NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Office of Health Insurance Programs
Division of Financial Planning and Policy

RFP No. 0908250410

NYS Medicaid Specialty Pharmacy Program

Schedule of Key Events

RFP Release Date	8/31/2009
Final Date for Submission of Questions	9/28/2009
Response to Written Questions	10/13/2009 (On or About)
Proposal Due Date	11/9/2009

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:

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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
- Debriefings
- Negotiation of Contract Terms after Award
- Submission of Written Questions

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

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A. INTRODUCTION

The New York State Department of Health (DOH) is soliciting proposals from pharmacies to participate in the Medicaid 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 Attachment 2b, Specialty Pharmacy Definitions). The purpose of the Medicaid Specialty Pharmacy Program is to reduce specialty drug costs while improving enrollee clinical support and access to specialty drugs.

It is the intent of the Department to enter into up to five contracts with specialty pharmacies for each defined specialty drug category (specialty products, drugs for the treatment of cystic fibrosis, human growth hormones, and clotting factor products). The contracts are contingent upon approval of the 1915 b waiver by the Centers for Medicare and Medicaid Services (CMS). The specialty pharmacies selected for award shall provide select specialty drug products, drugs for the treatment of cystic fibrosis, human growth hormones, and clotting factor products, to both enrollees and health care providers. These selected pharmacy(s) will bill the Medicaid program directly 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 Request for Proposals, the Department defines specialty pharmacy drugs as typically high cost drugs, used to treat acute and chronic conditions. They often require special handling, can be self-administered or administered by a health care provider in the home when appropriate, or can be administered in the practitioner's office. Specialty drugs are often associated with complex drug regimes and require patient education, monitoring and clinical support. The Medicaid Specialty Pharmacy Program will also include the provision of specialized services that support patient compliance, coordination of specialty pharmacy care, and appropriate drug utilization.

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

- Specialty drug costs below Medicaid pharmacy reimbursement (see Attachment 7e);
- Direct billing to Medicaid as an enrolled pharmacy provider;
- Timely and reliable drug dispensing and delivery system for enrollees and providers; and
- 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 DOH administers the Medicaid program.

In SFY 2008-09 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 $360 million in specialty pharmacy drugs for more than 30,000 enrollees using specialty pharmacy drugs. Additional utilization statistics can be found in Attachment 3.

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

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 3a, 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 that are preferred and non-preferred in those classes, 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.

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 Medicaid 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.4.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 federal upper limit (FUL) or State Maximum Allowable Cost (SMAC) or Usual and Customary. Pharmacy reimbursement for clotting factor

products under the New York State Medicaid program currently utilizes a New York State established maximum allowable cost. See Attachment 6 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 5.

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

In SFY 2008-09 the NYS Medicaid program paid over $360 million in specialty pharmacy drugs. Additional Medicaid volume, utilization and expenditure information can be found in Attachment 3.

C. DETAILED SPECIFICATIONS

1. Objectives

Through this RFP, the DOH is authorized to enter into contracts with specialty pharmacies to implement and operate the Medicaid 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 Medicaid Specialty Pharmacy Program is to reduce specialty drug costs while improving enrollee clinical support and access to specialty drugs.

The objective of the program is to contract with up to five specialty pharmacies for each defined specialty drug category. The specialty drug categories are specialty products, drugs for the treatment of cystic fibrosis, human growth hormones, and clotting factor products. Specialty pharmacies can submit a proposal for any or all of the specialty drug categories. The selected specialty pharmacies must provide the following:

- Specialty drug costs below Medicaid pharmacy reimbursement (see Attachment 7e);
- Direct billing to Medicaid as an enrolled pharmacy provider;
- Timely and reliable drug dispensing and delivery system for enrollees and providers; and
- 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 up to five specialty pharmacies for each defined specialty category**. Specialty pharmacies may choose to bid on one or more defined specialty drug categories.** Bidders for a defined category must agree to the reimbursement rate provided in Attachment 7e and must agree to supply all the products in the specified category.

The specialty pharmacy must have at least 5 years experience in the distribution and dispensing 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 can be self-administered or administered by a health care provider in the home when appropriate, or can be administered in the practitioner's office. They frequently require patient education, monitoring and clinical support.

The specific specialty drugs for each defined specialty category that are included in the scope of the RFP are listed in Attachment 3a. DOH expects that this list will be modified over time as the program is implemented and new specialty products, drugs for the treatment of cystic fibrosis, human growth hormones and clotting factor products become available. Bidders submitting a proposal under this RFP agree to provide any drugs added to the list in accordance with the terms and conditions set forth in the RFP during the term of the contract.

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

Pharmacy
The specialty pharmacies selected for each defined specialty category as a result of this RFP will be the preferred source of the defined specialty category for FFS, MMC and FHP enrollees unless the enrollee meets program exclusion as stated below. Drugs on the specialty pharmacy drug list will only be available through the contracted specialty pharmacies for that defined specialty category. Medicaid FFS, MMC and FHP enrollees will be required to receive specialty drugs from a contracted specialty pharmacy. The DOH will not divide prescription volume between the selected specialty pharmacies nor will DOH provide specific data on enrollees currently utilizing specialty drugs. Medicaid enrollees retain their freedom of choice and will have the option to choose which specialty pharmacy they want to use to fill their specialty drug prescription(s).

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 Medicaid 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 Medicaid Specialty Pharmacy Program. Information about physician, nurse practitioner and midwife participation in the Medicaid Specialty Pharmacy Program is provided in Attachment 4.

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 Medicaid Specialty Pharmacy Program.

b) Medicaid 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 Medicaid Specialty Pharmacy Program.

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

- Drugs administered by ordered ambulatory providers, clinics and hospital outpatient departments are excluded from the Medicaid 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

Specialty pharmacies may choose to bid on one or more defined specialty drug categories. Bidders for a defined category must agree to the reimbursement rate provided in Attachment 7e, Defined Specialty Drug Category Reimbursement and must agree to supply all the products in the specified category.

The bidder must agree to a single fixed contracted guaranteed discount off of Average Wholesale Price (AWP) for each defined specialty drug category, as follows:

- For specialty product bidders, the bidder must agree to a fixed contracted discount of AWP minus 18.5% for all drugs covered in the defined specialty drug category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for all product updates made by DOH, to the specialty product category**. By submitting a proposal for this category, the bidder is agreeing to the reimbursement rate and is agreeing to supply all the products in the specified category.**

- For drugs for the treatment of cystic fibrosis bidders, the bidders must agree to a fixed contracted discount of AWP minus 18.5% for all drugs covered in the defined specialty drug category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for all product updates made by DOH, the cystic fibrosis treatment category**. By submitting a proposal for this category, the bidder is agreeing to the reimbursement rate and is agreeing to supply all the products in the specified category.**

- For human growth hormone bidders, the bidders must agree to a fixed contracted discount of AWP minus 18.5% for all drugs covered in the human growth hormone category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for all product updates made by DOH, to the human growth hormone category. **By submitting a proposal for this category, the bidder is agreeing to the reimbursement rate and is agreeing to supply all the products in the specified category.**

- For clotting factor product bidders, Medicaid currently utilizes a NY State established maximum allowable cost as the basis for reimbursement (Attachment 6). The bidders must agree to a fixed contracted guaranteed discount off AWP for **each** distinct clotting factor product covered under the scope of this RFP, as specified in Attachment 7e Defined Specialty Drug Category Reimbursement. **By submitting a proposal for this category, the bidder is agreeing to the reimbursement rate for**

each distinct clotting factor product and is agreeing to supply all the products in the specified category.

DOH reserves the right to periodically update the category lists of specialty drugs. These changes will be a result of the environmental scanning of the trends and practices in specialty pharmacy and home infusion, as described in Section C.2.m.

As of the release date of the RFP, the DOH utilizes First DataBank as the source of AWP information and receives drug pricing information on a weekly basis. The selected pharmacy(s) shall utilize First DataBank as the source of AWP information. Note: First DataBank AWP benchmark is being adjusted based on an amended settlement. More information is available at
http://www.firstdatabank.com/support/rcs/communications/awp/index.aspx
DOH will continue to utilize First DataBank as the source of AWP until such time DOH determines it to be obsolete or unavailable. DOH will not consider proposals to alter the pricing terms set forth in the agreement based on the AWP benchmark changes. The DOH reserves the right to change the source of AWP information during the term of the contract.

In the event the legislated Medicaid methodology of reimbursement changes during the term of the agreement, or other significant changes occur affecting reimbursement, DOH reserves the right to adjust the fixed contracted discounts shown in Attachment 7(e) in order to maintain the level of discount effectuated by this procurement.

The DOH pharmacy(s) reimbursement for generic equivalents to brand name drugs on the specialty pharmacy drug list will be the lower of contracted AWP discount, the federal upper limit (FUL), the estimated acquisition cost (EAC) of a drug to pharmacies, or the dispensing pharmacies usual and customary amount charged to the public. (Attachment 6)

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

The Medicaid program will continue to pay the contracted specialty pharmacy(s) the Medicaid dispensing fee established in State law as amended from time to time. Pharmacies are responsible for collecting any applicable co-payment, and the co-payment will be deducted from the pharmacy's payment. Co-payment policy (including a description of those enrollees who are exempt from co payments), and amounts can be found in Attachment 5.

2. General Tasks

The following are tasks the selected pharmacy(s) is required to accomplish through the specialty pharmacy contract including but not limited to:

- 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

Following are the details required for each task listed above:

a) Maintain Inventory of Specialty Pharmacy Drugs

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

1) Manufacturer, Wholesaler, and Distributor Relationships

The selected pharmacy(s) must provide, and update as necessary, a list of manufacturers, wholesalers, and distributors for defined specialty drug category provided in Attachment 3a, 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)
- Limitations and exclusions

2) Limitations on Access. The selected pharmacy(s) must identify all drugs included in the defined specialty drug category, Attachment 3a, 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(s) is not part of the exclusive distribution network, the selected pharmacy(s) must identify how they will access the supply when prescribed for an enrollee.
b. The selected pharmacy(s) 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(s) has a preferred agreement with a manufacturer, wholesaler, or distributor to support enrollees in times of short supply.

3) Product Recall. The selected pharmacy(s) must have in place policies and procedures for product recalls.

4) Purchasing Volume. The selected pharmacy(s) must identify its total annual purchasing volume for calendar years 2006, 2007 and 2008.

5) Stock-Out Rates and Out of Stock Process. The selected pharmacy(s) must identify its stock out rates for the drugs listed in Attachment 3a, Specialty Pharmacy Drug List, and have in place a policy and procedure for providing drugs that are out of stock.

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

7) **Short-Dated and Temperature-Sensitive Medications**. The selected pharmacy(s) must have in place 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(s) 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** included in the scope of this procurement. Medicaid enrollees have the right to choose the nursing, supply or equipment providers.

The selected pharmacy(s), for each specialty drug category, shall be responsible for the following tasks:

1) **Ancillary Supplies and Equipment**

The selected pharmacy(s) must coordinate the provision of ancillary services, supplies and equipment required for home administration of specialty drugs. 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(s) 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(s) 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(s) 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(s) 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(s) may also provide and bill nursing services directly when their nursing service is enrolled in the MA program.

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

c) Operate a Call Center

1) **Operate a Call Center for Enrollees and Providers**. The selected pharmacy(s) 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 Medicaid Specialty Pharmacy Program. The selected pharmacy(s) must accommodate enrollees who have limited English proficiency. The selected pharmacy(s) 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(s) 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 Time. During non-routine business hours (after hours, weekends, and holidays) the selected pharmacy(s) 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(s) 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(s) must provide reliable, timely, convenient dispensing and delivery to providers and enrollees.

The selected pharmacy(s) must have the 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(s) shall be responsible for performing the following tasks and the proposal must describe how the specialty pharmacy(s) will perform these tasks.

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

   The selected pharmacy(s) 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(s) will collect Caller ID information when available.

2) **Ensure adequate staffing of pharmacies.** The selected pharmacy(s) 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. For example, NYS requires a maximum pharmacist to technician ratio of 1:2.

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(s) 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. Provide translated prescription labels and inserts to ensure adequate language access for beneficiaries with limited English proficiency
   IV. Verify enrollee's eligibility using eMedNY
   V. Coordinate, obtain and validate the prescription when authorization is required.
   VI. Submit accurate claims using the eMedNY on-line claims adjudication system.
   VII. Turnaround "clean" prescriptions within two (2) business days.
      i. Prescriptions received after 2:00 PM eastern time may be processed the next business day
   VII. Ensure an accuracy rate of 99.9% per calendar day.
   VIII. Prescriptions requiring intervention;
      i. An attempt to contact the prescriber by telephone, within one (1) business day of prescription receipt, must be made for all prescriptions requiring intervention.
      ii. The enrollee must be contacted if unable to effectively resolve the intervention with the prescriber within two (2) business days.

b. The selected pharmacy(s) must maintain dispensing policies and procedures for all of the following for specialty drugs:
   I. Proper storage
   II. Refills, including steps to insure need and address compliance, adherence, and avoidance of stockpiling.
      i. The selected pharmacy(s) is required to contact the enrollee no later than when 75% of the dispensed specialty drug is exhausted and supplies are expected to run out.
      ii. The selected pharmacy(s) 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(s) will be required to track the progress of the delivery, obtain a signature from the enrollee, a designated 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.
   III. Emergency prescriptions and emergency refills.
   IV. Replacement costs of prescription drugs and medical supplies and equipment damaged during distribution and delivery.
   V. Dispensing of drugs with short expiration dates.
   VI. Waste management.
   VII. Educational interventions with prescribers including prescribers whose prescribing practices are considered outliers.
   VIII. The selected pharmacy(s) 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(s) 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(s). The selected pharmacy(s) 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. A waiver of signature form is not an acceptable practice, and such forms will not serve as confirmation of delivery.

In the event that an enrollee and/or provider has an immediate need for a specialty drug, the selected pharmacy(s) 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(s) will arrange for and coordinate the delivery at the local level.

The selected pharmacy(s) 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(s) 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(s) 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. Specialized 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(s) 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 patient care support, at a minimum:

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

2) The selected pharmacy(s) 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(s) (e.g., questions about eligibility for services), the selected pharmacy(s) must provide the caller with the telephone number of the DOH office that the caller should contact. The DOH will provide the selected pharmacy(s) with a list of DOH offices and telephone numbers.

3) The selected pharmacy(s) 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 pharmacy(s) must provide appropriately qualified personnel to implement and administer the Medicaid 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(s) 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 requires that a dedicated Project Manager be employed solely to conduct the Medicaid Specialty Pharmacy Program contract management activities.

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

3) The selected pharmacy(s) 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(s) shall immediately notify the DOH's Project Manager of the replacement of any of the selected pharmacy(s) staff or subcontractors assigned to this contract with staff of equivalent or higher qualifications, and such staff shall be relieved of any further work under this contract.

5) **Subcontracting** The selected pharmacy(s) 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 Medicaid Specialty Pharmacy Program. All individuals or entities with which the selected pharmacy(s) 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(s) remains responsible for all requirements specified in this RFP, regardless of whether the tasks are performed by the selected pharmacy(s) or by individuals or entities with whom the selected pharmacy(s) 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, at a minimum:
   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, at a minimum:
   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, at a minimum:
   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 year 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, at a minimum:
   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. Pharmacy staff responsibilities must include, at a minimum :

a. Understanding or experience with dispensing specialty pharmacy drugs, including prescription renewals
b. Providing patient counseling, education and monitoring; providing clinical interventions; and reporting and managing adverse events
c. 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
d. Determine remaining doses on hand (if any) to avoid waste.

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, at a minimum:

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(s) shall provide the DOH's Project Manager with the resume of a proposed replacement, with equivalent or higher qualifications, within 10 business days from the date the selected pharmacy(s) 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(s) must develop and submit for DOH approval, before implementation of the Medicaid 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(s) 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(s) 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(s) may implement the policy or procedure. The DOH assures that it will not infringe on accreditation requirements; therefore, the specialty pharmacy is required to provide policies and procedures and the State will have final approval.

i) Communications

The DOH will develop materials to initially notify enrollees and providers about the Medicaid 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 names of the selected pharmacies and contact information. The DOH will NOT divide prescription volume among the bidders receiving an award under this RFP. Medicaid enrollees retain their freedom of choice and will have the option to choose which specialty pharmacy they want to use to fill their specialty drug prescription(s). **Direct marketing to Medicaid beneficiaries is an unacceptable practice and will not be allowed.**

The selected pharmacy(s) 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(s) solely for the purpose of the NY Medicaid program must be approved in writing by the DOH prior to implementation of the Medicaid Specialty Pharmacy Program.

In addition, the selected pharmacy(s) is responsible for the development, revision, production and mailing of the following to enrollees who have chosen to utilize the selected pharmacy(s):

1) Educational and Informational Materials. The selected pharmacy(s) 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 Medicaid 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(s) 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 Medicaid Specialty Pharmacy Program that can be used at stakeholders meetings and posted on the DOH's website prior to implementation.

2) **Medicaid Specialty Pharmacy Program Website.** The selected pharmacy(s) is required to develop and maintain its own pharmacy website. The selected pharmacy(s) 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 Medicaid Specialty Pharmacy Program
b. The NY State Specialty Pharmacy drug list
c. How to obtain a prior authorization 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(s) 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(s) must submit preliminary and final drafts of the materials, for the DOH's approval before implementation of the Medicaid 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(s) to develop and translate other materials, as necessary.

j) Coordination with the DOH

At a minimum, the selected pharmacy(s) must assist and support the DOH in the following manner:

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

2) It is expected that the selected pharmacy(s) will make recommendations to the DOH for potential improvements in the Medicaid 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(s) to arrange for delivery of the drug. Consistent with the Medicaid 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.

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

4) Utilize information from accumulated business reviews, operational and clinical experience, and reports and data it generates to recommend to the DOH the following:

a. New specialty pharmacy drugs to be added to the scope of products covered under the Medicaid Specialty Pharmacy Program.
b. Prior authorization of existing or new specialty pharmacy drugs based on evidence based clinical criteria and utilization review information, including quantity limits when applicable. Upon request, the selected pharmacy(s) 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. The DOH will maintain responsibility for final approval of requirements and guidelines.
c. 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.

5) The selected pharmacy(s) must collaborate with the DOH in the ongoing evaluation of the Medicaid 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 currently receiving a specialty drug from a pharmacy at the time of the Medicaid Specialty Pharmacy Program implementation date, may continue to receive the drug from the pharmacy up to 180 calendar days from the date the prescription was written or up to 5 refills, whichever is less. New specialty drug prescriptions written within 60 calendar days prior to the Medicaid 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 3a, must be dispensed by the selected specialty pharmacy; claims from all other pharmacies will be denied.

The selected pharmacy(s) must submit for DOH approval, before implementation, a detailed plan on transitioning enrollees, providers and prescribers to the Medicaid Specialty

Pharmacy Program that will ensure uninterrupted continuity of care and a seamless transition.

l) Perform Quality Assurance Monitoring

The selected pharmacy(s) must monitor the quality of all components of the Medicaid Specialty Pharmacy Program.

m) Perform Environmental Scanning

The selected pharmacy(s) 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

DOH reserves the right to continually update the list of specialty drugs. These changes will be a result of the environmental scanning of the trends and practices in specialty pharmacy and home infusion therapy.

n) Monitoring, Performance Standards and Corrective Action Plans

1) DOH Monitoring. The selected pharmacy(s) 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(s) 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(s) must conduct, at a minimum, monthly status meetings with the DOH, or as otherwise directed by the DOH. The selected pharmacy(s) 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(s) 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(s) 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(s) 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 Medicaid 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, at a minimum:

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(s) (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.3.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.

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

5) Corrective Action Plans. The DOH will inform the selected pharmacy(s) 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(s) will take to correct the situation or reasons why the selected pharmacy(s) believes corrective action is not necessary
c. Timetable for performance of each corrective action step.
d. Monitoring the selected pharmacy(s) will perform to ensure that it takes the specified corrective action steps.

The selected pharmacy(s) must implement the corrective action plan within the timeframe specified by the DOH. Failure by the selected pharmacy(s) 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(s) 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(s) 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, including any subsequent revisions or updates.

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(s) 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(s) 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(s) will produce.
2) The selected pharmacy(s) 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(s) 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(s) must participate in a readiness review that the DOH will conduct prior to the implementation of the Medicaid Specialty Pharmacy Program.

r) Transition

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

3. Reports and Project Control

The selected pharmacy(s) must continually monitor performance throughout the term of the contract. The selected pharmacy(s) must establish and maintain a DOH-approved system of

records and reports for the Medicaid 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(s) 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(s) 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(s) must submit to the DOH specified below, the selected pharmacy(s) 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. From the initial date of the contract through the first three months of full operation of the Medicaid Specialty Pharmacy Program, the selected pharmacy(s) 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(s) 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(s) 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(s) must revise these reports, as requested by the DOH.

c) Satisfaction Survey. The selected pharmacy(s) 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 (10^{th}) day of the month following the end of the reporting period.
3) Quarterly reports shall be delivered to the State by the tenth (10^{th}) 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.

4. Other Requirements

a) Contractors Responsibilities

1) **HIPAA Compliance/Confidentiality.** The selected bidder(s) is responsible for ensuring the ongoing compliance regarding its operations with relevant requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. See Attachment 11.

2) **Transferring of Data.** Any and all data shared by the DOH with the selected pharmacy(s) 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(s) 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(s) shall 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(s) at any time during the contract period must be communicated in writing to the DOH. The Medicaid program shall reimburse only the contracted specialty pharmacy(s), not any other entity, through the eMedNY on-line adjudication system at the contracted price.

7) **Access to Facility.** The selected pharmacy(s) 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 Medicaid 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 execute a contract and contract amendments with the successful bidders. 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(s) 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 billed, the Contractor shall provide technical support to the State in resolving the dispute.

D. CLOTTING FACTOR PRODUCTS DETAILED SPECIFICATIONS

<u>**To Be Completed by Clotting Factor Bidders ****</u>**

1. Tasks for Clotting Factor Products

In addition to the tasks included in the previous section (Section C.2), the following are tasks the selected clotting factor product pharmacies are required to accomplish through the specialty pharmacy contract including but not limited to:

- Assay management

- Clotting Factor Pedigree
- Limitations on Supply and Access
- Ancillary Supplies and Equipment
- Staffing
- Dispensing of Clotting Factor Products
- Clinical Support System

Following are the details required for each task listed above:

a) Assay Management. The selected pharmacy(s) must maintain a consistent inventory of clotting factor with a range of assays to support assay management. The assay management program must have a goal of filling all clotting factor prescriptions within a plus or minus 5-10% of prescribed assays. The selected pharmacy(s) 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(s) will take to: provide the prescribed product in the event that it does not have a clotting factor product in inventory that matches the prescription, ensure that clotting factor concentrates have acceptable expiration dates based on diagnosis and frequency of treatment, and a process when only short-dated clotting factor is available.

b) Clotting Factor Pedigree. The selected pharmacy(s) must guarantee the pedigree of clotting factor. If clotting factor is purchased from any source other than a manufacturer, the selected pharmacy(s) 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. The selected pharmacy(s) must participate in the National Patient Notification System for clotting factor recalls.

c) Limitations on Supply and Access. The selected pharmacy(s) must identify all clotting factor products included in Attachment 3a, Specialty Pharmacy Drug List, for which:

1) Access to a supply of the drug is subject to constraints such as exclusive distribution rights and the selected pharmacy(s) is not part of the exclusive distribution network, the selected pharmacy(s) must identify how they will access the supply when prescribed for an enrollee.
2) The selected pharmacy(s) will use a local entity such as a community pharmacy(s) to provide the drug(s) and the circumstances when that would occur, (e.g., time sensitive).
3) The selected pharmacy(s) has a preferred agreement with a manufacturer, wholesaler, or distributor to support enrollees in times of short supply.

d) Ancillary Supplies and Equipment. The selected pharmacy(s) must coordinate the provision of ancillary services, supplies and equipment required for home administration of clotting factor products, including supplies for the treatment or prevention of bleeding episodes. If provided, covered supplies and equipment can be billed to the Medicaid program.

e) Staffing. The selected pharmacy(s) must provide pharmacy(s) staff knowledgeable in the management of hematological disorders with emphasis on bleeding disorders. Pharmacy(s) staff responsibilities must include, at a minimum:

1) Assay managing clotting factor products
2) Providing patient counseling, education and monitoring; providing clinical interventions; and reporting and managing adverse events

3) 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
4) Determine remaining doses on hand (if any) to avoid waste and manage inventory

f) Dispensing of Clotting Factor Products. The selected pharmacy(s) must maintain dispensing policies and procedures for all of the following for clotting factor products, including but not limited to:

1) In-home inventory
2) Proper storage
3) Refills, including steps to insure need and address compliance, adherence, and avoidance of stockpiling.
    a. The selected pharmacy(s) is required to contact the enrollee no later than 75% of the dispensed clotting factor product is exhausted and supplies are expected to run out.
    b. The selected pharmacy(s) will contact the enrollee or provider to make arrangements and secure with the enrollee or provider, a date and location for delivery of the clotting factor product(s).
    c. The selected pharmacy(s) will be required to track the progress of the delivery, obtain a signature from the enrollee, a designated 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.
4) Emergency prescriptions and emergency refills.
5) Replacement costs of prescription drugs and medical supplies and equipment damaged during distribution and delivery.
6) Dispensing of drugs with short expiration dates.
7) Waste management.
8) Educational interventions with prescribers including prescribers whose prescribing practices are considered outliers.
9) The selected pharmacy(s) must develop and maintain a list of ancillary medical supplies and equipment to be provided.

g) Clinical Support System. The selected pharmacy(s) must implement and operate an integrated clinical support system designed to support proper clotting factor product administration and clotting and bleeding disorder patient care management. The model proposed should reflect "best practices" in managing clotting and bleeding disorders.

E. PROCUREMENT TIMELINE

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

ACTION	DATE
RFP Release	8/31/2009
Final Date for Submission of Questions	9/28/2009
Response to Written Questions	On or about 10/13/2009
Proposal Due Date	11/9/2009
Anticipated Selection Announcement	12/16/09
Projected Contract Start Date	3/1/10

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

F. 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.

By submitting a proposal for a defined specialty drug category, the bidder is agreeing to the reimbursement rate specified in Attachment 7e, Financial Form and is agreeing to supply all the products in the specified category.

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material. Narrative should be double spaced, on one side, using 8 ½ by 11 inch paper, a 12 pitch font or larger, with minimum 1 inch margins all around, submitted in three-ring binders, and adhere to the maximum page limits. **Where page limits are imposed, any excess pages will be removed and not scored.**

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 1, 7, and 8. 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. **All bidders must complete parts I and II**. A cover sheet MUST accompany the proposal information (see Attachment 1).

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.

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 G 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 contract office in an appropriately labeled "NYS Medicaid Specialty Pharmacy RFP" and sealed package. **NOTE: proposals for Clotting Factor Products must include Parts I, II and III as further described below.**

- **Proposal Part I (To be completed by all bidders): Corporate Qualifications Response should include the following:**
  - Cover Sheet
  - General Corporate Qualifications
  - Subcontractors proposed, with Letter of Commitment from each Subcontractor

- **o** Corporate Experience with Functions Included in this RFP (See Attachment 7, TP Form-1, Summary of Corporate Experience and References Attachment 7a and include TP Form-2 Attachment 7b)
- **o** General Corporate Operational Capacity and Experience
- **o** Vendor Responsibility Attestation Form (See Attachment 10)

- **Proposal Part II (To be completed by all bidders): Response should include the following:**
  - **o** General Organizational Structure and Operations
  - **o** Personnel (See Attachment 7, TP Form-3, Job Description Attachment 7c and TP Form-4, Personnel Resume Attachment 7d)
  - **o** Work Plan for Implementation schedule
  - **o** Detailed Work Plan

- **Proposal Part III (To be completed by Clotting Factor Bidders in addition to Parts I and II): Clotting Factor Product Response should include the following:**
  - **o** Detailed Clotting Factor Product Work Plan

NOTE: Proposals from bidders for Clotting Factor Products must include Parts I, II **and** III.

2. Format for 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:

1. The bidder is licensed as a pharmacy by NYS Department of Education at the time of proposal submission. Include a copy of the current NYS pharmacy license.
2. 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.
3. The bidder is accredited by Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Accreditation Commission for Health Care (ACHC), or the Community Health Accreditation Program (CHAP) at the time of proposal submission. Include proof of current accreditation.
4. The bidder must be enrolled in Medicare and eligible to participate in the NYS Medicaid program. Include proof of Medicare enrollment.

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) 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. (Minimum 5 years experience)
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) 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.

3) Affiliations

Describe all affiliations/relationships between the parent company, the bidding company and/or the proposed subcontractors with the pharmaceutical industry.

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.

4) 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

b) 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.

7) **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.**

c) 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 bidders 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 experience of the bidder.

1) **Summary of Experience and References:** The bidders must complete copies of **TP Form-1, Summary of Experience and References,** summarizing experience with three (3) current or former clients (one form for each), 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 7a 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:** Submit a TP-Form-2, Attachment 7b, for each of three (3) clients and describe in detail information on the bidder's specific experience in operating a specialty pharmacy program as outlined on the form. Studies or projects referred to must be identified and the name of the client shown, including the name, address, and telephone number of the responsible official of the client. The bidder must describe how they have reduced expenditures for the client 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), the Accreditation Commission for Health Care (ACHC), or the Community Health Accreditation Program (CHAP) including the expiration date of the certification.

d) General Operational Capacity and Experience

The State requires that the selected bidders 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 total call center capacity 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 Part II –Proposal

This section of the Proposal must include detailed information on how the bidder will accomplish the specific tasks described Section C of the RFP.

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 bidders 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.2.g, 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 7c), 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 7d)**,** 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 Specialty Pharmacy Program. 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.2.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 Work Plan

Describe in narrative form your plan for accomplishing the work. Use the task descriptions in C.2, General Tasks, as your reference point. 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 plan.

1) Maintain an Inventory of Specialty Pharmacy Drugs. (Section C.2.a) (Limit: Twenty pages excluding the list required in 1.a)

a. The selected pharmacy(s) must provide, and update as necessary, a list of manufacturers, wholesalers, and distributors for defined specialty drug category provided in Attachment 3a, List of Specialty Pharmacy Drugs, with whom the selected pharmacy(s) has a contractual relationship, addressing the items listed below:
   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. Limitations and exclusions
b. Identify all specialty pharmacy drugs included in Attachment 3a, 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 allocate specialty pharmacy drugs to enrollees in times of short supply.
c. Describe the bidder's policy for product recalls.
d. Provide the bidder's total purchasing volume and stratified annual purchasing volume.
e. Identify the bidder's stock out rates for the drugs identified in Attachment 3a, Specialty Pharmacy Drug List, and describe its policies and procedures for providing drugs that are out of stock.
f. Describe the bidder's policies to manage products deemed "undeliverable" or returned by either the MA enrollee or healthcare provider.
g. 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.2.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.
c. Describe how the bidder plans to verify or coordinate the provision of in-home nursing services, when appropriate.

3) Operate a Call Center (Section C.2.c) (Limit: Five pages)

a. Describe how the bidder intends to operate an efficient and responsive call center for enrollees and providers. Include hours of operation and capabilities to track call center statistics.

b. Address accommodations for enrollees who have limited English proficiency or who are speech and hearing impaired.
c. Identify each location of and how the bidder will ensure adequate staffing of its call centers.
d. Describe the process for direct clinical contact, both during routine business hours, and during non-routine business hours (after hours, weekends, and holidays).

4) Implement and Operate a Specialty Pharmacy Dispensing and Delivery System. (Section C.2.d) (Limit: Twenty pages)

a. Describe how the bidder intends to operate an efficient, accurate and responsive ordering and refill process, including detail about the capability to receive prescriptions from enrollees and prescribers and requests for refills. Describe any 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, and any additional distribution sites 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. Provide translated prescription labels and inserts to ensure adequate language access for beneficiaries with limited English proficiency
    IV. 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.
    V. Ensure an accuracy rate of 99.9% per calendar day.
    VI. Describe the process for handling prescriptions requiring intervention
d. Describe the bidder's dispensing policies and procedures for specialty drugs as related to 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 offered by the bidder to prescribers, hospital discharge planners, providers administering a specialty pharmacy drug, office staff and enrollees and their families/caregivers related to distribution, delivery, handling and storage of specialty pharmacy.
    VI. Distribution of all products with a short shelf life and those requiring special handing.

5) **Implement and Operate a Clinical Support System**. (Section C.2.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. Individualized education, guidance, counseling and ongoing communication with both enrollees and providers to support patient care.
      II. Optimal compliance with and adherence to drug regimens including the bidder's definition of compliance and how it relates to patient care.
      III. Care collaboration and coordination.
      IV. Improved therapeutic outcomes and how they are monitored and measured.
      V. Methods of achieving reduced expenditures.

6) **Respond to General Inquiries and Complaints**. (Section C.2.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.

7) **Policies and Procedures** (Section C.2.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.

8) **Communication**. (Section C.2.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.

9) **Coordination with the DOH** (Section C.2.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 Medicaid Specialty Pharmacy Program.

b. Describe how the bidder will assist the DOH to address inquiries and complaints about the Medicaid Specialty Pharmacy Program.
c. The DOH's intent is to seek recommendations from the selected pharmacy(s) 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(s) 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 Medicaid Specialty Pharmacy Program. Include information about outcomes measures the bidder recommends using to measure program effectiveness.

10) Plan for Transition to the Specialty Pharmacy and Continuity of Care. (Section C.2.k) (Limit: Four pages)
In accordance with program requirements, submit the bidder's proposed plan to transition enrollees, providers and prescribers to the Medicaid Specialty Pharmacy Program that will ensure uninterrupted access of care and a seamless transition to the specialty pharmacy.

11) Perform Quality Assurance Monitoring (Section C.2.l) (Limit: Four pages)
Describe how the bidder will monitor the quality of all components of the Medicaid 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 Medicaid 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.

12) Perform Environmental Scanning. (Section C.2.m) (Limit: Four pages)
Describe how the bidder will identify and report on trends and practices in specialty pharmacy and home infusion therapy.

13) Monitoring and Performance Standards (Section C.2.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.

14) Information Technology (IT) (Section C.2.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.2.o of this RFP.

15) Reports and Project Control (Section C.3) (Limit: Five pages and three examples)
a. Describe how the bidder will meet the reporting requirements established in Section C.3 (Reports and Project Control) for status reports, ad hoc reports, problem

identification and resolution reports and ongoing evaluation of the Medicaid Specialty Pharmacy Program.

b. Describe additional reports the bidder would recommend developing to monitor the activity of the Medicaid Specialty Pharmacy Program. Provide examples of existing reports that the bidder has developed for past clients.

4. Format for Part III – Clotting Factor Product Work Plan

<u>**To Be Completed by Clotting Factor Bidders ****</u>**

For clotting factor product bidder's the proposal must include detailed information on how the bidder will accomplish the specific tasks described in Section C, **and** Section D of the RFP. **Where page limits are imposed, any excess pages will be removed and not scored.**

COMPLETE THIS SECTION IF BIDDING FOR THE CLOTTING FACTOR PRODUCTS.

a) Detailed Clotting Factor Product Work Plan

1) Assay Management (Section D.1.a) (Limit: Five pages)

a. 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.
b. 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 the steps the bidder will take to ensure that clotting factor concentrates have acceptable outdates based on diagnosis and frequency of treatment.
d. Describe the steps the bidder will take when only short-dated factor is available.

2) Clotting Factor Pedigree (Section D.1.b) (Limit: Three pages)

a. Describe how the bidder guarantees the pedigree of the clotting factor product to avoid any type of product mishandling or tampering.
b. Describe how the bidder will handle product recalls.

3) Limitations on Supply and Access (Section D.1.c) (Limit: Three pages)

Identify all specialty pharmacy drugs included in Attachment 3a, 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 clotting factor product and under which circumstances.
iii. A manufacturer, wholesaler, or distributor will allocate clotting factor product to enrollees in times of short supply.

4) Ancillary Supplies and Equipment (Section D.1.d) (Limit: Three 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 or prevention of bleeding episodes.

5) Dispensing of Clotting Factor Products (Section D.1.f) (Limit: Three Pages)

Describe the bidder's dispensing policies and procedures for clotting factor as related to in-home inventory; 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.

6) Clinical Support System (Section D.1.g) (Limit: Five pages)

a. Provide an overview of the bidder's clinical support system with examples of how the model reflects "best practices" in managing hemophilia care.
b. For individuals with hemophilia, provide a detailed description of the bidder's patient care programs, including documentation on the following program components: 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 clotting factor products.

5. METHOD OF AWARD

At its sole discretion, DOH may, during the evaluation process, 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. Bidders should not assume any clarifying information will be requested, and should do their utmost to submit a clear and complete proposal.

Separate awards will be made for each defined specialty drug category, specialty products, drugs for the treatment of cystic fibrosis, human growth hormones, and clotting factor products. Should a bidder receive more than one contract award, for ease of administration, only one contract will be issued.

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 proposal was timely submitted.
2) The bidder's Bid Form (Attachment 8) was submitted.
3) The bidder has agreed to the single fixed contracted guaranteed discounts off of Average Wholesale Price (AWP) for each defined specialty drug category that the bidder is proposing to provide. The bidder has agreed to the reimbursement rate and has agreed to supply all the products in the specified category.
4) The bidder is licensed as a pharmacy by NYS Department of Education at the time of proposal submission.
5) The bidder has attested to having 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.
6) The bidder is accredited by JCAHO, ACHC or CHAP at the time of proposal submission.
7) The bidder must be enrolled in Medicare and eligible to participate in the NYS Medicaid program.

b) Proposal Score Parts I and II (1000 points) To Be Completed By All Bidders

DOH will evaluate and score proposals for each defined specialty drug category based on each bidder's ability to perform the Scope of Work and Detailed Specifications described in this RFP. **Since all bidders are required to accept the reimbursement rate shown in Attachment 7e of this RFP, the technical weighting will represent 100% of the scoring.**

The evaluation will be based on the bidder's written proposal and responses to clarifying questions, if any. Proposals failing to achieve at least 650 points under Parts I and II will not be further evaluated and will result in disqualification.

c) Proposal Score Part III (500 points) To Be Completed By Clotting Factor Product Bidders

DOH will evaluate and score proposals based on each clotting factor product bidder's ability to perform the Scope of Work and Detailed Specifications, and the Clotting Factor Product Detailed Specifications described in this RFP.

The evaluation will be based on the bidder's written proposal and proposal for clotting factor products and responses to clarifying questions, if any. Proposals failing to achieve 350 of the 500 clotting factor proposal (Y) points will not be further evaluated and will result in disqualification.

For Clotting Factor Product Bidders:

The following formula will be used to determine the clotting factor product bidder's final proposal score: T = X + Y where

T= Clotting Factor Bidders Final Score (1500)

X= Proposal Score from parts I and II (1000)

Y= Proposal Score Part III (500)

d) Total Score and Bidders' Selection

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

The scores for each defined specialty drug category (specialty products, drugs for the treatment of cystic fibrosis, human growth hormones and clotting factor products) will be ranked in order of highest to lowest score, and up to five (5) awards will be made in rank order for each defined specialty drug category based on the score.

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.

G. 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

Any questions concerning this solicitation must be directed to:

Mr. Joseph Zeccolo
NYS Department of Health
Corning Tower, ESP Room 2019
Albany, NY 12237
Email: jxz02@health.state.ny.us

Each question raised should cite the RFP section, paragraph and page number to which it refers. 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/ on or about 10/13/2009. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

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 deadline for the submission of questions as prescribed for in the RFP..

3. SUBMISSION OF PROPOSAL

Interested bidders should submit **two (2) original copies, twelve (12) copies of the proposal on paper and one copy on CD ROM in Microsoft Word and Excel.** The proposals will not be accepted any later than **3:00 PM** on **11/9/2009.** The proposal cover sheet must be signed by a legally responsible corporate officer authorized to bind the company.

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

Mr. Joseph Zeccolo
NYS Department of Health
Corning Tower, ESP Room 2019
Albany, NY 12237
Email: jxz02@health.state.ny.us

It is the bidders' responsibility to see that bids are delivered 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 Room 2019 will not be considered. **No proposals will be accepted by fax or electronic mail.**

a) The **Cover Sheet** (**Attachment 1**) must be filled out in its entirety.

b) The responsible corporate officer for contract negotiation must be listed on Attachment 1, Cover Sheet. This document must be signed by the responsible corporate officer.

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

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, either in whole or in part.

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

c) Adjust or correct cost or cost figures with the concurrence of bidders 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 is anticipated to be March 1, 2010 through February 28, 2013. 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.

Should the CMS' approval of the 1915(b) waiver not be renewed, the contract may be terminated.

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) calendar 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, unsuccessful bidders may request a debriefing of their proposal. Please note the debriefing will be conducted in accordance with State Finance Law. Requests must be received no later than one month from the date of award or non-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 cover sheet 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 request 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 10).

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 New York State Commission on Public Integrity 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 New York State Commission on Public Integrity;

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 State Commission on Public Integrity regarding procurement lobbying, the 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 New York State Commission on Public Integrity.

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.

15. Piggybacking

New York State Finance Law section 163(10)(e) (see also http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

16. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 16) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

H. 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**:

  - o **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

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

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

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

- ❑ Appendix X- Modification Agreement Form

I. ATTACHMENTS

1. Cover Sheet
2. Resources
3. Tables
4. Physician Enrollment
5. Co-Payments
6. Pharmacy Reimbursement
7. Bidder's Response Forms
8. NYS DOH Bid Form
9. NYS DOH No Bid Form
10. Vendor Responsibility Attestation
11. Standard Contract Boiler Plate
12. NYS Taxation and Finance Contractors Certification Form ST-220-TD
13. NYS Taxation and Finance Contractors Certification Form ST-220-CA
14. State Consultant Services Form A, Contractor's Planned Employment
15. State Consultant Services Form B, Contractor's Annual Employment Report
16. Minority and/or Women Owned Business Enterprises (M/WBE's) forms

ATTACHMENT 1

Cover Sheet

Attachment 1

RFP # 0908250410

COVER SHEET

Name of Bidder *(Legal name as registered with the New York State Department of State)*

Mailing Address *(Street address, P.O. Box, City, State, ZIP Code)*

Federal Employer Identification Number:

Specialty Categories for Bid *(Please Initial and Check Box for each Specialty Category Bidder is Proposing to Provide)*

Specialty Category	**Check Box**	**Initial**
Specialty Drug Products	☐	
Drugs for Treatment of Cystic Fibrosis	☐	
Human Growth Hormones	☐	
Clotting Factor Products	☐	

By checking and initialing the boxes above, the bidder is agreeing to the reimbursement rate specified in Attachment 7e, Defined Specialty Drug Category Reimbursement and is agreeing to supply all the products in the specified category.

Name/Title of person authorized to act as the contact for this firm in matters regarding this proposal:	**Name/Title of person authorized to obligate this firm in matters regarding this proposal or the resulting contract:**
Printed Name (*First Last)*: Title: Telephone number: ( ) Fax number: ( ) E-mail:	Printed Name (*First Last)*: Title: Telephone number: ( ) Fax number: ( ) E-mail:

The above named individual attests that:

☐ The bidder is licensed as a pharmacy by NYS Department of Education;
☐ The bidder has 5 years experience in the operation of a specialty pharmacy;
☐ The bidder is accredited by JCAHO, ACHC, or CHAP; and
☐ The bidder is enrolled in Medicare

By signing the cover sheet, the above named individual attests to his/her express authority to sign on behalf on the above named 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.

Signature of Bidder's Authorized Representative: Date:

ATTACHMENT 2

Resources

Specialty Pharmacy Legislation (ATT 2a)
Specialty Pharmacy Definitions (ATT 2b)
Medicaid Enrollees by Counties (ATT 2c)
Department of Health Websites (ATT 2d)

REQUEST FOR PROPOSALS
MEDICAID 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

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.

Dispensing Accuracy - 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.

Emergency - a medical or behavioral condition as determined by the prescriber or pharmacist, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, and for which delay in beginning treatment prescribed by the patient's health care provider would result in:

- placing the health or safety of the person afflicted with such condition or other person or persons in serious jeopardy;
- serious impairment to such person's bodily functions;
- serious dysfunction of any bodily organ or part if such person;
- serious disfigurement of such person; or
- severe discomfort

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.

REQUEST FOR PROPOSAL
SPECIALTY PHARMACY PROGRAM

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 clotting factor 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.

Undeliverable - Any prescription that has been lost or damaged through distribution and delivery and any prescription where delivery has not been confirmed by signature of the enrollee, their designee, the provider or their designee.

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

MEDICAID
Monthly Average Number of Medicaid Enrollees by Category of Eligibility by Social Service District
Calendar Year 2008

Rev.3/3/09

Social Services District	TOTAL MEDICAID ENROLLEES	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	4,159,723	231,717	76,513	113,107	137,088	154,768	535,058	1,203,689	368,033	56,349	340,254	229,124	153,229	531,044	29,749	New York State
New York City	2,733,803	157,409	47,129	88,585	101,609	123,511	309,612	759,114	207,466	49,103	281,874	125,429	62,151	394,853	25,958	New York City
Rest of State	1,425,920	74,309	29,384	24,521	35,480	31,257	225,446	444,575	160,568	7,246	58,379	103,696	91,078	136,191	3,791	Rest of State
Albany	37,659	2,382	963	854	1,072	603	6,722	10,659	4,094	190	1,777	2,637	2,600	3,051	57	Albany
Allegany	8,410	439	198	85	140	192	1,378	2,528	1,096	63	377	554	536	826	0	Allegany
Broome	33,860	2,115	878	692	1,116	454	5,916	9,698	4,141	125	1,026	2,398	2,224	3,062	15	Broome
Cattaraugus	13,871	409	162	79	161	279	2,167	4,448	1,778	209	492	1,204	955	1,520	6	Cattaraugus
Cayuga	12,091	461	184	86	169	301	1,611	4,188	2,043	29	503	951	702	860	3	Cayuga
Chautauqua	27,008	1,688	599	533	670	588	3,983	8,030	3,166	134	1,391	2,095	1,704	2,423	4	Chautauqua
Chemung	17,481	1,097	378	306	378	372	3,034	5,313	2,215	88	604	1,216	1,050	1,426	5	Chemung
Chenango	9,924	278	106	25	87	92	1,479	3,413	1,434	58	433	819	854	847	1	Chenango
Clinton	14,146	799	343	136	312	415	2,439	3,921	1,811	71	627	916	1,128	1,221	7	Clinton
Columbia	7,619	326	147	53	149	184	1,399	2,398	819	27	216	588	590	718	5	Columbia
Cortland	8,511	411	209	74	170	209	1,065	2,874	1,105	28	317	624	477	947	2	Cortland
Delaware	6,967	160	64	8	63	185	1,061	2,253	822	90	429	705	485	640	2	Delaware
Dutchess	24,245	1,027	498	213	512	573	4,342	7,133	2,212	454	916	2,079	2,052	2,181	54	Dutchess
Erie	149,807	10,712	3,625	3,933	5,052	1,488	26,716	41,453	15,811	571	7,503	9,406	8,843	14,528	166	Erie
Essex	5,354	104	49	10	44	78	943	1,578	641	45	239	446	456	717	4	Essex
Franklin	8,560	298	127	81	117	132	1,593	2,540	1,199	15	379	506	786	786	1	Franklin
Fulton	11,856	216	96	16	96	162	1,837	3,888	1,653	101	550	1,092	898	1,250	1	Fulton
Genesee	8,010	259	95	40	123	155	951	2,538	1,133	245	337	651	523	919	42	Genesee
Greene	7,062	361	168	71	172	181	1,189	2,052	862	20	290	518	527	651	2	Greene
Hamilton	501	9	6	0	5	4	71	129	45	21	25	85	42	60	0	Hamilton
Herkimer	11,886	317	145	47	150	171	1,609	3,954	1,664	72	531	898	764	1,516	49	Herkimer
Jefferson	17,492	438	177	54	205	228	2,746	5,936	2,892	70	605	1,319	949	1,833	41	Jefferson
Lewis	4,378	60	26	11	30	87	607	1,480	688	10	189	480	270	441	0	Lewis
Livingston	7,269	264	135	55	168	39	1,067	2,400	1,032	18	331	492	575	692	1	Livingston
Madison	9,225	279	139	16	90	84	1,338	3,270	1,323	12	366	652	696	960	1	Madison
Monroe	119,087	11,415	4,067	5,488	6,946	2,396	19,784	30,743	10,614	648	4,788	6,109	6,574	9,195	321	Monroe
Montgomery	10,325	417	164	49	155	163	1,511	3,512	1,363	43	488	793	558	1,108	1	Montgomery
Nassau	102,550	4,033	1,870	1,339	2,020	5,273	15,656	29,058	8,993	184	2,330	10,552	7,268	13,006	969	Nassau
Niagara	33,382	1,827	730	563	1,043	413	5,195	9,837	4,237	263	1,770	2,094	2,160	3,240	11	Niagara
Oneida	42,325	2,864	1,102	758	872	720	7,953	12,621	4,208	149	1,316	2,890	2,534	4,333	8	Oneida
Onondaga	67,812	4,795	1,669	1,370	1,575	1,805	11,673	20,904	7,910	146	2,140	3,805	4,132	5,861	26	Onondaga
Ontario	11,343	524	254	106	261	275	1,589	3,547	1,404	18	310	1,065	864	1,124	4	Ontario
Orange	51,720	2,307	896	740	826	1,119	5,314	21,684	6,818	229	1,905	2,929	2,826	4,003	125	Orange
Orleans	7,208	367	162	115	195	96	899	2,316	750	117	376	532	491	791	1	Orleans
Oswego	22,153	846	376	134	240	140	3,131	7,871	3,185	100	994	848	1,399	2,889	1	Oswego
Otsego	8,315	105	60	12	51	119	1,288	2,750	1,116	59	400	675	812	866	2	Otsego
Putnam	4,671	69	37	3	36	155	843	1,341	446	30	201	539	519	440	13	Putnam
Rensselaer	21,767	1,432	660	346	334	300	3,533	6,369	2,562	229	1,277	1,495	1,644	1,583	4	Rensselaer

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Rockland	50,255	1,024	520	447	517	1,379	3,560	23,843	7,378	156	1,828	2,873	1,610	4,900	219	Rockland
St. Lawrence	20,169	916	362	182	356	278	3,659	6,180	2,772	79	762	1,448	1,561	1,602	12	St. Lawrence
Saratoga	17,925	255	139	29	124	236	2,614	5,752	2,452	61	655	1,832	1,808	1,956	11	Saratoga
Schenectady	21,115	1,232	432	372	404	320	4,937	6,221	2,023	326	649	1,285	1,270	1,606	39	Schenectady
Schoharie	4,388	110	57	6	37	158	581	1,522	598	7	193	359	284	475	1	Schoharie
Schuyler	2,983	152	77	19	66	44	423	881	389	14	148	236	187	350	0	Schuyler
Seneca	4,283	122	54	20	44	35	671	1,399	598	25	136	320	395	463	0	Seneca
Steuben	16,533	639	308	202	343	190	3,064	5,208	2,150	16	553	1,439	1,105	1,300	17	Steuben
Suffolk	128,900	5,035	2,054	1,730	3,047	3,272	20,399	41,476	12,422	620	6,367	10,867	8,596	12,540	476	Suffolk
Sullivan	13,383	718	330	132	276	219	2,343	4,379	1,287	26	357	958	973	1,374	11	Sullivan
Tioga	7,370	315	153	40	122	149	1,013	2,500	1,087	58	291	543	426	673	1	Tioga
Tompkins	10,458	548	270	130	322	207	1,505	3,218	1,582	73	489	572	756	760	26	Tompkins
Ulster	22,393	1,077	517	213	499	395	3,984	6,445	2,433	114	937	1,659	1,607	2,494	20	Ulster
Warren	7,885	164	74	12	93	104	1,515	2,464	883	14	221	871	682	786	4	Warren
Washington	8,988	266	117	27	106	220	1,359	3,061	1,238	39	245	739	777	795	0	Washington
Wayne	10,935	430	164	68	225	171	2,001	3,768	1,333	10	218	806	730	1,010	3	Wayne
Westchester	104,001	5,172	2,090	2,363	2,995	3,552	15,090	32,884	9,621	617	5,316	8,491	5,220	9,591	999	Westchester
Wyoming	4,421	148	66	16	66	56	633	1,451	527	1	139	483	352	484	0	Wyoming
Yates	3,689	82	39	15	33	45	465	1,299	511	11	132	262	275	521	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.

ATTACHMENT 2d

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://nyhealth.gov

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

- **Medicaid Update:**
  http://www.health.state.ny.us/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.health.state.ny.us/health_care/medicaid/program/ptcommittee

- **Drug Utilization Review website:**
  http://www.health.state.ny.us/health_care/medicaid/program/dur

ATTACHMENT 3

Tables:

Lists of Defined Specialty Drug Categories (ATT 3a)
NY Medicaid Specialty Drug Utilization (ATT 3b)
Volume and Expenditures (ATT 3c)

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM
Specialty Pharmacy Product 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
ANALGESICS, NEURONAL-TYPE CALCIUM CHANNEL BLOCKERS	**PRIALT***	ZICONOTIDE ACETATE
ANTIEMETIC/ANTIVERTIGO AGENTS	**ALOXI***	PALONOSETRON HCL
ANTIEMETIC/ANTIVERTIGO AGENTS	ANZEMET	DOLASETRON MESYLATE
ANTIFIBRINOLYTIC AGENTS	**RIASTAP***	FIBROGEN
ANTI-FLAM. INTERLEUKIN-1 RECEPTOR ANTAGONIST	KINERET	ANAKINRA
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL	ETANERCEPT
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	HUMIRA	ADALIMUMAB
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**EUFLEXXA***	HYALURONATE SODIUM
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**HYALGAN***	HYALURONATE SODIUM
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
ANTILEPROTICS	THALOMID CAPSULE	THALIDOMIDE
ANTIMETABOLITES	**ALIMTA***	PEMETREXED DISODIUM
ANTIMETABOLITES	**NIPENT***	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
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.	**ZOLADEX***	GOSERELIN ACETATE
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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM
Specialty Pharmacy Product List

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	**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
ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG	**RISPERDAL CONSTA***	RISPERIDONE MICROSPHERES
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	GAMMAGARD	IMMU GLOBULIN,GAMMA (IGG)
ANTISERA	PRIVIGEN	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	**MICRHOGAM PLUS ULTRA-FILTD***	RHO(D) IMMUNE GLOBULIN
ANTISERA	NABI-HB	HEPATITIS B IMMUNE GLOBULIN
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 PEN	TERIPARATIDE
BONE RESORPTION INHIBITORS	**BONIVA INJECTION***	IBANDRONATE SODIUM
BONE RESORPTION INHIBITORS	**RECLAST***	ZOLEDRONIC ACID/MANNITOL/WATER
BONE RESORPTION INHIBITORS	ZOMETA	ZOLEDRONIC ACID
C1 ESTERASE INHIBITORS	CINRYZE	C1 ESTERASE INHBITOR
CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER	SENSIPAR	CINACALCET HCL
CXCR4 CHEMOKINE RECEPTOR ANTAGONIST	**MOZOBIL***	PLERIXAFOR
DRUGS TO TX CHRONIC INFLAMM. DISEASE OF COLON	**REMICADE***	INFLIXIMAB

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM
Specialty Pharmacy Product List

GROWTH HORMONE RECEPTOR ANTAGONIST	SOMAVERT	PEGVISOMANT
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
HUMAN MONOCLONAL ANTIBODI COMPLEMENT (C5) INHIBITOR	**SOLIRIS***	ECULIZUMAB
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
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN	FILGRASTIM
LEUKOCYTE ADHESION INHIB,ALPHA4-MEDIAT IGG4K MC AB	**TYSABRI***	NATALIZUMAB
LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS	**SUPPRELIN LA***	HISTRELIN AC
LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS	**VANTAS***	HISTRELIN AC
LHRH(GNRH) ANTAGONIST,PITUIT.SUPPRS	**TRELSTAR DEPOT***	TRIPTORELIN PAMOATE
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
MONOCLONAL ANTIBODIES TO IMMUNOGLOBULIN E(IGE)	**XOLAIR***	OMALIZUMAB
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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM
Specialty Pharmacy Product List

PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR ANTOGONIST	LETAIRIS	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
PULMONARY SYSTEMIC ENZYME INHIBITORS	PROLASTIN	ALPHA-1-PROTEINASE INHIBITOR
PULMONARY SYSTEMIC ENZYME INHIBITORS	ZEMAIRA	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
*** DRUGS NOT ELIGIBLE TO BE DISPENSED TO PATIENT- ONLY PHYSICIAN ADMINISTERED**		

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

CYSTIC FIRBROSIS PRODUCT LIST

CATEGORY	DRUG LABEL NAME	GENERIC NAME
MUCOLYTICS	PULMOZYME	DORNASE ALFA
AMINOGLYCOSIDES	TOBI	TOBRAMYCIN/0.25 NORMAL SALINE

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

HUMAN GROWTH HORMONE PRODUCT LIST

CATEGORY	DRUG LABEL NAME	GENERIC NAME
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	TEV-TROPIN	SOMATROPIN
GROWTH HORMONES	ZORBTIVE	SOMATROPIN

Attachment 3a

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

CLOTTING FACTOR PRODUCT LIST

CATEGORY	DRUG LABEL NAME	GENERIC NAME
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	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	KOGENATE FS	ANTIHEMOPHILIC FACTOR, HUM REC
ANTIHEMOPHILIC FACTORS	MONOCLATE-P	ANTIHEMOPHILIC FACTOR (FACTOR VIII), HUMAN
ANTIHEMOPHILIC FACTORS	NOVOSEVEN	FACTOR VIIA,RECOMB(BHK CELLS)
ANTIHEMOPHILIC FACTORS	NOVOSEVEN RT	FACTOR VIIA,RECOMB(BHK CELLS)
ANTIHEMOPHILIC FACTORS	RECOMBINATE	ANTIHEMOPHILIC FACTOR, HUM REC
ANTIHEMOPHILIC FACTORS	REFACTO	ANTIHEMOPHILIC FACTOR, HUM REC
ANTIHEMOPHILIC FACTORS	REFACTO	ANTIHEMOPHILIC FACTOR (FACTOR VIII), REC
ANTIHEMOPHILIC FACTORS	XYNTHA	ANTIHEMOPH.FVIII PLAS/ALB FREE
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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
ADRENOCORTICOTROPHIC HORMONES	ACTHAR H.P. GEL 80 UNITS/ML VL	24	56
AGENTS TO TREAT MULTIPLE SCLEROSIS	AVONEX ADMIN PACK 30 MCG VL	70	283
AGENTS TO TREAT MULTIPLE SCLEROSIS	AVONEX ADMIN PACK 30 MCG VL	1	3
AGENTS TO TREAT MULTIPLE SCLEROSIS	AVONEX PREFILLED SYR 30 MCG	462	2,164
AGENTS TO TREAT MULTIPLE SCLEROSIS	AVONEX PREFILLED SYR 30 MCG	1	1
AGENTS TO TREAT MULTIPLE SCLEROSIS	BETASERON 0.3 MG KIT	171	379
AGENTS TO TREAT MULTIPLE SCLEROSIS	BETASERON 0.3 MG KIT	180	554
AGENTS TO TREAT MULTIPLE SCLEROSIS	COPAXONE 20 MG INJECTION KIT	68	206
AGENTS TO TREAT MULTIPLE SCLEROSIS	COPAXONE 20 MG INJECTION KIT	542	2,099
AGENTS TO TREAT MULTIPLE SCLEROSIS	REBIF 22 MCG/0.5 ML SYRINGE	22	82
AGENTS TO TREAT MULTIPLE SCLEROSIS	REBIF 44 MCG/0.5 ML SYRINGE	317	1,405
AGENTS TO TREAT MULTIPLE SCLEROSIS	REBIF TITRATION PACK	55	56
ALKYLATING AGENTS	TEMODAR 100 MG CAPSULE	17	53
ALKYLATING AGENTS	TEMODAR 100 MG CAPSULE	8	10
ALKYLATING AGENTS	TEMODAR 100 MG CAPSULE	34	116
ALKYLATING AGENTS	TEMODAR 100 MG CAPSULE	51	130
ALKYLATING AGENTS	TEMODAR 140 MG CAPSULE	20	49
ALKYLATING AGENTS	TEMODAR 140 MG CAPSULE	33	80
ALKYLATING AGENTS	TEMODAR 180 MG CAPSULE	18	54
ALKYLATING AGENTS	TEMODAR 20 MG CAPSULE	11	24
ALKYLATING AGENTS	TEMODAR 20 MG CAPSULE	9	21
ALKYLATING AGENTS	TEMODAR 20 MG CAPSULE	22	81
ALKYLATING AGENTS	TEMODAR 20 MG CAPSULE	23	63
ALKYLATING AGENTS	TEMODAR 250 MG CAPSULE	8	15
ALKYLATING AGENTS	TEMODAR 250 MG CAPSULE	34	75
ALKYLATING AGENTS	TEMODAR 5 MG CAPSULE	3	3
ALKYLATING AGENTS	TEMODAR 5 MG CAPSULE	4	5
ALKYLATING AGENTS	TEMODAR 5 MG CAPSULE	2	2
ALKYLATING AGENTS	TEMODAR 5 MG CAPSULE	19	69
ALKYLATING AGENTS	TEMODAR 5 MG CAPSULE	15	63
AMINOGLYCOSIDES	TOBI 300 MG/5 ML SOLUTION	287	560
AMINOGLYCOSIDES	TOBI 300 MG/5 ML SOLUTION	37	65
ANALGESICS, NEURONAL-TYPE CALCIUM CHANNEL BLOCKERS	**PRIALT***	N/A	N/A
ANTIEMETIC/ANTIVERTIGO AGENTS	**ALOXI***		
ANTIEMETIC/ANTIVERTIGO AGENTS	ANZEMET 20 MG/ML VIAL	1	2
ANTIEMETIC/ANTIVERTIGO AGENTS	ANZEMET 20 MG/ML VIAL	57	172
ANTI-FLAM. INTERLEUKIN-1 RECEPTOR ANTAGONIST	KINERET 100 MG/0.67 ML SYR	21	77
ANTIFIBRINOLYTIC AGENTS	**RIASTAP***	N/A	N/A
ANTIHEMOPHILIC FACTORS	ADVATE 1,201-1,800 UNITS VIAL	2	4
ANTIHEMOPHILIC FACTORS	ADVATE 1,801-2,400 UNITS VIAL	2	6
ANTIHEMOPHILIC FACTORS	ADVATE 2,400-3,600 UNITS VIAL	7	16
ANTIHEMOPHILIC FACTORS	ADVATE 200-400 UNITS VIAL	3	8
ANTIHEMOPHILIC FACTORS	ADVATE 401-800 UNITS VIAL	6	8
ANTIHEMOPHILIC FACTORS	ADVATE 801-1,200 UNITS VIAL	3	5
ANTIHEMOPHILIC FACTORS	ALPHANATE 1,000-400 UNIT VIAL	2	10
ANTIHEMOPHILIC FACTORS	ALPHANATE 1,500-600 UNIT VIAL	4	44
ANTIHEMOPHILIC FACTORS	ALPHANATE 500-200 UNIT VIAL	2	5
ANTIHEMOPHILIC FACTORS	FEIBA VH IMMUNO 1,750-3,250 IU	4	15
ANTIHEMOPHILIC FACTORS	FEIBA VH IMMUNO 400-650 UNITS	3	25
ANTIHEMOPHILIC FACTORS	FEIBA VH IMMUNO 651-1,200 UNIT	3	17
ANTIHEMOPHILIC FACTORS	HELIXATE FS 1,000 UNITS VIAL	5	12
ANTIHEMOPHILIC FACTORS	HELIXATE FS 2,000 UNIT VIAL	2	6
ANTIHEMOPHILIC FACTORS	HELIXATE FS 500 UNIT VIAL	2	2
ANTIHEMOPHILIC FACTORS	HEMOFIL M 1,701-2,000 UNITS VL	2	8

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

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NY Medicaid Specialty Drug Utilization
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Classification	Drug Label Name	Beneficiaries	Claims
ANTIHEMOPHILIC FACTORS	HEMOFIL M 801-1,700 UNITS VIAL	1	3
ANTIHEMOPHILIC FACTORS	HEMOFIL M 801-1,700 UNITS VIAL	1	3
ANTIHEMOPHILIC FACTORS	HUMATE-P 1,000 UNITS KIT	1	1
ANTIHEMOPHILIC FACTORS	HUMATE-P 1,200 UNITS KIT	4	32
ANTIHEMOPHILIC FACTORS	HUMATE-P 2,400 UNITS KIT	5	31
ANTIHEMOPHILIC FACTORS	HUMATE-P 600 UNITS KIT	2	5
ANTIHEMOPHILIC FACTORS	KOATE-DVI 1,000 UNITS KIT	2	4
ANTIHEMOPHILIC FACTORS	KOATE-DVI 500 UNITS KIT	2	2
ANTIHEMOPHILIC FACTORS	KOGENATE FS 1,000 UNITS VIAL	2	2
ANTIHEMOPHILIC FACTORS	KOGENATE FS 1,000 UNITS VIAL	1	2
ANTIHEMOPHILIC FACTORS	KOGENATE FS 2,000 UNIT VIAL	3	9
ANTIHEMOPHILIC FACTORS	KOGENATE FS 2,000 UNIT VIAL	3	11
ANTIHEMOPHILIC FACTORS	KOGENATE FS 250 UNIT VIAL	2	3
ANTIHEMOPHILIC FACTORS	KOGENATE FS 250 UNITS VIAL	1	4
ANTIHEMOPHILIC FACTORS	KOGENATE FS 500 UNIT VIAL	1	1
ANTIHEMOPHILIC FACTORS	KOGENATE FS 500 UNITS VIAL	2	4
ANTIHEMOPHILIC FACTORS	MONOCLATE-P 1,000 UNITS KIT	1	1
ANTIHEMOPHILIC FACTORS	MONOCLATE-P 1,500 UNITS KIT	1	1
ANTIHEMOPHILIC FACTORS	NOVOSEVEN 2,400 MCG VIAL	1	2
ANTIHEMOPHILIC FACTORS	NOVOSEVEN RT 1,000 MCG VIAL	6	32
ANTIHEMOPHILIC FACTORS	NOVOSEVEN RT 2,000 MCG VIAL	4	53
ANTIHEMOPHILIC FACTORS	NOVOSEVEN RT 5,000 MCG VIAL	6	58
ANTIHEMOPHILIC FACTORS	RECOMBINATE 220-400 UNIT VIAL	1	1
ANTIHEMOPHILIC FACTORS	RECOMBINATE 220-400 UNIT VL	2	2
ANTIHEMOPHILIC FACTORS	RECOMBINATE 401-800 UNIT VIAL	9	24
ANTIHEMOPHILIC FACTORS	RECOMBINATE 401-800 UNIT VL	1	6
ANTIHEMOPHILIC FACTORS	RECOMBINATE 801-1,240 UNIT VL	23	87
ANTIHEMOPHILIC FACTORS	RECOMBINATE 801-1,240 UNITS VL	4	19
ANTIHEMOPHILIC FACTORS	REFACTO 1,000 UNITS VIAL	5	9
ANTIHEMOPHILIC FACTORS	REFACTO 2,000 UNITS VIAL	1	2
ANTIHEMOPHILIC FACTORS	REFACTO 2,000 UNITS VIAL	1	2
ANTIHEMOPHILIC FACTORS	REFACTO 500 UNITS VIAL	1	1
ANTIHEMOPHILIC FACTORS	REFACTO 500 UNITS VIAL	1	1
ANTIHEMOPHILIC FACTORS	XYNTHA 1,000 UNIT KIT	2	8
ANTIHEMOPHILIC FACTORS	XYNTHA 250 UNIT KIT	1	5
ANTIHEMOPHILIC FACTORS	XYNTHA 500 UNIT KIT	2	5
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 25 MG KIT	223	845
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 25 MG/0.5 ML SYRINGE	74	242
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 50 MG/ML SURECLICK SYR	35	86
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 50 MG/ML SURECLICK SYR	615	2,606
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 50 MG/ML SYRINGE	30	76
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	ENBREL 50 MG/ML SYRINGE	739	2,976
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	HUMIRA 20 MG/0.4 ML SYRINGE	3	18
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	HUMIRA 40 MG/0.8 ML PEN	690	2,468
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	HUMIRA 40 MG/0.8 ML SYRINGE	720	2,659
ANTI-INFLAMMATORY TUMOR NECROSIS FACTOR INHIBITOR	HUMIRA CROHN'S STARTER PACK	84	104
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**EUFLEXXA***	N/A	N/A
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**HYALGAN***	N/A	N/A
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**ORTHOVISC***	N/A	N/A
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**SUPARTZ***	N/A	N/A
ANTI-INFLAMMATORY/ANTIARTHRITICS AGENTS, MISC	**SYNVISC SYRINGE***	N/A	N/A
ANTILEPROTICS	THALOMID 100 MG CAPSULE	30	99
ANTILEPROTICS	THALOMID 100 MG CAPSULE	11	29
ANTILEPROTICS	THALOMID 200 MG CAPSULE	13	35
ANTILEPROTICS	THALOMID 200 MG CAPSULE	6	17
ANTILEPROTICS	THALOMID 50 MG CAPSULE	27	66
ANTILEPROTICS	THALOMID 50 MG CAPSULE	6	14
ANTIMETABOLITES	**ALIMTA***	N/A	N/A
ANTIMETABOLITES	**NIPENT***	N/A	N/A

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

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NYS MEDICAID SPECIALTY PHARMACY PROGRAM

NY Medicaid Specialty Drug Utilization
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Classification	Drug Label Name	Beneficiaries	Claims
ANTIMETABOLITES	VIDAZA 100 MG VIAL	3	10
ANTIMETABOLITES	XELODA 150 MG TABLET	69	172
ANTIMETABOLITES	XELODA 500 MG TABLET	477	1,351
ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBOD	**ERBITUX***	N/A	N/A
ANTINEOPLAST EGF RECEPTOR BLOCKER RCMB MC ANTIBOD	**HERCEPTIN***	N/A	N/A
ANTINEOPLAST HUM VEGF INHIBITOR RECOMB MC ANTIBODY	**AVASTIN***	N/A	N/A
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 10 MG CAPSULE	9	18
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 10 MG CAPSULE	15	53
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 15 MG CAPSULE	6	13
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 15 MG CAPSULE	15	48
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 25 MG CAPSULE	22	63
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 25 MG CAPSULE	37	132
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 5 MG CAPSULE	3	7
ANTINEOPLASTIC IMMUNOMODULATOR AGENTS	REVLIMID 5 MG CAPSULE	6	28
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	**ELIGARD***	N/A	N/A
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LEUPROLIDE 2WK 1 MG/0.2 ML KT	53	76
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LEUPROLIDE 2WK 1 MG/0.2 ML KT	6	12
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON 1 MG/0.2 ML VIAL	2	2
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT 11.25 MG 3MO KT	321	398
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT 22.5 MG 3MO KIT	173	272
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT 3.75 MG KIT	515	1,217
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT 7.5 MG KIT	137	502
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT-4 MONTH KIT	156	219
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT-PED 11.25 MG KIT	98	366
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT-PED 15 MG KIT	87	397
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	LUPRON DEPOT-PED 7.5 MG KIT	29	123
ANTINEOPLASTIC LHRH(GNRH) AGONIST,PITUITARY SUPPR.	**ZOLADEX***	N/A	N/A
LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS	**SUPPRELIN LA***	N/A	N/A
LHRH(GNRH) AGONIST ANALOG PITUITARY SUPPRESSANTS	**VANTAS***	N/A	N/A
LHRH(GNRH) ANTAGONIST,PITUIT.SUPPRS	**TRELSTAR DEPOT***	N/A	N/A
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	GLEEVEC 100 MG TABLET	16	64
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	GLEEVEC 100 MG TABLET	47	162
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	GLEEVEC 400 MG TABLET	187	731
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	NEXAVAR 200 MG TABLET	40	113
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	NEXAVAR 200 MG TABLET	94	215
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SPRYCEL 100 MG TABLET	2	3
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SPRYCEL 20 MG TABLET	4	12
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SPRYCEL 50 MG TABLET	24	72
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SPRYCEL 70 MG TABLET	8	18
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SUTENT 12.5 MG CAPSULE	12	36
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SUTENT 25 MG CAPSULE	15	31
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	SUTENT 50 MG CAPSULE	29	55
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	TARCEVA 100 MG TABLET	42	97
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	TARCEVA 150 MG TABLET	150	477
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	TARCEVA 25 MG TABLET	6	34
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	TASIGNA 200 MG CAPSULE	4	6
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	TASIGNA 200 MG CAPSULE	16	75
ANTINEOPLASTIC SYSTEMIC ENZYME INHIBITORS	**VELCADE***	N/A	N/A
ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES	CAMPATH	N/A	N/A
ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES	**MYLOTARG***	N/A	N/A
ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES	RITUXAN 10 MG/ML VIAL	24	74
ANTINEOPLASTICS ANTIBODY/ANTIBODY-DRUG COMPLEXES	RITUXAN 10 MG/ML VIAL	26	55
ANTINEOPLASTICS,MISCELLANEOUS	**ONTAK***	N/A	N/A
ANTINEOPLASTICS,MISCELLANEOUS	**THERACYS***	N/A	N/A

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

REQUEST FOR PROPOSALS
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NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
ANTINEOPLASTICS,MISCELLANEOUS	TICE BCG VACCINE VIAL	2	7
ANTINEOPLASTICS,MISCELLANEOUS	TICE BCG VACCINE VIAL	1	6
ANTINFLAMMATORY, SEL.COSTIM.MOD.,T-CELL INHIBITOR	**ORENCIA***	N/A	N/A
ANTIPSORIATIC AGENTS,SYSTEMIC	**AMEVIVE***	N/A	N/A
ANTIPSYCHOTICS,ATYPICAL,DOPAMINE,& SEROTONIN ANTAG	**RISPERDAL CONSTA***	N/A	N/A
ANTISERA	CARIMUNE NF 12 GM VIAL	20	85
ANTISERA	CARIMUNE NF 3 GM VIAL	4	23
ANTISERA	CARIMUNE NF 6 GM VIAL	28	215
ANTISERA	CYTOGAM	N/A	N/A
ANTISERA	FLEBOGAMMA DIF 5% VIAL	1	2
ANTISERA	FLEBOGAMMA DIF 5% VIAL	2	8
ANTISERA	GAMASTAN S-D VIAL	3	23
ANTISERA	GAMASTAN S-D VIAL	2	6
ANTISERA	GAMMAGARD LIQUID 10% VIAL	4	22
ANTISERA	GAMMAGARD LIQUID 10% VIAL	1	4
ANTISERA	GAMMAGARD LIQUID 10% VIAL	30	147
ANTISERA	GAMMAGARD LIQUID 10% VIAL	61	242
ANTISERA	GAMMAGARD LIQUID 10% VIAL	58	320
ANTISERA	GAMMAGARD S-D 10 G (IGA<1) SOL	3	17
ANTISERA	GAMMAGARD S-D 10 GM VL W/ST	9	31
ANTISERA	GAMMAGARD S-D 2.5 GM VL W/ST	1	3
ANTISERA	GAMMAGARD S-D 5 G (IGA<1) SOLN	1	3
ANTISERA	GAMMAGARD S-D 5 GM VL W/SET	3	7
ANTISERA	PRIVIGEN 10% VIAL	4	8
ANTISERA	PRIVIGEN 10% VIAL	1	1
ANTISERA	GAMUNEX 10% VIAL	6	48
ANTISERA	GAMUNEX 10% VIAL	2	2
ANTISERA	GAMUNEX 10% VIAL	14	54
ANTISERA	GAMUNEX 10% VIAL	18	84
ANTISERA	GAMUNEX 10% VIAL	21	115
ANTISERA	**HYPERHEP B***	N/A	N/A
ANTISERA	**HYPERRHO***	N/A	N/A
ANTISERA	**MICRHOGAM PLUS ULTRA-FILTD***	N/A	N/A
ANTISERA	NABI-HB VIAL	1	1
ANTISERA	NABI-HB VIAL	25	111
ANTISERA	**RHOGAM ULTRA-FILTERED PLUS***	N/A	N/A
ANTISERA	**RHOPHYLAC***	N/A	N/A
ANTISERA	VIVAGLOBIN 16% VIAL	10	78
ANTISERA	VIVAGLOBIN 16% VIAL	13	79
ANTISERA	VIVAGLOBIN 16% VIAL	7	38
ANTISERA	**WINRHO SDF***	N/A	N/A
ANTIVIRAL MONOCLONAL ANTIBODIES	SYNAGIS 100 MG/1 ML VIAL	6,172	24,268
ANTIVIRAL MONOCLONAL ANTIBODIES	SYNAGIS 50 MG/0.5 ML VIAL	3,679	10,342
BONE FORMATION STIM. AGENTS - PARATHYROID HORMONE	FORTEO 600 MCG/2.4 ML PEN INJ	301	941
BONE FORMATION STIM. AGENTS - PARATHYROID HORMONE	FORTEO 750 MCG/3 ML PEN	232	477
BONE RESORPTION INHIBITORS	**BONIVA INJECTION***	N/A	N/A
BONE RESORPTION INHIBITORS	**RECLAST***	N/A	N/A
BONE RESORPTION INHIBITORS	ZOMETA 4 MG/5 ML VIAL	127	340
C1 ESTERASE INHIBITORS	**CINRYZE***	N/A	N/A
CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER	SENSIPAR 30 MG TABLET	722	2,272
CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER	SENSIPAR 60 MG TABLET	330	1,050
CALCIMIMETIC,PARATHYROID CALCIUM ENHANCER	SENSIPAR 90 MG TABLET	177	524
CXCR4 CHEMOKINE RECEPTOR ANTAGONIST	**MOZOBIL***	N/A	N/A

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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
DRUGS TO TX CHRONIC INFLAMM. DISEASE OF COLON	REMICADE 100 MG VIAL	1	6
FACTOR IX PREPARATIONS	ALPHANINE SD 250-1,500 UNIT VL	1	4
FACTOR IX PREPARATIONS	BEBULIN VH IMMUNO 200-1,200 UN	1	4
FACTOR IX PREPARATIONS	BENEFIX 1,000 UNIT VIAL	9	26
FACTOR IX PREPARATIONS	BENEFIX 2,000 UNIT VIAL	5	12
FACTOR IX PREPARATIONS	BENEFIX 250 UNIT VIAL	5	5
FACTOR IX PREPARATIONS	BENEFIX 500 UNIT VIAL	4	10
FACTOR IX PREPARATIONS	MONONINE 1,000 UNITS VIAL	1	1
FACTOR IX PREPARATIONS	PROFILNINE SD	N/A	N/A
GROWTH HORMONES	GENOTROPIN 13.8 MG CARTRIDGE	196	539
GROWTH HORMONES	GENOTROPIN 13.8 MG CARTRIDGE	3	9
GROWTH HORMONES	GENOTROPIN 5.8 MG CARTRIDGE	101	308
GROWTH HORMONES	GENOTROPIN 5.8 MG CARTRIDGE	4	13
GROWTH HORMONES	GENOTROPIN MINIQUICK 0.2 MG	14	55
GROWTH HORMONES	GENOTROPIN MINIQUICK 0.4 MG	17	75
GROWTH HORMONES	GENOTROPIN MINIQUICK 0.6 MG	11	41
GROWTH HORMONES	GENOTROPIN MINIQUICK 0.8 MG	10	44
GROWTH HORMONES	GENOTROPIN MINIQUICK 1 MG	11	38
GROWTH HORMONES	GENOTROPIN MINIQUICK 1.2 MG	2	9
GROWTH HORMONES	GENOTROPIN MINIQUICK 1.4 MG	5	34
GROWTH HORMONES	GENOTROPIN MINIQUICK 1.6 MG	4	35
GROWTH HORMONES	GENOTROPIN MINIQUICK 1.8 MG	1	2
GROWTH HORMONES	GENOTROPIN MINIQUICK 2 MG	3	11
GROWTH HORMONES	HUMATROPE 12 MG CARTRIDGE	37	103
GROWTH HORMONES	HUMATROPE 24 MG CARTRIDGE	55	121
GROWTH HORMONES	HUMATROPE 5 MG VIAL	1	8
GROWTH HORMONES	HUMATROPE 5 MG VIAL	14	52
GROWTH HORMONES	HUMATROPE 6 MG CARTRIDGE	24	78
GROWTH HORMONES	NORDITROPIN 15 MG/1.5 ML CRTG	16	43
GROWTH HORMONES	NORDITROPIN 5 MG/1.5 ML CRTG	3	9
GROWTH HORMONES	NORDITROPIN NORDIFLEX 5 MG/1.5	18	63
GROWTH HORMONES	NORDITROPIN NORDIFLX 10 MG/1.5	58	197
GROWTH HORMONES	NORDITROPIN NORDIFLX 15 MG/1.5	85	406
GROWTH HORMONES	NUTROPIN 10 MG VIAL	41	116
GROWTH HORMONES	NUTROPIN 5 MG VIAL	10	22
GROWTH HORMONES	NUTROPIN AQ 20 MG/2ML PEN CART	116	280
GROWTH HORMONES	NUTROPIN AQ 5 MG/ML VIAL	67	205
GROWTH HORMONES	NUTROPIN AQ PEN CARTRIDGE	217	627
GROWTH HORMONES	SAIZEN 5 MG VIAL	24	84
GROWTH HORMONES	SAIZEN 8.8 MG CLICK.EASY CARTG	145	365
GROWTH HORMONES	SAIZEN 8.8 MG VIAL	43	130
GROWTH HORMONES	SEROSTIM 4 MG VIAL	2	7
GROWTH HORMONES	SEROSTIM 5 MG VIAL	8	17
GROWTH HORMONES	SEROSTIM 6 MG VIAL	33	91
GROWTH HORMONES	TEV-TROPIN 5 MG VIAL	9	45
GROWTH HORMONES	ZORBTIVE	N/A	N/A
GROWTH HORMONE RECEPTOR ANTAGONIST	SOMAVERT 10 MG VIAL	5	21
GROWTH HORMONE RECEPTOR ANTAGONIST	SOMAVERT 15 MG VIAL	3	15
GROWTH HORMONE RECEPTOR ANTAGONIST	SOMAVERT 20 MG VIAL	2	11
HEMATINICS,OTHER	ARANESP 100 MCG/0.5 ML SYRINGE	3	4
HEMATINICS,OTHER	ARANESP 100 MCG/0.5 ML SYRINGE	134	375
HEMATINICS,OTHER	ARANESP 100 MCG/ML VIAL	5	5
HEMATINICS,OTHER	ARANESP 100 MCG/ML VIAL	48	132
HEMATINICS,OTHER	ARANESP 150 MCG/0.3 ML SYRINGE	12	32
HEMATINICS,OTHER	ARANESP 150 MCG/0.75 ML VIAL	6	10
HEMATINICS,OTHER	ARANESP 200 MCG/0.4 ML SYRINGE	74	180
HEMATINICS,OTHER	ARANESP 200 MCG/ML VIAL	18	37
HEMATINICS,OTHER	ARANESP 25 MCG/0.42 ML SYRING	4	8

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

NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
HEMATINICS,OTHER	ARANESP 25 MCG/0.42 ML SYRING	90	247
HEMATINICS,OTHER	ARANESP 25 MCG/ML VIAL	4	10
HEMATINICS,OTHER	ARANESP 25 MCG/ML VIAL	31	69
HEMATINICS,OTHER	ARANESP 300 MCG/0.6 ML SYRINGE	29	77
HEMATINICS,OTHER	ARANESP 300 MCG/ML VIAL	3	14
HEMATINICS,OTHER	ARANESP 40 MCG/0.4 ML SYRINGE	136	321
HEMATINICS,OTHER	ARANESP 40 MCG/ML VIAL	2	3
HEMATINICS,OTHER	ARANESP 40 MCG/ML VIAL	27	67
HEMATINICS,OTHER	ARANESP 500 MCG/1 ML SYRINGE	5	11
HEMATINICS,OTHER	ARANESP 60 MCG/0.3 ML SYRINGE	3	5
HEMATINICS,OTHER	ARANESP 60 MCG/0.3 ML SYRINGE	130	323
HEMATINICS,OTHER	ARANESP 60 MCG/ML VIAL	2	6
HEMATINICS,OTHER	ARANESP 60 MCG/ML VIAL	24	75
HEMATINICS,OTHER	EPOGEN 10,000 UNITS/ML VIAL	2	4
HEMATINICS,OTHER	EPOGEN 10,000 UNITS/ML VIAL	16	47
HEMATINICS,OTHER	EPOGEN 2,000 UNITS/ML VIAL	1	3
HEMATINICS,OTHER	EPOGEN 2,000 UNITS/ML VIAL	3	9
HEMATINICS,OTHER	EPOGEN 20,000 UNITS/2 ML VIAL	3	4
HEMATINICS,OTHER	EPOGEN 20,000 UNITS/ML VIAL	10	14
HEMATINICS,OTHER	EPOGEN 4,000 UNITS/ML VIAL	1	3
HEMATINICS,OTHER	EPOGEN 4,000 UNITS/ML VIAL	7	17
HEMATINICS,OTHER	EPOGEN 40,000 UNITS/ML VIAL	5	8
HEMATINICS,OTHER	PROCRIT 10,000 UNITS/ML VIAL	489	1,381
HEMATINICS,OTHER	PROCRIT 10,000 UNITS/ML VIAL	71	135
HEMATINICS,OTHER	PROCRIT 10,000 UNITS/ML VIAL	9	13
HEMATINICS,OTHER	PROCRIT 10,000 UNITS/ML VIAL	21	34
HEMATINICS,OTHER	PROCRIT 2,000 UNITS/ML VIAL	64	149
HEMATINICS,OTHER	PROCRIT 2,000 UNITS/ML VIAL	2	6
HEMATINICS,OTHER	PROCRIT 20,000 UNITS/ML VIAL	134	333
HEMATINICS,OTHER	PROCRIT 20,000 UNITS/ML VIAL	318	850
HEMATINICS,OTHER	PROCRIT 3,000 UNITS/ML VIAL	43	111
HEMATINICS,OTHER	PROCRIT 3,000 UNITS/ML VIAL	6	19
HEMATINICS,OTHER	PROCRIT 4,000 UNITS/ML VIAL	83	240
HEMATINICS,OTHER	PROCRIT 4,000 UNITS/ML VIAL	11	30
HEMATINICS,OTHER	PROCRIT 40,000 UNITS/ML VIAL	1,009	2,948
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 10 MG SYRINGE	8	19
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 10 MG SYRINGE	25	90
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 2.5 MG SYRINGE	7	18
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 2.5 MG SYRINGE	34	73
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 5 MG SYRINGE	1	1
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 5 MG SYRINGE	6	11
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 7.5 MG SYRINGE	14	62
HEPARIN AND RELATED PREPARATIONS	ARIXTRA 7.5 MG SYRINGE	44	236
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 10,000 UNITS SYRINGE	1	5
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 10,000 UNITS SYRINGE	75	242
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 10,000 UNITS/ML VIAL	9	27
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 12,500 UNITS SYRINGE	37	182
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 15,000 UNITS SYRINGE	51	208
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 18,000 UNITS SYRINGE	26	136
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 2,500 UNITS SYRINGE	3	3
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 2,500 UNITS SYRINGE	34	86
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 25,000 UNITS/ML VIAL	1	23
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 5,000 UNITS SYRINGE	1	3
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 5,000 UNITS SYRINGE	150	280
HEPARIN AND RELATED PREPARATIONS	FRAGMIN 7,500 UNITS SYRINGE	42	141
HEPARIN AND RELATED PREPARATIONS	INNOHEP 20,000 UNIT/ML VIAL	31	89
HEPARIN AND RELATED PREPARATIONS	INNOHEP 20,000 UNIT/ML VIAL	11	17
HEPATITIS C TREATMENT AGENTS	INFERGEN 15 MCG/0.5 ML VIAL	2	6
HEPATITIS C TREATMENT AGENTS	INFERGEN 15 MCG/0.5 ML VIAL	42	296
HEPATITIS C TREATMENT AGENTS	INFERGEN 15 MCG/0.5 ML VIAL	1	1
HEPATITIS C TREATMENT AGENTS	INFERGEN 9 MCG/0.3 ML VIAL	1	2

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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
HEPATITIS C TREATMENT AGENTS	INFERGEN 9 MCG/0.3 ML VIAL	14	59
HEPATITIS C TREATMENT AGENTS	INFERGEN 9 MCG/0.3 ML VIAL	1	1
HEPATITIS C TREATMENT AGENTS	PEGASYS 180 MCG/0.5 ML CONV.PK	1,857	6,626
HEPATITIS C TREATMENT AGENTS	PEGASYS 180 MCG/ML VIAL	130	445
HEPATITIS C TREATMENT AGENTS	PEGINTRON 120 MCG KIT	22	78
HEPATITIS C TREATMENT AGENTS	PEGINTRON 150 MCG KIT	17	67
HEPATITIS C TREATMENT AGENTS	PEGINTRON 50 MCG KIT	2	3
HEPATITIS C TREATMENT AGENTS	PEGINTRON 80 MCG KIT	6	24
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 120 MCG	53	166
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 120 MCG 4PK	105	381
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 150 MCG	62	228
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 150 MCG 4PK	126	393
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 50 MCG	4	19
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 50 MCG 4PK	7	24
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 80 MCG	12	28
HEPATITIS C TREATMENT AGENTS	PEGINTRON REDIPEN 80 MCG 4PK	23	61
HUMAN MONOCLONAL ANTIBODI COMPLEMENT (C5) INHIBITOF	**SOLIRIS***	N/A	N/A
IMMUNOMODULATORS	ALFERON N		
IMMUNOMODULATORS	INTRON A 10 MILLION UNITS VIAL	5	12
IMMUNOMODULATORS	INTRON A 10MM UNITS INJ PEN	4	14
IMMUNOMODULATORS	INTRON A 10MM UNITS/ML VIAL	1	7
IMMUNOMODULATORS	INTRON A 18 MILLION UNITS VIAL	2	5
IMMUNOMODULATORS	INTRON A 3MM UNITS INJECT PEN	5	27
IMMUNOMODULATORS	INTRON A 50 MILLION UNITS VIAL	1	1
IMMUNOMODULATORS	INTRON A 5MM UNITS INJECT PEN	6	16
IMMUNOMODULATORS	INTRON A 6MM UNITS/ML VIAL	5	21
IMMUNOMODULATORS	PROLEUKIN 22 MILLION UNITS VL	3	12
IMMUNOMODULATORS	ROFERON-A	N/A	N/A
INSULIN-LIKE GROWTH FACTOR-1 (IGF-1) HORMONES	INCRELEX 40 MG/4 ML VIAL	107	510
LEUKOCYTE (WBC) STIMULANTS	LEUKINE 250 MCG VIAL	10	25
LEUKOCYTE (WBC) STIMULANTS	LEUKINE 500 MCG/ML VIAL	10	22
LEUKOCYTE (WBC) STIMULANTS	LEUKINE 500 MCG/ML VIAL	1	1
LEUKOCYTE (WBC) STIMULANTS	LEUKINE 500 MCG/ML VIAL	15	26
LEUKOCYTE (WBC) STIMULANTS	**NEULASTA***	N/A	N/A
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 300 MCG/0.5 ML SYR	463	1,128
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 300 MCG/ML VIAL	37	86
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 300 MCG/ML VIAL	248	617
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 480 MCG/0.8 ML SYR	368	859
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 480 MCG/1.6 ML VIAL	14	35
LEUKOCYTE (WBC) STIMULANTS	NEUPOGEN 480 MCG/1.6 ML VIAL	51	107
LEUKOCYTE ADHESION INHIB,ALPHA4-MEDIAT IGG4K MC AB	**TYSABRI***	N/A	N/A
METABOLIC DISEASE ENZYME REPLACEMENT, FABRY'S DX	**FABRAZYME***	N/A	N/A
METABOLIC DISEASE ENZYME REPLACEMENT, GAUCHER'S DX	CEREZYME 200 UNITS VIAL	11	92
METABOLIC DISEASE ENZYME REPLACEMENT, GAUCHER'S DX	CEREZYME 400 UNITS VIAL	31	254
METABOLIC DISEASE ENZYME REPLACEMENT,POMPE DISEASI	**MYOZYME***	N/A	N/A
METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSI	**ALDURAZYME***	N/A	N/A
METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSI	**ELAPRASE***	N/A	N/A
METABOLIC DX ENZYME REPLACE, MUCOPOLYSACCHARIDOSI	**NAGLAZYME***	N/A	N/A
MONOCLONAL ANTIBODIES TO IMMUNOGLOBULIN E(IGE)	**XOLAIR***	N/A	N/A
MUCOLYTICS	PULMOZYME 1 MG/ML AMPUL	7	18
MUCOLYTICS	PULMOZYME 1 MG/ML AMPUL	397	1,226

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

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

NY Medicaid Specialty Drug Utilization
Service Dates: 10/1/2008 - 3/31/2009

Classification	Drug Label Name	Beneficiaries	Claims
NEUROMUSCULAR BLOCKING AGENTS	**BOTOX***	N/A	N/A
NEUROMUSCULAR BLOCKING AGENTS	**MYOBLOC***	N/A	N/A
OCCULAR PHOTOACTIVATED VESSEL-OCCLUDING AGENT	**VISUDYNE***	N/A	N/A
OPHTH VASC. ENDOTHELIAL GROWTH FACTOR ANTAGONISTS	**MACUGEN***	N/A	N/A
OPHTH. VEGF-A RECEPTOR ANTAG. RCMB MC ANTIBODY	**LUCENTIS***	N/A	N/A
PLATELET PROLIFERATION STIMULANTS	NEUMEGA 5 MG VIAL	3	5
PLATELET PROLIFERATION STIMULANTS	NEUMEGA 5 MG VIAL	3	10
PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR A	LETAIRIS 10 MG TABLET	13	53
PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR A	LETAIRIS 5 MG TABLET	15	45
PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR A	TRACLEER 125 MG TABLET	88	411
PULMONARY ANTIHYPERTENSIVES, ENDOTHELIN RECEPTOR A	TRACLEER 62.5 MG TABLET	44	120
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	FLOLAN 0.5 MG VIAL	3	7
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	FLOLAN 1.5 MG VIAL	15	75
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	REMODULIN 1 MG/ML VIAL	1	1
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	REMODULIN 10 MG/ML VIAL	6	31
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	REMODULIN 2.5 MG/ML VIAL	4	6
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	REMODULIN 5 MG/ML VIAL	7	26
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	VENTAVIS 10 MCG/1 ML SOLUTION	14	37
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	VENTAVIS 10 MCG/1 ML SOLUTION	2	7
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	VENTAVIS 10 MCG/1 ML SOLUTION	12	15
PULMONARY ANTIHYPERTENSIVES, PROSTACYCLIN-TYPE	VENTAVIS 10 MCG/1 ML SOLUTION	2	3
PULMONARY SYSTEMIC ENZYME INHIBITORS	ARALAST NP 1,000 MG VIAL	4	28
PULMONARY SYSTEMIC ENZYME INHIBITORS	ARALAST NP 500 MG VIAL	2	5
PULMONARY SYSTEMIC ENZYME INHIBITORS	PROLASTIN 1,000 MG VIAL	4	19
PULMONARY SYSTEMIC ENZYME INHIBITORS	ZEMAIRA 1,000 MG VIAL	1	1
SOMATOSTATIC AGENTS	SANDOSTATIN LAR 10 MG KIT	5	14
SOMATOSTATIC AGENTS	SANDOSTATIN LAR 20 MG KIT	36	129
SOMATOSTATIC AGENTS	SANDOSTATIN LAR 30 MG KIT	30	111
SOMATOSTATIC AGENTS	SOMATULINE 120 MG/0.5 ML SYRGE	4	15
SOMATOSTATIC AGENTS	SOMATULINE 90 MG/0.3 ML SYRING	2	5
THYROID FUNCTION DIAGNOSTIC AGENTS	**THYROGEN***	N/A	N/A
VITAMIN D PREPARATIONS	CALCIJEX 1 MCG/ML AMPUL	13	84

*** DRUGS NOT ELIGIBLE TO BE DISPENSED TO PATIENT- ONLY PHYSICIAN ADMINISTERED**

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

ATTACHMENT 3c

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 three State fiscal years.

Pharmacy Expenditures

State Fiscal Year	Medicaid Paid Amount	Medicaid Claims	Beneficiaries
SFY07	$3,490,427,138.62	47,438,235	2,775,971
SFY08	$3,531,705,860.62	46,828,425	2,716,955
SFY09	$3,918,138,692.51	51,729,918	3,113,742

Specialty Pharmacy Drug
Expenditures and Beneficiaries – Medicaid FFS, MMC, and FHP

State Fiscal Year	Medicaid Paid Amount	Medicaid Claims	Beneficiaries
SFY07	$313,061,680	177,363	34,507
SFY08	$310,978,304	161,563	29,206
SFY09	$366,767,961	166,296	30,391

Specialty Pharmacy Physician Administered*
Expenditures and Beneficiaries – FFS Only

State Fiscal Year	Medicaid Paid Amount	Medicaid Claims	Beneficiaries
SFY07	$10,184,576	9155	1564
SFY08	$9,332,185	7578	1315
SFY09	$8,919,392	6558	1147

*Includes Physician, Nurse Practitioner and Midwife

ATTACHMENT 4

Physician Enrollment

REQUEST FOR PROPOSALS
SPECIALTY PHARMACY DRUG PROGRAM

PHYSICIAN PARTICIPATION FACT SHEET

The Medicaid Specialty Pharmacy Program (SPP) for physician administered drugs is a voluntary program that offers physicians, nurse practitioners and nurse midwives 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 these prescribers to ease the burden of out-of-pocket cash outlays for costly physician-administered drugs that are routinely unavailable or inappropriate for the patient to receive by prescription at a community pharmacy.

- The NY Medicaid contracted SP will be responsible for submitting claims for the drugs furnished to the prescriber.

- For drugs not included on the SP list, physicians will continue to purchase and bill NY Medicaid under the current system.

- Participation in the SPP is voluntary for a physician, nurse practitioner, nurse midwife, or physician group.

- Participating prescribers 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

ATTACHMENT 5

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 from the pharmacy's payment, even when it is not collected from the enrollee. Medicaid recipients who cannot afford to pay and tell the pharmacist that they are unable to pay must be provided with the ordered pharmacy items. The pharmacy cannot refuse to provide pharmacy items because of a recipient's inability to pay. 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

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 6

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 clotting factor products under the New York State Medicaid program currently utilizes a New York State established maximum allowable cost. Reimbursement for clotting factor products dispensed by pharmacies as of May 1, 2009 was as follows:

PRODUCT	NYS PRICE	PER
ADVATE	1.075	IU "AHF"
ALPHANATE	0.745	IU "AHF"
ALPHANINE	0.785	IU "AHF"
BEBULIN VH IMMUNO	0.935	IU "AHF"
FEIBA VH IMMUNO	1.435	IU "AHF"
HELIXATE FS	0.965	IU "AHF"
HEMOFIL M	0.785	IU "AHF"
HUMATE-P	0.865	IU "RCoF"
KOATE-DVI	1.115	IU "AHF"
KOGENATE FS	0.968	IU "AHF"
MONOCLATE-P	0.645	IU "AHF"
MONONINE	0.895	IU "AHF"
NOVOSEVEN RT	1.240	µg "rFVIIa"
PROFILNINE SD	0.705	IU "AHF"
RECOMBINATE	1.035	IU "AHF"
REFACTO	0.955	IU "AHF"
XYNTHA	1.035	IU "AHF"
BENEFIX	1.015	IU "AHF"

ATTACHMENT 7

Bidder's Response Forms

Response Forms (ATT 7a-7d)
Defined Specialty Drug Category Reimbursement
(ATT 7e)

REQUEST FOR PROPOSALS
SPECIALTY PHARMACY PROGRAM

Bidder Name: _____

TP FORM – 1: Summary of Corporate Experience and References

******Each client referenced must be submitted on a separate TP-Form-1******

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

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

REQUEST FOR PROPOSALS
SPECIALTY PHARMACY PROGRAM

TP Form- 2

Bidder Name:

Name of Client:
Contact Name and Title:
Address:
Telephone Number:
E-Mail Address:

******Each client referenced must be submitted on a separate TP-Form-2******

Describe Bidder's 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) Assessing patient adherence and compliance.

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

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

TP Form- 2

8) 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).

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

10) Using IT systems to exchange information with clients.

Cost Savings: The bidder must describe how they have reduced expenditures for the client 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

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

Other Related Experience

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

REQUEST FOR PROPOSALS
SPECIALTY PHARMACY PROGRAM

Bidder Name: _____

TP Form – 4: Personnel Resume

Educational & Certification

From	To	Institution	Degree/Hours

Experience (i.e. Hardware/Software)

REQUEST FOR PROPOSALS
NYS MEDICAID SPECIALTY PHARMACY PROGRAM

Defined Specialty Drug Category Reimbursement Directions

Specialty pharmacies may choose to bid on one or more defined specialty drug category. Bidders for a defined category must agree to the reimbursement rate provided in this attachment, and must agree to supply all the products in the specified category.

Bidders must complete Attachment 1, Cover Sheet and indicate by checking and initialing the boxes, which categories the bidder is proposing to provide. By checking and initialing the box, the bidder is agreeing to the reimbursement rate specified in this attachment and are agreeing to supply all the products in the specified category.

REQUEST FOR PROPOSALS
NYS SPECIALTY PHARMACY PROGRAM
Defined Specialty Pharmacy Catagory Discount

ATTACHMENT 7e

For specialty product bidders, the bidder must agree to the fixed contracted discount percentage off AWP[1] for all drugs covered in the defined specialty drug category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for updates to this specialty product category.

	[1]Percentage Reduction in AWP (Express as %)
SPECIALTY PRODUCTS IN THE SPECIALTY PHARMACY PROGRAM DRUG LIST	**18.50%**

To bid on Specialty Products, complete Attachment 1, Cover Sheet. Check and initial the boxes for Specialty Products.

REQUEST FOR PROPOSAL
NYS SPECIALTY PHARMACY PROGRAM
Defined Specialty Pharmacy Catagory Discount

ATTACHMENT 7e

For specialty product bidders, the bidder must agree to the fixed contracted discount percentage off AWP[1] for all drugs covered in the defined specialty drug category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for updates to this specialty product category.

	[1]Percentage Reduction in AWP (Express as %)
CYSTIC FIBROSIS DRUGS IN THE SPECIALTY PHARMACY PROGRAM DRUG LIST	**18.50%**

To bid on Cystic Fibrosis Drugs, complete Attachment 1, Cover Sheet. Check and initial the boxes for Cystic Fibrosis Drugs.

REQUEST FOR PROPOSALS
NYS SPECIALTY PHARMACY PROGRAM
Defined Specialty Pharmacy Catagory Discount

For human growth hormone bidders, the bidder must agree to a fixed contracted discount percentage off AWP[1] for all drugs covered in the defined specialty drug category under the scope of this RFP, including but not limited to drugs listed in Attachment 3a, and for updates to this specialty product category.

	[1]Percentage Reduction in AWP (Express as %)
HUMAN GROWTH HORMONE IN THE SPECIALTY PHARMACY PROGRAM DRUG LIST	**18.50%**

To bid on Human Growth Hormones, complete Attachment 1, Cover Sheet. Check and initial the boxes for Human Growth Hormones.

REQUEST FOR PROPOSALS
NYS SPECIALTY PHARMACY PROGRAM
Defined Specialty Pharmacy Catagory Discount

ATTACHMENT 7e

Clotting Factors

For clotting factor product bidders, Medicaid currently utilizes a NY State established maximum allowable cost for reimbursement (Attachment 6). The bidder must agree to a fixed contracted guaranteed discount off AWP[1] for each distinct clotting factor product covered under the scope of this RFP, as specified in this attachment.

BLOOD PRODUCTS	Drug Label Name	[1]Percentage Reduction in AWP (Express as %)
ANTIHEMOPHILIC FACTORS	ADVATE	41.00%
	ALPHANATE	43.00%
	ALPHANINE SD	49.00%
	BEBULIN VH IMMUNO	15.00%
	BENEFIX	12.00%
	FEIBA VH IMMUNO	36.00%
	HELIXATE FS	41.00%
	HEMOFIL M	46.00%
	HUMATE-P	36.00%
	KOATE-DVI	40.00%
	KOGENATE FS L	47.00%
	MONOCLATE-P	41.00%
	MONONINE	31.00%
	NOVOSEVEN / NOVOSEVEN RT	33.00%
	PROFILNINE SD	18.00%
	RECOMBINATE	40.00%
	REFACTO	32.00%
	XYNTHA	42.00%

To bid on Clotting Factor Products, complete Attachment 1, Cover Sheet. Check and initial the boxes for Clotting Factor Product.

REQUEST FOR PROPOSALS
NYS SPECIALTY PHARMACY PROGRAM
Defined Specialty Pharmacy Catagory Discount

Clotting Factors

ATTACHMENT 8

NYS DOH Bid Form

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: **NYS Medicaid Specialty Pharmacy Program**
FAU # **0908250410**

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. _____agrees to the reimbursement rate provided in
(Name of Offerer/Bidder)
Attachment 7e of this RFP

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.

_____ _____

(Officer Signature) (Date)

_____ _____

(Officer Title) (Telephone)

_____

(e-mail Address)

ATTACHMENT 9

NYS DOH No Bid Form

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: **NYS Medicaid Specialty Pharmacy Program** FAU # **0908250410**

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 10

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 11
MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM
FROM:
TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMIELY. FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

STATUS:
CONTRACTOR IS ( ) IS NOT ( ) A SECTARIAN ENTITY

CONTRACTOR IS ( ) IS NOT ( ) A NOT-FOR-PROFIT ORGANIZATION

CONTRACTOR IS ( ) IS NOT ( ) A N Y STATE BUSINESS ENTERPRISE

( ) IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR ___ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE COMPTROLLER.

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT
Precedence shall be given to these documents in the order listed below.

X	APPENDIX A	Standard Clauses as required by the Attorney General for all State Contracts.
X	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
__	APPENDIX Q	Modification of Standard Department of Health Contract Language
X	STATE OF NEW YORK AGREEMENT	
X	APPENDIX D	General Specifications
X	APPENDIX B	Request For Proposal (RFP)
X	APPENDIX C	Proposal
X	APPENDIX E-1	Proof of Workers' Compensation Coverage
X	APPENDIX E-2	Proof of Disability Insurance Coverage
__	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
___	APPENDIX __:	
___	APPENDIX __:	

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR	STATE AGENCY
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____
	State Agency Certification: "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."
_____	_____

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)

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.

C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.

D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.

E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.

G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

A. The CONTRACTOR shall submit invoices to the STATE's designated payment
office:

.
.

B. Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

III. Term of Contract

A. Upon approval of the NYS Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.

B. This Agreement may be terminated by mutual written agreement of the contracting parties.

C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.

E. This agreement may be canceled at any time by the Department of Health giving to 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.

IV. Proof of Coverage

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

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

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

2. 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

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

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

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

2. DB-120.1 – Certificate of Disability Benefits Insurance OR

3. DB-155 – Certificate of Disability Benefits Self-Insurance

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 pervious 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. WORKER'S 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 Worker's 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 to 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 rate 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 an all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. The 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, NY 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, NY 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 penalized 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 state 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 house 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.

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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 judgement 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 judgement 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 non-procurement 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 Non-procurement 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.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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.

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"), Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule").

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. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of such information.

(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.

(k) Effective February 17, 2010, the Business Associate agree to comply with the security standards for the protection of electronic protected health information in 45 CFR 164.308, 45 CFR 164.310, 45 CFR 164.312 and 45 CFR 164.316.

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. <u>Obligations of Covered Program</u>

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. <u>Permissible Requests by Covered Program</u>

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. Violations

(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.

VIII. Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the 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, HIPAA, Public Law 104-191, and HITECH, Public Law 111-5, Division A, Title XIII and Division B, Title IV.

(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 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.

Agency Code 12000
APPENDIX X

Contract Number: c 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 the _____ (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(ces) _____ with the attached appendix(ces)_____

_____ 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: c 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:_____

ATTACHMENT 12

NYS Taxation and Finance Contractors Certification Form ST-220-TD

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf

ATTACHMENT 13

NYS Taxation and Finance Contractors Certification Form ST-220-CA

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

ATTACHMENT 14

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 15

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 16
Minority and/or Women Owned Business Enterprises (M/WBE) Forms

New York State Department of Health
M/WBE Procurement Forms

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form

2. Minority Owned Business Enterprise Information

3. Women Owned Business Enterprise Information

4. Subcontracting Utilization Form

5 M/WBE Letter of Intent to Participate

6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	**RFP Number**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	**100**	**$**
2. MBE Goal Applied to the Contract		**$**
3. WBE Goal Applied to the Contract		**$**
4. M/WBE Combined Totals		**$**

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____

New York State Department of Health

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____

New York State Department of Health
SUBCONTRACTING UTILIZATION FORM

Agency Contract:_____
Telephone:_____
Contract Number:_____ Dollar Value:_____
Date Bid:_____ Date Let:_____ Completion Date:_____

Contract Awardee/Recipient:_____
Name

_____
Address

_____
Telephone

Description of Contract/Project Location:_____

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated:_____ % MBE _____% WBE
Participation Goals Achieved: _____ % MBE _____% WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

Contractor's Agreement: My firm proposes to use the MBEs listed on this form			
Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY	
Reviewed: By:	Date:
M/WBE Firms Certified:_____ Not Certified:_____	
CBO:_____	MCBO:_____

New York State Department of Health
MWBE ONLY
MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work:
_____

The undersigned intends to perform services or provide material, supplies or equipment as:_____

_____

Name of MWBE:
_____

Address:
_____

Federal ID Number:
_____

Telephone Number:
_____

Designation:

☐ MBE - Subcontractor

☐ WBE - Subcontractor
_____

_____

☐ MBE - Supplier
_____

☐ WBE - Supplier
_____

Joint venture with:

Name:

Address:

Fed ID Number:

☐ MBE

☐ WBE

Are you New York State Certified MWBE? _____Yes _____No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): _____

_____

at the following price: $ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started:
_____

Date Proposal/ Contract to be Completed:
_____

Date Supplies ordered: _____ Delivery Date:
_____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

_____ _____

Date Signature of M/WBE Contractor

_____

Printed/Typed Name of M/WBE Contractor

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health
M/WBE STAFFING PLAN

Check applicable categories: ☐ **Project Staff** ☐

Consultants ☐ **Subcontractors**

Contractor Name_____

_____

Address

_____

_____

_____

_____

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

_____

(Name and Title)

_____

Date