 417, "Dispensing Brand Drug Requires PA," shall post to these claims as an informational message only. For this period, First Health will retrospectively contact the prescriber, explain the mandatory generic substitution policy, and discuss the prior authorization necessary for any future refills. On or after September 1, 2003, payments for these claims will be denied without prior authorization.

2. The following rules and conditions shall apply to claims with service dates on or after September 1, 2003 for brand-name multi-source drugs requiring prior authorization:

a) Payments for brand name drugs determined less costly than generic drugs shall not require prior authorization from DMAHS and/or DHHS.

b) This policy change for prescribing/dispensing a brand-name multi-source drug amends N.J.A.C. 10:51-1.20; N.J.A.C. 10:51-2.17, N.J.A.C. 8:83C-1.19 and N.J.A.C. 8:83E-1.19. With the exception of 2(a) above and exceptions listed in (c)2 below, payments for brand-name multi-source drugs for NJFC/Medicaid, WFNJ/GA, PAAD, SG, and ADDP FFS beneficiaries shall require prior authorization.

c) Prior authorization for dispensing the brand-name multi-source drug must be requested by the prescribing practitioner.

EXCEPTIONS:

1) Providers of pharmaceutical services may dispense up to a ten (10) day supply of a brand-name multi-source drug without prior authorization. This exception is intended to allow an opportunity for beneficiaries to discuss the need for a brand-name multi-source drug with their prescribing practitioner and for the practitioner to request prior authorization from First Health Services. It is anticipated that a one-time exception would be necessary for this process to be completed.

EXHIBIT 1

2) The following drugs are exempt from prior authorization for brand-name multi-source drug dispensing:

- Atypical Antipsychotics
- AIDS/HIV Drugs
- Anticonvulsants
- Digoxin
- Warfarin
- Cyclosporin
- Levothyroxine
- Theophylline
- Lithium Carbonate
- Hormone Replacement Therapy

d) Prior authorization for dispensing a brand-name multi-source drug must be requested from the First Health Services Corporation **by the prescribing practitioner**. First Health Services may be contacted at 1-877-888-2939 by the pharmacy to request information concerning the status of a prior authorization request. This information may be requested during normal business hours, which are: Monday from 7 A.M. to 7 P.M.; Tuesday through Friday from 8 A.M. to 7 P.M.; and Saturday from 9 A.M. to 1 P.M.

e) The prescribing practitioner must document the prior authorization number on the prescription or verbalize this number to the pharmacist when providing a telephone prescription.

f) When submitting a claim for a prior authorized brand-name multi-source drug, the pharmacist must report the prior authorization number assigned by First Health Services in the appropriate field in the electronic claim format or paper claim. Claims submitted for brand-name multi-source drugs without prior authorization will be denied payment by Error Code 417.

If you have any questions concerning this Newsletter, please do not hesitate to contact the Chief, Pharmaceutical Services, Division of Medical Assistance and Health Services, at (609) 588-2724, or First Health Services at (877) 888-2939.

**RETAIN THIS NEWSLETTER NUMERICALLY BEHIND THE NEWSLETTER TAB
(BLUE TAB MARKED "5")**

Attachment 3

**State of New Jersey
Department of Human Services
Division of Medical Assistance & Health Services**

Volume 14 No. 2 January 2004

TO: Providers of Pharmaceutical Services - **For Action**
Health Maintenance Organizations - **For Information Only**

SUBJECT: **NCPDP Version 5.1 and Version 1.1 Claim Format Standards**

EFFECTIVE: **Electronic (POS) pharmacy claims with service dates on or after January 21, 2004 and Electronic Medium Claims (EMC) with service dates on or after April 1, 2004**

PURPOSE: To notify providers of pharmaceutical services of the intentions of the New Jersey Division of Medical Assistance and Health Services (DMAHS) to discontinue processing of electronic pharmacy claims submitted to Unisys in the National Council for Prescription Drug Programs (NCPDP) Version 3C, Fixed or Unisys EMC claim formats, also commonly referred as the Unisys proprietary claim formats.

BACKGROUND: The DMAHS has been working to fully implement the national Health Insurance Portability and Accountability Act (HIPAA) standards for pharmacy claims. This standard is the NCPDP Version 5.1 format for electronic (POS) claims and the NCPDP Version 1.1 format for electronic medium claims (EMC) claims. DMAHS has determined that over ninety (90) percent of POS claims processed by Unisys use the NCPDP Version 5.1 claim format. This Newsletter is intended to announce termination dates for accepting pharmacy claims in Unisys proprietary claim formats.

ACTION: **Effective for POS claims with service dates on or after January 21, 2004**, only the NCPDP Version 5.1 claim format will be accepted by Unisys. Submitted POS claims using the Unisys proprietary claim format will be denied payment by the POS claims processing system. **These changes do not apply to hard-copy or paper claims. Effective for EMC with service dates on or after April 1, 2004**, only the NCPDP Version 1.1 claim format will be accepted by Unisys. Submitted EMC using the Unisys EMC format will be denied payment by the State's claims processing system. **Prior to April 1, 2004**, submitters of EMC may continue using the Unisys EMC format.

DMAHS invites EMC submitters to participate in testing of the NCPDP Version 1.1 claim format in preparation for the April 1, 2004 deadline. Interested submitters should contact the DMAHS Office of Information Systems at (609) 588-2450.

If you have any policy questions concerning this Newsletter, please contact the Chief, Pharmaceutical Services, at (609) 588-2724. If you have any technical questions, please contact the Office of Information Systems at (609) 588-2450.

EXHIBIT 1

Attachment 4

See Attachment below

EXHIBIT 1

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S2-26-12
Baltimore, Maryland 21244-1850



Center for Medicaid and State Operations

March 22, 2006

SDM 06-005

Dear State Medicaid Director:

This letter provides guidance concerning State Medicaid responsibility with regard to the redistribution of unused prescription medicines paid for by Medicaid for nursing facility (NF) residents. States must ensure that NFs are properly crediting the Medicaid program for the return of unused prescription medicines upon discontinuance of the prescription or transfer, discharge, or death of a Medicaid beneficiary.

In accordance with section 1903(i)(10) of the Social Security Act as amended by section 6033 of the Deficit Reduction Act of 2005, effective April 1, 2006, FFP is not available to States for the ingredient cost of a covered outpatient drug for which the pharmacy has already received payment (other than with respect to a reasonable restocking fee for such drug).

State Medicaid agencies should have a policy in place to require that unused prescription medicines paid by Medicaid are properly returned and payment credited.

In certain situations, unused drugs may be returned to NF pharmacies and resold by them, provided such returns and resales are consistent with provisions of Federal and State law. Certain States permit pharmacies to resell, reuse, or redistribute certain medications after being dispensed to a NF if the medication has been properly stored, returned unopened, and dispensed in the original packaging. When redistribution is permitted, the NF should adhere to State policy guidelines in place, which should include maintaining documentation of the quantity of medicines dispensed and consumed by the beneficiary, and showing a credit to the State Medicaid Agency when the medication is returned to the pharmacy. The NF and the State may be subject to a financial review to ensure drugs are being returned whenever permitted under State and Federal law, that the Medicaid program receives proper credit, and that no double billing and payment occurs.

States also may have policies in place that limit the amount of drugs a pharmacy can provide to a nursing facility at one given time. Such provisions help to curtail prescription drug waste.

EXHIBIT 1

Page 2-State Medicaid Director

These policies will help ensure that scarce State and Federal resources will better be used to serve the Medicaid population. If you have additional questions, please contact Deirdre Duzor, Director of the Division of Pharmacy at (410) 786-4626.

Sincerely,

/s/

Dennis G. Smith
Director

cc:

CMS Regional Administrators

CMS Associate Regional Administrators
for Medicaid and State Operations

Martha Roherty
Director, Health Policy Unit
American Public Human Services Association

Joy Wilson
Director, Health Committee
National Conference of State Legislatures

Matt Salo
Director of Health Legislation
National Governors Association

Jacalyn Bryan Carden
Director of Policy and Programs
Association of State and Territorial Health Officials

Christie Raniszewski Herrera
Director, Health and Human Services Task Force
American Legislative Exchange Council

Lynne Flynn
Director for Health Policy
Council of State Governments

Attachment 5

N.J.S.A. § 30:4-3.5
Developmental Centers & Psychiatric Hospitals

§ 30:4-3.5. Criminal history record checks

a. A facility shall not employ any individual unless the Commissioner of the Department of Human Services has first determined, consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or in the State Bureau of Identification in the Division of State Police, which would disqualify that individual from being employed at the facility. A criminal history record background check shall be conducted at least once every two years for an individual employed at the facility. An individual shall be disqualified from employment under this act if that individual's criminal history record check reveals a record of conviction of any of the following crimes and offenses:

(1) In New Jersey, any crime or disorderly persons offense:

(a) Involving danger to the person, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:11-1 et seq., N.J.S. 2C:12-1 et seq., N.J.S. 2C:13-1 et seq., N.J.S. 2C:14-1 et seq. or N.J.S. 2C:15-1 et seq.; or

(b) Against the family, children or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:24-1 et seq.; or

(2) In any other state or jurisdiction, of conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in paragraph (1) of this subsection.

b. Notwithstanding the provisions of subsection a. of this section, no individual shall be disqualified from employment under this act on the basis of any conviction disclosed by a criminal history record check performed pursuant to this act if the individual has affirmatively demonstrated to the Commissioner of Human Services clear and convincing evidence of his rehabilitation. In determining whether an individual has affirmatively demonstrated rehabilitation, the following factors shall be considered:

(1) The nature and responsibility of the position which the convicted individual would hold;

(2) The nature and seriousness of the offense;

(3) The circumstances under which the offense occurred;

(4) The date of the offense;

(5) The age of the individual when the offense was committed;

(6) Whether the offense was an isolated or repeated incident;

(7) Any social conditions which may have contributed to the offense; and

EXHIBIT 1

(8) Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received, acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of persons who have had the individual under their supervision.

c. If a prospective employee of a facility refuses to consent to, or cooperate in, the securing of a criminal history record background check, the commissioner shall direct the principal administrator not to consider the person for employment at the facility. The prospective employee shall, however, retain any available right of review by the Merit System Board in the Department of Personnel.

d. If a current employee of a facility refuses to consent to, or cooperate in, the securing of a criminal history record background check, the commissioner shall direct the principal administrator to immediately remove the person from his position at the facility and to terminate the person's employment at the facility. The employee shall, however, retain any available right of review by the Merit System Board in the Department of Personnel.

e. Notwithstanding the provisions of subsection a. of this section to the contrary, a facility may provisionally employ an individual for a period not to exceed six months if that individual's State Bureau of Identification criminal history record background check does not contain any information that would disqualify the individual from employment at the facility and if the individual submits to the commissioner a sworn statement attesting that the individual has not been convicted of any crime or disorderly persons offense as described in this act, pending a determination that no criminal history record background information which would disqualify the individual exists on file in the Federal Bureau of Investigation, Identification Division. An individual who is provisionally employed pursuant to this subsection shall perform his duties at the facility under the direct supervision of a superior who acts in a supervisory capacity over that individual until the determination concerning the federal information is complete.

f. A conviction of a crime or disorderly persons offense against children as set forth in N.J.S.2C:24-4 adversely relates to a position in a facility that involves or would involve working directly with a person under 18 years of age. Individuals convicted of such crimes or disorderly persons offenses are permanently disqualified from such employment at a facility.

L.1988, c.45, s.2; amended 1993, c.1, s.1; 1997, c.71; 2008, c.29, s.87; 2009, c.254, s.1.