**NEW YORK STATE DEPARTMENT OF HEALTH**

A Request for Proposal for

## Office of Health Insurance Programs
## Division of Financial Planning and Policy

RFP No. FAU 0809100808

# NYS Specialty Pharmacy Program

---

Schedule of Key Events

| | |
|---|---|
| RFP Release Date | 12/01/08 |
| Letter of Interest Due (optional) | 12/22/08 |
| Final Date for Submission of Questions | 01/05/09 |
| Response to Written Questions | 01/20/09 |
| Proposal Due Date | 02/09/09 |

**DESIGNATED CONTACTS:**
Pursuant to State Finance Law §§ 139-j and 139-k,the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

Jonathan Mahar
Bureau of Accounts Management
Grants and Procurement Unit, Room 1341
Albany, NY 12231
Fax #: (518) 473-8375
Email:jpm12@health.state.ny.us

**PERMISSABLE SUBJECT MATTER CONTACTS:**
Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

RFP Release Date:
Submission of written proposals or bids:
Submission of Written Questions:

Carol Lindley
Management Specialist III
Division of Financial Planning and Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210
Fax : (518) 473-5508
Phone: (518) 474-9219
Email: nyssp@health.state.ny.us

OR

Wendy Hebert
Medical Assistance Specialist
Division of Financial Planning & Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210
Fax : (518) 473-5508
Phone: (518) 474-9219
Email: nyssp@health.state.ny.us

Debriefings:
Negotiation of Contract Terms after Award:

Carol Lindley
Management Specialist III
Division of Financial Planning and Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210
Fax : (518) 473-5508
Phone: (518) 474-9219
Email: nyssp@health.state.ny.us

OR

Wendy Hebert
Medical Assistance Specialist
Division of Financial Planning & Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210
Fax : (518) 473-5508
Phone: (518) 474-9219
Email: nyssp@health.state.ny.us

**For further information regarding these statutory provisions, see the Lobbying Statute summary in Section F, 11 of this solicitation.**

## TABLE OF CONTENTS

## TABLE OF CONTENTS (CONT)

## TABLE OF CONTENTS (CON'T)

**PAGE**

## A. INTRODUCTION

The New York State Department of Health (NYSDOH) is soliciting proposals from pharmacies to participate in Medicaid's Specialty Pharmacy Program to provide select specialty drugs for Medicaid (MA), Medicaid Managed Care (MMC) and Family Health Plus (FHP) enrollees throughout New York's sixty two (62) counties (see ATT 1., Specialty Pharmacy Definitions). The purpose of the Specialty Pharmacy Program is to reduce specialty drug costs while assuring continued access to specialty drugs.

It is the intent of the Department to enter into three contracts with specialty pharmacies. The contracts are contingent upon approval of the 1915 b waiver by CMS. The selected specialty pharmacies will provide select specialty drugs, including blood products, to both enrollees and health care providers. The selected specialty pharmacy will bill the Medicaid program directly for specialty drugs and therefore must be enrolled in the Medicaid program as a pharmacy provider at the time of implementation. All Medicaid rules apply.

For the purposes of this RFP, the Department defines specialty pharmacy drugs as typically high cost drugs, used to treat acute and chronic conditions. They often require special handling, and can be self-administered in the home or administered by a health care provider in the home or practitioner's office. Specialty drugs are often associated with complex drug regimes and require patient education, monitoring and clinical support. The Specialty Pharmacy Program will also include the provision of specialized services that supports patient compliance, coordination of specialty pharmacy care, and appropriate drug utilization.

The key features of the Specialty Pharmacy Program are as follows:

- Specialty drug costs below Medicaid pharmacy reimbursement
- Direct billing to Medicaid as an enrolled pharmacy provider
- Timely and reliable drug dispensing and delivery system for enrollees and providers
- Clinical support services designed to optimize therapy management, care coordination and patient compliance

## B. BACKGROUND

The NYS Medicaid program is a federal, state and locally funded program that provides a comprehensive package of medical services to over 4 million eligible low-income persons in the State. The Office of Health Insurance Programs (OHIP) within NYSDOH administers the Medicaid program.

In SFY 2006-07, New York's Medicaid Program spent over $3 billion net of rebates for drugs dispensed by pharmacies and drugs administered in physician offices on a fee for service basis. Of this, the NYS Medicaid program paid over $298 million in specialty pharmacy drugs for more than 31,000 enrollees using specialty pharmacy drugs. Additional utilization statistics can be found in Attachment 2.

At the time the contract is awarded, the Medicaid program will cover prescription drugs dispensed by pharmacies on a fee-for-service basis for most Medicaid enrollees including Medicaid fee for service (FFS), Medicaid managed care (MMC) and Family Health Plus (FHP) enrollees.

For purposes of this contract, the Specialty Pharmacy Program will also include specialty drugs administered to Medicaid fee-for-service enrollees by Medicaid enrolled physicians, nurse practitioners, and nurse mid-wives in their offices.

## 1. Medicaid Pharmacy Management Programs

The Medicaid program uses a number of pharmacy management programs to help ensure appropriate and cost-effective utilization of prescription drugs.

### a) Utilization Management

**1) Mandatory Generic Drug Program:** With the exception of drugs subject to the Preferred Drug Program, NY's Medicaid program excludes coverage of brand-name drugs when the Federal Food and Drug Administration (FDA) have approved a generic product, unless a prior authorization (PA) is received. More information can be found at https://newyork.fhsc.com/

**2) Preferred Drug Program:** The Medicaid Preferred Drug Program (PDP) promotes the use of less expensive, equally effective prescription drugs when medically appropriate. The DOH has contracted with First Health Services Corporation to assist with management of the PDP and collection of supplemental rebates.

All drugs currently covered by Medicaid remain available under the PDP and the determination of preferred and non-preferred drugs does not prohibit a prescriber from obtaining any of the medications covered under Medicaid. Providers must obtain prior authorization for their patients to receive non-preferred drugs. Four classes of drugs, Atypical anti-psychotics, anti-depressants, anti-rejection drugs used for the treatment of organ and tissue transplants and anti-retroviral drugs used in the treatment of HIV/AIDS, are excluded by State statute from the Preferred Drug Program.

The scope of therapeutic classes of drugs subject to the Preferred Drug List (PDL) includes some of the drugs listed in Attachment 2a, Specialty Pharmacy Drug List. The most recent version of the PDL, which lists the therapeutic classes of drugs included on the PDL and the drugs in the classes that are preferred and non-preferred, is available at: https://newyork.fhsc.com/downloads/providers/NYRx_PDP_PDL.pdf, or by calling 1-877-309-9493.

More information on the PDP can be found at https://newyork.fhsc.com/

**3) Clinical Drug Review Program (CDRP):** The CDRP utilizes prior authorization to ensure specific medications are used in a medically appropriate manner. This program is designed to address safety issues, public health concerns, the potential for fraud and abuse, or significant overuse and misuse.

Request for a PA of these drugs must meet specific clinical criteria and written documentation may be required. More information can be found at https://newyork.fhsc.com/

**4) Utilization Thresholds:** Medicaid pays for a limited number of certain medical and pharmacy services per benefit year unless additional services have been approved. Providers may seek an exception for individuals and gain approval for additional health services during the enrollee's benefit year. The current threshold is 40; however, the utilization review program is currently being revised to establish patient specific limits based on diagnosis and severity of illness.

**b) Drug Utilization Review (DUR)**

The Department has a fully operational DUR program which includes the following:

1) **Prospective Drug Utilization Review (ProDUR):** The ProDUR program provides an alert to the pharmacist regarding a patient's drug therapy at the point of sale (POS) before a prescription is dispensed. The review compares the new claim to a patient's ninety (90) day claim history, and alerts the pharmacist to potential therapeutic duplication, drug-disease contraindications, drug-drug interactions, incorrect drug dosage or clinical abuse/misuse at the POS.

2) **Retrospective Drug Utilization Review (RetroDUR):** The RetroDUR program educates physicians by targeting prescribing and utilization patterns that may need improvement. Patients' claims history is reviewed to determine if the patient has received inappropriate therapy. Physicians and/or pharmacists are alerted to potential drug therapy problems among their patients, such as therapeutic duplication, drug-disease contraindications, incorrect drug dosage or duration, drug-induced illness, or clinical abuse/misuse.

**c) Recipient Restriction Program (RRP)**

Selected Enrollees with demonstrated pattern of over utilization of MA services must receive their medical care from a designated primary provider. Currently, approximately 4,000 recipients are restricted to primary providers.

**d) Drug Manufacturer Rebates**

Drug manufacturers are required to enter into a rebate agreement with the Centers for Medicare and Medicaid Services (CMS) for their drugs to be reimbursed in the Medicaid Program. Manufacturers that do not sign an agreement with CMS are not eligible for federal Medicaid coverage of their products. Manufacturers are invoiced quarterly by DOH based on the number of units reimbursed by NYS Medicaid for each product type.

**e) State Medicaid Pharmacy Program Responsibilities**

Within the DOH Office of Health Insurance Programs, the Medicaid Pharmacy Program is responsible for developing, monitoring, and managing the Medicaid pharmacy benefit including establishing policies, setting operational guidelines, and overseeing the provision of Medicaid pharmaceutical services. Responsibility for the Specialty Pharmacy Program, including implementation, operation, and contract management will reside with the Medicaid Pharmacy Program. State responsibilities under the contract are provided in Section C.5.b) of this RFP.

**2. Fiscal Agent Responsibilities**:

The DOH has a current contract with Computer Science Corp. (CSC) to provide fiscal agent services for Medicaid. CSC designs, operates and maintains the Medicaid Management Information System (MMIS) requirements. CSC performs claims processing and payment, and related support functions, with the eMedNY system. eMedNY is NYS' Medicaid on-line adjudication system. More information can be found at www.eMedNY.org.

**3. Medicaid Pharmacy Reimbursement**

Medicaid pharmacy reimbursement for prescription drugs is established in Section 367-a of NYS Social Services Law. Effective July 1, 2008, reimbursement for brand name drugs is Average Wholesale Price (AWP) minus16.25%. Also effective July 1, 2008, reimbursement for generic drugs is the lower of AWP minus 25% or FUL or SMAC or Usual and Customary.

Pharmacy reimbursement for blood factor products under the New York State Medicaid program currently utilizes a New York State established maximum allowable cost. See attachment 5 for detailed reimbursement methodology.

The DOH pays a $3.50 pharmacy dispensing fee for brand name drugs and $4.50 pharmacy dispensing fee for generic drugs.

**4. Enrollee Co-payments**

The New York State Medicaid program charges an enrollee co-payment for most drugs and medical supply items when dispensed from a pharmacy. Co-payment policy, (including a description of those enrollees who are exempt from co payments) and amounts can be found in Attachment 4

**5. Amount and Duration of Pharmacy Benefit**

The Medicaid program provides coverage for an original prescription and multiple refills. Multiple refills cannot exceed six (6) months from the date the original prescription is written or five (5) refills, whichever comes first. Quantity limits usually consist of a 30 day supply, unless otherwise specified by the Medicaid program.

**6. Medicaid Volume, Utilization, and Expenditures**

SFY 2006-07, the NYS Medicaid program paid over $298 million in specialty pharmacy drugs. Additional Medicaid volume, utilization and expenditure information can be found in attachment 2.

## C. DETAILED SPECIFICATIONS

**1. Objectives**

Through this RFP, the DOH is authorized to enter into contracts with specialty pharmacies to implement and operate the Specialty Pharmacy Program for New York's Medicaid enrollees and health care providers currently billing Medicaid on a fee-for-service basis. The goal of the Specialty Pharmacy Program is to reduce specialty drug costs while assuring continued access to specialty drugs.

The objective of the program is to contract with three specialty pharmacies that can provide the following:

- Specialty drug costs below Medicaid pharmacy reimbursement
- Direct billing to Medicaid as an enrolled Medicaid pharmacy
- Timely and reliable drug dispensing and delivery to enrollees and providers
- Clinical support services designed to optimize therapy management, care coordination and patient compliance

**a) Nature and Scope of Project**

Through this RFP, DOH intends to contract with three specialty pharmacies that have at least 5 years experience in the distribution of specialty pharmacy drugs to enrollees and health care providers. Specialty drugs are generally high cost and are associated with complex drug regimes. They include but are not limited to: injectable, infusible, and environmentally sensitive drugs that require special handling. They may be self administered by the patient or administered in a physician's office or at home by a health care provider. They frequently require patient education, monitoring and clinical support.

The specific drugs that are included in the scope of the RFP are listed in Attachment 2a. DOH expects that this list will be modified over time as the program is implemented and new specialty drugs become available.

Potential bidders must meet the requirements to enroll as a NYS Medicaid pharmacy provider. All Medicaid rules for participation apply to the successful bidder. Medicaid rules, policies governing pharmacy services, and information on Medicaid pharmacy enrollment can be found at www.eMedNY.org

**Pharmacy**
The contracted specialty pharmacies selected as a result of this RFP will be the preferred source of select specialty drugs for FFS, MMC and FHP enrollees unless the enrollee meets program exclusion as stated below. Medicaid FFS, MMC and FHP enrollees will be required to receive pharmacy specialty drugs through the selected specialty pharmacy

**Physician Administered Drugs**
Physicians, nurse practitioners and nurse midwives participating in the Medicaid fee-for-service program will be given the option of obtaining prescription specialty drugs through the Specialty Pharmacy Program for their patients enrolled in the Medicaid fee-for-service program. Prescribers who currently bill Medicaid directly for drugs administered to FFS enrollees will have the option of continuing to procure drugs on their own and bill them directly to Medicaid as they do currently. However, the DOH will promote the option of choosing to participate in the Specialty Pharmacy Program. Information about physician, nurse practitioner and midwife participation in the Specialty Pharmacy Program is provided in Attachment 3.

For MMC and FHP enrollees, physician administered specialty pharmacy drugs are the responsibility of the enrollee's health plan and will not be included in the Specialty Pharmacy Program.

**b) Specialty Pharmacy Program Exclusions**

- Enrollees with Third Party Insurance Coverage If the enrollee has other public or private third party coverage that is the primary source of payment for pharmacy services, the enrollee will not be required to receive the specialty drugs through the selected pharmacy.

- Medicare Coverage Enrollees that are eligible for both Medicaid and Medicare are considered "dual eligibles". These enrollees receive primary prescription drug coverage under Medicare Part B and Part D and are excluded from the Specialty Pharmacy Program.

- 340B Program Drugs that are billed through the 340B program are excluded from the Specialty Pharmacy Program.

- Drugs administered by ordered ambulatory providers, clinics and hospital outpatient departments are excluded from the Specialty Pharmacy Program.

- Covered ancillary supplies, equipment, and nursing services are provided and billed on a fee-for-service basis by Medicaid enrolled providers and are not part of the specialty pharmacy contract.

**c) Specialty Pharmacy Reimbursement**

The objective of the Specialty Pharmacy Program is to reduce the cost of specialty drugs paid by Medicaid. Therefore, all bid proposals for each specialty pharmacy drug product (listed in attachment 2a) shall be below the legislated NYS Medicaid reimbursement. The Medicaid program will continue to pay the contracted specialty pharmacy the Medicaid

dispensing fee established in State law as amended from time to time.

The bidder shall base the proposed contract price for the drug component on Average Wholesale Price (AWP) and shall provide a fixed percentage reduction from AWP for each drug within the therapeutic class of drugs covered under the scope of this RFP and as listed in Attachment 2a.

The selected pharmacy shall utilize First Data Bank as the source of AWP information for purposes of calculating ingredient cost. The DOH reserves the right to change the source of AWP information during the term of the contract.

If DOH, in its sole discretion, determines during the term of the Agreement resulting from this RFP that industry events have caused the source of AWP to become inflated against new industry proven standards, obsolete, or unavailable, the selected pharmacy agrees to negotiate revised pricing terms ensuring that the actual costs for drugs in no event increase as the result of the new pricing terms. The selected pharmacy shall notify DOH in writing as soon as any information indicating a problem with the future use of the AWP source is received. Within two weeks of the initial notification, the selected pharmacy agrees to submit a detailed proposal for effectively revising pricing terms including but not limited to a file containing the selected pharmacy's pricing utilizing the current AWP source and the selected pharmacy's proposed revised pricing for all drugs dispensed to enrollees during the prior six months. The selected pharmacy's proposal should ensure continued alignment of the selected pharmacy's interests with those of the specialty pharmacy program. DOH, in its sole discretion, may accept or reject the proposal, request a modified proposal, or choose to continue utilizing the pricing provisions set forth in the Agreement resulting from this RFP.

The DOH reserves the right to modify the list of specialty drugs. In the event the NYS Medicaid methodology of reimbursement falls below or equal to the selected pharmacy's awarded price, a new drug is added to the specialty pharmacy drug list, fluctuation in the market, or significant change in utilization, DOH reserves the right to negotiate a lower price with the selected pharmacy. The DOH, in its sole discretion, may accept or reject the proposed price, request a modified proposed price, or choose to remove the drug from the specialty pharmacy drug list.

The selected pharmacy will be required to submit claims for pharmacy specialty drugs using the 11 digit National Drug Code (NDC) and National Council for Prescription Drug Program (NCPDP) format used at the time of submission by the Medicaid program. Claims must be submitted through the eMedNY online claims adjudication system.

**2. General Requirements**

- The selected pharmacy must be licensed as a New York State pharmacy and wholesaler. (http://www.op.nysed.gov/pharm.htm)

- The selected pharmacy must be enrolled or eligible for enrollment, in the NYS MA program as a pharmacy provider and agree to comply with all NYS MA program requirements. (http://www.emedny.org/info/ProviderEnrollment/index.html)

- The selected pharmacy must have current accreditation as a Specialty Pharmacy from the Joint Commission on Accreditation of Healthcare Organization (JCAHO), or the Accreditation Commission for Health Care (ACHC). Such accreditation must be maintained throughout the course of the contract.

- The selected pharmacy must comply with all applicable federal and state statutes,

regulations, and policies.

- The selected pharmacy is required to supply all specialty drugs listed in Attachment 2a.

**3. Tasks**

The following are tasks the selected pharmacy is required to accomplish through the specialty pharmacy contract:

- Maintain Inventory of specialty pharmacy drugs
- Coordinate the provisions of ancillary supplies, equipment and nursing services
- Operate a Call Center
- Implement and Operate a Specialty Pharmacy Dispensing and Delivery System
- Implement and Operate a Clinical Support System
- Respond to Inquiries and Complaints
- Staffing Requirements
- Policies and Procedures
- Communications
- Coordination with DOH
- Plan for Transition to the Specialty Pharmacy and Continuity of Care
- Perform Quality Assurance Monitoring
- Perform Environmental Scanning
- Monitoring, Performance Standards and Corrective Action Plans
- Information Technology
- Work Plan and Implementation Schedule
- Readiness Review
- Transition

Listed below are the details required for each task:

**a) Maintain Inventory of Specialty Pharmacy Drugs**

The selected pharmacy will be required to maintain an inventory of specialty pharmacy drugs. The selected pharmacy will be responsible for the following tasks:

**1) Manufacturer, Wholesaler, and Distributor Relationships**

The selected pharmacy must provide, and update as necessary, a list of manufacturers, wholesalers, and distributors of the drugs listed in Attachment 2a, List of Specialty Pharmacy Drugs, with whom the selected pharmacy has a contractual relationship, addressing the items listed below:

- Name of manufacturer, wholesaler, or distributor
- Product
- Length of relationship and remaining term of agreement
- Scope of agreement (general description of products and services)
- Experience with physician offices, outpatient clinics, hospital discharge planners
- Limitations and exclusions
- Service expectations and standards (turnaround time)

**2) Assay Inventory**. The selected pharmacy must maintain a consistent inventory of clotting factor with a range of assays to support assay management. The selected pharmacy must document its assay management program, including the program goals, allowed percent variances, and the process for assay management. The documentation must describe the steps the selected pharmacy will take to provide the prescribed product in the event that it does not have a factor product in inventory that matches the prescription.

3) **Guaranteed Pedigree**. The selected pharmacy must guarantee the pedigree of clotting factor. If clotting factor is purchased from any source other than a manufacturer, the selected pharmacy must develop and maintain policies and procedures for how it guarantees the pedigree of the factor to avoid any type of product mishandling or tampering.

4) **Limitations on Access to Supply**. The selected pharmacy must identify all drugs included in Attachment 2a, Specialty Pharmacy Drug List, for which:
   a. Access to a supply of the drug is subject to constraints such as exclusive distribution rights and the selected pharmacy is not part of the exclusive distribution network, the selected pharmacy must identify how they will access the supply when prescribed for an enrollee.

   b. The selected pharmacy will use a local entity such as a community pharmacy to provide the drug(s) and the circumstances when that would occur, (e.g., time sensitive).

   c. The selected pharmacy has a preferred agreement with a manufacturer, wholesaler, or distributor to support enrollees in times of short supply.

5) **Product Recall**. The selected pharmacy must develop and maintain policies for product recalls.

6) **Purchasing Volume**. The selected pharmacy must identify its total annual purchasing volume for the past three fiscal years.

7) **Stock-Out Rates and Out of Stock Process**. The selected pharmacy must identify its stock out rates for the drugs listed in Attachment 2a, Specialty Pharmacy Drug List, and develop and maintain a policy and procedures for providing drugs that are out of stock.

8) **Returns/Undeliverable Medications**. The selected pharmacy must maintain policies to manage products deemed undeliverable or returned by either the MA enrollee or the health care provider.

9) **Short-Dated and Temperature-Sensitive Medications**. The selected pharmacy must develop and maintain policies and procedures related to the procurement and storage of all products with a short shelf life and those requiring special handling.

**b) Coordinate the Provisions of Ancillary Supplies, Equipment and Nursing Services**

The selected pharmacy will be required to coordinate the provision of ancillary supplies, equipment and nursing services for home administration and home infusion therapy, sufficient to meet the needs of the Medicaid enrollee to safely and effectively administer the drug at home. Covered ancillary supplies, equipment and nursing services are provided and billed on a fee-for-service basis by Medicaid enrolled providers and are not part of the specialty pharmacy contract. Medicaid enrollees have the right to choose the nursing, supply or equipment providers. The selected pharmacy will be responsible for the following tasks:

1) **Ancillary Supplies and Equipment**

   The selected pharmacy must coordinate the provision of ancillary services, supplies and equipment required for home administration of specialty drugs, including supplies for the treatment or prevention of bleeding episodes,. If provided, covered supplies and equipment can be billed to the Medicaid program.

When the specialty pharmacy drug is administered at a practitioner's site, such as a physician's office, the practitioner administering the drug is responsible for providing the ancillary medical supplies and equipment required for administration.

Either the selected pharmacy or a medical supply provider enrolled in the MA program may provide the ancillary supplies and equipment required for administration of specialty drugs and home infusion in the enrollees' home. The selected pharmacy or medical supply provider must submit claims for ancillary medical supplies and equipment to the MA program and will be paid in accordance with the MA program payment provisions for those services.

**2) Nursing Services**

The selected pharmacy must verify in-home nursing services related to drug administration are in place for enrollees when needed. If such services are not in place the selected pharmacy must coordinate these services.

FFS enrollees may retain their established relationship with a nursing service or elect to use another FFS home nursing provider. The selected pharmacy may also provide and bill nursing services directly when their nursing service is enrolled in Medicaid.

Nursing services for MMC and FHP enrollees are the responsibility of the health plan and are not covered by Medicaid fee for service.

**c) Operate a Call Center**

**1) Operate a Call Center for Enrollees and Providers**. The selected pharmacy must serve as the single point of contact and maintain a toll-free telephone line for enrollees and prescribers of specialty pharmacy drugs, providers administering those drugs and hospital discharge planners.

The toll free telephone line must allow providers to request prescriptions and refills, including prescriptions or orders for ancillary medical supplies, equipment and in- home nursing services, provider inquiries regarding delivery of drugs, and other inquiries and complaints.

The toll free line must provide a direct clinical contact, such as a registered nurse or pharmacist, for enrollees, prescribers, providers and hospital discharge planners.

The selected pharmacy's toll-free telephone line must allow enrollees to ask questions about, but not limited to: requests for information on drugs, refills, inquiries regarding delivery of drugs and supplies, drug information, product storage and handling, side effect management, injection assistance, provide guidance on adherence and compliance with drug regimens, other questions and/or complaints, and any other issues related to the Specialty Pharmacy Program. The selected pharmacy must accommodate enrollees who have Limited English Proficiency. The selected pharmacy must provide TTY access and other alternate electronic communication methods for those with speech and hearing impairment. If a voice response system (VRS) is used, the VRS must include an option to speak directly to a person.

**2) Call Center location and hours of operation**. The selected pharmacy's call center must be located within the contiguous United States. The selected pharmacy's call center must be operational 24 hours per day, 7 days a week, including holidays.

The selected pharmacy is required to provide direct clinical contact, with a registered nurse or pharmacist as appropriate, at a minimum, during routine business hours, defined as Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Standard Time. During non-routine business hours (after hours, weekends, and holidays) the selected pharmacy may utilize a medical answering service that will contact the on-call pharmacist or registered nurse who will promptly respond to the call within fifteen (15) minutes. Answering machines are not permitted.

3) **Call Center Tracking**. The selected pharmacy must have the capacity to track call center abandonment rates, average call wait times, average speed of answer, first call resolution, average call duration, and on-call response times.

**d) Implement and Operate a Specialty Pharmacy Dispensing and Delivery System**

The selected pharmacy must provide reliable, timely, convenient dispensing and delivery to providers and enrollees.

The selected pharmacy must demonstrate its capacity to accept, dispense, and deliver patient-specific prescriptions for specialty pharmacy drugs in a manner that is responsive to both providers and enrollees. The selected pharmacy will be responsible for performing the following tasks and the proposal must describe how the specialty pharmacy will perform these tasks.

**1) Operate an Efficient, Accurate and Responsive Ordering and Refill Process**

a. **Receive prescriptions**. The selected pharmacy must have the capacity to receive prescriptions and requests for refills in hard copy paper format, by telephone, fax or ePrescribing. In the case of a telephone prescription the selected pharmacy will collect Caller ID information when available.

**2) Ensure adequate staffing of pharmacies.** The selected pharmacy must:

a. Develop and maintain an adequate staffing plan for the pharmacy, distribution center and sites, including staffing patterns that are in compliance with New York State laws, rules, and regulations.

b. Provide a sufficient number of pharmacies, central distribution centers and any additional distribution sites necessary to meet the requirements of this RFP.

**3) Process Prescriptions, Dispense Specialty Pharmacy Drugs and Submit Claims**

a. When processing prescriptions and refills for specialty drugs and dispensing those medications to enrollees and prescribers, the selected pharmacy must:

I. Conform to accepted standards of practice, quality of services and MA program policies and procedures.

II. Provide the prescribed medication in the doses ordered or, if inventory supply does not allow, place a call to the prescriber to change the order; substitution of products is not permitted without the approval of the prescriber.

III. Verify enrollee's eligibility using eMedNY

IV. Coordinate, obtain and validate the prescription when authorization is required.

V. Submit accurate claims using the eMedNY on-line claims adjudication system.

VI. Turnaround "clean" prescriptions within two (2) business days.

i. Prescriptions received after 2:00 PM eastern standard time may be processed the next business day

VII. Prescriptions requiring intervention; an attempt to contact the prescriber by telephone, within one (1) business day of prescription receipt, must be made for

all prescriptions requiring intervention. Enrollee contact is required if unable to effectively resolve the intervention with the prescriber within two (2) business days.

b. The selected pharmacy must develop and maintain dispensing policies and procedures for each of the following:
   I. In-home inventory of factor product for bleeding disorder therapy
   II. Proper storage
   III. Refills, including steps to insure need and address compliance, adherence, and avoidance of stockpiling.
      i. The selected pharmacy is required to contact the enrollee no later than 75% of the dispensed specialty drug is exhausted and supplies are expected to run out.
      ii. The selected pharmacy will contact the enrollee or provider to make arrangements and secure with the enrollee or provider, a date and location for delivery of the specialty drug(s).
      iii. The selected pharmacy will be required to track the progress of the delivery, obtain a signature from the enrollee, an agent of the enrollee, or provider upon delivery, and make a contact with the enrollee or provider within 24 hours of post delivery date to confirm delivery.
   IV. Emergency prescriptions and emergency refills.
   V. Replacement costs of prescription drugs and medical supplies and equipment damaged during distribution and delivery.
   VI. Dispensing of drugs with short expiration dates.
   VII. Waste management.
   VIII. Educational interventions with prescribers including prescribers whose prescribing practices are considered outliers.
   IX. The selected pharmacy must develop and maintain a list of ancillary medical supplies and equipment to be provided.

**4) Operate an Efficient, Timely, Accurate and Responsive Distribution and Delivery System**

The selected pharmacy must implement and operate a distribution and delivery system that reflects "best practices" and optimizes distribution and delivery by ensuring that enrollees and providers receive their specialty pharmacy drug when and where it is needed. All shipping and delivery costs are the responsibility of the selected pharmacy. The selected pharmacy will provide an alternative delivery service, e.g. courier service, to deliver specialty drugs when standard shipping service will not cover a region, territory, area or location. The DOH confirms delivery as the receipt of a signature by the enrollee, their designee, the provider or their designee, for the drugs delivered to the appropriate site.

In the event that an enrollee and/or provider has an immediate need for a specialty drug, the selected pharmacy will address the need through special delivery by courier or have in place arrangements with local hospital emergency rooms or local pharmacies to provide the specialty drug(s) to the enrollee. The selected pharmacy will arrange for and coordinate the delivery at the local level.

The selected pharmacy is liable for the cost of any prescription damaged or lost through distribution and delivery.

The delivery system must provide the following, at a minimum:

a. Steps in distribution and delivery to the place of administration, including enrollee's home and the prescribers' office. Steps must include a description of how the selected pharmacy will inform administering providers and enrollees regarding the expected time frames for receipt of delivered items.
b. Standard shipping methods and practices.
c. Name of delivery vendor(s) and delivery services provided by each vendor.
d. Provisions for timely delivery, proper handling and security of drug delivered.
e. The average turn-around time for a prescription (i.e., maximum response time from receipt of request to delivery of the drug).
f. The distribution system back-up system.
g. The distribution system disaster recovery strategy and process.
h. Training offered by the selected pharmacy to providers, hospital discharge planners, providers administering a specialty pharmacy drug, office staff and enrollees and their families, related to distribution, delivery, handling and storage of specialty pharmacy drugs.
i. Distribution of all products with a short shelf life and those requiring special handling.

**e) Implement and Operate a Clinical Support System**

The selected pharmacy must implement and operate an integrated clinical support system designed to support drug administration and patient care management. The selected pharmacy's clinical support systems must reflect "best practices" in managing care. The system must provide the following, at a minimum:

**1) Patient Care Support**

a. Individualized education, guidance, counseling and ongoing communication with enrollees and providers to support patient care.
b. Optimal compliance with and adherence to drug regimens, care collaboration and coordination including coordination of nursing services.
c. Provide clinical support through the call center

**f) Respond to General Inquiries and Complaints**

**1)** The selected pharmacy must maintain its own toll-free telephone line for enrollees and providers to call with general inquiries and complaints. The selected pharmacy must also have the capacity to receive and respond to general inquiries and complaints submitted in writing. The selected pharmacy must offer fax or Internet communication methods.

**2)** The selected pharmacy must respond to general inquiries and address complaints no later than two (2) business days after receipt of inquiry or complaint. In situations where the general inquiry cannot be addressed by a selected pharmacy (e.g., questions about eligibility for services), the selected pharmacy must provide the caller with the telephone number of the DOH agency that the caller should contact. The DOH will provide the selected pharmacy with a list of DOH agencies and telephone numbers.

**3)** The selected pharmacy must develop a system to track and report to the DOH all general inquiries and complaints received, as well as the outcome of each general inquiry and complaint.

**g) Staffing Requirements**

The selected specialty pharmacy must provide appropriately qualified personnel to implement and administer the Specialty Pharmacy Program. The pharmacy will be responsible for ensuring staff meet all requirements regarding program knowledge, professional expertise, confidentiality, security and integrity of all systems provided under

this contract. The selected pharmacy will provide all training to their staff to assure awareness of NYS Medicaid and HIPAA program requirements related to confidentiality, operating guidelines and detailed specifications for functions included in this RFP.

As a specialty pharmacy, the DOH expects that the specialty pharmacy already employs the necessary staff, including a clinical pharmacist, call center manager, clinical care coordinator, pharmacists, nurses, and call center staff to provide high quality specialty pharmacy drugs and related services. The RFP will require that a dedicated Project Manager be employed solely to conduct the Medicaid Specialty Pharmacy Program contract management activities.

**1)** The selected pharmacy must ensure that their personnel are performing satisfactorily at the appropriate skill levels specified in the contract to meet the contract requirements.

**2)** The selected pharmacy must ensure that their personnel perform all work required to meet the program's goals, objectives and requirements.

**3)** The selected pharmacy must agree to relieve any personnel from any further work under the contract where the DOH has determined the personnel are not in compliance with terms of the RFP if:
   a. The individual staff member or subcontractors' staff member does not perform at the applicable skill level specified in this RFP
   b. The individual staff member or subcontractor's staff member does not deliver work that conforms to the performance standards stated in the contract.

**4)** The selected pharmacy shall immediately notify the DOH's Project Manager of the discharge of any of the selected pharmacy staff or subcontractors assigned to this contract, and such staff shall be relieved of any further work under this contract.

**5)** **Subcontracting** The selected pharmacy may subcontract for tasks included in the scope of this RFP and must identify all subcontractors and the tasks each subcontractor will be performing. Subcontracts must be submitted to, and approved by, the DOH prior to their use in the Specialty Pharmacy Program. All individuals or entities with which the selected pharmacy subcontracts must meet all accreditation and quality standards required by this RFP. Each subcontractor must agree to comply with all NYS MA program requirements.

   The selected pharmacy remains responsible for all requirements specified in this RFP, regardless of whether the tasks are performed by the selected pharmacy or by individuals or entities with whom the selected pharmacy subcontracts.

**6)** **Project Manager:** The Project Manager will serve as the primary contact person for the DOH and is dedicated solely to overseeing and managing the selected specialty pharmacy's contract responsibilities. The Project Manager must have at least two years of previous experience managing large specialty pharmacy drug distribution systems, including home infusion therapy and clinical support systems. The Project Manager must be available to the DOH via telephone or email during the DOH's regular business hours and in an emergency during non-business hours. The Project Manager's responsibilities must include:
   a. Ensuring compliance with the terms of the contract and MA program requirements.
   b. Monitoring program operations and performance.
   c. Overseeing development and production of all status reports and ad hoc reports, if any, submitted to the DOH.
   d. Recommending program improvements

e. Contract administration activities including meeting with the DOH staff, preparing meeting agendas and meeting notes

7) **Clinical Pharmacist:** The Clinical Pharmacist must have a pharmacy license and at least one year of previous experience in specialty pharmacy drug management, home infusion therapy and related diagnoses. The Clinical Pharmacist responsibilities must include:
   a. Ensuring compliance with clinical and program policies and procedures.
   b. Monitoring pharmacy dispensing and distribution system operations and performance.
   c. Overseeing the development of clinical status reports and ad hoc reports submitted to the DOH.

8) **Call Center Manager:** The Call Center Manager must have at least one year of previous experience in managing a specialty pharmacy call center and will manage the day-to-day call center operations. The Call Center Manager responsibilities must include:
   a. Overseeing Call Center staff training and call center activities and operations
   b. Overseeing the conduct of Call Center staff as they respond to calls
   c. Analyzing Call Center reports to identify areas for improvement and implementing improvement processes
   d. Managing the efficient use of Call Center staff resources

9) **Clinical Care Coordinator:** The Clinical Care Coordinator must be a licensed Registered Nurse and have at least one years experience in coordinating patient services delivered in the home. The Clinical Care Coordinator ensures the coordination of the patient services so that specialty drugs can be safely and effectively administered in the patient's home. The Clinical Care Coordinator responsibilities must include:
   a. Coordination of patient care, to include assessments, care planning, evaluation and education of patients receiving care involving specialty medications.
   b. Coordinate nursing services in accordance with the care matrices and best demonstrated practices in the home or alternate site setting.
   c. Serve as an internal resource between the specialty pharmacy and the physicians, clinics, hospital personnel, third party payors, homecare patients and other community agencies.
   d. Communicate with patients, specialty pharmacy staff and external healthcare providers to ensure continuity of care.

10) **Pharmacy Staff:** Pharmacy staff must include a supervising pharmacist who is licensed and registered by New York State. All other pharmacists must be licensed and registered as pharmacists in the state in which they are practicing. Pharmacy staff must be knowledgeable about the medical conditions typically treated with specialty drugs and have prior experience with specialty pharmacy drugs and home infusion therapy and related diagnoses including knowledge of the management of hematological disorders with emphasis on bleeding disorders, or equivalent experience. Pharmacy staff responsibilities must include:
   a. Understanding or experience with dispensing specialty pharmacy drugs, including prescription renewals
   b. Assay managing antihemophiliac agents
   c. Providing patient counseling, education and monitoring; providing clinical interventions; and reporting and managing adverse events

d. Assessing responses to therapy, patient compliance, and ongoing review of drug regimens and communicating with prescribers and other members of the pharmacy's patient support system
e. Determine remaining doses on hand (if any) to avoid waste and manage inventory

**11) Call Center Staff:** Call Center staff must promptly and accurately respond to calls. Call center staff must have available a licensed pharmacist and licensed registered nurse on a 24 hour/7 day per week basis to answer questions. Call Center Staff responsibilities must include:

a. Answering incoming calls from patients and providers
b. Providing drug information
c. Counseling on self-administration techniques
d. Counseling on product storage and handling
e. Counseling on adherence to drug regimen
f. Counseling on management of side effects
g. Verify enrollee eligibility via eMedNY
h. Adhering to DOH-approved policies and procedures when answering incoming calls for inquiries and complaints and referring callers to appropriate pharmacy staff or DOH staff, as needed
i. Documenting and tracking all inquiries to the Call Centers via software

**12)** If the Project Manager, Clinical Pharmacist, Call Center Manager or Clinical Care Coordinator become unavailable the selected pharmacy shall provide the DOH's Project Manager with the resume of a proposed replacement within 10 business days from the date the selected pharmacy learns that the individual will become unavailable. The vacant position must have a qualified replacement within 45 business days.

**h) Policies and Procedures**

The selected pharmacy must develop and submit for DOH approval, before implementation of the Specialty Pharmacy Program, its policies and procedures for each of the following:

**1)** Quality Control and Quality Assurance.
**2)** Provider/enrollee call center.
**3)** Communications with prescribers and enrollees (i.e.; before dispensing a medication; regarding MA enrollee-specific needs and interventions; updates on MA enrollee's progress and ongoing therapy; when a MA enrollee is determined ineligible for MA on the date of service; etc.).
**4)** Process to admit new enrollee into the program and assess their needs as they relate to the patient care support.
**5)** Staffing of pharmacies and call centers.
**6)** Disaster recovery strategy and process for the call center and distribution system.

The selected pharmacy must modify the policies and procedures as directed by the DOH. The policies and procedures must be available for DOH review prior to and during the readiness review period. The selected pharmacy must review policies and procedures annually, and update them as directed by the DOH. The DOH may also require new or updated policies and procedures during the course of the contract.

The DOH must approve in writing every new policy or procedure and any modification and/or addition to any existing policy or procedure before the selected pharmacy may implement the policy or procedure.

**i) Communications**

The DOH will develop materials to initially notify enrollees and providers about the Specialty Pharmacy Program, including but not limited to enrollee, provider notices and Medicaid Updates. These notices will include a brief description of the program, the selected pharmacy and contact information.

The selected pharmacy must assist the DOH in developing all communication materials for providers and enrollees, including information that will be posted on the department's website.

All educational and informational material provided by the selected pharmacy solely for the purpose of the NY Medicaid program must be approved in writing by the DOH prior to implementation of the Specialty Pharmacy Program.

In addition, the selected pharmacy is responsible for the development, revision, production and mailing of the following:

1) **Educational and Informational Materials.** The selected pharmacy is required to provide materials for enrollees and providers which provides information such as, but not limited to, the following:

   a. Training and patient kits or informational materials about specialty pharmacy drugs and the Specialty Pharmacy Program.

   b. Information and instructions to, submit prescriptions and request refills, inquire about distribution and delivery, including the status of the delivery, contacting the Provider, Enrollee, Clinical Call Center, and make general inquiries.

   c. The selected pharmacy must make available internet capacity, ePrescribing, and training materials instructing prescribers and, when applicable, enrollees, on how to use those resources.

   d. A presentation packet providing an overview of the Specialty Pharmacy Program that can be used at stakeholders meetings and posted on the DOH's website prior to implementation.

2) **Specialty Pharmacy Program Website.** The selected pharmacy is required to develop and maintain its own pharmacy website. The selected pharmacy must agree to include a link on their website to the DOH's website. The selected pharmacy's website must include the following information:

   a. Educational information about Specialty Pharmacy Program
   b. The NY State Specialty Pharmacy drug list
   c. How to obtain a prior authorizations including links to the DOH's PDP contractor and eMedNY
   d. A description of enrollee services
   e. Instructions on how to contact the Call Center
   f. "What's New" items
   g. Frequently asked questions and answers
   h. Disease information that is relevant to the specialty drugs
   i. Other information as requested by the DOH

3) **Reading Level and Translation.** All materials, including the website for enrollees, must be culturally sensitive, easily understood, written at no higher than a fourth grade

reading level whenever possible, and include an English and Spanish version. Enrollee materials must include taglines in other languages identified by the DOH and must be available in other languages upon request.

4) **Written Communication.** The selected pharmacy is responsible for development and distribution of specialty pharmacy policies, procedures and services available. The written communication must meet the following general standards:
   a. Well constructed
   b. Professionally presented
   c. Accurate
   d. Friendly
   e. Easy to understand
   f. Grammatically correct
   g. Properly punctuated
   h. Logically organized
   i. Free of misspellings
   j. Timely and accurate
   k. Confidential

5) **DOH Approval**. The selected pharmacy must submit preliminary and final drafts of the materials, for the DOH's approval before implementation of the Specialty Pharmacy Program and upon request. Any information specific to the NY Medicaid Specialty Pharmacy Program on the selected pharmacy's website must be pre-approved by the DOH prior to its posting.

   The DOH reserves the right to request the selected pharmacy to develop and translate other materials, as necessary.

**j) Coordination with the DOH**

1) **Coordination with the DOH.** At a minimum, the selected pharmacy must assist and support the DOH in the following manner:

   a. In instances where the DOH receives a general inquiry or complaint from an enrollee or provider about the Specialty Pharmacy Program, the selected pharmacy must coordinate with the DOH to accept the forwarded call and/or follow-up with the caller to address the inquiry or complaint.

   b. The selected pharmacy must make recommendations to the DOH for potential improvements in the Specialty Pharmacy Program, as necessary. For example, under the proposed model, when a specialty drug requires a prior authorization (PA) the prescriber must call the DOH's PDP contractor to request the PA and the selected pharmacy to arrange for delivery of the drug. Consistent with the Specialty Pharmacy Program objective of a convenient delivery system, the DOH will be seeking ways to streamline this process to avoid the two-telephone contact by the prescriber.

   c. Attend meetings, resolve complaints, review reports and share their expertise.

   d. Utilize information from accumulated business reviews, operational and clinical experience, and reports and data it generates to recommend to the DOH the following:
      I. New specialty pharmacy drugs to be added to the scope of products covered under the Specialty Pharmacy Program.

II. Prior authorization of existing or new specialty pharmacy drugs based on evidence base clinical criteria and utilization review information, including quantity limits when applicable. Upon request, the selected pharmacy must recommend utilization review guidelines based on nationally accepted, evidence-based clinical criteria to determine medical necessity of new specialty drugs and any modification to the current guidelines used by the DOH's pharmacy prior authorization reviewers to determine medical necessity**.** The selected pharmacy is expected to assist the DOH in coordinating the selected pharmacy's recommendations for prior authorization and medical necessity guidelines with the Pharmacy and Therapeutics Committee and conducting the public input process. The DOH will maintain responsibility for approval of the final requirements and guidelines.

III. Requirements for the DOH's Prospective Drug Utilization Review (Pro DUR) program and Pro DUR alerts to the pharmacist as they relate to specialty pharmacy drugs.

e. The selected pharmacy must collaborate with the DOH in the ongoing evaluation of the Specialty Pharmacy Program, including making recommendations for potential improvements of the program and partnering with the DOH or a DOH contractor in developing an outcome and fiscal analysis of the program.

**k) Plan for Transition to the Specialty Pharmacy and Continuity of Care**

Enrollees, who are receiving a specialty drug from a pharmacy at the time of the Specialty Pharmacy Program implementation date, may continue to receive the drug from the pharmacy up to 180 days from the date the prescription was written or up to 5 refills. Specialty drug prescriptions written within 60 days prior to the Specialty Pharmacy Program implementation date may be filled, including refills, at any Medicaid enrolled pharmacy for any specialty drug. All new specialty drug prescriptions written on or after the date of program implementation, for drugs listed on attachment 2a, must be dispensed by the selected specialty pharmacy; claims from all other pharmacies will be denied.

The selected pharmacy must submit for DOH approval, before implementation, a detailed plan on transitioning enrollees, providers and prescribers to the Specialty Pharmacy Program that will ensure uninterrupted continuity of care and a seamless transition.

**l) Perform Quality Assurance Monitoring**

The selected pharmacy must monitor the quality of all components of the Specialty Pharmacy Program.

**m) Perform Environmental Scanning**

The selected pharmacy must monitor and report monthly on trends and practices in specialty pharmacy and home infusion therapy. Environmental scanning includes but is not limited to the following:

**1)** New products in the development pipeline, development status, and disease categories targeted
**2)** Trends by therapeutic class and trend drivers
**3)** New indications
**4)** Black box warnings
**5)** Changes or modifications in therapy management and treatment protocols

During the contract period the DOH reserves the right to modify the list of drugs covered under the Specialty Pharmacy Program, and expects the selected pharmacy to also make recommendations to the DOH for changes in the scope of covered drugs, in response to changes in specialty pharmacy and home infusion therapy.

**n) Monitoring, Performance Standards and Corrective Action Plans**

**1) DOH Monitoring.** The selected pharmacy must cooperate with the DOH when the DOH monitors the selected contractor's performance.

During implementation and the first six (6) months of operation, the selected pharmacy should be available for status meetings as needed with the DOH, or as otherwise directed by the DOH. After the first six (6) months of operation, the selected pharmacy must conduct, at a minimum, monthly status meetings with the DOH, or as otherwise directed by the DOH. The selected pharmacy must provide an "Outstanding Issues" report which identifies the issue, recommended action, the responsible party and time frame to carry out the action. The selected pharmacy must develop the agenda in collaboration with the DOH and provide the agenda and status report to the DOH at least three (3) business days prior to each meeting. The selected pharmacy must record and prepare meeting minutes and provide minutes to the DOH within five (5) business days after each meeting. The agenda and minutes are subject to the DOH's review and approval.

**2) Problem Identification and Resolution Report.** The selected pharmacy must provide a report identifying problem areas on an "as required" basis, as determined by the DOH. The report should describe the problem and its impact on the overall Specialty Pharmacy Program and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include the selected pharmacy recommendations with supporting rationale.

**3) Performance Standards**. The DOH will monitor the selected pharmacy's performance in the following areas:

a. Adequately staffed pharmacy and call center sufficient to meet the performance thresholds.

b. Delivery of medication to the place of administration within the average turnaround timeframes specified in the RFP.

c. Call center availability twenty-four (24) hours per day, seven (7) days a week, including holidays.

d. Compliance with Call Center's daily performance thresholds, including:
   i. Call abandonment rate no greater than 5%.
   ii. Call waiting time no greater than sixty (60) seconds.
   iii. Average speed of answer no greater than three (3) rings or fifteen (15) seconds.
   iv. Answering 85% of all calls in no more than sixty (60) seconds.
   v. Responding to on-call calls within fifteen (15) minutes.

e. Resolution of the issues(s) in the first call.

f. Compliance with the timeframes for responding to inquiries and addressing complaints.

g. Dispensing accuracy of 99.9% per calendar day. Dispensing accuracy is defined as the percentage of all prescriptions dispensed accurately for enrollees with no errors according to the prescription written and the enrollee's plan of care. Dispensing accuracy percentage is calculated as the total number of non-conformance events divided by the total number of prescriptions dispensed for enrollees.

h. Timely turnaround of 99.9% per business day of "clean" (no intervention required) prescriptions. Turnaround time is measured in business days from the date a prescription is received by the selected pharmacy (via paper, telephone, fax, or acceptable alternative format such as ePrescribing) to the date the medication is mailed or shipped. Timely turnaround percentage is calculated as the number of "clean" prescriptions processed within two (2) business days divided by the total number of "clean" prescriptions received.

i. Maintaining verification that the drug and any ancillary supplies were delivered to the site of administration and received by the enrollee or designee.

j. Successful product recall within twenty-four (24) hours of notice from manufacturer or distributor.

k. Providing reports within the timeframes specified in Section C.4.d Reports and Project Control.

l. Conformance with accepted standards of practice and quality standards.

m. Compliance with NYS MA Program regulations and requirements including accurate claims submission.

**3) Contractor Monitoring**. The selected pharmacy must monitor and report on its performance on an ongoing basis. See Section C.4, Reports and Project Control, for reporting information.

**4) Corrective Action Plans.** The DOH will inform the selected pharmacy when the pharmacy's performance does not comply with the contract requirements. The selected pharmacy must prepare and submit for DOH approval a corrective action plan for each identified problem within the timeframe determined by the DOH. The corrective action plan must include, but is not limited to:

a. A brief description of the DOH's findings.
b. Specific steps the selected pharmacy will take to correct the situation or reasons why the selected pharmacy believes corrective action is not necessary
c. Timetable for performance of each corrective action step.
d. Monitoring the selected pharmacy will perform to ensure that it takes the specified corrective action steps.

The selected pharmacy must implement the corrective action plan within the timeframe specified by the DOH. Failure by the selected pharmacy to implement corrective action plans, as required by the DOH, may result in further action by the DOH.

**o) Information Technology (IT)**

**1)** The selected pharmacy must maintain an electronic system to track drug product inventory, dispensing, distribution and delivery of specialty drugs, coordination of ancillary services, supplies and equipment, provider and MA enrollee communications and call center inquires and request.

The selected pharmacy must meet the following IT requirements:

a. Internet access for all Call Center staff.
b. Sufficient telecommunication capabilities, including electronic mail, to meet the requirements of this RFP and final contract.

c. Submit claims using the Medicaid eMedNY on-line claim adjudication system in eMedNY in accordance with DOH requirements.
d. Receive, store and analyze data sufficient to meet the requirements of this RFP and final contract.
e. Prepare reports using a commercially available software acceptable to the DOH

**2) Effective Security Measures.** The Contractors must have a HIPAA-compliant system with effective security measures to prevent the unauthorized use of, or access to, data. The selected pharmacy must maintain confidentiality and only use the information to fulfill its contractual obligations. Please see http://www.emedny.org/HIPAA/index.html for more information.

**p) Work Plan and Implementation Schedule**

The selected pharmacy must provide the DOH with a work plan and implementation schedule in electronic format.

**1)** The work plan must identify major tasks; identify the work elements of each task, the resources assigned to the task, the time allotted to each element of the task and the deliverable items the selected pharmacy will produce.

**2)** The selected pharmacy must maintain their implementation schedules in a PERT or GANTT chart display, and must show project, task and time relationship. The selected pharmacy's work plan must be in a Microsoft Excel™ compatible with Office XP, Service Pack 2.

**3)** The selected pharmacy must provide an updated version, as required by the DOH, and submit the detailed operational work plan and implementation schedule it included in its proposal within ten (10) business days of the effective date of the Contract.

**q) Readiness Review Participation**

The selected pharmacy must participate in a readiness review that the DOH will conduct prior to the implementation of the Specialty Pharmacy Program.

**r) Transition**

Upon expiration or termination of the Contract, the selected pharmacy shall provide for a smooth and timely transition of its services to the DOH and its Contractors, as applicable. The selected pharmacy must:

**1)** Provide a final detailed transition plan to be initiated four (4) months prior to the last day of the Contract term. Tasks and elements of tasks to be included in the transition plan will be jointly identified by the DOH's Project Manager and the selected pharmacy's Project Manager.

**2)** Cooperate with the DOH and supply the DOH and/or its Contractors with all information required by the DOH during the transition process.

**3)** Pay all costs relating to the transfer of materials and responsibilities as a normal part of doing business with the DOH.

**4. Reports and Project Control**

The selected pharmacy must continually monitor performance throughout the term of the contract. The selected pharmacy must establish and maintain a DOH-approved system of records and reports for the Specialty Pharmacy Program. Reports must provide accurate data and clear and concise narrative explanations. Reports should include charts and graphs to illustrate points.

The selected pharmacy must submit all specified reports electronically in Microsoft® Word™ or Microsoft® Excel™ versions to be compatible with Office XP, Service Pack 2 or as otherwise

specified by the DOH. The selected pharmacy must provide web-based reports which will allow the DOH to create and run reports when needed.

In addition to the minimum reports the selected pharmacy must submit to the DOH specified below, the selected pharmacy must confer with the DOH to determine additional reports that would be of use to the DOH and generate other relevant reports identified by the DOH throughout the term of the contracts.

**a) Status Report**. Beginning the week of the effective date of the final contract through the first three months of full operation of the Specialty Pharmacy Program, the selected pharmacy must submit weekly status reports covering activities, problems and recommendations. During the first three (3) months of operation the weekly status reports must also include the information outlined below. After the first three (3) months of operation, the selected pharmacy must submit status reports with the information outlined below on a monthly basis. Monthly status reports will be submitted to the DOH in a weekly and aggregate format.

The status report must summarize all information for the reporting period and the year-to-date and provide analysis and commentary on the statistical data presented in the reports.

The status reports must include but are not limited to:

**1)** Number of active enrollees
**2)** Number of new enrollees
**3)** Number of pending enrollees
**4)** Number of never start enrollees
**5)** Active prescribers and utilization report
**6)** Dispensing accuracy/dispensing errors
**7)** Average turnaround time for clean delivery
**8)** Delivery problems/undeliverable
**9)** Call Center performance statistics:
   a. Call waiting time
   b. Average speed of answering calls
   c. Percentage of calls answered in no more than 60 seconds or less
   d. Resolution during first call
**10)** Inquiry and Complaints statistics:
   a. Number and type of inquiries and complaints from enrollees
   b. Number and type of inquiries and complaints for providers
   c. Disposition/Resolution of complaints and inquires
   d. Number and percentage of inquiries and complaints not responded to within the timeframe specified in the RFP compared to total inquires/complaints

**b) Ad Hoc Reports**. The selected pharmacy must develop and submit to the DOH ad hoc reports, as requested by the DOH. The DOH will provide reasonable notice to the selected pharmacy of the need for each ad hoc report, with a target due date. The selected pharmacy must revise these reports, as requested by the DOH.

**c) Satisfaction Survey.** The selected pharmacy is required to provide to the DOH an annual enrollee and provider satisfaction survey. The survey must be in a software package and format approved by the DOH.

**d) Reporting Time Frames**

Periodic operating reports shall meet the following specific criteria:

1) Weekly/bi-weekly reports shall be delivered to the State by the end of the second business day after the end of the reporting period.

2) Monthly reports shall be delivered to the State by the tenth (10th) day of the month following the end of the reporting period.
3) Quarterly reports shall be delivered to the State by the tenth (10th) day of the month following the end of the reporting period.
4) Semi-annual/annual reports shall be delivered to the State no later than sixty (60) calendar days following the close of the reporting period.
5) All reports must be submitted to the DOH electronically and in hard copy format [six (6) hard copies]. Electronic reports should be in a format and using software approved by the DOH.

**5. Other Requirements**

**a) Contractors Responsibilities**

1) **HIPAA Compliance/Confidentiality.** The selected pharmacy is responsible for ensuring the ongoing compliance regarding its operations with relevant requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). See Attachment 13.

2) **Transferring of Data.** Any and all data shared by the DOH with the selected pharmacy or generated through the contract remains the sole property of NYS. The specialty pharmacy is expressly prohibited from any use, sale, transfer or assignment without the express written consent of the DOH.

3) **Laws and Regulations**. The Contractors should be familiar with the federal law and regulations that apply to the Medicaid program including the following: *Social Security Act*, Section 1902 (a)(1) on statewideness: Section 1902 (a)(10(B)-(E) on comparability of services; Section 1902 (a)(23) on recipient free choice of providers. These requirements are noted in 42 CFR Section 431.40, Basis and scope. Additionally, the *Social Security Act*, Section 1927; 42 USC; OBRA 1990; OBRA 1993 and Veteran's Health Care Act (VHCA) 1993 detail federal requirements on: manufacturer rebates; payment limitations on outpatient drugs; payment for covered outpatient drugs; drug use review. In addition, the Contractors must be familiar with NYS laws and regulations related to pharmacy, NYCRR Title 18 section 505.3, Public Health Law Article 2-A §270, §272, §273, §274, Article 5-Title 11 SSL 365-a(4)(a-1), 367-a(9), 367-a(6)(b), Article -5 Title 11-D 369-ee(2a). Additional information can be found on the DOH website at http://nyhealth.gov/regulations/ or http://public.leginfo.state.ny.us/menugetf.cgi

4) **Document Storage/Retention Requirements.** The selected pharmacy is responsible for the proper storage and retention of original signed and electronic documents in accordance with all NYS and federal legal or regulatory requirements. Such documents subject to these requirements include, but are not limited to, pharmacy claim data (paper, tape, diskette, electronic), records of manufacturer pricing and payment submissions and all Medicaid correspondence.

5) **Notifications.** The selected pharmacy will fully disclose to the DOH all protocols, clinical or otherwise, that potentially favor one manufacturer's or retailer's products over another.

6) **Financial Arrangements.** The DOH shall be the single beneficiary of all financial arrangements which affect drugs, drug coverage or drug pricing under this contract. All

financial arrangements developed and agreed to by the selected pharmacy at any time during the contract period must be communicated in writing to the DOH. The Medicaid program shall reimburse the specialty pharmacy through the eMedNY on-line adjudication system at the contracted price, not any other entity in the drug manufacturer or distribution system.

7) **Access to Facility.** The selected pharmacy shall provide access during normal business hours for State staff and designees to personnel, operating system, procedures, programs, documentation, facilities and equipment used in support of the Specialty Pharmacy Program.

**b) State's Responsibilities**

The State, acting through the DOH and the Office of Health Insurance Program (OHIP) staff, will perform the following:

1) **Management of Contract.** The State will negotiate a contract and contract amendments with the successful bidder. The State will review and reserve the right to approve or disapprove all contract products and deliverables.

2) **Program Policies and Regulations.** The State develops and promulgates program policies and regulations. The Contractor will be apprised with changes as they are approved. The selected pharmacy shall implement management and systems changes required to support these initiatives within defined time frames as established by DOH.

3) **Fraud and Abuse Activities.** The State conducts audits and investigations of pharmacies and enrollee records and undertakes civil and criminal actions, as it deems necessary to prevent or curtail fraud, abuse and unacceptable practices within the Medicaid program. The Contractor will timely notify the State of potential fraud and abuse cases and provide program reports and other data as required to support State fraud and abuse activities.

4) **Supplemental Rebate Management.** The State and the State's fiscal agent will be responsible for invoicing manufacturers for both base federal and supplemental rebate payments quarterly. The State receives and processes the combined rebate payments through its existing payment processing functions. The State is responsible for rebate dispute resolutions, as part of its management of State contracts with the manufacturers. Should a dispute arise over the agreed upon supplemental rebate unit amount which was billed, the Contractor shall provide technical support to the State in resolving the dispute.

## D. PROCUREMENT TIMELINE

The following is a timeline for the request for proposal process and implementation.

| ACTION | DATE |
|---|---|
| **RFP Release** | **12/01/08** |
| **Letter of Interest Due (Optional)** | **12/22/08** |
| **Final Date for Submission of Questions** | **01/05/09** |
| **Response to Written Questions** | **01/20/09** |
| **Proposal Due Date** | **02/09/09** |
| **Contractor Selection Announced** | **03/31/09** |
| **Contract Start Date** | **07/01/09** |

The State reserves the right, upon notice to the bidders, to modify any of these dates.

## E. PROPOSAL REQUIREMENTS

### 1. Introduction and General Instructions

The requirements established by this RFP for proposal content and format will be used to evaluate proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. No conditions and/or contingencies will be allowed by the bidder's technical or cost proposal.

**No cost or pricing information should be submitted in a bidder's Technical Proposal.**

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material. Narrative should be double spaced, using a 12 pitch font or larger, with minimum 1 inch margins all around, and adhere to the maximum page limits.

#### a) Proposal Specifications

Bidders must submit proposals in the format and on the forms prescribed in this part of the RFP. Required forms are included in Attachment 6 and 7. These forms may be copied, or can be reproduced as long as the reproductions accurately reflect the data content and requirement, and sequence. All response requirements detailed below must be addressed in order for a proposal to be considered complete. Any other information thought to be relevant, but not applicable to the areas identified in the required format detailed below, should be provided as an appendix to the proposal.

Proposals should be typed, using no less than one and one half spacing, double-sided or on one side, using 8 ½ by 11 inch paper and submitted in three-ring binders. Separate binders should be used for each of the two volumes specified in E1.b.

All bidders are required to follow the instructions and required format contained in this RFP in preparing and submitting their response. These requirements are for the purpose of enabling the evaluators to adequately review the proposal. Failure to conform may be sufficient reason for the rejection of the proposal. Upon receipt, bids will be reviewed for completeness. Failure to provide required information may cause rejection of the proposal. A Bidder's Checklist is included in Attachment 6, to help assure all required forms and materials are included in the bidder's proposal.

Submission of a proposal indicates acceptance by the bidder of the terms and conditions contained in the RFP.

By submitting a proposal, the bidder agrees that it will not make any claims for or have any rights to damages because of any misinterpretation or misunderstanding of the specification or due to lack of information.

**Section F** provides additional information for the bidder regarding the submission of proposals and the procurement process.

#### b) Proposal Format

A bidder's proposal in response to this RFP must be mailed or delivered to the contact office

in two (2) distinct, appropriately labeled (Volume I, Technical Proposal and Volume II, Financial Proposal) and sealed packages. The two sealed packages should be placed in a third package to avoid separation during delivery:

- **Volume I, Technical Proposal**
  **Part I: Corporate Qualifications Response will include the following:**
  - Letter of Transmittal
  - General Corporate Qualifications
  - Subcontractors proposed, with Letter of Commitment from each Subcontractor
  - Corporate Experience with Functions Included in this RFP (See Attachment 6, TP Form-1, Summary of Corporate Experience and References Attachment 6a and include TP Form-2 Attachment 6b)
  - General Corporate Operational Capacity and Experience
  - Vendor Responsibility Attestation Form (See Attachment 9)

- **Volume I, Technical Proposal**
  **Part II: Technical Response will include the following:**
  - General Organizational Structure and Operations
  - Personnel (See Attachment 6, TP Form-3, Job Description Attachment 6c and TP Form-4, Personnel Resume Attachment 6d)
  - Workplan for Implementation schedule
  - Detailed Technical Workplan

  **NOTE: Volume I must <u>not</u> include any proposed costs for this bid.**

- **Volume II**: **Financial Proposal will include the following:**
  - Proposed contract rate for each Specialty Pharmacy drug product listed (See Attachment 6, Cost Submittal 6e)
  - Bid Form (Attachment 7)
  - No Bid Form (Attachment 8)

## 2. Format for Volume I Part I- Corporate Qualifications Response

This section of the bidder's proposal contains information about overall corporate experience, financial stability and organization capacity. It also contains documentation of the bidder's experience with the specific functions to be undertaken in response to this RFP. Each bidder must clearly demonstrate in their Corporate Qualifications that it has adequate experience and capacity to undertake the scope of work included in this RFP. The minimum qualifications for this RFP include:

- The bidder's price for each Specialty Pharmacy drug product (listed in Attachment 2a) is less than NYS Medicaid reimbursement.
- The bidder is licensed as a pharmacy by NYS Dept. of Education.
- The bidder has at least 5 years experience in the operation of a specialty pharmacy including specialty drug dispensing, delivery, development of educational material relevant to specialty drugs, operation of a specialty drug call center, and coordination of ancillary services that assures the safe and effective administration of specialty drugs.
- The bidder has submitted a Letter of Transmittal signed by an authorized official of the company, binding the bidder to the requirements of the RFP, indicating a willingness and capability to execute and perform a contract containing the terms and conditions specified in

the RFP, affirming that the proposal and all provisions of the offer remain in effect for a minimum of three hundred sixty five (365) calendar days, and attesting that the bidder has the ability to provide all drugs listed in Attachment 2a.

- The bidder is accredited by JACHO or ACHC
- The bidder must be enrolled in Medicare and eligible to participate in the NYS Medicaid program

Only proposals from those pharmacies deemed qualified based on meeting the minimum qualifications, as determined by the State in its sole judgment, shall be evaluated further. A qualified bidder must be the totally responsible prime Contractor with any major subcontractors committed in writing to the intent of fulfilling specified roles identified in the bid. The prime Contractor must be able to meet the minimum qualifications (not with a subcontractor) in order to be considered for this bid.

**a) Letter of Transmittal**

The bidder's Technical Proposal must contain a Letter of Transmittal signed by an official of the bidder authorized to bind the bidder to the provisions contained therein. The letter should include:

- A statement designating the name of the pharmacy that will contract with the NYSDOH.
- Include the name, title, address and phone number of the representative whom DOH staff may contact during the review process.
- Affirm that the proposal and all provisions of the offer are to remain in effect for 365 calendar days commencing the due date of the proposal.
- A statement attesting to the accuracy and truthfulness of all information contained in the proposal.
- A statement attesting that the pharmacy will provide all drugs listed in Attachment 2a of this RFP.

**1) Letter of Credit**

a. Standby Letter of Credit Commitment Letter for Proposal

As part of its Proposal, the Bidder shall submit an executed Standby Letter of Credit (SLOC) Commitment Letter, in the form set forth in Appendix L, from a financial institution ("Issuer") licensed to transact business in the State of New York. The SLOC Commitment letter must include the proposed form for the irrevocable Standby Letter of Credit as an attachment, in accordance with the requirements of section 2, below. The proposed form for the SLOC shall be subject to the approval of DOH.

b. Submission of Standby Letter of Credit upon Contract Approval

I. Without additional cost to the Department, and as a material condition of the Contract:

The Contractor must furnish and maintain in full force and effect, for the duration of the contract term (including any extensions) plus 180 days thereafter, an irrevocable Standby Letter of Credit (SLOC) for the benefit of DOH in the amount of $1 million ($1,000,000) US Dollars. The SLOC shall be issued by a financial institution licensed to transact business in the State of New York. The Issuer shall be subject to the approval of DOH. The form for the SLOC shall be subject to the approval of DOH. The Contractor must provide the initial SLOC to DOH

within ten (10) business days of notice from DOH of contract approval. Failure to provide the initial SLOC to DOH within ten (10) business days of such notice will constitute grounds for termination for cause. The SLOC must contain provisions that satisfy the following requirements:

i. No Contingent Obligations
The obligations of the Issuer under the SLOC shall in no way be contingent upon reimbursement by Contractor.

ii. Required Notices
Issuer is required to provide DOH with written notice of: i) any failure of the Contractor to replenish the SLOC to the full aggregate amount, (ii) any failure of the Issuer to renew the SLOC; or (iii) any failure by the Contractor to abide by its SLOC agreement with the Issuer. Such written notice shall be provided so that it is received by DOH within 5 business days of each such event. DOH shall be entitled to draw the balance of the SLOC within 1 business day of receipt of such notice.

II. DOH reserves the right to access the SLOC for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify DOH under circumstances described in the Contract and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the Contract.

**b) General Corporate Qualifications**

**1) Corporate Structure and Organization**

Provide a summary description [three (3) pages maximum] of the bidder's organizational structure. Include a brief narrative describing the history, size, ownership and orientation of the pharmacy providing the following information:

a. Type of corporation (individual, partnership or corporation).
b. Number of years the pharmacy has provided specialty pharmacy services.
c. Total number of covered lives for which specialty pharmacy services have been provided for each of the past three (3) years.
d. Organizational charts which indicate the ownership and reporting relationships between the parent organization, if any, and related companies.
e. Current percentage of gross revenue attributable to Medicaid and other public drug programs.

**2) Financial Capacity**

Provide audited financial statements for the last three (3) fiscal years for the bidder and any subcontractors proposed for this contract. If audited financial statements are proprietary in nature, this must be indicated in the proposal.

If not required to have audits performed (i.e. an LLC), a statement to that effect must be included. If not required to have independent audits performed, other evidence of financial capacity to perform, which DOH approves, must be included. At a minimum, this should include a current Dunn and Bradstreet report.

**In addition, the "Vendor Responsibility Attestation" must be completed and returned with the bid. A "Vendor Responsibility Attestation" must also be completed for any subcontractors paid $100,000.00 or more. (see Section F.9. for details).**

**3) Parent Company Information**

a. Identify all owners and subsidiaries of the pharmacy.
b. If the pharmacy has any announced plans for merger or purchase within the next twenty-four (24) months, describe the pharmacy's implementation plans and changes in organizational objectives which impacts on the ability to provide services to DOH.
c. Describe any organizational mergers or purchases/buy-outs over the past five (5) years. Detail any specialty pharmacy services/programs obtained as a result of the consolidation, which were not originally part of the organizational experiences.
d. For both the pharmacy and the parent company, list the members of each Board of Directors, including organizations with which they are affiliated.

**4) Affiliations**

Describe all affiliations/relationships between the parent company, the bidding company and/or the proposed subcontractors with the pharmaceutical industry. Information which the Contractor provides to the State which is considered a trade secret will be kept confidential as permitted by the New York State Public Officer's Law.

Include the following:

a. Whether a pharmaceutical manufacturer or other medical/pharmacy industry stakeholders owns or holds any interests. If so, describe the organizational linkages, the degree of integration/collaboration and "firewalls" between the organizations.
b. Detail how the parent company's products or services are linked with the specialty pharmacy.
c. Any other type of organizational or financial affiliation/relationship with drug manufacturers, drug distributors, drug wholesalers, retail pharmacies or other pharmacy services including, mail order pharmacy services.

**5) Experience with State and Federal Legal and Program Requirements**

Describe your specialty pharmacy experience in complying with the following:

a. Federal and state law, regulations, policies and guidelines regarding Medicaid pharmacy benefits, including reimbursement, PA, drug price inflation, and allowable cost management techniques.
b. HIPAA Regulations on electronic data interchange reporting and patient confidentiality.
c. NYS and home state, if outside of NY, pharmacy and pharmacist licensing/registration requirements

**c) Subcontractors**

List all subcontractors proposed for this contract, providing the following information for each:

**1)** Firm name and address and contact person. Complete description of specific responsibilities to be undertaken under this contract.
**2)** Top-level organizational chart that indicates the reporting relationships with the prime Contractor proposed as part of this RFP.
**3)** Number of years the firm has been in business.
**4)** Relationship between parent, Contractor, subcontractors and all subsidiary companies.
**5)** Descriptive information concerning subcontractors' organizational structure, financial stability and experience with completing the specific functions for which they will be responsible under this contract.
**6)** At least three (3) business references that can demonstrate the subcontractors' prior and/or current experience with the specific functions included in this RFP which they will be completing. (The DOH is particularly interested in current/prior experience with other

Medicaid programs. If the subcontractors are presently providing services for any other state Medicaid programs, those references must be included). Each reference should include the following:

a. Name, address and phone number of the reference client or organization.
b. Number of covered lives/participants in the account.
c. Length of time services have been provided, and status of implementation/operation.
d. Description of the specific services the subcontractors provided.

**A letter of commitment to undertake the specific functions proposed for NYS Medicaid, signed by an authorized representative of the proposed subcontractor, must be included with the proposal.** In addition, audited financial statements for the last three (3) fiscal years for each proposed subcontractors must be included in the proposal.

**d) Experience with Functions Included in this RFP**

This section on the Qualifications is designed to provide detailed information and references to support the bidder's experience in undertaking the specific functions and operations included in Section C. of this RFP. The bidder must describe experience providing specialty pharmacy drugs and services to government agencies, health plans, and insurers. Include experience in developing, implementing and operating a Specialty Pharmacy. Organizations are encouraged to submit only those experiences that are directly related to the RFP requirements. The evaluation process will emphasize the quality as well as the extent of the experiences.

**Note:** In this section, bidders are asked to provide information regarding cost savings associated with programs that they have developed and implemented for other clients in the past. This is for the purpose of evaluating the technical experience of the bidder. **Do not include any projected savings or cost information for the NYS Medicaid proposal in this section**. Financial information for the proposed strategy for NYS should only be included in the Financial Proposal, Volume II.

**1) Summary of Experience and References:** The bidder must complete copies of **TP Form-1, Summary of Experience and References,** summarizing experience with three (3) clients, (one (1) of which must be a former client), which demonstrates the bidder's prior or current experience with the specific functions included in this RFP. The purpose of this information is to provide an overview of the extent of experience with the functions in this RFP and allow the evaluator to confirm experience with the references provided.

Submit one copy of **TP-Form-1, Summary of Experience and References,** Attachment 6a for each reference client providing the following information for each:

a. Name and address of organization, contact name and title, telephone number and e-mail address
b. Specific nature of the specialty pharmacy services provided
c. Service Dates (Length of time served)
d. Number of covered lives/participants

The DOH is particularly interested in current or prior experience providing specialty pharmacy drugs and services for other Medicaid programs. If the bidder is presently providing similar services for any other state Medicaid programs, **a <u>TP Form-1, Summary of Corporate Experience and References, must be filled out for each State Medicaid program serviced</u>.** Specific information on the role of the bidder and examples of services provided should be included.

**2) Development, Implementation and Operation of a Specialty Pharmacy Program: Using TP Form- 2,** Attachment 6b, provide three (3) clients the bidder has provided

specific functions listed; provide detailed information on the organization's specific experience in operating a specialty pharmacy. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. The bidder must describe how they have reduced expenditures for other customers by providing services similar to those described by this RFP. **TP Form-2 must be completed in its entirety.**

**3)** The bidder must provide evidence of the bidder's and its subcontractor(s), as applicable, accreditation(s) as a specialty pharmacy from either the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or the Accreditation Commission for Health Care (ACHC) including the expiration date of the certification.

**e) General Operational Capacity and Experience**

The State requires that the selected bidder have adequate experience and capacities in the key operational functions proposed, and have the overall capacity to undertake the size and scope of the work included in this RFP.

Describe the organization's experience and current capacity for each specific operational function described below.

**1) Dispensing Operation**: Provide an overview of the bidder's dispensing capabilities of specialty drugs, include the following;

a. Total Specialty Pharmacy prescriptions filled per year.
b. Total number of pharmacies and locations
c. Total number of covered lives and total number of patients receiving products and services
d. Total staffing available at current capacity
e. Current ratio Pharmacists and Technicians

**2) Call Center Operations:** Provide an overview and operating statistics for the bidder's current <u>total call center capacity</u> and operations. The following specific information must be included:

a. Call Center capacity and current volume of total utilization/demand by clients, and number of clients served by the call center. Include volume by major category of call types.
b. Pertinent total call statistics (e.g., volume, waiting time, abandonment rate, average length of call).
c. Total staffing available for current capacity and ratio of professional (licensed) and nonprofessional staffing
d. Current call center staff turnover rate.
e. Expansion capabilities and scalability.
f. Organizational performance standards and most recent measurements of performance.
g. Process for training and quality assurance/quality control.
h. Complaint resolution process used.
i. Confidentiality, privacy and security policies and procedures.
j. Summary of disaster recovery and contingency capacity to prevent interruption of service.
k. Special features available: assisting callers with speech and hearing disabilities, multi-language capacity, addressing cultural differences.
l. Describe the location(s) of the corporate call center operations.

**3. Format for Volume I, Part II – Technical Proposal**

This section of the Technical Proposal must include detailed information on how the bidder will accomplish the specific tasks described Section C of the RFP. The Technical Proposal MUST not include any cost figures.

Potential conflict of interest, both actual and perceived, must be disclosed.

**a) General Organizational Structure and Operations:**

**1) Organizational Structure**

a. **Reporting Relationships:** On an organizational chart define the proposed organizational structure to undertake the operation of the Specialty Pharmacy. Include titles of the key positions, relationship to corporate management, lines of reporting, and number and level of staff. Identify the relationship of managers and line staff that will be completing each of the key functions.

b. **Division of Responsibility:** For each organizational unit in the general organizational chart above, describe the major functions to be performed.

**b) Personnel:** The bidder must provide a detailed staffing plan of the proposed project team Indicate the responsibilities each project team member will have in the project. Provide an organizational chart of proposed project team members who will be engaged in the work. Identify by name any subcontractors the bidder intends to use, the service they will perform and provide copies of all proposed subcontracted arrangements. (Do not include any cost information).

For positions specified in Section C.3.h, the Project Manager, Clinical Pharmacist, Clinical Care Coordinator and Call Center Manager, the bidder must provide the number and amount of time stated in terms of full-time equivalents, for such positions to be devoted to this project.

**1)** Complete one copy of **TP Form-3**, **Job description** (see attachment 6c), for the Project Manager, Clinical Pharmacist, Clinical Care Coordinator and Call Center Manager; provide a job description, detailing the objectives and primary responsibilities of the position, job qualifications and educational requirements. Indicate the reporting relationship to the corporate center.

**2)** Complete one copy of **TP Form-4, Personnel Resume** (see attachment 6d)**,** For the Project Manager, Clinical Pharmacist, Clinical Care Coordinator and Call Center Manager; provide relevant professional experiences for each. Include references from previous supervisors and employers. Indicate the percentage of time the individual will be dedicated to the NYS Medicaid account. All references must be current and verifiable, including contact name, address, email and phone number.

**3)** Describe the plan for training personnel and staff for the completion of the scope of work in this contract.

**4)** Identify where each staff will be physically located during the time he or she is engaged in the work.

**5)** For the Pharmacy Staff and Call Center Staff the bidder must provide job descriptions and the qualifications the bidder uses to operate the Specialty Pharmacy.

**c) Work Plan and Implementation Schedule:**

Provide a work plan summarizing the proposed schedule, and key activities required to develop, implement and operate a Specialty Pharmacy Program. See Section C.3.p for more information about the required format for the work plan. The proposed work plan must include the implementation milestones that the bidder must accomplish to successfully implement the program on time. Submit an operational work plan that identifies the major tasks; identify the work elements of each task, the resources assigned to each task, the time

allotted to each element of the task and the deliverable items the bidder will produce.

**d) Detailed Technical Work Plan**

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in C.3 as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach. The bidder's response must clearly distinguish between initial implementation activities and ongoing operations. **Where page limits are imposed, any excess pages will be removed and not scored.** Responses to each of the questions below must be incorporated into the technical plan.

**1) Maintain an Inventory of Specialty Pharmacy Drugs.** (Section C.3.a) (Limit: Twenty pages excluding the list required in 1.a)

a. Provide a list of the contracted manufacturers, wholesalers and distributors of specialty pharmacy drugs with whom the bidder has a contractual relationship. Include the following items, as listed in C.3.b (Manufacturer, Wholesaler, and Distributor Relationships):
   I. Name of manufacturer, wholesaler, or distributor
   II. Product
   III. Length of relationship and remaining term of agreement
   IV. Scope of agreement (general description of products and services)
   V. Experience with physician offices, outpatient clinics, hospital discharge planners, in New York regions
   VI. Limitations and exclusions
   VII. Service expectations and standards (turnaround time).

b. Describe the bidder's approach to the assay management program, including the program goals, allowed percent variances, the process for assay management, and length of experience with assay management. Describe the steps the bidder will take in the event that it does not have a factor product in the inventory that matches the prescribed product.

c. Describe how the bidder guarantees the pedigree of the clotting factor to avoid any type of product mishandling or tampering.

d. Identify all specialty pharmacy drugs included in Attachment 2a, Specialty Pharmacy Drug List, for which:
   I. Access to a supply of drugs is subject to exclusive distribution rights of which the bidder is not part of the network. For these drugs, explain how the bidder will access a supply when prescribed for an MA enrollee.
   II. A local entity, such as a pharmacy, will supply drugs and under which circumstances.
   III. A manufacturer, wholesaler, or distributor will provide specialty pharmacy drugs to enrollees in times of short supply.

e. Describe the bidder's policy for product recalls.

f. Provide the bidder's total purchasing volume and stratified annual purchasing volume.

g. Identify the bidder's stock out rates for the drugs identified in Attachment 2a, Specialty Pharmacy Drug List, and describe its policies and procedures for providing drugs that are out of stock.

h. Describe the bidder's policies to manage products deemed "undeliverable".

i. Describe the bidder's policies and procedures for the procurement and storage of all products with a short shelf life and those requiring special handling.

**2) Coordinate the Provisions of Ancillary Supplies, Equipment and Nursing Services.** (Section C.3.b) (Limit: Ten pages)

a. Describe how the bidder plans to select vendors for ancillary supplies, equipment

and nursing services to be provided to enrollees.

b. Include a list of ancillary supplies and equipment the bidder will provide for the different types of administration of specialty drugs and home infusion therapy, including supplies for the treatment of prevention of bleeding episodes.

**3) Implement and Operate a Specialty Pharmacy Dispensing and Delivery System.** (Section C.3.d) (Limit: Twenty pages)

a. Describe how the bidder intends to operate an efficient, accurate and responsive ordering and refill process, including detail about:
   I. Operating a call center for enrollees and providers, including hours of operation and capabilities to track call center statistics. The proposal should specifically address accommodations for enrollees who have limited English proficiency or who are speech or hearing impaired.
   II. Capability to receive prescriptions and requests for refills. Describe the alternative formats the bidder will use.

b. Identify each location of and how the bidder will ensure adequate staffing for its pharmacies, central distribution centers, any additional distribution sites and call centers and the adequacy of staffing patterns at these locations

c. Describe how the bidder will process prescriptions, dispense specialty pharmacy drugs and submit claims, including detail about how the bidder will:
   I. Conform to accepted standards of practice and quality of service and Medicaid program policies and procedures.
   II. Provide prescribed medications, or in the case of inadequate supply, policies and procedures to change the order.
   III. Validate prior authorized prescriptions; submit accurate claims using eMedNY on-line claims adjudication system. Assure that "clean" prescriptions are turned around within two (2) business days.
   IV. Ensure an accuracy rate of 99.9% per calendar day.

d. Describe the bidder's dispensing policies and procedures related to in-home inventory of factor product for bleeding disorder therapy; refills; emergency prescriptions and emergency refills; replacement costs of damaged prescription drugs; dispensing of drugs with short expiration dates; waste management; returned or undeliverable drugs and educational interventions with prescribers;

e. Describe how the bidder will operate an efficient, accurate and responsive distribution and delivery system. Include descriptions for the following:
   I. Describe "best practices" and precisely how the bidder will ensure that enrollees receive their specialty pharmacy drug(s) when and where needed.
   II. Steps in distribution and delivery to the place of administration. Include an explanation of how the bidder will inform dispensing providers and enrollees regarding the expected timeframes for receipt of delivered items; standard shipping methods and practices used by the bidder; the name of delivery vendor(s) and delivery services provided by each vendor; detail each region, territory, area and location each vendor services; provisions for timely delivery, proper handling and security of drug delivered.
   III. Average turn-around time for a prescription.
   IV. Distribution system back-up system and disaster recovery strategy and process.
   V. Training related to distribution, delivery, handling and storage of specialty pharmacy drugs offered by the bidder to prescribers, hospital discharge planners, providers administering a specialty pharmacy drug, office staff and enrollees and their families/caregivers.
   VI. Distribution of all products with a short shelf life and those requiring special handing.

4) **Implement and Operate a Clinical Support System**. (Section C.3.e) (Limit: Fifteen pages)
   a. Provide an overview of the bidder's clinical support system with examples of how the model reflects "best practices" in managing care.
   b. Provide a detailed description of the bidder's patient care programs, including documentation on the following program components:
      I. For individuals with hemophilia: maximized bleed prevention, maximized treatment reduction, maximized avoidance of emergency room use, management of patient compliance and care coordination with Hemophilia Treatment Centers and other providers of blood factor products.
      II. Individualized education, guidance, counseling and ongoing communication with both enrollees and providers to support patient care.
      III. Optimal compliance with and adherence to drug regimens including the bidder's definition of compliance and how it relates to patient care.
      IV. Care collaboration and coordination.
      V. Improved therapeutic outcomes and how they are monitored and measured.
      VI. Methods of achieving reduced expenditures.
   d. Describe how the bidder plans to coordinate in-home nursing services.

5) **Respond to General Inquiries and Complaints**. (Section C.3.f) (Limit: Three pages)
   a. Describe the bidders' process for responding to providers' and enrollees general inquiries and complaints. Include specific processes for responding to general inquiries and complaints through the call center and those received through written communications. Describe other communication methods the bidder will use for inquiries and complaints, if any.
   b. Describe the bidders proposed process for tracking and reporting all general inquiries and complaints received, as well as their outcomes, to the DOH.

6) **Policies and Procedures** (Section C.3.h) (Limit: Three pages and three examples of policies and procedures)
   a. Provide the bidder's proposed policies and procedures for:
      I. Quality control and quality assurance
      II. Communications with prescribers and enrollees
      III. Admitting new enrollees into the program and assessing their needs as they relate to the patient care program
      IV. Disaster recovery strategy and process for the call center and distribution system
   b. Describe how the bidder will ensure that its staff understands and implements policies and procedures on a day-to-day, ongoing basis.
   c. Describe how the bidder will update any of the policy and procedures as approved by the DOH to be current with new technologies, including how quickly it will implement updated guidelines after the DOH approves them.

7) **Communication**. (Section C.3.i) (Limit: Five pages and three examples)
   a. Describe how the bidder plans to develop and produce materials for providers and enrollees, including how the bidder will work with the DOH to publish communication materials and to comply with DOH requirements for materials.
   b. Provide no more than three (3) examples of education and information material developed by the bidder for enrollees and providers, or similar populations if necessary, that address either training or informational materials about Specialty Pharmacy drugs, patient care programs or care coordination or information and instructions on submitting prescriptions and requesting refills.
   c. Describe the features of the website the bidder proposes to use. Explain how the bidder will ensure that information on the website is current and updated as necessary.

8) **Coordination with the DOH** (Section C.3.j) (Limit: Five pages)
   a. Describe how the bidder will coordinate with the DOH and other entities to achieve DOH goals and objectives for enrollees in the Specialty Pharmacy Program.
   b. Describe how the bidder will assist the DOH to address inquiries and complaints about the Specialty Pharmacy Program.
   c. The DOH's intent is to seek recommendations from the selected pharmacy on ways to improve and streamline administrative functions. Under the current model when a specialty drug requires a prior authorization (PA) the prescriber must call the DOH's PDP contractor to request the PA and the selected pharmacy to arrange for delivery of the drug. Describe how the bidder proposes to modify this process to avoid the two telephone contact by the prescriber.
   d. Describe the bidder's proposed process for evaluating the Specialty Pharmacy Program. Include information about outcomes measures the bidder recommends using to measure program effectiveness.

9) **Plan for Transition to the Specialty Pharmacy and Continuity of Care**. (Section C.3.k) (Limit: Four pages)
   In accordance with program requirements, submit the bidder's proposed plan to transition individuals to the Specialty Pharmacy Program that will ensure uninterrupted access of care and a seamless transition to the specialty pharmacy.

10) **Perform Quality Assurance Monitoring** (Section C.3.l) (Limit: Four pages)
   Describe how the bidder will monitor the quality of all components of the Specialty Pharmacy Program operations. Include a description of measures the bidder will use and specifically how it will monitor the dispensing and delivery system of the Specialty Pharmacy Program, responsiveness of both the provider and enrollee call center, ensure accessibility of specialty pharmacy drugs to ,physicians, nurse practitioner, midwives and enrollees, evaluate the patient care programs, and comply with DOH requirements for claims submissions.

11) **Perform Environmental Scanning**. (Section C.3.m) (Limit: Four pages)
   Describe how the bidder will identify and report on trends and practices in specialty pharmacy and home infusion therapy.

12) **Monitoring and Performance Standards** (Section C.3.n) (Limit: Five pages)
   a. Submit the bidder's plan for monitoring its own performance throughout the Contract and complying with the DOH's monitoring process. Identify operational areas that the bidder anticipates may require substantial oversight.
   b. Describe how the bidder will track and report pharmacy staffing levels, successful product recalls, medication delivery statistics, inquiry and complaint statistics, drug substitution practices, standards of practice and quality standards, claims submission statistics, accurate medication dispensing and turnaround time of "clean" prescriptions.
   c. Describe how the bidder will monitor any subcontractors and provide oversight of any work products or onsite participation.

13) **Information Technology (IT)** (Section C.3.o) (Limit: Three pages)
   Describe the bidder's telecommunications and information technology system capabilities that will enable it to fulfill all obligations required by this RFP and the final contract. Address the bidder's ability to meet all minimum IT requirements outlined in, Section C.3.o of this RFP.

14) **Reports and Project Control** (Section C.4) (Limit: Five pages and three examples)

a. Describe how the bidder will meet the reporting requirements established in Section C.4 (Reports and Project Control) for status reports, ad hoc reports, problem identification and resolution reports and ongoing evaluation of the Specialty Pharmacy Program.
b. Describe additional reports the bidder would recommend developing to monitor the activity of the Specialty Pharmacy Program. Provide examples of existing reports that the bidder has developed for past clients.

**4. Format for Volume II- Financial Proposal**

**a) Best Value:** The basis for awarding this contract will be Best Value, which optimizes quality, cost and efficiency, among the responsive and responsible bidders. Such basis shall be whenever possible, quantifiable. Completeness and clarity of cost is essential for the DOH in determining the best value for New York State.

**b) General Instructions:** Bidders must present financial information in the format described below. All cost data in **FP Form-1**, Attachment 6e, must be completed.

Bidders should **not** include any assumptions in their financial proposal. If the bidder includes assumptions in its financial proposal, the DOH may reject the proposal. Bidders should direct in writing to the DOH pursuant to Section F of this RFP any questions about whether a cost or other component is included or applies. All Bidders will then have the benefit of the DOH's written answer so that all proposals are prepared on the same basis.

Currently the DOH establishes Average Wholesale Price (AWP) based on First Data Bank pricing service.

The DOH will reimburse the selected pharmacy at the proposed contract price for specialty drugs in accordance with this RFP after execution of a written contract and the start of the contract term subject to the approval of the Office of the State Comptroller and only after the DOH has issued a notice to proceed.

**c) Proposed contract price for each drug.** The bidder shall use AWP to base the proposed contract rate for each drug within the therapeutic class of drugs covered under the scope of this RFP and as listed in Attachment 2a.

**The proposed contract rate shall include the cost of all the tasks and requirements in the RFP.**

The proposed contract rate for the drug component shall include the cost of all minor ancillary supplies when the ancillary supplies are included in the drug packaging,

The proposed contract rate for the drug component shall not include the cost of ancillary medical supplies, equipment or nursing services needed to administer a drug in the enrollee's home. Payment for ancillary medical supplies, equipment and nursing services needed to administer a drug in the enrollee's home will be on a fee-for-service basis made under the Medicaid program and the Medicaid fees/rate shall apply.

Ancillary medical supplies and equipment needed to administer a drug at a provider site such as a physician's office are the responsibility of the provider administering the drug and should not be included in the proposed contract rate for the drug component.

**d)** The **Bid Form,** included as Attachment 7 in the RFP, must be included in the financial proposal and must be signed by a person authorized to legally bind the company.

## 5. METHOD OF AWARD

During the evaluation process, DOH may require clarifying information from a bidder for the purpose of assuring DOH's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP and, if received by the due date set forth in the DOH request for clarification, will be included as a formal part of the bidder's proposal.

Proposals deemed by DOH to be responsive to the Submission Requirements set forth in this RFP will be evaluated by DOH staff, assisted by other persons as DOH deems appropriate. In order to award the contract, DOH will select the bidder that submits the proposal that offers the best value.

The evaluation of the bids will include, but not be limited to the following considerations:

### a) Pass/Fail Requirements

All proposals will have an initial pass/fail screening for the following requirements:

**1)** The bidder's price for each Specialty Pharmacy drug product (listed in Attachment 2a) is less than current NYS Medicaid reimbursement.
**2)** The bidder is licensed as a pharmacy by NYS Dept. of Education.
**3)** The bidder has at least 5 years experience in the operation of a specialty pharmacy including specialty drug dispensing, delivery, development of educational material relevant to specialty drugs, operation of a specialty drug call center, and coordination of ancillary services that assures the safe and effective administration of specialty drugs.
**4)** The bidder has submitted a Letter of Transmittal signed by an authorized official of the company, binding the bidder to the requirements of the RFP, indicating a willingness and capability to execute and perform a contract containing the terms and conditions specified in the RFP, affirming that the proposal and all provisions of the offer remain in effect for a minimum of three hundred sixty five (365) calendar days, and attesting that the bidder has the ability to provide all drugs listed in Attachment 2a.
**5)** The bidder is accredited by JACHO or ACHC
**6)** The bidder must be enrolled in Medicare and eligible to participate in the NYS Medicaid program

### b) Technical Proposal Score (60 points)

DOH will evaluate and score proposals based on each bidder's ability to perform the Scope of Work and Detailed Specifications described in this RFP.

The evaluation will be based on the bidder's written technical proposal and responses to clarifying questions, if any. Failure to achieve at least 60% of the technical points will not be further evaluated and will result in disqualification.

The following formula will be used to determine each bidder's final technical proposal score:
$t = (x / y) * 60$ where

x = raw technical score of proposal being scored,

y = raw technical score of highest technical scoring proposal,

60 = total technical points available, and

t = normalized technical score for bidder being scored.

The bidder receiving the highest technical score will receive sixty (60) points and the remaining

bids will than be normalized against the highest scored proposal received based on the relative ranking of the technical score.

**c) Financial Proposal Score (40 points)**

For the purposes of evaluation, the First Data Bank AWP as of September 1, 2008 will be utilized. In addition, NY Medicaid utilization data as of 07/01/07 through 12/31/07 per Attachment 2 of the RFP will also be used. In instances where Medicaid utilization is not available, drug utilization will be set at 100, and blood product utilization will be set at 1000.

The Financial Evaluation Team will evaluate and score each bidder's financial proposal. The proposed price will be reviewed for completeness and consistency with instructions and the Financial Proposal Form requirements provided in the RFP. The bidder's financial score will be determined based on the following formula:

$c = (a / b) * 40$ where:

a = total proposal price for the lowest priced financial proposal

b = total proposal price for bidder being evaluated

40 = total cost points available

c = normalized financial score for bidder being scored

The following financial evaluation process will be applied:

The total bid price (attachment 6e, FP Form -1) of each bidder's Specialty Pharmacy Program proposal will be used to calculate the bidder's final financial proposal score. The total price is equal to the individual drug bid price (AWP minus bid %) multiplied times the assumed utilization.

The total financial proposal score will be normalized based on a maximum score of forty (40) points. The total financial proposal score will be normalized against the Specialty Pharmacy Program proposal with the lowest proposal price.

**d) Total Combined Score and Contractors' Selection**

A recommendation will be made regarding the selection of contractor(s) using the following formula:

The normalized technical plus the normalized financial scores for each bid will be added to provide a total combined score for each bidder.

The gross technical score as calculated by the Technical Evaluation Team and the gross cost score as calculated by the Financial Evaluation Team will be normalized to maintain a ratio of sixty percent (60%) technical and forty percent (40%) cost. The Procurement Coordinator will review and combine the bidder's normalized technical score and cost score using the following formula:

Technical Score
Plus: Financial Score
Total Combined Score

The scores will be ranked in order of highest Total Combined Scores, and a selection of the most responsible bidders will be made to the DOH based on the highest Total Combined

Scores. The DOH will then approve the final selections.

If the State is unsuccessful in negotiating a contract with a selected bidder within an acceptable time frame, the State may begin contract negotiations with the next qualified bidder(s) in order to serve and realize the best interests of the State.

Prior to final selection, this RFP and all responses thereto are subject to various State reviews. The DOH, Attorney General, and the Office of the State Comptroller must approve the final contract.

## F. ADMINISTRATIVE

### 1. ISSUING AGENCY

This Request for Proposals (RFP) is a solicitation issued by the New York State Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

### 2. INQUIRIES

All substantive questions must be submitted in writing to:

Carol A. Lindley
Management Specialist III
Division of Financial Planning and Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210
nyssp@health.state.ny.us

Each question raised should cite the RFP section, paragraph and page number to which it refers. Requests to receive responses to written questions will be posted on the DOH's website at http://nyhealth.gov/funding/ . Written questions and requests to receive responses will be accepted until **01/05/09.**

Questions of a technical nature can be addressed in writing via email addressed to Carol Lindley at nyssp@health.state.ny.us. Questions are of a technical nature if they are limited to how to prepare your application (e.g. formatting) rather than relating to the substance of the application.

***Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, must be raised prior to the submission of a proposal.***

**a) Letter of Interest**

The Letter of Interest must be received by the issuing agency no later than **12/22/08.** The Letters of Interest are not mandatory and do not commit the bidder to **submit** a proposal. However, only those potential bidders which have submitted a Letter of Interest will automatically receive written questions and answers relating to the RFP.

**b) Responses**

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at http://www.nyhealth.gov/funding/ by **01/20/09**. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

**c) Notification of Award**

A proposal award notification letter will be sent to the successful bidder indicating a conditional award subject to successful contract negotiations and consistent with the terms of the RFP.

**3. SUBMISSION OF PROPOSAL**

Interested bidders should submit **two (2) original and ten (10) copies of the proposal on paper and one copy on CD ROM in Microsoft Office or Adobe Acrobat (PDF) format.** The proposals will not be accepted any later than **3:00 PM** on **02/09/09.** The proposal transmittal letter must be signed by a legally responsible corporate officer. The Technical Proposal and Cost Proposal must be clearly labeled "Specialty Pharmacy Technical Proposal" and "Specialty Pharmacy Financial Proposal", and should be in two distinct parts, separately sealed and identified. The two sealed packages should be placed in a third package to avoid separation during delivery:

**No cost or pricing information should be in a bidder's Technical Proposal.**

Responses to this solicitation should be clearly marked "Specialty Pharmacy RFP" and directed to:

Carol A. Lindley
Management Specialist III
Division of Financial Planning and Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210

It is the bidders' responsibility to see that bids are delivered to 99 Washington Avenue Suite 720 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Suite 720 will not be considered. **No proposals will be accepted by fax or electronic mail.**

**a)** The **Bid Form** (**Attachment 7**) must be filled out in its entirety.

**b)** The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.

**c)** All evidence and documentation requested under Section E, Proposal Requirements must be provided at the time the proposal is submitted.

During the bid evaluation process, the Department may require clarifying information from a bidder for the purpose of assuring the Department's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with the format set forth in this RFP and will be included as a formal part of the bidder's proposal.

The Department is not responsible for any costs incurred by bidders prior to the issuance of a contract.

**4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:**

**a)** Reject any or all proposals received in response to this RFP.

**b)** Waive or modify minor irregularities in proposals received after prior notification to the bidder.

**c)** Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.

**d)** Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.

**e)** Eliminate mandatory requirements unmet by all offerers.

**f)** If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

**5. Payment**

If awarded a contract, the Contractor shall receive payment by billing the Medicaid program for specialty drugs through eMedNY as a Medicaid enrolled pharmacy.

**6. Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller (OSC). The term of this agreement shall be thirty six (36) months following approval of the contract by the OSC. The State has the option to extend the end-date of this agreement subject to mutual consent of the parties. This agreement may be extended/renewed for two (2) one (1) year periods. The contract rate shall remain the same in the renewal period.

The award of the contract is contingent upon CMS' approval of the 1915(b) waiver.

This agreement may be canceled at any time without cause by the Department of Health. The DOH shall provide the Contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

**7. Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than three months from date of award announcement.

**8. Disclosure of Proposal Contents**

To the extent permitted by law, bidder's proposals will not be disclosed, except for purposes of evaluation, prior to approval by the Office of the State Comptroller of the resulting contract. All material submitted becomes the property of the State and may be returned at the State's sole discretion. Submitted proposals may be reviewed and evaluated by any person designated by the State, other than one associated with a competing bidder. Selection or rejection of a proposal does not affect this right. If a bidder believes that any information in its proposal constitutes a trade secret and wishes such information not to be disclosed if requested pursuant to the NYS Freedom of Information Law, Article 6 of the Public Officers Law, the bidder must submit with its transmittal letter a request for non-disclosure of trade secrets. This request must specifically identify page number, line or other appropriate designation that information considered to be a trade secret as well as a detailed explanation of such information.

Failure by a bidder to submit such a letter with its offer identifying trade secrets shall constitute a

waiver by the bidder of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to the protection of trade secrets.

The State reserves the right to approve or disapprove any such requests for information to be considered proprietary and will notify the bidder as to its determination. After the contract is approved, the contents of the proposals shall be considered public information, with the exception of proprietary information identified by the bidder and approved by the State.

**9. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at https://portal.osc.state.ny.us. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

**10. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The winning bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

Both of these forms are included as attachments to this document.

**11. Lobbying Statute**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

**a)** makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;

**b)** requires the above mentioned governmental entities to record all contacts made by lobbyists and Contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

**c)** requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

**d)** authorizes the Temporary State Commission on Lobbying to impose fines and penalties

against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

**e)** directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

**f)** requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

**g)** expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

**h)** modifies the governance of the Temporary State Commission on lobbying;

**i)** provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

**j)** increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

**k)** establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).
Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

**12. Accessibility of State Agency Web-based Intranet and Internet Information and Applications**

Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, *Accessibility Web-Based Information and Applications*, and New York State Enterprise IT Standard NYS-S08-005, *Accessibility of Web-Based Information Applications*, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, Contractors or other and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

**13. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law

(GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: http://www.cscic.state.ny.us/security/securitybreach/

**14. New York State Tax Law Section 5-a**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractors, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractors exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractors must complete and submit directly to the New York State Taxation and Finance, Contractors Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractors, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractors must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the Contractors filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

## G. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts

- APPENDIX B - Request for Proposal

- APPENDIX C - Proposal
  The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.

- APPENDIX D - General Specifications

- APPENDIX E
  Unless the CONTRACTORS is a political sub-division of New York State, the CONTRACTORS shall provide proof, completed by the CONTRACTORS' insurance carrier and/or the Workers' Compensation Board, of coverage for:

  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

    - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

    - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

    - **DB-120.1** – Certificate of Disability Benefits Insurance

    - **DB-155** – Certificate of Disability Benefits Self-Insurance

- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

- Appendix L- Standby Letter Of Credit Commitment Letter

- Appendix X- Modification Agreement Form

**H. ATTACHMENTS**

1. Resources
2. Tables
3. Physician Enrollment
4. Co-Payments
5. Pharmacy Reimbursement
6. Bidder's Response Forms
7. NYS DOH Bid Form
8. NYS DOH No Bid Form

9. Vendor Responsibility Attestation
10. Appendix A- Standard Clauses for All New York State Contracts
11. Appendix D- General Specifications
12. Appendix E
    - Workers Compensation E-1
    - Disability Benefits E-2
13. Appendix H- Health Insurance and Accountability Act (HIPAA)
14. Appendix L- Standby Letter Of Credit Commitment Letter
15. NYS Taxation and Finance Contractors Certification Form ST-220-TD
16. NYS Taxation and Finance Contractors Certification Form ST-220-CA
17. State Consultant Services Form A, Contractor's Planned Employment
18. State Consultant Services Form B, Contractor's Annual Employment Report
19. Appendix X- Modification Agreement Form

# ATTACHMENT 1

# Resources

**Specialty Pharmacy Legislation (ATT 1a)**
**Specialty Pharmacy Definitions (ATT 1b)**
**Medicaid Enrollees by Counties (ATT 1c)**
**Department of Health Websites (ATT 1d)**

**REQUEST FOR PROPOSALS**
**SPECIALTY PHARMACY PROGRAM**

# Specialty Pharmacy Legislation

**New York State Social Services Law, Article Five, Title 11, Section 367-a, subdivision 9, paragraph (g):**

** (g) Notwithstanding any other provision of this subdivision to the contrary, the department is authorized to implement a specialty pharmacy program for the purpose of procuring certain specialty drugs at reduced cost. The department is authorized to enter into contracts with one or more contractors in order to obtain certain specialty drugs from a limited number of sources at reduced prices. For purposes of this paragraph, specialty drugs include, but are not limited to, chemotherapy agents, hydration therapy agents, pain therapy agents, intravenous administration of antibiotics or other drugs, and total parenteral nutrition. All contracts entered into by the department to effectuate the provisions of this section shall require the contractors to take steps to assure that drugs provided pursuant to such contracts will be readily accessible to consumers in a fashion that is no more restrictive than that which was in effect prior to the implementation of the specialty pharmacy program. This paragraph shall be effective only to the extent that federal financial participation is available in the cost of drugs obtained pursuant to this paragraph. The commissioner of health is authorized to submit amendments to the state plan for medical assistance and to submit applications for waivers under the social security act to obtain the federal approvals necessary to implement this paragraph.

** NB Effective October 1, 2008

**REQUEST FOR PROPOSAL**
**SPECIALTY PHARMACY PROGRAM**

## Definitions

**Carve out-** Pharmacy benefits are separated from the Managed Care and Family Health Plus contract and are paid on a fee-for-service basis.

**"Clean" Prescription** - A prescription received by the pharmacy that needs no further intervention in ordered to be dispensed.

**Enrollees** – any individual in receipt of benefits under the approved New York State Plan for Medical Assistance.

**Family Health Plus (FHP)** -Family Health Plus provides comprehensive coverage for adults aged 19 to 64 who have income and or resources to high to qualify for Medicaid. Health care is provided to enrollees through a participating managed care plan. Pharmacy benefits are "carved out" of the health plan benefit package to the fee-for-service program.

**Fee For Service (FFS)** - a method of Medicaid reimbursement that is payment to providers for services rendered to enrollees subsequent to, and specifically for, the rendering of those services.

**Medicaid Managed Care (MMC)** - Medicaid Managed Care plans focus on preventive health care and provide enrollees with a medical home for themselves and their families. Health care is provided to enrollees through participating managed care plans. A service not covered by the health plan and is a covered Medicaid service, is covered through the fee-for-service program. Pharmacy benefits are "carved out" of the health plan benefit package to the fee-for-service program.

**Ordered Ambulatory** – Ordered ambulatory services are specific services provided to non-registered clinic patients at the facility, upon the order and referral of a physician, physician's assistant, dentist or podiatrist who is not employed by or under contract with the clinic, to test, diagnose or treat the patient. Ordered ambulatory services include laboratory services, diagnostic radiology services, pharmacy services, ultrasound services, rehabilitation therapy, diagnostic services and psychological evaluation services.

**Provider** – For the purpose of this RFP health care provider will be defined as physician, nurse practitioner, and midwife.

**Specialty Drugs** – For the purposes of this RFP specialty drugs can include, but are not limited to, chemotherapy agents, hydration therapy agents, pain therapy agents, intravenous administration of antibiotics or other drugs, total parenteral nutrition and blood products.

Specialty drugs are typically high cost drugs, used to treat acute and chronic conditions. They often require special handling, and can be self-administered in the home or administered by a health care provider in the home or practitioner's office. Specialty drugs are often associated with complex drug regimes and require patient education, monitoring and clinical support.

**Turn-around-** The amount of time that elapses between receipt of an order, initiated by an enrollee or prescriber, to the point the order leaves for delivery.

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## MEDICAID
### Number of Medicaid Enrollees by Category of Eligibility by Social Service District
### February 2008

**Rev.5/12/08**

| Social Services District | TOTAL MEDICAID ELIGIBLES | Medicaid and Subsistence | | | | | | Medicaid Only | | | | | | | | Social Services District |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | TANF CHILDREN | TANF ADULTS | SAFETY NET CHILDREN | SAFETY NET ADULTS | SSI AGED | SSI BLIND & DISABLED | TANF CHILDREN | TANF ADULTS | SAFETY NET CHILDREN | SAFETY NET ADULTS | AGED | BLIND & DISABLED | FAMILY HEALTH PLUS | OTHER | |
| New York State | 4,104,066 | 231,756 | 76,302 | 115,499 | 138,235 | 155,131 | 531,653 | 1,188,077 | 352,255 | 52,683 | 317,205 | 225,748 | 150,258 | 542,125 | 27,139 | New York State |
| New York City | 2,705,902 | 158,629 | 47,757 | 90,957 | 102,032 | 123,695 | 308,848 | 748,670 | 198,310 | 45,962 | 268,171 | 123,650 | 61,636 | 404,350 | 23,235 | New York City |
| Rest of State | 1,398,164 | 73,127 | 28,545 | 24,542 | 36,203 | 31,436 | 222,805 | 439,407 | 153,945 | 6,721 | 49,034 | 102,098 | 88,622 | 137,775 | 3,904 | Rest of State |
| Albany | 36,589 | 2,337 | 930 | 799 | 1,131 | 594 | 6,669 | 10,485 | 3,941 | 184 | 1,373 | 2,632 | 2,535 | 2,945 | 34 | Albany |
| Allegany | 8,295 | 453 | 212 | 75 | 137 | 180 | 1,383 | 2,507 | 1,060 | 59 | 327 | 543 | 519 | 839 | 1 | Allegany |
| Broome | 32,739 | 2,035 | 855 | 671 | 1,133 | 469 | 5,809 | 9,436 | 3,860 | 119 | 811 | 2,360 | 2,110 | 3,056 | 15 | Broome |
| Cattaraugus | 13,545 | 403 | 160 | 86 | 180 | 281 | 2,136 | 4,391 | 1,631 | 187 | 391 | 1,187 | 924 | 1,581 | 7 | Cattaraugus |
| Cayuga | 12,016 | 454 | 172 | 83 | 178 | 295 | 1,592 | 4,193 | 2,049 | 31 | 425 | 948 | 686 | 906 | 4 | Cayuga |
| Chautauqua | 26,356 | 1,620 | 581 | 524 | 663 | 594 | 3,913 | 7,973 | 3,069 | 130 | 1,143 | 2,052 | 1,651 | 2,439 | 4 | Chautauqua |
| Chemung | 17,208 | 1,187 | 441 | 314 | 434 | 377 | 2,944 | 5,156 | 2,052 | 91 | 535 | 1,172 | 1,031 | 1,469 | 5 | Chemung |
| Chenango | 9,694 | 269 | 96 | 23 | 88 | 93 | 1,490 | 3,343 | 1,371 | 58 | 350 | 821 | 828 | 863 | 1 | Chenango |
| Clinton | 13,892 | 756 | 325 | 127 | 322 | 416 | 2,436 | 3,957 | 1,786 | 70 | 499 | 900 | 1,094 | 1,198 | 6 | Clinton |
| Columbia | 7,475 | 320 | 150 | 54 | 157 | 194 | 1,392 | 2,355 | 756 | 22 | 170 | 580 | 571 | 747 | 7 | Columbia |
| Cortland | 8,374 | 399 | 202 | 87 | 185 | 213 | 1,069 | 2,850 | 1,027 | 26 | 245 | 605 | 461 | 1,001 | 4 | Cortland |
| Delaware | 6,738 | 161 | 52 | 11 | 73 | 187 | 1,040 | 2,194 | 754 | 66 | 390 | 673 | 481 | 654 | 2 | Delaware |
| Dutchess | 23,866 | 922 | 460 | 216 | 502 | 582 | 4,406 | 7,089 | 2,126 | 446 | 811 | 2,014 | 2,049 | 2,175 | 68 | Dutchess |
| Erie | 146,504 | 10,684 | 3,551 | 3,944 | 5,295 | 1,524 | 26,327 | 40,470 | 14,846 | 542 | 6,320 | 9,176 | 8,536 | 15,121 | 168 | Erie |
| Essex | 5,276 | 104 | 41 | 11 | 57 | 81 | 930 | 1,578 | 617 | 32 | 196 | 435 | 439 | 752 | 3 | Essex |
| Franklin | 8,445 | 327 | 131 | 81 | 125 | 137 | 1,590 | 2,530 | 1,112 | 10 | 296 | 498 | 781 | 827 | 0 | Franklin |
| Fulton | 11,617 | 194 | 78 | 16 | 96 | 165 | 1,809 | 3,888 | 1,605 | 93 | 480 | 1,080 | 845 | 1,267 | 1 | Fulton |
| Genesee | 7,952 | 273 | 94 | 42 | 127 | 159 | 946 | 2,569 | 1,104 | 241 | 297 | 598 | 497 | 961 | 44 | Genesee |
| Greene | 6,895 | 360 | 174 | 75 | 158 | 192 | 1,159 | 2,033 | 816 | 11 | 227 | 523 | 513 | 652 | 2 | Greene |
| Hamilton | 478 | 12 | 5 | 0 | 4 | 5 | 70 | 127 | 40 | 16 | 20 | 73 | 40 | 66 | 0 | Hamilton |
| Herkimer | 11,674 | 308 | 146 | 41 | 144 | 167 | 1,582 | 4,020 | 1,611 | 45 | 435 | 855 | 728 | 1,545 | 47 | Herkimer |
| Jefferson | 17,157 | 434 | 156 | 67 | 192 | 231 | 2,703 | 5,876 | 2,838 | 54 | 491 | 1,291 | 944 | 1,836 | 44 | Jefferson |
| Lewis | 4,353 | 57 | 26 | 13 | 35 | 90 | 600 | 1,506 | 688 | 5 | 158 | 474 | 247 | 454 | 0 | Lewis |
| Livingston | 7,130 | 258 | 124 | 58 | 173 | 39 | 1,055 | 2,368 | 994 | 16 | 294 | 486 | 553 | 711 | 1 | Livingston |
| Madison | 8,983 | 232 | 113 | 15 | 81 | 91 | 1,333 | 3,243 | 1,248 | 15 | 329 | 651 | 654 | 975 | 3 | Madison |
| Monroe | 116,072 | 11,225 | 3,946 | 5,726 | 7,168 | 2,444 | 19,358 | 30,205 | 9,949 | 551 | 3,782 | 6,019 | 6,232 | 9,136 | 331 | Monroe |
| Montgomery | 10,101 | 393 | 137 | 36 | 152 | 164 | 1,487 | 3,477 | 1,336 | 47 | 447 | 803 | 532 | 1,089 | 1 | Montgomery |
| Nassau | 106,642 | 3,887 | 1,777 | 1,332 | 1,938 | 5,322 | 15,530 | 31,307 | 9,852 | 162 | 1,943 | 10,502 | 7,512 | 14,528 | 1,050 | Nassau |

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## MEDICAID
### Number of Medicaid Enrollees by Category of Eligibility by Social Service District
### February 2008

**Rev.5/12/08**

| Social Services District | TOTAL MEDICAID ELIGIBLES | Medicaid and Subsistence | | | | | | Medicaid Only | | | | | | | | Social Services District |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | TANF CHILDREN | TANF ADULTS | SAFETY NET CHILDREN | SAFETY NET ADULTS | SSI AGED | SSI BLIND & DISABLED | TANF CHILDREN | TANF ADULTS | SAFETY NET CHILDREN | SAFETY NET ADULTS | AGED | BLIND & DISABLED | FAMILY HEALTH PLUS | OTHER | |
| Niagara | 31,968 | 1,780 | 723 | 575 | 1,070 | 419 | 5,116 | 9,414 | 3,788 | 219 | 1,401 | 2,087 | 2,063 | 3,308 | 5 | Niagara |
| Oneida | 41,240 | 2,865 | 1,048 | 707 | 839 | 729 | 7,890 | 12,417 | 3,940 | 119 | 1,129 | 2,841 | 2,434 | 4,280 | 2 | Oneida |
| Onondaga | 67,307 | 4,675 | 1,612 | 1,310 | 1,534 | 1,825 | 11,389 | 21,158 | 7,769 | 139 | 1,849 | 3,842 | 4,075 | 6,095 | 35 | Onondaga |
| Ontario | 11,085 | 531 | 245 | 110 | 264 | 281 | 1,566 | 3,465 | 1,361 | 16 | 248 | 1,064 | 827 | 1,105 | 2 | Ontario |
| Orange | 50,089 | 2,212 | 857 | 734 | 771 | 1,124 | 5,240 | 20,980 | 6,629 | 235 | 1,658 | 2,895 | 2,743 | 3,856 | 155 | Orange |
| Orleans | 7,094 | 375 | 174 | 101 | 204 | 97 | 899 | 2,324 | 703 | 104 | 338 | 525 | 483 | 767 | 0 | Orleans |
| Oswego | 21,752 | 811 | 367 | 140 | 243 | 141 | 3,111 | 7,820 | 3,004 | 94 | 811 | 834 | 1,385 | 2,991 | 0 | Oswego |
| Otsego | 8,127 | 105 | 56 | 9 | 58 | 123 | 1,267 | 2,714 | 1,108 | 70 | 357 | 631 | 791 | 837 | 1 | Otsego |
| Putnam | 4,521 | 71 | 38 | 4 | 36 | 156 | 830 | 1,330 | 407 | 28 | 158 | 529 | 503 | 420 | 11 | Putnam |
| Rensselaer | 21,192 | 1,405 | 672 | 366 | 378 | 299 | 3,474 | 6,166 | 2,367 | 251 | 1,170 | 1,507 | 1,609 | 1,523 | 5 | Rensselaer |
| Rockland | 49,156 | 999 | 485 | 462 | 544 | 1,386 | 3,536 | 23,344 | 7,089 | 136 | 1,502 | 2,831 | 1,581 | 5,034 | 227 | Rockland |
| St. Lawrence | 19,980 | 847 | 329 | 179 | 382 | 284 | 3,624 | 6,292 | 2,760 | 63 | 626 | 1,437 | 1,487 | 1,652 | 18 | St. Lawrence |
| Saratoga | 17,360 | 251 | 124 | 28 | 132 | 232 | 2,582 | 5,673 | 2,238 | 49 | 535 | 1,819 | 1,733 | 1,953 | 11 | Saratoga |
| Schenectady | 20,549 | 1,258 | 436 | 364 | 424 | 322 | 4,855 | 6,063 | 1,945 | 286 | 541 | 1,292 | 1,208 | 1,517 | 38 | Schenectady |
| Schoharie | 4,327 | 106 | 51 | 10 | 48 | 159 | 588 | 1,500 | 562 | 8 | 173 | 342 | 276 | 503 | 1 | Schoharie |
| Schuyler | 2,937 | 162 | 82 | 17 | 69 | 42 | 422 | 894 | 360 | 8 | 132 | 226 | 179 | 344 | 0 | Schuyler |
| Seneca | 4,154 | 118 | 51 | 21 | 35 | 38 | 677 | 1,352 | 571 | 21 | 106 | 319 | 392 | 453 | 0 | Seneca |
| Steuben | 16,627 | 691 | 325 | 208 | 376 | 193 | 3,028 | 5,334 | 2,092 | 14 | 462 | 1,442 | 1,082 | 1,361 | 19 | Steuben |
| Suffolk | 123,443 | 4,954 | 1,968 | 1,617 | 3,061 | 3,264 | 20,251 | 39,592 | 11,642 | 564 | 5,393 | 10,598 | 8,264 | 11,838 | 437 | Suffolk |
| Sullivan | 13,096 | 710 | 323 | 134 | 302 | 224 | 2,375 | 4,312 | 1,238 | 23 | 271 | 908 | 938 | 1,323 | 15 | Sullivan |
| Tioga | 7,231 | 315 | 160 | 43 | 123 | 154 | 1,000 | 2,415 | 1,032 | 80 | 282 | 532 | 416 | 678 | 1 | Tioga |
| Tompkins | 10,260 | 563 | 285 | 128 | 324 | 201 | 1,473 | 3,201 | 1,536 | 64 | 421 | 562 | 730 | 746 | 26 | Tompkins |
| Ulster | 22,050 | 1,107 | 520 | 200 | 490 | 396 | 3,983 | 6,420 | 2,366 | 123 | 753 | 1,642 | 1,575 | 2,458 | 17 | Ulster |
| Warren | 7,517 | 140 | 59 | 14 | 85 | 107 | 1,498 | 2,356 | 783 | 19 | 168 | 866 | 636 | 783 | 3 | Warren |
| Washington | 8,815 | 269 | 113 | 35 | 116 | 213 | 1,382 | 3,009 | 1,185 | 48 | 179 | 717 | 751 | 797 | 1 | Washington |
| Wayne | 10,738 | 435 | 161 | 65 | 228 | 174 | 1,990 | 3,732 | 1,264 | 4 | 150 | 793 | 697 | 1,038 | 7 | Wayne |
| Westchester | 101,538 | 5,058 | 2,022 | 2,412 | 3,012 | 3,467 | 14,915 | 32,307 | 9,112 | 601 | 4,831 | 8,354 | 5,160 | 9,273 | 1,014 | Westchester |
| Wyoming | 4,258 | 151 | 70 | 17 | 84 | 56 | 620 | 1,387 | 476 | 1 | 97 | 453 | 339 | 507 | 0 | Wyoming |
| Yates | 3,687 | 99 | 54 | 5 | 43 | 44 | 466 | 1,310 | 480 | 5 | 108 | 259 | 272 | 542 | 0 | Yates |

- As of October 1, 2001, the Disaster Relief Medicaid program was established as a result of the World Trade Center attack
- As of October 1, 2001, the Family Health Plus program was implemented in the Rest of State districts.
- As of February 1, 2002, the Family Health Plus program was implemented in New York City.

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## New York State Department of Health Medicaid Program
## Website Resources

Below is a listing of documents available on the New York State Department of Health's Medicaid website. Please note this listing is only a sample of the most relevant documents electronically available and related to the Department's Medicaid pharmacy program.

- **New York State Department of Health home page:**
  http://www.nyhealth.gov/

- **Medicaid home page:**
  http://www.nyhealth.gov/health_care/medicaid/index.htm

- **Medicaid Update:**
  http://www.nyhealth.gov/health_care/medicaid/program/update/main.htm

- **eMedNY website:**

  - Home Page:
    http://www.emedny.org

  - Frequently Asked Questions:
    http://www.emedny.org/info/faq/index.html

  - All Provider Manuals:
    http://www.emedny.org/providermanuals/index.html

  - Pharmacy Provider Manual:
    http://www.emedny.org/ProviderManuals/Pharmacy/index.html

  - Pharmacy Provider Communications:
    http://www.emedny.org/ProviderManuals/Pharmacy/communications.html

  - Formulary File:
    http://www.emedny.org/info/formfile.html

  - Home Health Provider Manual:
    http://www.emedny.org/ProviderManuals/HomeHealth/index.html

  - DME Provider Manual
    http://www.emedny.org/ProviderManuals/DME/index.html

  - Fraud Alerts:
    http://www.emedny.org/info/fraud.html

- **Prior Authorization Programs (Preferred Drug , Clinical Drug Review, And Mandatory Generic):**
  https://newyork.fhsc.com/sitemap.asp

- **Pharmacy and Therapeutics website:**
  http://www.nyhealth.gov/health_care/medicaid/program/ptcommittee

- **Drug Utilization Review website:**
  http://www.nyhealth.gov/health_care/medicaid/program/dur

# ATTACHMENT 2

# Tables:

## List of Specialty Drugs (ATT 2a)
## NY Medicaid Specialty Drug Utilization (ATT 2b)
## Volume and Expenditures (ATT 2c)

# SPECIALTY PHARMACY PROGRAM
## Specialty Pharmacy Drug List

| CATEGORY | DRUG LABEL NAME | GENERIC NAME |
|---|---|---|
| ADRENOCORTICOTROPHIC HORMONES | **ACTHAR H.P.*** | CORTICOTROPIN |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | AVONEX | INTERFERON BETA-1A |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | BETASERON | INTERFERON BETA-1B |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | COPAXONE | GLATIRAMER ACETATE |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | REBIF | INTERFERON BETA-1A/ALBUMIN |
| ALKYLATING AGENTS | TEMODAR CAPSULE | TEMOZOLOMIDE |
| AMINOGLYCOSIDES | TOBI | TOBRAMYCIN/0.25 NORMAL SALINE |
| ANALGESICS, NEURONAL-TYPE CALCIUM CHANNEL BLOCKERS | **PRIALT*** | ZICONOTIDE ACETATE |
| ANTIEMETIC/ANTIVERTIGO AGENTS | **ALOXI*** | PALONOSETRON HCL |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ANZEMET | DOLASETRON MESYLATE |
| ANTI-FLAM. INTERLEUKIN-1 RECEPTOR ANTAGONIST | KINERET | ANAKINRA |
| ANTIHEMOPHILIC FACTORS | ADVATE | ANTIHEMOPH.FVIII PLAS/ALB FREE |
| ANTIHEMOPHILIC FACTORS | ALPHANATE | ANTIHEMOPHILIC FACTOR,HUMAN |
| ANTIHEMOPHILIC FACTORS | FEIBA VH IMMUNO | ANTI-INHIBITOR COAGULANT COMP. |
| ANTIHEMOPHILIC FACTORS | GENARC | ANTIHEMOPHILIC FACTOR (FACTOR VIII), REC |
| ANTIHEMOPHILIC FACTORS | HELIXATE FS | ANTIHEMOPHILIC FACTOR, HUM REC |
| ANTIHEMOPHILIC FACTORS | HEMOFIL M | ANTIHEMOPHILIC FACTOR,HUMAN |
| ANTIHEMOPHILIC FACTORS | HUMATE-P | AHF,HUMAN/VWF,HUMAN |
| ANTIHEMOPHILIC FACTORS | KOATE-DVI | ANTIHEMOPHILIC FACTOR,HUMAN |
| ANTIHEMOPHILIC FACTORS | MONOCLATE-P | ANTIHEMOPHILIC FACTOR (FACTOR VIII), HUMAN |
| ANTIHEMOPHILIC FACTORS | KOGENATE FS | ANTIHEMOPHILIC FACTOR, HUM REC |
| ANTIHEMOPHILIC FACTORS | NOVOSEVEN | FACTOR VIIA,RECOMB(BHK CELLS) |
| ANTIHEMOPHILIC FACTORS | RECOMBINATE | ANTIHEMOPHILIC FACTOR, HUM REC |
| ANTIHEMOPHILIC FACTORS | REFACTO | ANTIHEMOPHILIC FACTOR (FACTOR VIII), REC |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | ENBREL | ETANERCEPT |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | HUMIRA | ADALIMUMAB |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC | **ORTHOVISC*** | HYALURONATE SODIUM |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC | **SUPARTZ*** | HYALURONATE SODIUM |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC | **SYNVISC SYRINGE*** | HYLAN G-F 20 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC | **EUFLEXXA*** | HYALURONATE SODIUM |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC | **HYALGAN*** | HYALURONATE SODIUM |
| ANTILEPROTICS | THALOMID CAPSULE | THALIDOMIDE |
| ANTIMETABOLITES | **ALIMTA*** | PEMETREXED DISODIUM |
| ANTIMETABOLITES | **NIPENT*** | PENTOSTATIN |
| ANTIMETABOLITES | **PENTOSTATIN*** | PENTOSTATIN |
| ANTIMETABOLITES | VIDAZA | AZACITIDINE |
| ANTIMETABOLITES | XELODA TABLET | CAPECITABINE |
| ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBODY | **ERBITUX*** | CETUXIMAB |
| ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBODY | **HERCEPTIN*** | TRASTUZUMAB |
| ANTINEOPLAST HUM VEGF INHIBITOR RECOMB MC ANTIBODY | **AVASTIN*** | BEVACIZUMAB |
| ANTINEOPLASTIC IMMUNOMODULATOR AGENTS | REVLIMID CAPSULE | LENALIDOMIDE |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | **ELIGARD*** | LEUPROLIDE ACETATE |

# SPECIALTY PHARMACY PROGRAM
## Specialty Pharmacy Drug List

| CATEGORY | DRUG LABEL NAME | GENERIC NAME |
|---|---|---|
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON | LEUPROLIDE ACETATE |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON DEPOT | LEUPROLIDE ACETATE |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | **VIADUR IMPLANT KIT*** | LEUPROLIDE/LIDOCAINE HCL |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | **ZOLADEX*** | GOSERELIN ACETATE |
| LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS | **SUPPRELIN LA*** | HISTRELIN AC |
| LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS | **VANTAS*** | HISTRELIN AC |
| LHRH(GNRH) ANTAGONIST,PITUIT.SUPPRS | **PLENAXIS*** | ABARELIX |
| LHRH(GNRH) ANTAGONIST,PITUIT.SUPPRS | **TRELSTAR DEPOT*** | TRIPTORELIN PAMOATE |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | GLEEVEC TABLET | IMATINIB MESYLATE |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | NEXAVAR TABLET | SORAFENIB TOSYLATE |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SPRYCEL | DASATINIB |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SUTENT | SUNITINIB MALATE |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TARCEVA TABLET | ERLOTINIB HCL |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TASIGNA | NILOTINIB |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | **VELCADE*** | BORTEZOMIB |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | CAMPATH | ALEMTUZUMAB |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | **MYLOTARG*** | GEMTUZUMAB OZOGAMICIN |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | RITUXAN | RITUXIMAB |
| ANTINEOPLASTICS,MISCELLANEOUS | ETOPOSIDE 50 MG CAPSULE | ETOPOSIDE |
| ANTINEOPLASTICS,MISCELLANEOUS | **ONTAK*** | DENILEUKIN DIFTITOX |
| ANTINEOPLASTICS,MISCELLANEOUS | **THERACYS*** | BCG LIVE |
| ANTINEOPLASTICS,MISCELLANEOUS | TICE BCG | BCG LIVE |
| ANTINFLAMMATORY, SEL.COSTIM.MOD.,T-CELL INHIBITOR | **ORENCIA*** | ABATACEPT/MALTOSE |
| ANTIPSORIATIC AGENTS,SYSTEMIC | **AMEVIVE*** | ALEFACEPT |
| ANTIPSORIATIC AGENTS,SYSTEMIC | RAPTIVA 125 MG KIT | EFALIZUMAB |
| ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG | **RISPERDAL CONSTA*** | RISPERIDONE MICROSPHERES |
| ANTISERA | **BAYGAM*** | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | **BAYHEP B*** | HEPATITIS B IMMUNE GLOBULIN |
| ANTISERA | CARIMUNE | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | CYTOGAM | CYTOMEGALOVIRUS IMMUNE GLOB |
| ANTISERA | FLEBOGAMMA | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | GAMASTAN S/D VIAL | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | GAMIMUNE N | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | GAMMAGARD | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | GAMMAR-P | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | GAMUNEX | IMMUNE GLOB,GAM CAPRYLATE(IGG) |
| ANTISERA | **HYPERHEP B*** | HEPATITIS B IMMUNE GLOBULIN |
| ANTISERA | **HYPERRHO*** | RHO(D) IMMUNE GLOBULIN |
| ANTISERA | **IMMUNE GLOBULIN VIAL*** | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | **MICRHOGAM PLUS ULTRA-FILTD*** | RHO(D) IMMUNE GLOBULIN |
| ANTISERA | NABI-HB | HEPATITIS B IMMUNE GLOBULIN |
| ANTISERA | PANGLOBULIN | IMMU GLOBULIN,GAMMA (IGG) |

# SPECIALTY PHARMACY PROGRAM
## Specialty Pharmacy Drug List

| CATEGORY | DRUG LABEL NAME | GENERIC NAME |
|---|---|---|
| ANTISERA | **POLYGAM S/D*** | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | **RHOGAM ULTRA-FILTERED PLUS*** | RHO(D) IMMUNE GLOBULIN |
| ANTISERA | **RHOPHYLAC*** | RHO(D) IMMUNE GLOBULIN |
| ANTISERA | VIVAGLOBIN | IMMU GLOBULIN,GAMMA (IGG) |
| ANTISERA | **WINRHO SDF*** | RHO(D) IMMUNE GLOBULIN |
| ANTIVIRAL MONOCLONAL ANTIBODIES | SYNAGIS | PALIVIZUMAB |
| BONE FORMATION STIM. AGENTS - PARATHYROID HORMONE | FORTEO 750 MCG/3 ML PEN | TERIPARATIDE |
| BONE RESORPTION INHIBITORS | AREDIA | PAMIDRONATE DISODIUM |
| BONE RESORPTION INHIBITORS | ZOMETA | ZOLEDRONIC ACID |
| CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER | SENSIPAR | CINACALCET HCL |
| DRUGS TO TX CHRONIC INFLAMM. DISEASE OF COLON | **REMICADE*** | INFLIXIMAB |
| FACTOR IX PREPARATIONS | ALPHANINE SD | FACTOR IX |
| FACTOR IX PREPARATIONS | BEBULIN VH IMMUNO | FACTOR IX COMPLEX HUMAN |
| FACTOR IX PREPARATIONS | BENEFIX | FACTOR IX HUMAN RECOMBINANT |
| FACTOR IX PREPARATIONS | MONONINE | MONONINE 1,000 UNITS VIAL |
| FACTOR IX PREPARATIONS | PROFILNINE SD | FACTOR IX COMPLEX HUMAN |
| GROWTH HORMONES | GENOTROPIN | SOMATROPIN |
| GROWTH HORMONES | HUMATROPE | SOMATROPIN |
| GROWTH HORMONES | NORDITROPIN | SOMATROPIN |
| GROWTH HORMONES | NUTROPIN | SOMATROPIN |
| GROWTH HORMONES | NUTROPIN AQ | SOMATROPIN |
| GROWTH HORMONES | SAIZEN | SOMATROPIN |
| GROWTH HORMONES | SEROSTIM | SOMATROPIN |
| GROWTH HORMONES | SOMAVERT | PEGVISOMANT |
| GROWTH HORMONES | TEV-TROPIN | SOMATROPIN |
| GROWTH HORMONES | ZORBTIVE | SOMATROPIN |
| HEMATINICS,OTHER | ARANESP | DARBEPOETIN ALFA |
| HEMATINICS,OTHER | EPOGEN | EPOETIN ALFA |
| HEMATINICS,OTHER | PROCRIT | EPOETIN ALFA |
| HEPARIN AND RELATED PREPARATIONS | ARIXTRA | FONDAPARINUX SODIUM |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN | DALTEPARIN SODIUM,PORCINE |
| HEPARIN AND RELATED PREPARATIONS | INNOHEP | TINZAPARIN SODIUM,PORCINE |
| HEPATITIS C TREATMENT AGENTS | INFERGEN | INTERFERON ALFACON-1 |
| HEPATITIS C TREATMENT AGENTS | PEGASYS | PEGINTERFERON ALFA-2A |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON | PEGINTERFERON ALFA-2B |
| IMMUNOMODULATORS | ALFERON N | INTERFERON ALFA-N3 |
| IMMUNOMODULATORS | INTRON A | INTERFERON ALFA-2B,RECOMB. |
| IMMUNOMODULATORS | PROLEUKIN | ALDESLEUKIN |
| IMMUNOMODULATORS | ROFERON-A | INTERFERON ALFA-2A,RECOMB. |
| INSULIN-LIKE GROWTH FACTOR-1 (IGF-1) HORMONES | INCRELEX | MECASERMIN |
| LEUKOCYTE (WBC) STIMULANTS | LEUKINE | SARGRAMOSTIM |
| LEUKOCYTE (WBC) STIMULANTS | **NEULASTA*** | PEGFILGRASTIM |

# SPECIALTY PHARMACY PROGRAM
## Specialty Pharmacy Drug List

| CATEGORY | DRUG LABEL NAME | GENERIC NAME |
|---|---|---|
| LEUKOCYTE (WBC) STIMULANTS | NEUPOGEN | FILGRASTIM |
| LEUKOCYTE ADHESION INHIB,ALPHA4-MEDIAT IGG4K MC AB | **TYSABRI*** | NATALIZUMAB |
| METABOLIC DISEASE ENZYME REPLACEMENT, FABRY'S DX | **FABRAZYME*** | AGALSIDASE BETA |
| METABOLIC DISEASE ENZYME REPLACEMENT, GAUCHER'S DX | CEREZYME | IMIGLUCERASE |
| METABOLIC DISEASE ENZYME REPLACEMENT,POMPE DISEASE | **MYOZYME*** | ALGLUCOSIDASE ALFA |
| METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSIS | **ALDURAZYME*** | LARONIDASE |
| METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSIS | **ELAPRASE*** | IDURSULFASE |
| METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSIS | **NAGLAZYME*** | GALSULFASE |
| METALLIC POISON,AGENTS TO TREAT | DESFERAL/DEFEROXAMINE | DEFEROXAMINE |
| MONOCLONAL ANTIBODIES TO IMMUNOGLOBULIN E(IGE) | **XOLAIR*** | OMALIZUMAB |
| MUCOLYTICS | PULMOZYME | DORNASE ALFA |
| NEUROMUSCULAR BLOCKING AGENTS | **BOTOX*** | BOTULINUM TOXIN TYPE A |
| NEUROMUSCULAR BLOCKING AGENTS | **MYOBLOC*** | BOTULINUM TOXIN TYPE B |
| OCCULAR PHOTOACTIVATED VESSEL-OCCLUDING AGENT | **VISUDYNE*** | VERTEPORFIN |
| OPHTH VASC. ENDOTHELIAL GROWTH FACTOR ANTAGONISTS | **MACUGEN*** | PEGAPTANIB SODIUM |
| OPHTH. VEGF-A RECEPTOR ANTAG. RCMB MC ANTIBODY | **LUCENTIS*** | RANIBIZUMAB |
| PLATELET PROLIFERATION STIMULANTS | NEUMEGA | OPRELVEKIN |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | LATAIRIS | AMBRISENTAN |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | TRACLEER | BOSENTAN |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | FLOLAN | EPOPROSTENOL NA |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | REMODULIN | TREPROSTINIL SODIUM |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | VENTAVIS | ILOPROST |
| PULMONARY SYSTEMIC ENZYME INHIBITORS | ARALAST | ALPHA-1-PROTEINASE INHIBITOR |
| SOMATOSTATIC AGENTS | SANDOSTATIN LAR | OCTREOTIDE ACETATE |
| SOMATOSTATIC AGENTS | SOMATULINE | LANREOTIDE |
| THYROID FUNCTION DIAGNOSTIC AGENTS | **THYROGEN*** | THYROTROPIN ALFA |
| VITAMIN D PREPARATIONS | CALCIJEX/Calcitriol | CALCITRIOL |
| | | |
| *** DRUGS NOT ELIGIBLE TO BE DISPENSED TO PATIENT- ONLY PHYSICIAN ADMINISTERED** | | |

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| | | | |
| ADRENOCORTICOTROPHIC HORMONES | ACTHAR H.P. GEL 80 UNITS/ML | 23 | 38 |
| | | | |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | AVONEX ADMIN PACK 30 MCG SY | 556 | 2706 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | AVONEX ADMIN PACK 30 MCG VL | 110 | 407 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | BETASERON 0.3 MG VIAL | 230 | 991 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | COPAXONE 20 MG INJECTION KI | 526 | 2154 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | REBIF 22 MCG/0.5 ML SYRINGE | 39 | 89 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | REBIF 44 MCG/0.5 ML SYRINGE | 349 | 1513 |
| AGENTS TO TREAT MULTIPLE SCLEROSIS | REBIF TITRATION PACK | 51 | 51 |
| | | | |
| ALKYLATING AGENTS | TEMODAR 100 MG CAPSULE | 115 | 356 |
| ALKYLATING AGENTS | TEMODAR 140 MG CAPSULE | 33 | 87 |
| ALKYLATING AGENTS | TEMODAR 180 MG CAPSULE | 7 | 16 |
| ALKYLATING AGENTS | TEMODAR 20 MG CAPSULE | 74 | 196 |
| ALKYLATING AGENTS | TEMODAR 250 MG CAPSULE | 37 | 77 |
| ALKYLATING AGENTS | TEMODAR 5 MG CAPSULE | 35 | 76 |
| | | | |
| AMINOGLYCOSIDES | TOBI 300 MG/5 ML SOLUTION | 341 | 679 |
| | | | |
| ANALGESICS, NEURONAL-TYPE CALCIUM CHANNEL BLOCKERS | PRIALT 100 MCG/ML VIAL | N/A | N/A |
| ANALGESICS, NEURONAL-TYPE CALCIUM CHANNEL BLOCKERS | PRIALT 25 MCG/ML VIAL | N/A | N/A |
| | | | |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ALOXI 0.25 MG/5 ML VIAL | 14 | 59 |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ANZEMET 20 MG/ML VIAL | 52 | 243 |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ONDANSETRON 40 MG/ 20 ML VI | 110 | 361 |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ONDANSETRON HCL 32 MG/50 ML | 21 | 41 |
| ANTIEMETIC/ANTIVERTIGO AGENTS | ONDANSETRON HCL 4 MG/2 ML V | 68 | 182 |
| | | | |
| ANTI-FLAM. INTERLEUKIN-1 RECEPTOR ANTAGONIST | KINERET 100 MG/0.67 ML SYR | 18 | 50 |
| | | | |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| ANTIHEMOPHILIC FACTORS | ADVATE 1,500 UNITS VIAL | 1 | 1 |
| ANTIHEMOPHILIC FACTORS | ADVATE 1,801-2,400 UNITS VI | 3 | 4 |
| ANTIHEMOPHILIC FACTORS | ADVATE 2,400-3,600 UNITS VI | 1 | 2 |
| ANTIHEMOPHILIC FACTORS | ADVATE 801-1,200 UNITS VIAL | 2 | 2 |
| ANTIHEMOPHILIC FACTORS | ALPHANATE 1,000-1,500 UNITS | 2 | 16 |
| ANTIHEMOPHILIC FACTORS | ALPHANATE 250-500 UNIT VIAL | 1 | 2 |
| ANTIHEMOPHILIC FACTORS | FEIBA VH IMMUNO 1,750-3,250 | 1 | 7 |
| ANTIHEMOPHILIC FACTORS | FEIBA VH IMMUNO 400-650 UNI | 1 | 7 |
| ANTIHEMOPHILIC FACTORS | FEIBA VH IMMUNO 651-1,200 U | 2 | 9 |
| ANTIHEMOPHILIC FACTORS | GENARC 220-400 UNIT VIAL | 5 | 8 |
| ANTIHEMOPHILIC FACTORS | GENARC 401-800 UNIT VIAL | 16 | 41 |
| ANTIHEMOPHILIC FACTORS | GENARC 801-1,240 UNITS VIAL | 41 | 153 |
| ANTIHEMOPHILIC FACTORS | HELIXATE FS 250 UNITS VIA | 3 | 17 |
| ANTIHEMOPHILIC FACTORS | HELIXATE FS 1,000 UNITS VIA | 4 | 14 |
| ANTIHEMOPHILIC FACTORS | HEMOFIL M 1,701-2,000 UNITS | 2 | 8 |
| ANTIHEMOPHILIC FACTORS | HEMOFIL M 220-400 UNITS VIA | 3 | 8 |
| ANTIHEMOPHILIC FACTORS | HEMOFIL M 801-1,700 UNITS V | 2 | 7 |
| ANTIHEMOPHILIC FACTORS | HUMATE-P 1,200 UNITS KIT | 2 | 1 |
| ANTIHEMOPHILIC FACTORS | HUMATE-P 2,400 UNITS KIT | 1 | 5 |
| ANTIHEMOPHILIC FACTORS | HUMATE-P 600 UNITS KIT | 4 | 7 |
| ANTIHEMOPHILIC FACTORS | KOATE-DVI 1,000 UNITS KIT | 2 | 3 |
| ANTIHEMOPHILIC FACTORS | KOGENATE FS 2,000 UNIT VIAL | N/A | N/A |
| ANTIHEMOPHILIC FACTORS | KOGENATE FS 1,000 UNIT VIAL | 40 | 152 |
| ANTIHEMOPHILIC FACTORS | KOGENATE FS 500 UNIT VIAL | 15 | 44 |
| ANTIHEMOPHILIC FACTORS | KOGENATE FS 250 UNIT VIAL | 4 | 8 |
| ANTIHEMOPHILIC FACTORS | MONOCLATE-P 1,500 UNITS KIT | 2 | 7 |
| ANTIHEMOPHILIC FACTORS | NOVOSEVEN 1,200 MCG VIAL | 6 | 10 |
| ANTIHEMOPHILIC FACTORS | NOVOSEVEN 2,400 MCG VIAL | 1 | 1 |
| ANTIHEMOPHILIC FACTORS | NOVOSEVEN 4,800 MCG VIAL | 8 | 78 |
| ANTIHEMOPHILIC FACTORS | RECOMBINATE 801-1,240 UNITS | 1 | 1 |
| ANTIHEMOPHILIC FACTORS | REFACTO 1,000 UNITS VIAL | 4 | 14 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| ANTIHEMOPHILIC FACTORS | REFACTO 2,000 UNITS VIAL | 2 | 18 |
| ANTIHEMOPHILIC FACTORS | REFACTO 250 UNITS VIAL | 3 | 17 |
| ANTIHEMOPHILIC FACTORS | REFACTO 500 UNITS VIAL | 1 | 8 |
| | | | |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | ENBREL 25 MG KIT | 438 | 1693 |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | ENBREL 25 MG/0.5 ML SYRINGE | 41 | 88 |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | ENBREL 50 MG/ML SURECLICK S | 431 | 1605 |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | ENBREL 50 MG/ML SYRINGE | 965 | 4153 |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | HUMIRA 40 MG/0.8 ML PEN | 287 | 914 |
| ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR | HUMIRA 40 MG/0.8 ML SYRINGE | 763 | 3425 |
| | | | |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | EUFLEXXA 20 MG/2 ML SYRINGE | 17 | 18 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | HYALGAN 10 MG/ML SYRINGE | 59 | 62 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | HYALGAN 10 MG/ML VIAL | 1 | 2 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | ORTHOVISC 15 MG/ML SYRINGE | 2 | 2 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | SUPARTZ 10 MG/ML SYRINGE | 26 | 27 |
| ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC. | SYNVISC SYRINGE | 38 | 42 |
| | | | |
| ANTI-FLAM. INTERLEUKIN-1 RECEPTOR ANTAGONIST | KINERET 100MG/0.67ML SYR | 22 | 74 |
| | | | |
| ANTILEPROTICS | THALOMID 100 MG CAPSULE | 49 | 109 |
| ANTILEPROTICS | THALOMID 150 MG CAPSULE | 3 | 8 |
| ANTILEPROTICS | THALOMID 200 MG CAPSULE | 29 | 65 |
| ANTILEPROTICS | THALOMID 50 MG CAPSULE | 58 | 150 |
| | | | |
| ANTIMETABOLITES | ALIMTA 500 MG VIAL | N/A | N/A |
| ANTIMETABOLITES | NIPENT 10 MG VIAL | N/A | N/A |
| ANTIMETABOLITES | PENTOSTATIN 10 MG VIAL | N/A | N/A |
| ANTIMETABOLITES | VIDAZA 100 MG VIAL | 3 | 4 |
| ANTIMETABOLITES | XELODA 150 MG TABLET | 61 | 129 |
| ANTIMETABOLITES | XELODA 500 MG TABLET | 443 | 1283 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| | | | |
| ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBODY | ERBITUX 100 MG/50 ML VIAL | 2 | 2 |
| ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBODY | HERCEPTIN 440 MG VIAL | 11 | 80 |
| ANTINEOPLAST HUM VEGF INHIBITOR RECOMB MC ANTIBODY | AVASTIN 100 MG/4 ML VIAL | 14 | 51 |
| ANTINEOPLAST HUM VEGF INHIBITOR RECOMB MC ANTIBODY | AVASTIN 400 MG/16 ML VIAL | 11 | 47 |
| ANTINEOPLASTIC IMMUNOMODULATOR AGENTS | REVLIMID 10 MG CAPSULE | 10 | 20 |
| ANTINEOPLASTIC IMMUNOMODULATOR AGENTS | REVLIMID 15 MG CAPSULE | 10 | 17 |
| ANTINEOPLASTIC IMMUNOMODULATOR AGENTS | REVLIMID 25 MG CAPSULE | 37 | 99 |
| ANTINEOPLASTIC IMMUNOMODULATOR AGENTS | REVLIMID 5 MG CAPSULE | 8 | 10 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | ELIGARD 22.5 MG SYRINGE | 3 | 5 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | ELIGARD 45 MG SYRINGE | 2 | 2 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | ELIGARD 7.5 MG SYRINGE | 2 | 4 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON 1 MG/0.2 ML VIAL | 1 | 0 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON DEPOT 22.5 MG 3MO KI | 151 | 237 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON DEPOT 7.5 MG KIT | 164 | 502 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | LUPRON DEPOT-4 MONTH KIT | 148 | 209 |
| LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS | LUPRON DEPOT 11.25 MG 3MO K | 311 | 396 |
| LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS | LUPRON DEPOT 3.75 MG KIT | 732 | 1773 |
| LHRH(GNRH)AGNST PIT.SUP-CENTRAL PRECOCIOUS PUBERTY | LUPRON DEPOT-PED 11.25 MG K | 109 | 325 |
| LHRH(GNRH)AGNST PIT.SUP-CENTRAL PRECOCIOUS PUBERTY | LUPRON DEPOT-PED 15 MG KIT | 97 | 405 |
| LHRH(GNRH)AGNST PIT.SUP-CENTRAL PRECOCIOUS PUBERTY | LUPRON DEPOT-PED 7.5 MG KIT | 42 | 180 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | SUPPRELIN LA | N/A | N/A |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | VANTAS 50 MG KIT | N/A | N/A |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | VIADUR IMPLANT KIT | N/A | N/A |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | ZOLADEX 10.8 MG IMPLANT SYR | 5 | 13 |
| ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR. | ZOLADEX 3.6 MG IMPLANT SYRN | 20 | 53 |
| ANTINEOPLASTIC LHRH(GNRH) ANTAGONIST,PITUITARY SUPPR. | PLENAXIS 100 MG VIAL | N/A | N/A |
| ANTINEOPLASTIC LHRH(GNRH) ANTAGONIST,PITUITARY SUPPR. | TRELSTAR DEPOT 3.75 MG VIAL | N/A | N/A |
| ANTINEOPLASTIC LHRH(GNRH) ANTAGONIST,PITUITARY SUPPR. | TRELSTAR DEPOT 3.75 MG SYRINGE | N/A | N/A |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | GLEEVEC 100 MG TABLET | 79 | 305 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | GLEEVEC 400 MG TABLET | 168 | 697 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | NEXAVAR 200 MG TABLET | 72 | 143 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SPRYCEL 20MG TABLET | 4 | 10 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SPRYCEL 50MG TABLET | 7 | 25 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SPRYCEL 70MG TABLET | 12 | 32 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SUTENT 12.5MG CAPSULE | 8 | 32 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SUTENT 25MG CAPSULE | 12 | 23 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | SUTENT 50MG CAPSULE | 31 | 54 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TARCEVA 100 MG TABLET | 44 | 102 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TARCEVA 150 MG TABLET | 155 | 466 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TARCEVA 25 MG TABLET | 9 | 31 |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | TASIGNA 200 MG CAPSULE | N/A | N/A |
| ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS | VELCADE 3.5 MG VIAL | N/A | N/A |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | MYLOTARG 5 MG VIAL | N/A | N/A |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | CAMPATH 30 MG/ML VIAL | 2 | 8 |
| ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES | RITUXAN 10 MG/ML VIAL | 36 | 90 |
| ANTINEOPLASTICS,MISCELLANEOUS | ETOPOSIDE 50 MG CAPSULE | 34 | 70 |
| ANTINEOPLASTICS,MISCELLANEOUS | ONTAK 150 MCG/ML VIAL | N/A | N/A |
| ANTINEOPLASTICS,MISCELLANEOUS | THERACYS 81 MG VIAL | 3 | 11 |
| ANTINEOPLASTICS,MISCELLANEOUS | TICE BCG VACCINE VIAL | 4 | 17 |
| ANTINEOPLASTICS,MISCELLANEOUS | TICE BCG VIAL | 1 | 7 |
| | | | |
| ANTINFLAMMATORY, SEL.COSTIM.MOD.,T-CELL INHIBITOR | ORENCIA 250 MG VIAL | N/A | N/A |
| | | | |
| ANTIPSORIATIC AGENTS,SYSTEMIC | AMEVIVE 15 MG VIAL | 1 | 6 |
| ANTIPSORIATIC AGENTS,SYSTEMIC | RAPTIVA 125 MG KIT | 62 | 255 |
| | | | |
| ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG | RISPERDAL CONSTA 25 MG SYR | 3 | 5 |
| ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG | RISPERDAL CONSTA 37.5 MG SY | 3 | 9 |
| ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG | RISPERDAL CONSTA 50 MG SYR | 1 | 2 |
| | | | |
| ANTISERA | BAYGAM VIAL | 5 | 64 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| ANTISERA | BAYHEP B SYRINGE | 1 | 1 |
| ANTISERA | CARIMUNE 12 GM VIAL | 29 | 103 |
| ANTISERA | CARIMUNE NF 6 GM VIAL | 46 | 212 |
| ANTISERA | CYTOGAM 2.5 GM VIAL | 1 | 2 |
| ANTISERA | FLEBOGAMMA 5% VIAL | 2 | 11 |
| ANTISERA | GAMASTAN S/D VIAL | 1 | 1 |
| ANTISERA | GAMIMUNE N 10% VIAL | 84 | 628 |
| ANTISERA | GAMMAGARD S/D 10 G (IGA<1) | 27 | 87 |
| ANTISERA | GAMMAGARD S/D 2.5 GM VL W/S | 1 | 2 |
| ANTISERA | GAMMAGARD S/D 5 G (IGA<1) S | 13 | 40 |
| ANTISERA | GAMUNEX 10% VIAL | 39 | 301 |
| ANTISERA | HYPERHEP B S-D NEONATAL SYR | N/A | N/A |
| ANTISERA | HYPERHEP B S-D SYRINGE | N/A | N/A |
| ANTISERA | HYPERHEP B S-D VIAL | N/A | N/A |
| ANTISERA | HYPERHEP SYRINGE | N/A | N/A |
| ANTISERA | HYPERHEP VIAL | N/A | N/A |
| ANTISERA | HYPERRHO S/D SYRINGE | 22 | 22 |
| ANTISERA | HYPERRHO S/D SYRINGE | 1 | 1 |
| ANTISERA | IMMUNE GLOBULIN VIAL | 5 | 66 |
| ANTISERA | MICRHOGAM ULTRA-FILTRD SYRN | 1 | 1 |
| ANTISERA | NABI-HB VIAL | 26 | 142 |
| ANTISERA | PANGOBULIN NF 6GM VIAL | 45 | 213 |
| ANTISERA | RHOGAM ULTRA-FILTERED SYRNG | 12 | 12 |
| ANTISERA | RHOPHYLAC 300 MCG/2 ML SYR | N/A | N/A |
| ANTISERA | VIVAGLOBIN 16% VIAL | 10 | 48 |
| ANTISERA | WINRHO SDF 1,500 UNITS VIAL | 3 | 3 |
| ANTISERA | WINRHO SDF 5,000 UNITS VIAL | 1 | 2 |
| | | | |
| ANTIVIRAL MONOCLONAL ANTIBODIES | SYNAGIS 100 MG/1 ML VIAL | 4699 | 11005 |
| ANTIVIRAL MONOCLONAL ANTIBODIES | SYNAGIS 50 MG/0.5 ML VIAL | 2483 | 4538 |
| | | | |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| BONE FORMATION STIM. AGENTS - PARATHYROID HORMONE | FORTEO 750 MCG/3 ML PEN | 308 | 1201 |
| | | | |
| BONE RESORPTION INHIBITORS | AREDIA 30 MG VIAL | 10 | 26 |
| BONE RESORPTION INHIBITORS | AREDIA 90 MG VIAL | 16 | 37 |
| BONE RESORPTION INHIBITORS | ZOMETA 4 MG/5 ML VIAL | 131 | 443 |
| | | | |
| CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER | SENSIPAR 30MG TABLET | 665 | 1980 |
| CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER | SENSIPAR 60MG TABLET | 334 | 951 |
| CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER | SENSIPAR 90MG TABLET | 158 | 478 |
| | | | |
| DRUGS TO TX CHRONIC INFLAMM. DISEASE OF COLON | REMICADE 100 MG VIAL | 14 | 44 |
| | | | |
| FACTOR IX PREPARATIONS | ALPHANINE SD 250-1,500 UNIT | 1 | 4 |
| FACTOR IX PREPARATIONS | BEBULIN VH IMMUNO 200-1,200 | N/A | N/A |
| FACTOR IX PREPARATIONS | BENEFIX 1,000 UNIT VIAL | 8 | 22 |
| FACTOR IX PREPARATIONS | BENEFIX 1,000 UNITS VIAL | 1 | 1 |
| FACTOR IX PREPARATIONS | BENEFIX 250 UNIT VIAL | 1 | 2 |
| FACTOR IX PREPARATIONS | BENEFIX 500 UNIT VIAL | 5 | 7 |
| FACTOR IX PREPARATIONS | MONONINE 1,000 UNITS VIAL | 2 | 3 |
| FACTOR IX PREPARATIONS | PROFILNINE SD 1,000-1,500 U | N/A | N/A |
| FACTOR IX PREPARATIONS | PROFILNINE SD 500 UNITS VIAL | N/A | N/A |
| | | | |
| GROWTH HORMONES | GENOTROPIN 13.8 MG CARTRIDG | 150 | 445 |
| GROWTH HORMONES | GENOTROPIN 5.8 MG CARTRIDGE | 74 | 227 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 0.2 MG | 4 | 17 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 0.4 MG | 11 | 54 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 0.6 MG | 6 | 29 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 0.8 MG | 3 | 13 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 1 MG | 10 | 28 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 1.2 MG | 2 | 4 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 1.4 MG | 3 | 7 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| GROWTH HORMONES | GENOTROPIN MINIQUICK 1.6 MG | 6 | 22 |
| GROWTH HORMONES | GENOTROPIN MINIQUICK 2 MG | 5 | 24 |
| GROWTH HORMONES | HUMATROPE 12 MG CARTRIDGE | 101 | 277 |
| GROWTH HORMONES | HUMATROPE 24 MG CARTRIDGE | 124 | 318 |
| GROWTH HORMONES | HUMATROPE 5 MG VIAL | 42 | 151 |
| GROWTH HORMONES | HUMATROPE 6 MG CARTRIDGE | 54 | 181 |
| GROWTH HORMONES | NORDITROPIN 15 MG/1.5 ML CR | 37 | 152 |
| GROWTH HORMONES | NORDITROPIN 4 MG VIAL | 5 | 6 |
| GROWTH HORMONES | NORDITROPIN 5 MG/1.5 ML CRT | 10 | 37 |
| GROWTH HORMONES | NORDITROPIN NORDIFLEX 5 MG/ | 9 | 35 |
| GROWTH HORMONES | NORDITROPIN NORDIFLX 10 MG/ | 62 | 222 |
| GROWTH HORMONES | NORDITROPIN NORDIFLX 15 MG/ | 87 | 345 |
| GROWTH HORMONES | NUTROPIN 10 MG VIAL | 42 | 131 |
| GROWTH HORMONES | NUTROPIN 5 MG VIAL | 57 | 191 |
| GROWTH HORMONES | NUTROPIN AQ 5 MG/ML VIAL | 96 | 263 |
| GROWTH HORMONES | NUTROPIN AQ PEN CARTRIDGE | 265 | 694 |
| GROWTH HORMONES | SAIZEN 8.8 MG CLICK.EASY CA | 30 | 71 |
| GROWTH HORMONES | SAIZEN 8.8 MG VIAL | 52 | 153 |
| GROWTH HORMONES | SEROSTIM 6 MG VIAL | 43 | 103 |
| GROWTH HORMONES | SOMAVERT 10MG VIAL | 3 | 3 |
| GROWTH HORMONES | SOMAVERT 15MG VIAL | 1 | 5 |
| GROWTH HORMONES | SOMAVERT 20MG VIAL | 2 | 9 |
| GROWTH HORMONES | TEV-TROPIN 5 MG VIAL | 56 | 193 |
| GROWTH HORMONES | ZORBTIVE 8.8 MG VIAL | 50 | 153 |
| | | | |
| HEMATINICS,OTHER | ARANESP 100 MCG/0.5 ML AUTO | 26 | 53 |
| HEMATINICS,OTHER | ARANESP 100 MCG/0.5 ML SYRI | 158 | 386 |
| HEMATINICS,OTHER | ARANESP 100 MCG/0.5 ML SYRI | 58 | 141 |
| HEMATINICS,OTHER | ARANESP 100 MCG/ML VIAL | 51 | 83 |
| HEMATINICS,OTHER | ARANESP 100 MCG/ML VIAL | 40 | 74 |
| HEMATINICS,OTHER | ARANESP 150 MCG/0.3 ML AUTO | 3 | 10 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| HEMATINICS,OTHER | ARANESP 150 MCG/0.3 ML SYRI | 14 | 31 |
| HEMATINICS,OTHER | ARANESP 150 MCG/0.3 ML SYRI | 9 | 23 |
| HEMATINICS,OTHER | ARANESP 150 MCG/0.75 ML VIA | 7 | 8 |
| HEMATINICS,OTHER | ARANESP 150 MCG/0.75 ML VIA | 4 | 9 |
| HEMATINICS,OTHER | ARANESP 200 MCG/0.4 ML AUTO | 12 | 21 |
| HEMATINICS,OTHER | ARANESP 200 MCG/0.4 ML SYRI | 65 | 148 |
| HEMATINICS,OTHER | ARANESP 200 MCG/0.4 ML SYRI | 92 | 209 |
| HEMATINICS,OTHER | ARANESP 200 MCG/ML VIAL | 23 | 35 |
| HEMATINICS,OTHER | ARANESP 200 MCG/ML VIAL | 25 | 38 |
| HEMATINICS,OTHER | ARANESP 25 MCG/0.42 ML AUTO | 15 | 28 |
| HEMATINICS,OTHER | ARANESP 25 MCG/0.42 ML SYRI | 42 | 100 |
| HEMATINICS,OTHER | ARANESP 25 MCG/0.42 ML SYRI | 96 | 250 |
| HEMATINICS,OTHER | ARANESP 25 MCG/ML VIAL | 32 | 72 |
| HEMATINICS,OTHER | ARANESP 25 MCG/ML VIAL | 28 | 56 |
| HEMATINICS,OTHER | ARANESP 300 MCG/0.6 ML AUTO | 4 | 12 |
| HEMATINICS,OTHER | ARANESP 300 MCG/0.6 ML SYRI | 22 | 38 |
| HEMATINICS,OTHER | ARANESP 300 MCG/0.6 ML SYRI | 41 | 74 |
| HEMATINICS,OTHER | ARANESP 300 MCG/ML VIAL | 8 | 22 |
| HEMATINICS,OTHER | ARANESP 300 MCG/ML VIAL | 6 | 12 |
| HEMATINICS,OTHER | ARANESP 40 MCG/0.4 ML AUTOI | 17 | 37 |
| HEMATINICS,OTHER | ARANESP 40 MCG/0.4 ML SYRIN | 127 | 297 |
| HEMATINICS,OTHER | ARANESP 40 MCG/0.4 ML SYRIN | 49 | 83 |
| HEMATINICS,OTHER | ARANESP 40 MCG/ML VIAL | 43 | 104 |
| HEMATINICS,OTHER | ARANESP 40 MCG/ML VIAL | 30 | 45 |
| HEMATINICS,OTHER | ARANESP 500 MCG/1 ML SYRING | 1 | 2 |
| HEMATINICS,OTHER | ARANESP 500 MCG/1 ML SYRING | 10 | 23 |
| HEMATINICS,OTHER | ARANESP 60 MCG/0.3 ML AUTOI | 14 | 31 |
| HEMATINICS,OTHER | ARANESP 60 MCG/0.3 ML SYRIN | 107 | 229 |
| HEMATINICS,OTHER | ARANESP 60 MCG/0.3 ML SYRIN | 72 | 199 |
| HEMATINICS,OTHER | ARANESP 60 MCG/ML VIAL | 55 | 146 |
| HEMATINICS,OTHER | ARANESP 60 MCG/ML VIAL | 33 | 49 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| HEMATINICS,OTHER | EPOGEN 10,000 UNITS/ML VIAL | 705 | 1914 |
| HEMATINICS,OTHER | EPOGEN 10,000 UNITS/ML VIAL | 71 | 127 |
| HEMATINICS,OTHER | EPOGEN 2,000 UNITS/ML VIAL | 73 | 142 |
| HEMATINICS,OTHER | EPOGEN 20,000 UNITS/ML VIAL | 477 | 1293 |
| HEMATINICS,OTHER | EPOGEN 3,000 UNITS/ML VIAL | 64 | 143 |
| HEMATINICS,OTHER | EPOGEN 4,000 UNITS/ML VIAL | 162 | 357 |
| HEMATINICS,OTHER | EPOGEN 40,000 UNITS/ML VIAL | 1476 | 4281 |
| HEMATINICS,OTHER | PROCRIT 10,000 UNITS/ML VIA | 75 | 207 |
| HEMATINICS,OTHER | PROCRIT 10,000 UNITS/ML VIA | 3 | 8 |
| HEMATINICS,OTHER | PROCRIT 2,000 UNITS/ML VIAL | 4 | 8 |
| HEMATINICS,OTHER | PROCRIT 20,000 UNITS/ML VIA | 68 | 278 |
| HEMATINICS,OTHER | PROCRIT 3,000 UNITS/ML VIAL | 9 | 14 |
| HEMATINICS,OTHER | PROCRIT 4,000 UNITS/ML VIAL | 10 | 24 |
| HEMATINICS,OTHER | PROCRIT 40,000 UNITS/ML VIA | 218 | 616 |
| | | | |
| HEPARIN AND RELATED PREPARATIONS | ARIXTRA 10 MG SYRINGE | 10 | 23 |
| HEPARIN AND RELATED PREPARATIONS | ARIXTRA 2.5 MG SYRINGE | 18 | 35 |
| HEPARIN AND RELATED PREPARATIONS | ARIXTRA 5 MG SYRINGE | 11 | 50 |
| HEPARIN AND RELATED PREPARATIONS | ARIXTRA 7.5 MG SYRINGE | 35 | 118 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 10,000 UNITS SYRING | 78 | 267 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 10,000 UNITS/ML VIA | 18 | 23 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 2,500 UNITS SYRINGE | 61 | 99 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 25,000 UNITS/ML VIA | 4 | 20 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 5,000 UNITS SYRINGE | 112 | 208 |
| HEPARIN AND RELATED PREPARATIONS | FRAGMIN 7,500 UNITS SYRINGE | 46 | 176 |
| HEPARIN AND RELATED PREPARATIONS | INNOHEP 20,000 UNIT/ML VIAL | 67 | 234 |
| | | | |
| HEPATITIS C TREATMENT AGENTS | INFERGEN 15 MCG/0.5 ML VIAL | 49 | 249 |
| HEPATITIS C TREATMENT AGENTS | INFERGEN 9 MCG/0.3 ML VIAL | 44 | 265 |
| HEPATITIS C TREATMENT AGENTS | PEGASYS 180 MCG/0.5 ML CONV | 2062 | 7755 |
| HEPATITIS C TREATMENT AGENTS | PEGASYS 180 MCG/ML VIAL | 309 | 927 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| HEPATITIS C TREATMENT AGENTS | PEGINTRON 120 MCG KIT | 58 | 188 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON 150 MCG KIT | 57 | 149 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON 50 MCG KIT | 6 | 8 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON 80 MCG KIT | 27 | 87 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 120 MCG | 221 | 714 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 120 MCG 4 | 46 | 168 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 150 MCG | 215 | 688 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 150 MCG 4 | 34 | 105 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 50 MCG | 10 | 28 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 50 MCG 4P | 1 | 2 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 80 MCG | 67 | 247 |
| HEPATITIS C TREATMENT AGENTS | PEGINTRON REDIPEN 80 MCG 4P | 6 | 9 |
| | | | |
| IMMUNOMODULATORS | ALFERON N 5 MILLION UNITS V | 2 | 3 |
| IMMUNOMODULATORS | INTRON A 10 MILLION UNITS V | 4 | 12 |
| IMMUNOMODULATORS | INTRON A 10MM UNITS INJ PEN | 14 | 48 |
| IMMUNOMODULATORS | INTRON A 10MM UNITS/ML VIAL | 2 | 8 |
| IMMUNOMODULATORS | INTRON A 18 MILLION UNITS V | 1 | 0 |
| IMMUNOMODULATORS | INTRON A 3MM UNITS INJECT P | 12 | 48 |
| IMMUNOMODULATORS | INTRON A 50 MILLION UNITS V | 2 | 13 |
| IMMUNOMODULATORS | INTRON A 5MM UNITS INJECT P | 8 | 23 |
| IMMUNOMODULATORS | INTRON A 6MM UNITS/ML VIAL | 8 | 36 |
| IMMUNOMODULATORS | PROLEUKIN 22 MILLION UNITS | 1 | 1 |
| IMMUNOMODULATORS | ROFERON-A 3MM UNITS/0.5ML K | 1 | 4 |
| IMMUNOMODULATORS | ROFERON-A 9MM UNITS/0.5ML K | 1 | 0 |
| | | | |
| INSULIN-LIKE GROWTH FACTOR-1 (IGF-1) HORMONES | INCRELEX 40 MG/4 ML VIAL | 52 | 271 |
| | | | |
| LEUKOCYTE (WBC) STIMULANTS | LEUKINE 250 MCG VIAL | 3 | 3 |
| LEUKOCYTE (WBC) STIMULANTS | LEUKINE 500 MCG/ML VIAL | 25 | 78 |
| LEUKOCYTE (WBC) STIMULANTS | NEULASTA 6 MG/0.6 ML SYRING | 26 | 98 |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| LEUKOCYTE (WBC) STIMULANTS | NEUPOGEN 300 MCG/0.5 ML SYR | 606 | 1539 |
| LEUKOCYTE (WBC) STIMULANTS | NEUPOGEN 300 MCG/ML VIAL | 415 | 908 |
| LEUKOCYTE (WBC) STIMULANTS | NEUPOGEN 480 MCG/0.8 ML SYR | 329 | 733 |
| LEUKOCYTE (WBC) STIMULANTS | NEUPOGEN 480 MCG/1.6 ML VIA | 106 | 216 |
| | | | |
| LEUKOCYTE ADHESION INHIB,ALPHA4-MEDIAT IGG4K MC AB | TYSABRI 300 MG/15 ML VIAL | N/A | N/A |
| | | | |
| METABOLIC DISEASE ENZYME REPLACEMENT, FABRY'S DX | FABRAZYME 35 MG VIAL | 1 | 3 |
| METABOLIC DISEASE ENZYME REPLACEMENT, FABRY'S DX | FABRAZYME 5 MG VIAL | 1 | 2 |
| METABOLIC DISEASE ENZYME REPLACEMENT, GAUCHER'S DX | CEREZYME 200 UNITS VIAL | 13 | 116 |
| METABOLIC DISEASE ENZYME REPLACEMENT, GAUCHER'S DX | CEREZYME 400 UNITS VIAL | 28 | 226 |
| | | | |
| METABOLIC DISEASE ENZYME REPLACEMENT, POMPE DX | MYOZYME 50 MG VIAL | N/A | N/A |
| | | | |
| METABOLIC DX ENZYME REPLACEMENT, MUCOPOLYSACCHARIDOSIS | ALDURAZYME 2.9 MG/5 ML VIAL | N/A | N/A |
| METABOLIC DX ENZYME REPLACEMENT, MUCOPOLYSACCHARIDOSIS | ELAPRASE 6 MG/3 ML VIAL | N/A | N/A |
| METABOLIC DX ENZYME REPLACEMENT, MUCOPOLYSACCHARIDOSIS | NAGLAZYME 5 MG/5 ML VIAL | N/A | N/A |
| | | | |
| METALLIC POISON,AGENTS TO TREAT | DEFEROXAMINE | 23 | 171 |
| | | | |
| MONOCLONAL ANTIBODIES TO IMMUNOGLOBULIN E(IGE) | XOLAIR 150 MG VIAL | 60 | 364 |
| | | | |
| MUCOLYTICS | PULMOZYME 1 MG/ML AMPUL | 376 | 1194 |
| | | | |
| NEUROMUSCULAR BLOCKING AGENTS | BOTOX 100 UNITS VIAL | 38 | 58 |
| | | | |
| NEUROMUSCULAR BLOCKING AGENTS | MYOBLOC 10,000 UNITS/2 ML V | N/A | N/A |
| NEUROMUSCULAR BLOCKING AGENTS | MYOBLOC 5,000 UNITS/1 ML VIAL | N/A | N/A |
| NEUROMUSCULAR BLOCKING AGENTS | MYOBLOC 2,500 UNIT/0.5 ML V | N/A | N/A |
| | | | |
| OCCULAR PHOTOACTIVATED VESSEL-OCCLUDING AGENT | VISUDYNE 15 MG VIAL | N/A | N/A |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
### NY Medicaid Specialty Drug Utilization
### July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| | | | |
| OPHTH VASC. ENDOTHELIAL GROWTH FACTOR ANTAGONISTS | MACUGEN 0.3 MG/90 MICROLITE | N/A | N/A |
| | | | |
| OPHTH VEDF.-A RECEPTOR ANTAG. RCMB MC ANTIBODY | LUCENTIS 0.5 MG VIAL | N/A | N/A |
| | | | |
| PLATELET PROLIFERATION STIMULANTS | NEUMEGA 5 MG VIAL | 12 | 30 |
| | | | |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | LETAIRIS 10MG TABLET | 3 | 5 |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | LETAIRIS 5MG TABLET | 11 | 18 |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | TRACLEER 125MG TABLET | 82 | 350 |
| PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST | TRACLEER 62.5MG TABLET | 46 | 107 |
| | | | |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | FLOLAN 0.5 MG VIAL | 3 | 8 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | FLOLAN 1.5 MG VIAL | 12 | 51 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | REMODULIN 1 MG/ML VIAL | 3 | 0 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | REMODULIN 10 MG/ML VIAL | 6 | 36 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | REMODULIN 2.5 MG/ML VIAL | 3 | 11 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | REMODULIN 5 MG/ML VIAL | 1 | 6 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | VENTAVIS 10 MCG/1 ML SOLUTI | 22 | 71 |
| PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE | VENTAVIS 20 MCG/2 ML SOLUTI | 1 | 3 |
| | | | |
| PULM.ANTI-HTN,SEL.C-GMP PHOSPHODIESTERASE T5 INHIB | REVATIO | 110 | 391 |
| | | | |
| PULMONARY SYSTEMIC ENZYME INHIBITORS | ARALAST 1000MG VIAL | 10 | 51 |
| PULMONARY SYSTEMIC ENZYME INHIBITORS | ARALAST 500MG VIAL | 2 | 2 |
| | | | |
| SOMATOSTATIC AGENTS | SANDOSTATIN LAR 10 MG KIT | 4 | 15 |
| SOMATOSTATIC AGENTS | SANDOSTATIN LAR 20 MG KIT | 32 | 117 |
| SOMATOSTATIC AGENTS | SANDOSTATIN LAR 30 MG KIT | 22 | 98 |
| SOMATOSTATIC AGENTS | SOMATULINE 120 MG/0.5 ML SY | N/A | N/A |
| SOMATOSTATIC AGENTS | SOMATULINE 60 MG/0.2 ML SYR | N/A | N/A |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM
## NY Medicaid Specialty Drug Utilization
## July 1, 2007 to December 31, 2007

| Classification | Drug Label Name | Beneficiaries | Claims |
|---|---|---|---|
| SOMATOSTATIC AGENTS | SOMATULINE 90 MG/0.3 ML SYRING | N/A | N/A |
| | | | |
| THYROID FUNCTION DIAGNOSTIC AGENTS | THYROGEN 1.1 MG VIAL | 11 | 12 |
| | | | |
| VITAMIN D PREPARATIONS | CALCIJEX 1 MCG/ML AMPUL | 27 | 149 |
| | | | |

N/A = Utilization data not available during this time period

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

## Medicaid Volume and Expenditures

The following tables provide statistics on overall pharmacy expenditures and specialty drugs for the last two State fiscal years.

**Pharmacy Expenditures and Beneficiaries – Medicaid FFS and MMC**

| State Fiscal Year | Medicaid Paid Amount | Medicaid Claims | Beneficiaries |
|---|---|---|---|
| SFY06 | $4,864,876,601.39 | 63,008,560 | 2,884,134 |
| SFY07 | $3,285,582,832.26 | 40,447,190 | 2,420,118 |

**Specialty Pharmacy Drugs**
**Expenditures and Beneficiaries – Medicaid FFS and MMC**

| State Fiscal Year | Medicaid Paid Amount | Medicaid Claims | Beneficiaries |
|---|---|---|---|
| SFY06 | $243,040,194 | 148,590 | 27,701 |
| SFY07 | $296,673,560 | 165,338 | 29,388 |

**Specialty Pharmacy**
**Physician Administered***
**Expenditures and Beneficiaries – FFS Only**

| State Fiscal Year | Medicaid Paid Amount | Medicaid Claims | Beneficiaries |
|---|---|---|---|
| SFY06 | $5,486,185 | 6,047 | 2,022 |
| SFY07 | $7,455,742 | 8,175 | 2,106 |

*Includes Physician, Nurse Practitioner and Midwife

# ATTACHMENT 3

## Physician Enrollment

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY DRUG PROGRAM

## PHYSICIAN PARTICIPATION FACT SHEET

The Specialty Pharmacy Program (SPP) for physician administered drugs is a voluntary program that offers physicians the option to acquire injectable and infused drugs for their Medicaid patients from a NY Medicaid contracted Specialty Pharmacy (SP). SPP participation is extended to physicians to ease the burden of out-of-pocket cash outlays for costly physician-administered drugs that are routinely unavailable for the patient to receive by prescription at a community pharmacy.

- The NY Medicaid contracted SP will be responsible for submitting claims for the furnished drugs to NY Medicaid. For drugs not included on the SP list, physicians may continue to purchase and bill NY Medicaid under the current system for those drugs that are not provided by the selected NY Medicaid contracted SP.

- A physician or physician group decision to participate in the SPP is voluntary.

- Participating physicians must agree to maintain specific information regarding the administration of specialty drugs and verification of drug administration, which includes but is not limited to the following:

- Beneficiary's name
- Medicaid Identification number
- Expected date of administration
- Actual date of administration
- Order number (Invoice number) provided by SP vendor
- Pharmacy supplier
- Dosage supplied
- Dosage administered

- Participating physicians must agree to comply with the following:

- Ordering rules
- Submit written orders
- Maintain separate inventory
- Not transport drugs from one location to another

# ATTACHMENT 4

## Co-Payments

Pharmacies are responsible for collecting any applicable co-payment. However, if the enrollee cannot afford to pay the co-payment, the pharmacy is still required to dispense the drug. The co-payment is deducted for the pharmacy's payment, even when it is not collected from the enrollee. Pharmacies may ask for the uncollected co-payment from the enrollee the next time a fill or re-fill is requested, bill the enrollee, or use other legal means to collect the co-payments.

Co-payment Amounts

Effective (date), co-payments for FFS and Medicaid Managed Care enrollees are as follows:

- $3.00 for Brand Name Drugs
- $1.00 for Brand Name Drugs on the Preferred Drug List (PDL)
- $1.00 for Generic Drugs
- $0.50 for Non Prescription (Over-The-Counter) Drugs
- $1.00 for Medical/Sickroom Supplies

There is a $200 per year limit on co-payments for any enrollee who is FFS or Medicaid Managed Care.

For Family Health Plus enrollees, the co-payments are as follows:

- $6.00 for Brand Name Drugs
- $3.00 for Generic Drugs
- $1.00 Covered medical supplies (e.g., diabetic supplies such as syringes, lancets, test strips, enteral formula)

Family Health Plus enrollees have no annual limit on co-pays.

Co-payment Exemptions

Certain enrollees are exempt from pharmacy co-payments. They include:

- enrollees under 21 years of age
- pregnant women
- enrollees residing in an Adult Care Facility
- enrollees enrolled in a Home and Community-Based Services (HCBS) waiver or Comprehensive Medicaid Case Management (CMCM) program
- residents in an Intermediate Care Facility for the Developmentally Disabled (ICF/DD)
- enrollees living in residences certified by the New York State Offices of Mental Health or Mental Retardation and Developmental Disabilities
- certain institutionalized individuals

In addition, certain drugs used to treat mental illness or tuberculosis, and drugs for family planning and emergency services are exempt from co-payment regardless of whether the enrollee is exempt.

SSL 367-a; SSL 369-ee

# ATTACHMENT 5

## Pharmacy Reimbursement

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

## PHARMACY REIMBURSEMENT

Pharmacy reimbursement for prescriptions drugs under the New York State Medicaid program is established in law. Reimbursement for drugs dispensed by pharmacies is as follows:

The lower of the federal upper limit (FUL) for a multiple source prescription drug or the estimated acquisition cost (EAC) of a drug to pharmacies, or the dispensing pharmacy's usual and customary price charged to the general public will be applied.

**Effective 7/01/2008**:

For **Sole or Multi-Source Brand Drugs,** the estimated acquisition cost (EAC) is the average wholesale price (AWP) of the prescription product minus sixteen and one-quarter (16.25) percent. State and federal requirements for the dispensing of brand-name drugs must be met.

For **Multi-Source Generic Drugs,** the estimated acquisition cost is the lower of the average wholesale price (AWP) minus twenty-five (25) percent or the State based maximum acquisition cost (SMAC), when established by the NYS Commissioner of Health.

In addition, the pharmacy reimbursement for **specialized HIV pharmacies** which meet specific programmatic and operational criteria will be defined as follows:

For **Sole or Multi-Source Brand Drugs** the estimated acquisition cost (EAC) is the average wholesale price (AWP) of the prescription product minus twelve (12) percent. State and federal requirements for the dispensing of brand-name drugs must be met.

For **Multi-Source Generic Drugs** the estimated acquisition cost is the lower of the average wholesale price (AWP) minus twelve (12) percent or the State based maximum acquisition cost (SMAC), when established by the NYS Commissioner of Health.

**Effective 9/5/2006**:

**State Maximum Acquisition Cost** (SMAC) prices will be applied when determining the estimated acquisition cost of multi-source generic drugs. Legislation passed in 2004 directed the Medicaid program to develop and apply a State based maximum acquisition cost (SMAC) to Medicaid reimbursement of generic drugs prior to the availability of a federal upper limit (FUL) price. For questions concerning the validity of a SMAC price, providers may complete a SMAC Research Request Form, available at https://www.emedny.org/ProviderManuals/Pharmacy/PDFS/SMAC_Research_Request_Form.pdf

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

Pharmacy reimbursement for blood factor products under the New York State Medicaid program currently utilizes a New York State established maximum allowable cost. Reimbursement for blood factors products dispensed by pharmacies as of September 1, 2008 was as follows:

| PRODUCT | NYS PRICE | PER |
|---|---|---|
| ADVATE | 1.075 | IU "AHF" |
| ALPHANATE | 0.835 | IU "AHF" |
| ALPHANINE | 0.785 | IU "AHF" |
| BEBULIN VH IMMUNO | 0.905 | IU "AHF" |
| FEIBA VH IMMUNO | 1.385 | IU "AHF" |
| HELIXATE FS | 1.005 | IU "AHF" |
| HEMOFIL M | 0.755 | IU "AHF" |
| HUMATE-P | 0.865 | IU "RCoF" |
| KOATE-DVI | 0.665 | IU "AHF" |
| KOGENATE FS | 0.965 | IU "AHF" |
| MONOCLATE-P | 0.645 | IU "AHF" |
| MONONINE | 0.895 | IU "AHF" |
| NOVOSEVEN RT | 1.180 | µg "rFVIIa" |
| PROFILNINE SD | 0.635 | IU "AHF" |
| RECOMBINATE | 1.035 | IU "AHF" |
| REFACTO | 0.955 | IU "AHF" |
| XYNTHA | 0.665 | IU "AHF" |
| BENEFIX | 1.015 | IU "AHF" |

# ATTACHMENT 6

## Bidder's Response Forms

## Technical Response Forms (ATT 6a-6d)
## Financial Response Form (ATT 6e)
## Bidder's Checklist (ATT 6f)

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

**Bidder Name:** _____

## TP FORM – 1: Summary of Corporate Experience and References

**Name of Organization:**
**Contact Name and Title:**
**Address:**

**Telephone Number:**

**E-Mail Address:**

| Specific Nature of Services Provided for a Specialty Pharmacy Program<br>Provide and overview of the nature and extent of service provided to this referenced client. | Service Dates<br>From/To | Project Scale<br>Number of<br>covered lives |
|---|---|---|
| | | |
| | | |

# TP Form- 2

**Bidder Name:**
**Name of Organization:**
**Contact Name and Title:**
**Address:**
**Telephone Number:**
**E-Mail Address:**

## Experience with the Development, Implementation and Operation of a Specialty Pharmacy Program

**1)** Maintaining inventories of specialty pharmacy drugs and coordination of ancillary medical supplies and equipment.

**2)** Implementing and operating a specialty pharmacy dispensing and delivery system, specifically detailing experiences with Medicaid programs, providers and beneficiaries, if any.

**3)** Operating provider and member call centers to make and receive requests for prescriptions and refills, and to respond to general inquiries and complaints.

**4)** Implementing and operating a clinical support system, including therapy management programs and a clinical call center.

**5)** Assay management, including length of experience and cost savings.

**6)** Assessing patient adherence and compliance.

**7)** Operating patient assistance programs that include individualized education, guidance, support and ongoing communication.

**8)** Educating providers and enrollees on topics such as specialty pharmacy drugs, therapy management programs and coordination of home administration services, supplies and equipment.

**9)** Evaluating specialty drug programs and developing recommendations for new specialty pharmacy drugs, requirements for prior authorization, quantity limits and requirements for prospective and retrospective drug utilization review (DUR).

## TP Form- 2

**10)** Providing government agencies, health plans or insurers with relevant statistics on specialty pharmacy program data.

**11)** Using IT systems to exchange information with clients.

**Cost Savings:** The bidder must describe how they have reduced expenditures for other customers by providing services similar to those described by the RFP.

**1)** A description of how the Bidder reduced expenditures for specialty pharmaceuticals, while maintaining access for enrollees including the dollar amount and percentage of the expenditure reduction.

**2)** A description of the method by which the bidder quantified the reductions in expenditures.

**REQUEST FOR PROPOSALS**
**SPECIALTY PHARMACY PROGRAM**

**Bidder Name:_____**

## TP Form – 3: Job Description
## Job Title:

| | | |
|---|---|---|
| Primary Objectives | | |
| Nature of Responsibilities+ | | |
| Job Qualifications | Minimum | |
| | Preferred | |
| Educational Requirements | | |
| Reporting Relationships | | |

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

## Bidder Name: _____
## TP Form – 4: Personnel Resume

**Name:** **Title:**
**Organization:** **Years of Service:**

**Pharmaceutical Program Experience**

| | | Reference | Responsibilities | % of Time dedicated to NYS Medicaid Account |
|---|---|---|---|---|
| From | To | Contact Person Name, Title, Address & Telephone # | | |
| | | | | |

**Other Related Experience**

| | | Reference | Responsibilities |
|---|---|---|---|
| From | To | Contact Person Name, Title, Address & Telephone # | |
| | | | |

**REQUEST FOR PROPOSALS**
**SPECIALTY PHARMACY PROGRAM**

## Bidder Name: _____

## TP Form – 4: Personnel Resume

**Educational & Certification**

| From | To | Institution | Degree/Hours |
|---|---|---|---|
| | | | |

**Technical Experience (i.e. Hardware/Software)**

| |
|---|
| |

# REQUEST FOR PROPOSALS
# SPECIALTY PHARMACY PROGRAM

| |
|---|
| |

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## BIDDER'S CHECKLIST

**Indicate that the following requirements have been met, and materials included in the response by checking off each item:**

**General Requirements**

_____ Proposal is typed at a minimum of one and half line spacing on 8 ½ by 11 inch paper and submitted in three-ring binders.

_____ Proposal is being mailed or delivered in two (2) distinct, appropriately labeled and sealed packages. The two sealed packages should be placed inside a third to avoid separation during delivery.

_____ Proposal is submitted as two (2) originals and ten (10) copies on paper, and one copy on CD ROM in a Microsoft Office or Adobe Acrobat (pdf) format.

_____ Proposal is clearly marked as
"Specialty Pharmacy: Bid Proposal Volume I, Technical Proposal",
"Specialty Pharmacy: Bid Proposal Volume II, Financial Proposal".

_____ Proposal used required forms in Attachment 6

_____ Volume I does NOT include any proposed costs for this bid.

**Volume I, Part I: Corporate Qualifications**

_____ Letter of Transmittal

_____ Standby Letter of Credit Commitment Letter

_____ Summary of Corporate Structure and Organization

_____ Financial Statements

_____ Vendor Responsibility Attestation (Attachment 9)

_____ Parent Company Information

_____ Affiliations

_____ Experience with State and Federal Legal and Program Requirements

_____ Subcontractor Information
- _____ Letter of Commitment (each subcontractor)
- _____ Financial statements (each subcontractor)

_____ Summary of Experience and References TP-Form 1

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## BIDDER'S CHECKLIST

_____ Experience with the Development, Implementation and Operation Of Specialty Pharmacy Drug Program and Cost Savings for other customers TP-Form 2

_____ Accreditation for Bidder and Subcontractors

_____ General Operational Capacity and Experience
- _____ Dispensing Operation
- _____ Call Center Operation

**Volume I, Part II Technical Proposal**

_____ Organizational Chart with reporting relationships and division of Responsibility

_____ Personnel, detailed staffing plan

_____ Personnel including TP-Form 3 Job Description and TP-Form 4 Personnel Resume

_____ Work plan and Implementation Schedule

_____ Detailed Technical Work plan for Key program areas:
- _____ Maintain Inventory
- _____ Coordination of Ancillary supplies and Equipment and Nursing Services
- _____ Dispensing and Delivery System
- _____ Clinical Support System
- _____ Response to Inquiries and Complaints
- _____ Policy and Procedures
- _____ Communication
- _____ Coordination with DOH
- _____ Plan for Transition to the Specialty Pharmacy
- _____ Quality Assurance Monitoring
- _____ Environmental Scanning
- _____ Performance Standards
- _____ IT System
- _____ Reports and Project Control

# REQUEST FOR PROPOSAL
# SPECIALTY PHARMACY PROGRAM

## BIDDER'S CHECKLIST

**Volume II Financial Proposal**

_____ FP Form- **Cost Submittal** worksheet, Attachment 6e
_____ Bid Form, Attachment 7 **with authorized signature**

# ATTACHMENT 7

## NYS DOH Bid Form

**NEW YORK STATE**
**DEPARTMENT OF HEALTH**

# BID FORM

PROCUREMENT TITLE: **NYS Specialty Pharmacy Program** FAU # **0809100808**

Bidder Name:
Bidder Address:

Bidder Fed ID No:

**A.** _____bids a total price of $_____
(Name of Offerer/Bidder) (Bid Price, Attachment 6e, FP Form-1)

**B.** Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document.* DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
   No Yes
   If yes, please answer the next questions:

   1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
   No Yes

   1b. Was the basis for the finding of non-responsibility due to the intentional

provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

**C.** Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

**D.** Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

| With Bid | Upon Award | |
|---|---|---|
| ☐ | ☐ | 1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220. |
| ☐ | ☐ | 2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000) |
| ☐ | ☐ | 3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term |

---

_____ _____

(Officer Signature) (Date)

_____ _____

(Officer Title) (Telephone)

_____

(e-mail Address)

# ATTACHMENT 8

## NYS DOH No Bid Form

**NEW YORK STATE**
**DEPARTMENT OF HEALTH**

# NO-BID FORM

PROCUREMENT TITLE: **NYS Specialty Pharmacy Program** FAU # **0809100808**

Bidders choosing not to bid are requested to complete the portion of the form below:

☐ We do not provide the requested services. Please remove our firm from your mailing list

☐ We are unable to bid at this time because:

_____

_____

_____

_____

❑ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

# ATTACHMENT 9

## Vendor Responsibility Attestation

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

☐ An on-line Vender Responsibility Questionnaire has been updated or created at OSC's website: https://portal.osc.state.ny.us within the last six months.

☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

# ATTACHMENT 10

## Appendix A
## Standard Clauses for All NY State Contracts

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b)** PRIVACY NOTIFICATION**.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT**. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS**. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

# ATTACHMENT 11

## Appendix D
## General Specifications

# APPENDIX D
# GENERAL SPECIFICATIONS

A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:

> All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers

at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Work for Hire Contract
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions
For purposes of this warranty, the following definitions shall apply:

a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

b. Vendor’s Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure
At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement. .

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system. In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion. This warranty shall survive beyond termination or expiration of the Agreement. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation In writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the

Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law. To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

    a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

    b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

        i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New

York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:

    a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term.
This report must be submitted to:
   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

   b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

   c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR’S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR’S agents, officers, employees or subcontractors.

# ATTACHMENT 12

## APPENDIX E
## Workers' Compensation (Appendix E-1)
## Disability Benefits (Appendix E-2)

Unless the CONTRACTOR is a political sub-division of NYS, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. **Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:**

    **a.** CE-200 Business Does Not Require Workers' Compensation and/or Disability Benefits Coverage, or
    **b.** C-105.2 Certificate of Workers' Compensation Insurance Coverage, or
    **c.** U-26.3 State Insurance Fund Version of Certificate of Workers' Compensation Insurance Coverage, or
    **d.** SI-12 Certificate of Workers' Compensation Self-Insurance or GSI-105.2 Certificate of Workers' Compensation Group Self-Insurance; and

2. **Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:**

    **a.** CE-200 Business Does Not Require Workers' Compensation and/or Disability Benefits Coverage, or
    **b.** DB-120.1 Certificate of Disability Benefits Insurance Coverage or the DB-820/829 Certificate/Cancellation of Insurance, or
    **c.** DB-155 Certificate of Disability Benefits Self-Insurance.

# ATTACHMENT 13

## Appendix H
## Health Insurance Portability and Accountability Act (HIPAA)

**Appendix H**

**Federal Health Insurance Portability and Accountability Act ("HIPAA")**
**Business Associate Agreement ("Agreement") Governing Privacy and Security**

**I. Definitions:**

**(a) Business Associate shall mean the CONTRACTOR.**

**(b) Covered Program shall mean the STATE.**

**(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.**

**II. Obligations and Activities of the Business Associate:**

**(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.**

**(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.**

**(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.**

**(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.**

**(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from,**

**or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.**

**(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.**

**(g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.**

**(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.**

**(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**

**(j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**

## III. <u>Permitted Uses and Disclosures by Business Associate</u>

**(a) General Use and Disclosure Provisions**

**Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.**

**(b) Specific Use and Disclosure Provisions:**

**(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.**

**(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.**

**(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR §164.502(j)(1).**

## IV. Obligations of Covered Program

**Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions**

**(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**

**(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**

**(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction**

**may affect the Business Associate's use or disclosure of Protected Health Information.**

## V. Permissible Requests by Covered Program

**The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.**

## VI. Term and Termination

**(a)** ***Term.*** **The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.**

**(b)** ***Termination for Cause.*** **Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.**

**(c)** ***Effect of Termination.***

**(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.**

**(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the**

**Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.**

**VII. <u>Violations</u>**

**(a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.**

**(b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.**

***Miscellaneous***

**(a)** ***Regulatory References*****. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.**

**(b)** ***Amendment.*** **The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.**

**(c)** ***Survival.*** **The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.**

**(d)** ***Interpretation.*** **Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.**

**(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.**

**(f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.**

# ATTACHMENT 14

## Appendix L
## Standby Letter of Credit Commitment Letter

APPENDIX L: STANDBY LETTER OF CREDIT COMMITMENT LETTER

If the Bidder intends to submit a proposal to this RFP, the Bidder is required to submit an executed Commitment Letter, in the form set forth below, from a financial institution which is licensed to transact business in the State of New York State, on the financial institution's letterhead. The executed commitment letter shall be included as part of the Bidder's Proposal and shall include the named Financial Institution's proposed form for the irrevocable Standby Letter of Credit.

---

Date

Ms. Carol A. Lindley
Division of Financial Planning and Policy
NYS Department of Health
99 Washington Avenue, Suite 720
Albany, NY 12210-2806

Dear Ms. Lindley:

RE: Specialty Pharmacy Program
RFP No. 0809100808
Irrevocable Standby Letter of Credit Commitment Letter

[Name of Financial Institution] is licensed to transact business in the State of New York.

Please accept this communication as a letter of commitment to issue an irrevocable Standby Letter of Credit (SLOC) in the amount of 1 million dollars ($1,000,000) in the event [Bidder] is awarded a contract in connection with the above-referenced RFP for the [Name of RFP]. Pursuant to Section VIII G. of the above –referenced RFP, attached is the proposed SLOC. [Name of Financial Institution] and [Bidder] understand and acknowledge that in the event [Bidder] is awarded a contract in connection with the above referenced RFP, the proposed SLOC is subject to review and approval by the Department of Health prior to issuance.

The subject SLOC will be in full force and effect from the initial contract period through the term of the Contract and all extensions thereof, plus one hundred and eighty (180) days thereafter.

Sincerely,

[Name and Title]

Attachment: Proposed form of Financial Institution's irrevocable Standby Letter of Credit

# ATTACHMENT 15

## NYS Taxation and Finance Contractors Certification Form ST-220-TD

New York State Department of Taxation and Finance

# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(5/07)

**For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).***

| | | | |
|---|---|---|---|
| Contractor name | | | |
| Contractor's principal place of business | City | State | ZIP code |
| Contractor's mailing address *(if different than above)* | | | |

| | | |
|---|---|---|
| Contractor's federal employer identification number (EIN) | Contractor's sales tax ID number (if different from contractor's EIN) | Contractor's telephone number ( ) |
| Covered agency or state agency | Contract number or description | Estimated contract value over the full term of contract (but not including renewals) $ |
| Covered agency address | | Covered agency telephone number |

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006),* available at *www.nystax.gov.* Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT**
**DATA ENTRY SECTION**
**W A HARRIMAN CAMPUS**
**ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

## Need help?

**Internet access:** *www.nystax.gov* (for information, forms, and publications)

**Fax-on-demand forms:** 1 800 748-3676

**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax** Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
*(name)* *(title)*

of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below.** Make **only one** entry in each section.

## Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

## Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

## Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this___ day of _____ , 20 ____

_____ _____
*(sign before a notary public)* *(title)*

## Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

| A<br>Relationship to Contractor | B<br>Name | C<br>Address | D<br>Federal ID Number | E<br>Sales Tax ID Number | F<br>Registration in progress |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

## Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20__ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

# ATTACHMENT 16

## NYS Taxation and Finance Contractors Certification Form ST-220-CA

New York State Department of Taxation and Finance

# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

**For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).**

| | |
|---|---|
| Contractor name | *For covered agency use only*<br>*Contract number or description* |
| Contractor's principal place of business City State ZIP code | |
| Contractor's mailing address *(if different than above)* | *Estimated contract value over the full term of contract (but not including renewals)*<br>$ |
| Contractor's federal employer identification number (EIN) / Contractor's sales tax ID number (if different from contractor's EIN) | |
| Contractor's telephone number / Covered agency name | |
| Covered agency address | *Covered agency telephone number* |

I, _____ , hereby affirm, under penalty of perjury, that I am _____
*(name)* *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

*(Mark an* **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
*(insert contract number or description)*

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ___ day of _____, 20 ____

_____ _____
*(sign before a notary public)* *(title)*

# Instructions

## General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

## When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

## Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20__ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

### Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

### Need help?

**Internet access:** *www.nystax.gov* (for information, forms, and publications)

**Fax-on-demand forms:** 1 800 748-3676

**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

# ATTACHMENT 17

## State Consultant Service Form A

State Consultant Services

# FORM A

OSC Use Only
Reporting Code:
Category Code:
Date Contract Approved:

Contractor's Planned Employment
From Contract Start Date through End of Contract Term

New York State Department of Health — Agency Code 12000
Contractor Name: — Contract Number:

Contract Start Date: / / — Contract End Date: / /

| Employment Category | Number of Employees | Number of Hours to be Worked | Amount Payable Under the Contract |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Totals this page: | 0 | 0 | $ 0.00 |
| Grand Total: | 0 | 0 | $ 0.00 |

Name of person who prepared this report:

Title: — Phone #:

Preparer's signature:
Date Prepared: / /

Page of
(use additional pages if necessary)

# Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.

2. NYS Office of the State Comptroller
   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
   Attn: Consultant Reporting
   or via fax to –
   (518) 474-8030 or (518) 473-8808

3. NYS Department of Civil Service
   Alfred E. Smith Office Building
   Albany, NY 12239
   Attn: Consultant Reporting

Completing the Reports:

**Scope of Contract (Form B only)**: a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

# ATTACHMENT 18

## State Consultant Service Form B

State Consultant Services

# FORM B

OSC Use Only
Reporting Code:
Category Code:

Contractor's Annual Employment Report
Report Period: April 1, ____ to March 31, ____

New York State Department of Health — Agency Code 12000
Contract Number:
Contract Start Date: / / — Contract End Date: / /
Contractor Name:
Contractor Address:

Description of Services Being Provided:

Scope of Contract (Choose one that best fits):

| | | |
|---|---|---|
| Analysis | Evaluation | Research |
| Training | Data Processing | Computer Programming |
| Other IT Consulting | Engineering | Architect Services |
| Surveying | Environmental Services | Health Services |
| Mental Health Services | Accounting | Auditing |
| Paralegal | Legal | Other Consulting |

| Employment Category | Number of Employees | Number of Hours to be Worked | Amount Payable Under the Contract |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Totals this page: | 0 | 0 | $ 0.00 |
| Grand Total: | 0 | 0 | $ 0.00 |

Name of person who prepared this report:
Title: — Phone #:

Preparer's signature:
Date Prepared: / /

Page of
(use additional pages if necessary)

# Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.

2. NYS Office of the State Comptroller
   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
   Attn: Consultant Reporting
   or via fax to –
   (518) 474-8030 or (518) 473-8808

3. NYS Department of Civil Service
   Alfred E. Smith Office Building
   Albany, NY 12239
   Attn: Consultant Reporting

Completing the Reports:

**Scope of Contract (Form B only)**: a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

# ATTACHMENT 19

## Appendix X
## Modification Agreement Form

**Agency Code 12000**
**APPENDIX X**

Contract Number:_____ Contractor:_____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

This amendment *is*__ *is not*__ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

$_____ From ___/___/___ to ___/___/___.
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

$_____ From ___/___/___ to ___/___/___.

This will result in new contract terms of:

$ _____ From ___/___/___ to ___/___/___.
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By:_____ Date: _____
(signature)

Printed Name:_____

Title:_____

STATE OF NEW YORK )
) SS:
County of _____ )

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

**STATE AGENCY SIGNATURE**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By:_____ Date:_____
(signature)

Printed Name:_____

Title:_____

**ATTORNEY GENERAL'S SIGNATURE**

By:_____ Date:_____

**STATE COMPTROLLER'S SIGNATURE**

By:_____ Date:_____