



# Department of Health

## Request for Proposals

**RFP # - 20049**

### **New York State Elderly Pharmaceutical Insurance Coverage (EPIC) and American Indian Health (AIH) Programs**

**Issued: February 24, 2021**

**DESIGNATED CONTACT:** Elderly Pharmaceutical Insurance Coverage

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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**PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings.

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*(Hyperlinked; click to go directly to desired topic.)*

## 1.0 CALENDAR OF EVENTS

<b>RFP# 20049–NEW YORK STATE ELDERLY PHARMACEUTICAL INSURANCE COVERAGE (EPIC) AND AMERICAN INDIAN HEALTH (AIH) PROGRAMS)</b>	
<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issuance of Request for Proposals	February 24, 2021
Deadline for Submission of Written Questions	March 10, 2021 <b>4:00 p.m. ET</b>
Responses to Written Questions Posted by the Department	<b>On or About</b> April 7, 2021
Deadline for Submission of Proposals	May 7, 2021 <b>4:00 p.m. ET</b>
<i>Anticipated</i> Contract Start Date	May 1, 2022

## 2.0 OVERVIEW

The New York State Department of Health is soliciting proposals to procure a contractor to support the Department's operation of the Elderly Pharmaceutical Insurance Coverage ("EPIC") Program and The American Indian Health Program ("AIHP"). Through this Request for Proposals ("RFP"), the New York State ("State") Department of Health ("the Department") is seeking competitive proposals from responsible Bidders with experience in pharmacy program functions and experience with Public Medicaid programs, on-line pharmacy claims processing, participant eligibility and application processing, provider enrollment and reimbursement, therapeutic drug monitoring and community outreach to provide services as further detailed in [Section 4.0](#) (Scope of Work). It is the Department's intent to award one (1) contract from this procurement.

### 2.1 Introductory Background

Within the New York State Department of Health, the Office of Health Insurance Programs (OHIP) is responsible for administering publicly funded prescription drug programs. These responsibilities include the oversight of the Medicaid Pharmacy Program, the New York State EPIC Program and the prescription drug portion of the AIHP Program.

The EPIC Program is a state-sponsored prescription drug assistance program that serves more than 300,000 seniors, age 65 and older, who meet income eligibility, residency requirements and are not receiving full Medicaid benefits. In State Fiscal Year (SFY) 2018-19 the EPIC program paid approximately \$90.5 million in drug claims. EPIC is designed to supplement Medicare Part D. Eligible EPIC members are required by law to enroll in a Medicare Part D plan. EPIC also identifies members who may be eligible to receive additional benefits, also known as "Extra Help" from either Social Security or Medicare and has a process in place for seniors to apply for these benefits through the Request for Additional Information (RAI) process. EPIC also assists with the recertification process for Extra Help by responding to related telephone and written inquiries.

The EPIC Program utilizes and generates its own identification cards with unique identification numbers. Cards are generated initially for new members and replacement cards are available if lost, as requested. The EPIC Program maintains a pharmacy network which includes over 4,800 contracted in-state retail and mail order pharmacies. EPIC performs extensive editing and coordination of benefit functions at the point-of-sale. Prescriptions must be initially processed through the Medicare Part D plan. EPIC will then cover the eligible claim amount that is available under the program. EPIC administers a call center helpline and a prospective Drug Utilization Review program. In addition, EPIC completes electronic file matches with the NYS Department of Taxation and Finance (DTF), as well as the Social Security Administration, to confirm reported income. Additional

information about the EPIC program can be found at the following link:  
[https://www.health.ny.gov/health\\_care/epic/](https://www.health.ny.gov/health_care/epic/).

The AIH Program is for eligible members of all ages who reside on reservations of nine state recognized Nations in the State, and is responsible for providing access to medical care, dental care, vision, pharmacy and preventive health education for these eligible members. The scope of this RFP is for the administration of the prescription drug component of the AIHP which includes claims and enrollment processing for eligible members of eight of the Tribal Nations in New York State. The AIHP currently provides prescription drug coverage to approximately 9,100 members. In SFY 2018-19 the AIHP program paid approximately \$18.5 million in over the counter and prescription drug claims.

## 2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the Department Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this RFP and the awarded bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between the Department and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A. Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department web site.

## 2.3 Term of the Agreement

This contract term is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in [Section 1.0](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

The implementation period will last through the first six (6) months of the contract, which will end with the Go Live date. In order to successfully complete implementation, the contractor must:

- Have their Implementation plan approved by the Department;
- Have their Implementation Team and Key Staff hired and Project Management Strategy Implemented, and;
- Complete all implementation activities in Section 4.1.1 so that the Programs are, as detailed in this RFP, fully operational.

The contractor will not be paid for any operational expenses until all implementation activities have been implemented.

The pricing for years four (4) and five (5) of the contract is subject to an annual increase or decrease as described in [Section 5.4](#).

### 3.0 BIDDERS QUALIFICATIONS TO PROPOSE

#### 3.1 Minimum Qualifications

The Department will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- A minimum of five (5) years' experience working with pharmacy program functions, which include
  - experience and accurate processing of on-line pharmacy claims,
  - remittance advice,
  - participant eligibility and application processing,
  - provider eligibility, enrollment, and reimbursement,
  - therapeutic drug monitoring and
  - community outreach.

Such experience must include operations, customer service, accounting and financial controls related to pharmacy programs; and,

- A minimum of two (2) years' experience (of the 5 or more years described in previous bullet) must include experience with public pharmacy programs such as Medicare Part D, Medicaid and/or a State Prescription Assistance Program.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. A prime contractor may not leverage a subcontractor's experience in order to meet the minimum qualifications identified above.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

#### 4.0 SCOPE OF WORK

This Section describes the services that are required to be provided by the selected contractor. The selected contractor must be able to provide all services throughout the contract term.

**PLEASE NOTE:** Bidders will be requested to provide responses that address all requirements of this RFP as part of its Technical Proposal.

The terms "bidders", "vendors", "contractors" and "proposers" are all used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the contractor's/Bidder's duties.

Through this RFP, the Department seeks the services of a qualified contractor to operate the two prescription drug programs referenced in Section 2.1 of this RFP.

The chart below summarizes the functions that will be performed by the contractor for each of the programs.

<b>Functions:</b>	<b>EPIC</b>	<b>AIHP</b>
Implementation	X	X
Member Enrollment	X	X
<b>a.</b> Application processing	X	
<b>b.</b> Eligibility Determination	X	
<b>c.</b> Enrollment Processing and ID Card Generation	X	X
<b>d.</b> Re-enrollment	X	
<b>e.</b> Online Enrollment	X	
<b>f.</b> Written Materials	X	X
Premium Payment/Reconciliation with Medicare Part D plans	X	
Income Verification	X	
Extra Help Eligibility and Recertification Process	X	
Member Relations, Helpline and Written Communications	X	X
Pharmacy Contracting	X	X
Provider Relations and Helpline	X	X
Claims Processing	X	X
Formulary File Maintenance and Maximum Allowable Cost List	X	X
Prospective Drug Utilization Review	X	X
Pharmacy Audit	X	
Banking Services	X	X
Mailroom Services	X	
Fair Hearing	X	
Outreach	X	
Systems and Reporting	X	X
Turnover	X	X

The contractor selected through this RFP will provide all necessary services stipulated herein, with emphasis on application and enrollment processing including the production of identification cards, participant and provider relations, premium payments, pharmacy enrollment, mailings, auditing, processing and reimbursement of pharmacy claims including coordination of benefits for dispensed prescription drugs, a prospective drug monitoring program, outreach, and systems development.

The contractor is responsible to meet all Service Levels of Agreement as defined in attachment C "Service Level Agreements." The contractor shall timely notify the State in the event that a service level agreement (SLA) will not be met.

## 4.1 Tasks/Deliverables

### 4.1.1 Implementation

The contractor will be required to perform all implementation activities within six (6) months of contract start date, as outlined below.

Specifically, during the implementation phase, the selected contractor will:

- a. Designate an Implementation Manager and assemble an experienced team to oversee implementation activities. The Department reserves the right to assess training and experience. The contractor's team is expected to work closely with the Department and its contractors during the implementation period;
- b. Hire and train all staff necessary to complete all services outlined in this RFP. All Key Personnel outlined in Section 4.2.2 shall be onboarded during this time. Key Personnel are subject to the review and approval by the Department;
- c. Prepare and submit a final implementation plan within 14 calendar days of the contract start date or after contract approval from OSC, whichever is later. The implementation plan will be subject to the Department review and approval and should include but is not limited to:
  1. Planned activities with a project schedule;
  2. Acquiring a letter of credit for the benefit of the Department in the amount of 5% of the bid total for the initial five-year contract period as proposed in the cost proposal;
  3. Staffing level plans including training and filling of positions;
  4. Establishment of an office in the NYS Capital District region
  5. Report configuration;
  6. Weekly progress reports including performance standard self-reporting through a secure electronic site as maintained by the vendor;
  7. Outstanding issues;
  8. Identification of key milestones/deliverables to be met;
  9. Development and implementation of system and operation specifications;
  10. Schedule of parallel testing including all computer processing systems to ensure the data has been appropriately transitioned. This should include a listing of the tests and associated internal controls.
- d. Implement processes and strategies that will be used to effectively evaluate, track and monitor the achievement of project milestones and effectively identify and overcome barriers that may delay implementation;
- e. Within 60 days of the contract start date or upon contract approval by OSC, whichever is later, establish an office in the NYS Capital District region for key staff outlined in Section 4.2.2;
- f. Purchase, maintain, repair and replace and/or dispose of equipment, applications, systems software, including related items necessary to support the EPIC and AIH Programs;
- g. Process, develop, enhance, modify, upgrade or acquire, where appropriate, computer programs, files, systems and software necessary to perform all services required in this RFP. Additionally, the contractor will be responsible for ensuring full compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, included, but not limited to Appendix H of the resulting contract;
- h. Assume responsibility without interruption of service to applicants, members, pharmacy providers, and manufacturers, for the maintenance and development of forms, manuals, procedures, and documentation

for all current operations. The contractor as part of implementation will be required to load historical data files, at least 10TB, from the previous contractor and/or the Department; and,

- i. Complete all implementation activities to ensure that the EPIC and AIH Programs are, as detailed in this RFP, fully operational by the Go Live date specified in Section 2.3.

#### **4.1.2 Operations**

The selected contractor will provide all Services relating to EPIC and AIHP as described herein. See chart above in Section 4.0 for clarification on the required EPIC and AIHP functions.

##### **1. Enroll Providers**

The selected contractor will:

- a. Assume responsibility for the administration for the current EPIC and AIHP pharmacy network, which currently consists of 4,727 NY State Pharmacies;
- b. Notify and mailing to current network to notify of the change of Vendor including new BIN and PCN;
- c. Enroll pharmacies registered in a contiguous state when such enrollment is certified as necessary by EPIC (see Section 253 of Title 3 of the NYS Elder Law). Mail-order non-NYS resident pharmacies registered in New York may be enrolled to process claims as secondary when such enrollment is certified by EPIC (see Section 249 of the NYS Elder Law);
- d. Prepare, produce and distribute pharmacy provider enrollment packets to newly enrolled providers within seven (7) calendar days of the date on which the newly activated provider is placed on file;
- e. Mail enrollment packets within two (2) business days of the contractor receipt of request. The contractor shall maintain a log, by date, of all requests made and enrollment packets sent by date;
- f. Contact any new provider(s) identified by provider associations or the Department;
- g. Enroll providers with signed agreements within fifteen (15) calendar days after receipt of Department approval. The Department's Pharmacy Supervisor and team will be available to answer questions related to this;
- h. Receive and process pharmacy provider enrollment forms and signed agreements; notifying pharmacy providers of enrollment determinations. Providing pharmacy providers written notification, per EPIC policy, of determinations to deny enrollment, stating reasons for denial and outlining rights to appeal;
- i. Return incomplete or denied enrollment applications to pharmacies within three (3) business days measured from the time the deficiency was detected to the delivery of the material at the Post Office for mailing;
- j. Exclude pharmacies from enrollment (following Department approval) based upon Medicaid terminations or NYS licensing suspensions;
- k. Work with the Department to validate that providers have Medicaid approval and valid Medicaid ID numbers as required;
- l. Maintain and update appropriate forms for enrollment, banking, participating provider agreements

and disclosure of ownership statements;

- m. Maintain and be able to provide upon request to the Department, via a secure electronic transmission, participating provider data that includes updated and current data elements (Name, address, NPI #, Pharmacy reg #, Medicaid provider #, Fed Tax ID #) to support EPIC functions and include banking information; and,
- n. Upon the Department's request, perform geographic mapping analysis to identify distribution of enrolled pharmacies and accessibility to pharmacy services by members. The Department estimates this will be about once per year.

## **2. Enroll and Re-enroll Members**

The selected contractor will:

- a. Establish and maintain secure information exchanges with the DTF and the Social Security Administration (SSA) in order to verify information related to eligibility;
- b. Mail enrollment forms to participants within three (3) business days, measured from the date the request was received to the date the form was delivered to the Post Office for mailing;
- c. Receive, image and process paper enrollment applications and supporting documentation submitted by applicants;
- d. Identify and resolve invalid or incomplete application information, potential duplicate applications and any income or other discrepancies in applications;
- e. Conduct weekly enrollment audits to verify the accuracy of application data and eligibility determination;
- f. Determine eligibility based on age, residency, income, Medicaid, Medicare Part D and other prescription coverage consistent with statutory, regulatory and policy guidance provided by the Department;
- g. Notify applicants of eligibility or ineligibility, as appropriate, and provide applicants with a process for reconsideration of eligibility.
- h. Update member records including address changes through an online real-time system;
- i. Process enrollment applications containing all required information and determine program eligibility within seven (7) calendar days. This is measured from the receipt of the enrollment application in the Contractor's mailroom to the delivery of an EPIC identification card and/or billing statement or rejection notice to the Post Office for mailing;
- j. Respond to and request missing information for incomplete applications within three (3) business days;
- k. Obtain updated information through an automated EPIC renewal application process for members, with updates required in a limited number of cases where major changes in eligibility and premium assistance are probable;
- l. Refer seniors to appropriate resources to inquire about a Part D plan if needed;
- m. Provide immediate coverage, on an expedited basis, to eligible seniors as needed;
- n. Issue EPIC identification cards to each newly enrolled member and replace lost or stolen EPIC

- identification cards within specified timeframes and track such requests;
- o. Track EPIC member personal data, drug expenditures, Part D status;
  - p. Ensure that newly enrolled members' claims pay appropriately starting on the effective date of their coverage;
  - q. Provide members with individual benefit summary and detail reports upon request;
  - r. Maintain inventory of standard written communications for members and complete all standard mailings as required; and,
  - s. Maintain and make recommendations for improvements to the processes illustrated in attachment F1 and F2. Any improvements are subject to the review and approval of the Department.

### **3. Automated/Electronic Application Portal**

In addition to the paper application process, the Department is interested in implementing a web-based portal allowing members to electronically apply for EPIC and renew their enrollment.

The Contractor's web-based application portal is subject to the review and approval of the Department prior to use. At a minimum, the interface must allow for:

- a. Real-time data collection functionality to import data necessary for members to enroll in the EPIC program;
- b. Real-time data collection functionality to import updated data for members re-enrolling;
- c. Internet-based remote access to members, allowing the members to electronically upload data directly into the interface in real-time;
- d. Real-time internet-based remote access to review data for Contractor Staff and Department Staff;
- e. Automation of the calculation of eligibility;
- f. Allow for standard reporting and the tailoring of reports to Contractor Staff and Department Staff;
- g. Operation on a secure server and accessible only with a username and credential unique to each user, and;
- h. Allow for modification throughout the contract term based on feedback from the Department and members, or any changes in regulations mandated by CMS at no additional costs to the Department;

In the event, that additional information needs to be shared electronically outside of the web-based interface, the Contractor will be required to interface with each member through:

- a. Secure Email, including:
  - 1. Strong password protection, including password rotations;
  - 2. Encryption of all transmitted emails; and
  - 3. Inclusion of anti-virus and anti-spam applications; and/or
- b. Secure Fax, including:
  - 1. Encryption for transmission of digital faxes; and

2. Ensuring the faxing process meet the appropriate HIPAA requirements; and/or

c. Phone Call

The State in its sole discretion will decide if the process in this section will be implemented. If implemented, the portal will be implemented in the time frame as agreed upon between the contractor and the State. Renewal notices shall be amended to include the web-based renewal option. All requirements under the Enroll and Re-enroll Members Section (4.1.2.2) apply.

#### **4. E-Commerce Portal**

After award the department reserves the right to set up an e-commerce portal sourced from an Office of General Services centralized contract. The portal would give the members the option to pay fees online and based on similar transitions, if implemented, the Department would anticipate at least 50% of payments would be electronically submitted. This would be in addition to the mail-based billing process and members would not be mandated to use this portal. The selected contractor from this RFP will be required to work directly with the designated contractor selected to implement the e-payment portal. If implemented, the portal will be implemented in the time frame as agreed upon between the contractor and the State.

#### **5. Income Verification Process**

The selected contractor will exchange data daily with SSA to verify social security income and date of birth to validate eligibility. The contractor will also exchange data daily with DTF to verify residency and other income as a secondary validation. The contractor will ensure that the appropriate Data Use Agreements (DUA) are in place to be able to complete the data exchanges described above.

- a. Send daily secure electronic transmission of income utilizing senior name, social security number, address, and marital status (in a Department approved format) reported by the member to the SSA and DTF for all new members and member renewals in a format compatible with the SSA and DTF;
- b. Work directly with the SSA and DTF if problems occur in transmissions;
- c. Determine income eligibility for all new members and renewals based on information returned from the SSA and DTF; and,
- d. Notify members systematically of any discrepancies via letter including planned action to be taken in a designated time period. Update income verification data to member records to show the date the income verification is complete and what letter, if any, was sent and to the user infrastructure for access by member helpline staff.

#### **6. Request for Additional Information Process**

Process to identify, certify and re-certify EPIC members eligible for additional benefits "Extra Help" is illustrated in attachment F3. The contractor will maintain and make recommendations for improvements to the Request for Additional Information (RFAI) process as illustrated in F3. Any improvements are subject to the review and approval of the Department.

The selected contractor will:

- a. Establish and maintain a contractual relationship, including applicable DUA (for file submissions) with an SSA approved third party vendor, submit completed records in proper format to SSA approved third party vendor on a weekly basis during initiatives, consistent with technical requirements;

- b. Complete reviews of EPIC enrollment files to identify Medicare Extra Help Low Income Subsidy (LIS) income eligible individuals who currently are not receiving the benefit, consistent with State and federal guidelines, on a schedule agreed upon with the Department;
- c. Generate mailing materials and complete mailings to all EPIC members potentially eligible for LIS. Identifying non-responders, and complete follow up mailings to encourage participation;
- d. Match external CMS (Centers for Medicare and Medicaid Service) Coordination of Benefits (COB) file to EPIC members to confirm enrollment in LIS and Medicare Savings Program (MSP) and update EPIC records;
- e. Complete follow-up on rejected records (within 3 business days of receipt) via the member helpline or written inquiries in order to resolve file mismatches and assure maximum enrollment in Extra Help. Any backlog and delays encountered by the contractor must be reported to the Department; and,
- f. Maintain a fully accurate tracking system and provide electronic monthly reports (15<sup>th</sup> of each month) and correct reports to the Department on the status of mailings, responses by members, attempted file submissions to SSA approved vendor, acceptance/rejection of records by SSA, and status of EPIC members.

## **7. Reconciliation with Medicare Part D Plans/Premium Payments**

The selected contractor will:

- a. Obtain and upload the Part D premium rate file for New York State, released annually by CMS. Upload low-income benchmark amount premium for New York State, established annually by CMS. Upload member information including payee name and address by carrier plan. Upload the State Plan Contract ID-Plan Benefit package by carrier. Access EPIC enrollment data, Medicare Part D enrollment data and LIS data supplied by CMS. This information could change monthly;
- b. Determine, based on income, if an EPIC member is eligible for premium payment. Identify monthly premium amount for the applicable Part D plan and potential CMS monthly premium coverage. Determine if LIS is in effect. Calculate the monthly amount owed by EPIC to the Medicare Part D plan, including any adjustments for prior months based on retroactive enrollment or LIS effective/termination dates;
- c. Produce and send, by the 25<sup>th</sup> of each month, a file to the Department, DTF and CMS that validates the members Medicare Part D coverage via a secure electronic information exchange;
- d. Produce and send, monthly, a Medicare Advantage Retiree Drug Subsidy Extract to CMS that shows LIS, date of death and eligibility information updates via a secure electronic information exchange;
- e. Continue to pay for late enrollment penalty (LEP) payments for members who are eligible. Medicare Part D imposes LEPs for members that don't enroll when first eligible. EPIC ceased paying these payments for new members effective 10/1/19 and only EPIC members who are grandfathered into the LEP payment program are eligible to have LEPs paid via the Premium Reconciliation process. These LEP payments are added to the member's monthly Part D premium payment. However, the monthly premium, plus the LEP amount, cannot exceed the monthly Benchmark amount;
- f. Create and provide to the Department a monthly member level, detailed, Premium Remittance

Advice (PRA) file by carrier and perform quality review prior to submission to the State;

- g. Create and provide summary spreadsheet of monthly payments by payee name and address, in the Department approved format, to the Department;
- h. Maintain a Carrier/Plan distribution list and distribute monthly PRA files to each Medicare Part D plan involved in the PRA process securely, and in an electronic format within two (2) days of approval or as requested by the Department. Resolve technical issues with plan receipt of and access to the PRA files; and,
- i. Upload and review premium payment reconciliation files submitted by Medicare Part D plans. Confirm accuracy of discrepancy or calculate revised amount. Create and maintain on-line files for results of discrepant research. Create and distribute to Medicare Part D plans a summary, in a Department approved format, of reconciliation payment file.

## **8. Customer Service / Member and Provider Relations**

The selected contractor will:

- a. Establish a Member and Pharmacy Provider Call Center. The call center will establish a dedicated toll-free telephone number(s) within the continental United States. The call center will provide customer service for both members and pharmacy providers through telephone and written inquiries. The member call center will be available during the hours of 8:00am to 5:00 pm eastern time Monday thru Friday, excluding State approved holidays. The provider line will be available 24 hours a day, 7 days a week;
- b. Maintain a backup call center and customer service staff located in the continental United States with Program-specific training to handle any overflow when the designated call center is unable to meet the SLAs. This backup call center would also be utilized in the event the primary customer service center becomes unavailable;
- c. Establish an email account so that members or providers can contact the contractor via email;
- d. Develop and distribute pharmacy provider bulletins and e-mail communications that are used to disseminate information within 30 days of the Department's request. The contractor will assist the Department in developing prescriber bulletins as applicable;
- e. Maintain an environment whereby existing or new pharmacy providers, switches and/or software vendors can readily test claims adjudication to comply with Program claim submittal requirements;
- f. Ensure the average response time for a substantive response to a written inquiry shall not exceed three (3) business days from receipt and in no event should the response time exceed fifteen (15) business days;
- g. Ensure any written communication with external parties (e.g. applicant, participant, provider, prescriber, legislator or other) contains accurate information and be free of grammatical and spelling errors 95% of the time;
- h. Identify providers experiencing billing problems and resolve them to the extent possible through telephone calls, emails or video conferencing. The contractor will take applicable actions in accordance with established policies and procedures; and,
- i. Publish and distribute provider manual updates and bulletins.

The call center will:

- a. Provide qualified and experienced interpreter services for callers speaking languages other than English, via helpline interpreter providers who are familiar with the National Standards of Practice for Interpreters in Health Care. The helpline must be staffed with bilingual helpline representatives or have access to a language translation service capable of communicating program information in both English, Spanish, Chinese, Russian, Haitian Creole, Korean and Bengali during all hours of operation. For those members with a speech and a hearing impairment an alternate electronic communication method will be provided;
- b. Respond to requests for provider enrollment status and other provider information from providers, stakeholders, or business associates via the Customer Service Center. The contractor shall establish and maintain procedures that ensure accurate, confidential, responses to providers and members questions and complaints with an average response time of three (3) workdays from receipt and in no event should a response time exceed fifteen (15) workdays. The contractor shall provide a real-time monitoring system that assures representatives are courteous and responsive to providers and members inquiries. The system shall be accessible to spontaneous Department monitoring at Department designated locations. Representatives will be trained and capable of responding to a wide variety of questions, complaints and inquiries including but not limited to point-of-service claim issues, reimbursement, copayment amounts, benefit design, coordination of benefits, and coverage policies and eligibility; and,
- c. Assist prescribers, pharmacies/pharmacists, vendors, and Medicare Part D plans as needed, to correct errors, process prior authorizations and avoid problems during processing of actual claims. The contractor will develop and maintain an effective working relationship with key pharmacy organizations and software vendors, in order to stay abreast of changes in pharmacy practices.

## 9. Outreach

The selected contractor will:

- a. Develop, implement and monitor a detailed and targeted, cost-effective annual outreach plan for the EPIC Program including all outreach and marketing materials. This outreach plan will be provided to the Department annually and due according to the timeframe mutually agreed upon and is subject to the review and approval by the Department;
- b. Develop and revise, as appropriate, comprehensive, flexible and innovative approaches tailored to hard-to-reach, ethnically diverse and minority seniors;
- c. Maintain agreed upon by the Department staffing levels required to perform all Outreach functions, including but not limited to:
  1. Delivering accurate, clear and concise messages about the benefits of EPIC and effectively promote EPIC enrollment.
  2. Organizing and holding sessions throughout NYS to train community-based partners to provide information and assistance to eligible seniors.
    - a. Sessions include planning meetings, trainings, conferences, tabling, workshops and provider visits. On average, the current Vendor is providing 500 appearances per year, with a high number of those being planning meetings.
- d. Evaluate the outcome and effectiveness of Outreach initiatives and provide monthly reports

and analysis to the Department including, but not limited to Outreach activities that took place, numbers of people enrolled and cost effectiveness.

## **10. Pharmacy Drug Claim Adjudication Rules and State Maximum Allowable Cost (SMAC)**

The selected contractor will:

- a. Maintain and update a drug formulary file to support pharmacy drug claim adjudication and the Program's defined pricing and ensure that pharmacy claims are reimbursed according to the most current drug data available;
- b. Ensure that EPIC reimburses secondary to Medicare D drug coverage unless that drug is excludable from Part D and is covered in full by EPIC per legislation;
- c. Maintain pharmacy claim adjudication rules to disallow drug coverage, per EPIC benefit design and for obsolete and Drug Efficacy Study Implementation (DESI) National Drug Codes (NDCs), drugs are no longer distributed because they are terminated by the manufacturer or withdrawn or recalled from the market, drugs for manufacturers that do not participate in the NYS EPIC rebate program and drugs which do not meet the defined NYS legislation requirements;
- d. Maintain drug pricing data necessary to support the Programs pricing methodology per NYS legislation and process claims utilizing the brand/generic classification;
- e. Create, load, update, and maintain a specific SMAC list on generic drugs dispensed, setting the maximum price. SMAC pricing is subject to Program established logic for claim reimbursement rules. The SMAC list must be updated and loaded into the claims processing system on a State designated schedule; and,
- f. Accept any SMAC appeals for EPIC and/or AIHP from pharmacy providers and provide resolution based on the agreed upon SLAs herein. The contractor shall send SMAC appeal/denial letter once determination is made by the Department.

## **11. Mailroom and Printing Services**

The selected contractor will provide the following services with respect to mail and printing:

- a. Incoming Mail
  1. Open mail and efficiently distribute (e.g. electronically if applicable), to appropriate departments: Applications, Documentations, Written Correspondence, Cancellation Requests, Requests for Additional Information (RFAI) forms, Claims, Returned Mail, etc.;
  2. Maintain P.O. Boxes for EPIC and AIHP business; and,
  3. Monitor, triage and route for resolution all returned undeliverable mail sent to providers, members, and other entities as specified by the Department. Resolution shall occur within 15 business days of receipt of the undeliverable mail. Resolution is defined as receiving updated address and re-sending of correspondence;
- b. Outgoing Mail
  1. Perform all outgoing mail functions including but not limited to EPIC identification cards, system generated EPIC letters, manual letters, billing notices, daily EPIC application requests and AIHP cards;

2. Apply postage to outgoing mail and ensure that it is dropped off at a Post Office or picked up daily by the United States Postal Service (USPS);
3. Use the most cost-effective method for bulk mailings that ensures speedy delivery;
4. Track postage and permit usage and provide cost information and supporting detail at a level approved by the Department on a monthly basis; and,
5. Provide to the Department each month the pass-through postage amounts and details in a Department approved format.

c. Printing Services

1. Print systematically generated letters for quality review;
2. Perform a quality review of letters before mailing;
3. Print ID cards for EPIC and AIHP;
4. Perform a quality review on ID cards and carriers before mailing;
5. Print member bills and quality review;
6. Print member refund checks and perform quality review;
7. Ensure physical security of checks during matching, stuffing and mailing process;
8. Maintain a Department approved secure check vault storage area for checks prior to release to providers;
9. Exert controls and counts to prove that every check produced was mailed or a voided check is worked appropriately;
10. Reissue checks that are lost in the mail due to bad address or other issue causing non-delivery of check;
11. Enforce effective physical security measures for all proposed equipment, sites, network components, processing areas, mail rooms, and storage areas used in providing administrative services to the Department;
12. Printing outreach materials, including but not limited to post cards, application brochures and trifold educational brochure material required to support outreach; and,
13. Print Member applications/brochures, Program Highlights and Co-Pay Sheets.

d. Courier Service

1. Provide a courier service at contractor cost once a week, or upon request, from the Department office currently at 99 Washington Ave, 7<sup>th</sup> floor room 720, Albany, NY 12210 to the contractor's offices. This is in addition to daily deliveries from the contractor's offices to the Post Office and banks. From time to time, additional deliveries may be required to State and other offices in the Albany area. Should the State Office location change within the Albany area during the term of the contract, the contractor is required to continue to provide the courier service at no additional cost to the Department.

## **12. American Indian Health Program**

The selected contractor will:

- a. Administer direct reimbursement to the AIHP pharmacy providers;
- b. Maintain and validate AIHP member enrollment based on data provided for member with each tribal nation;
- c. Facilitate provider enrollment and claims processing for AIHP consistent with the EPIC process;
- d. Provide ongoing assistance related to member and provider enrollment and claims processing for the AIHP;
- e. Provide monthly and annual AIHP reporting to the Department for services provided and members served, including but not limited to monthly or annual claim totals, overall expenditures trending, and utilization. Provide the Department with ad hoc reporting as needed;
- f. Accept and adjudicate Point of Sale (POS) claims for recipients that are determined eligible by the Tribal nations approved to submit AIHP claims;
- g. Receive enrollment applications and enroll all new members and providers for the AIHP Pharmacy Program. This includes emergency enrollment during Program business hours as identified herein;
- h. Receive re-enrollment applications and re-enroll members for the AIHP;
- i. Upon consultation with the Nation, terminate members at the request of the Department or the Tribal Nation; and,
- j. Administer a prospective drug utilization review process consistent with EPIC with minor modifications defined by the Department.

## **13. Claims Payment**

The selected contractor will:

- a. Utilize a NCPDP (National Council for Prescription Drug Programs) compliant Claims System for POS Claims and paper claims including compound claims submitted via the Universal Claim Form (UCF) or any newer versions;
- b. Process compound claims through paper UCF or via NCPDP POS System. Compound claims must be reimbursed according to the applicable plan logic and benefit design;
- c. Receive, review for completeness and process pharmacy paper claim transactions and claim attachments within ten (10) business days of receipt in the mailroom. Transactions failing the completeness review must be returned to the submitter without further processing;
- d. Process all pharmacy claims, including no payment claims (zero pay) through the claims processing system subject to the Program's pricing logic and various edits. The claims processing system must be flexible and capable of integrating and enforcing the various utilization review, benefit design features and cost containment components of the current and future Program to the extent required by law in accordance with pricing determined by

the Department, including but not limited to:

1. Maintain messaging capability in the most recent NCPDP format;
  2. Coordinate benefits with other payers;
  3. Administer a concurrent DUR program to aid the pharmacist at the POS;
  4. Track drugs that are covered first by the Medicare Part D plan after any Medicare Part D deductible is met;
- e. Be liable to the EPIC program for improper payments which are made due to contractor's business errors or otherwise attributed to the contractor's negligence or willful failure to adhere to the standards and procedures for payment established by the Department, this Agreement, or State and Federal laws or regulations. The contractor and the State will mutually agree on any member or provider recoupments. Notwithstanding the foregoing, if the Department was aware of the improper payments, contractor shall not be liable;
- f. Update the POS claims adjudication system to reflect participants' new threshold (accumulator) immediately upon meeting or exceeding their deductible or co-payment limit;
- g. Support secure network protocols used by the network vendors to transmit EPIC POS data to the contractor. The data must be transmitted in accordance with the requirements of the HIPAA. Any penalties assessed against the program for non-compliance with HIPAA requirements shall be the responsibility of the contractor;
- h. Provide the capability for audit of payment including retrieval of and access to original claim documents and online transactions (or other Department approved medium) copies of claims documents in a rolling seven-year period. This includes all file entries used in editing and adjusting the amount of a claim and calculating the total amount of the EPIC reimbursement;
- i. Analyze and monitor claim submissions to identify errors, fraud or abuse, and report such information to the State within 48 hours of discovery;
- j. Maintain claim cycles. EPIC and AIHP claim cycles are to be processed twice a month, LIS claim cycle once a month, or as needed, and submitted to the Department and paid to the pharmacy providers in accordance with a pre-established schedule approved by the State. The current EPIC claim payment cycle is on or about the fifteenth (15th) day and last day of each month and the AIH claim payment cycle is on or about the seventh (7th) and twenty-first (21st) of each month;
- k. Produce claims data extracts and transmit electronically to the State Rebate vendor as required;
- l. Complete a remittance advice prepayment audit, in accordance with established procedures, as modified from time to time with Department approval, of each semi-monthly check write within ten (10) working days of the end of the check write computer processing (excluding print time). The receipt by the State of the official contractor memorandum containing the results of the check write and audit, for all check types, shall constitute completion of the prepayment audit. The contractor shall deliver to the post office for mailing, or as applicable direct the bank to perform an electronic transfer of all checks approved by the State for release within one (1) working day of receipt of the State's official memorandum authorizing such release; and,
- m. Produce and provide remittance advices from each payment cycle to the pharmacy providers, electronically, that reflect the status of all claims adjudicated within that cycle. Assure that

payments to all pharmacies are processed through electronic funds transfer following contractor and prepayment audit reviews and State approval.

#### **14. Reconsideration and Fair Hearings**

The selected contractor will:

- a. Participate in all Fair Hearings involving members or pharmacy providers, including pharmacy provider enrollment denial issues. The contractor must ensure that copies of evidence and documents related to the hearing are distributed to the administrative law judge and to the member and/or pharmacy provider prior to the hearing in accordance with State regulations. contractor staff familiar with the facts of the case must attend the fair hearings. Please note, over the last ten years of program operation there have been less than five fair hearings; and,
- b. Cooperate and participate in the resolution of State Fair Hearings and Provider Disputes at the request of the Department.

#### **15. Quality Assurance**

The selected contractor will:

- a. Conduct quality assurance on day to day activities. The quality assurance team and the Department will work together cooperatively to review and modify quality assurance activities to improve performance indicators and mitigate risks of non-compliance. Documentation on the quality assurance activities conducted shall be available for the Department to review including detailed evaluations and outcomes.

#### **16. Audit**

The selected contractor will:

- a. For each calendar year or portion thereof throughout the term of this agreement, deliver to the Department annually, based on an agreed upon date, a copy of an annual audit report, of its firm, conducted by an independent certified public accounting firm. The scope of the audit should include topics such as the contractor's governance, risk management and controls regarding the efficiency of operations, reliability of financial and management reporting and compliance with laws and regulations. The scope of each annual audit shall be determined through a risk assessment and discussion with the Department of Health. The contractor is responsible for documenting and obtaining the Department's sign-off on the agreed upon scope;
- b. Provide its own internal audit function to ensure the integrity of the Programs. As part of this function detailed reviews of several system generated exception reports are required to confirm the accuracy of payments; and,
- c. Cooperate and participate with State audit staff, or its designated agent, to perform audits relating to the services rendered by the contractor and any subcontractors, and to provide access to necessary records in that process.

#### **17. Banking Services**

The selected contractor will:

- a. Establish separate disbursement and revenue accounts;
- b. Utilize designated State-owned bank accounts to provide banking services for the EPIC and

AIHP Prescription Processing, the contractor must provide separate banking services and fiscal accountability for each Program necessary to maintain the following payment and refund functions:

- payment of pharmacy provider claims; and
  - refunding excess member co-payments (only applies to EPIC);
- c. Provide separate banking services and fiscal accountability for deposits to the refund accounts owned by the State. The receipt account is for the deposit of State settlements and pharmacy refunds;
  - d. Complete monthly reconciliations for each of the revenue and disbursement accounts and provide to the State monthly, as agreed upon. All account reconciliations must be in a state approved format and, at a minimum, be in accordance with industry standards;
  - e. Ensure collateral to secure deposits must be pledged as required by the OSC and NYS Finance Law. All bank charges are the liability of the contractor and must be built into the applicable administrative fee;
  - f. Notify members and pharmacy providers annually, by letter, of uncashed stale checks, reissue checks for parties responding to the letter and issue upon State approval, a timely annual file to the OSC's division of unclaimed funds; and,
  - g. Issue manual checks on an as-needed basis for any special payments as directed by the State. The contractor must arrange to have manual checks delivered via expedited (twenty-four hour) delivery upon request by the Department. Special processing requests for manual checks are infrequent. An example would be a member request for a refund in an emergency.

## **18. System Development and Reporting**

The selected contractor will:

- a. Perform operational maintenance, routine enhancements and modifications to applications in accordance with State and federal mandates, program growth, industry standards, and to take advantage of new or emerging technologies identified by the contractor shall be completed at no cost to the Department;
- b. Make modifications and enhancements available without charge to the Department when such changes are initiated and/or paid for by another client when the client does not retain right to, or control over, the changes;
- c. Ensure non-standard, major enhancements which are not performed by the EPIC dedicated System and Service Operations team and which require substantial investment by the contractor will be made available to the Department at the same price that it is offered to other clients;
- d. Ensure support for accurate project scheduling, estimating and priority setting. Produce regular routine project status reports, track the status of projects by major steps in the systems development process, supply an automated and straightforward method of assessing and reporting project status through successful completion to assist the Department in Management of project plans. The Department shall be responsible for setting priorities for systems projects;
- e. Establish model development and test environments that simulate actual production for

developing and testing all software changes; and,

- f. Provide the Department, on a quarterly basis, a list, description and sample of the system performance/operational reports that are generated for this project and are not provided to the state as an agreed upon deliverable.

## **19. Additional General Operating Requirements**

The selected contractor will:

- a. Participate in scheduled contract coordination meetings between the Department and any other applicable contractors throughout the life of the contract. The frequency of meetings will be based on operational needs and be conducted in person (mainly with key personnel as defined in Section 4.2.2), via conference call, web based, etc;
- b. Conduct in-person or remote education/training for new Department staff as needed and directed by the Department; and,
- c. Maintain access to pharmacy clinical staff to provide pharmaceutical expertise throughout operations and to support the Prospective Drug Utilization Review and formulary maintenance functions in coordination with Department personnel. Pharmacists shall be available during EPIC Call Center hours of operation as an escalation point of contact. The contractor's pharmacy staff is also required to be current on the latest industry standards and developments, to proactively analyze the impact on the Programs, and to keep contractor and Department management apprised of such in a timely manner.

## **20. Records Retention**

The selected contractor will:

- a. Be responsible for storage of, access to and retrieval of all records including but not limited to, member enrollment and provider agreement and claim forms or archives thereof processed by the EPIC and AIH Programs seven (7) years old or less;
- b. Be responsible for storage of, access to and retrieval of all canceled checks for payment of EPIC and AIH program claims to providers, or refunds to participants;
- c. Maintain records involving matters in litigation shall be kept for a period of not less than three (3) years following the termination of the litigation; and,
- d. Within forty-eight (48) hours, notify the Department of any request by a third-party for access to any records maintained pursuant to this agreement.

## **21. Access Rights**

- a. Access to Premises

The EPIC program staff, the OSC, and their authorized representatives and designees shall, at all times during normal business hours, have the right to enter the contractor's premises, including the EPIC Operations site or such a place where duties are performed, to inspect, monitor or otherwise evaluate the work performed or being performed therein. Provisions shall be made by the contractor to provide identification cards for State personnel.

- b. The contractor shall use commercial reasonable efforts or a mutually agreed upon effort to provide the Department complete audit trails of a Department determined statistically valid sample of claims within an agreed upon timeframe from the date of request. This may include

the following for each claim:

- i. Copy of Claim;
- ii. Participant Profile;
- iii. Claim pricing determination;
- iv. Historical status of the claim;
- v. Provider remittance advice statement;

c. Access to and Audit of Agreement Record

At all times during the Agreement and for a period of seven (7) years thereafter, the contractor shall provide all authorized representatives of the State government with full access to all financial records that pertain to services performed and determination amounts payable under this agreement, including access to appropriate individuals with knowledge of financial records and full access to all additional records that pertain to services performed and determination of amounts payable under this Agreement, permitting such representatives to examine, audit and copy such records at the site at which they are located.

d. All records and information obtained by the Department pursuant to the provisions of this Agreement (unless specified otherwise in this agreement), whether by audit or otherwise, shall be usable by the Department in the course of its responsibilities under the contract. The contractor does not waive its confidentiality or proprietary interest as may exist under the law. Notwithstanding the preceding sentence, the Department agrees, that in those instances in which it has discretion, not to disclose outside government the following data:

- Any resume or other description of qualifications which includes the name of the individual;
- Any actual salary;
- The contractor's indirect cost allocation other than the sum thereof, including labor, overhead, corporate allocation and markup; and,
- The methodology for calculating these indirect rates including the allocation base.

## 22. Disaster Backup / Testing

- a. The contractor will establish a back-up facility capable of operating within seventy-two (72) hours of disaster and shall be able to provide service during the interim period such that all areas of operation are functional and meet the performance standards herein; and,
- b. The contractor will routinely conduct disaster testing for the backup facility. A minimum of one (1) disaster recovery test will be performed every twelve (12) months.

## 4.2 Staffing

### 4.2.1 General Staffing Requirements - Teams

The selected contractor shall work in good faith and endeavor to maintain the following teams and maintain appropriate staffing levels in-order to meet all requirements of this RFP including the service level agreements outlined in Attachment C. The Department and contractor may mutually agree to adjust the staff and staffing levels.

1. **Account Management** - Responsible for contract administration, formal communication and correspondence with the Department, delegating responsibilities and general oversight of the EPIC and AIH programs

2. **Finance Team** - Responsible for establishing and maintaining designated State-owned bank accounts for all financial functions described herein, processing all payments and refunds and completing reconciliations.
3. **Call Center Operations** - Responsible for member and provider customer service via call center and written correspondence.
4. **System and Service Operations** - Responsible for operational maintenance, enhancements and modifications to applications, ensure support for projects, track projects and produce regular project status reports.
5. **Quality Assurance** - Responsible for monitoring performance to ensure compliance with the contract, implementing continuous improvements and ensuring the quality of all deliverables and responses to the Department, members and providers.
6. **Outreach** - Responsible for developing an annual plan and holding sessions throughout NYS to effectively promote EPIC enrollment, maintain all outreach marketing materials and evaluate the outcome on a monthly basis.

#### 4.2.2 Key Personnel

The contractor agrees to commit the following key personnel to the operation of the EPIC program throughout the contract term, who meet all qualifications as outlined in Attachment D: Minimum Staffing Requirements:

##### 1. Account Executive

The personnel in this position will have the following responsibilities:

- ultimate responsibility for the EPIC and AIH Programs and all contract administration and all teams associated;
- acquisition of adequate resources and scheduling and provision of resources;
- fosters cooperative relationship with the Department and is the focal point of contact for the Department; and,
- ensures compliance with all SLAs and ensures all deliverables/reports are met and sent.

##### 2. Call Center/Customer Service Manager

The personnel in this position will have the following responsibilities:

- responsible for management and oversight of the call center operations team and all call center and customer service activities and requirements;
- responsible for ensuring that all call center representatives are trained, capable and responding accurately; and,
- ensures compliance with all call center SLAs and call center requirements as described in this RFP (Section 4.1.2.8).

##### 3. Systems Manager

The personnel in this position will have the following responsibilities:

- responsible for the management and oversight of the system and service operations team and all system development and reporting activities and requirements;
- prioritization and development of business specifications and tracking of system changes and enhancements;
- identifying and resolving project issues;
- creating strategies for risk mitigation and contingency planning; and,
- ensures compliance with all systems and reporting SLAs

#### **4. Quality Assurance Manager**

The personnel in this position will have the following responsibilities:

- responsible for the management and oversight of the quality assurance team and all quality assurance activities and requirements;
- monitors performance to ensure compliance with the contract;
- responsible for implementing continuous improvements;
- ensures the quality of all deliverables including but not limited to reports, documentation, testing and responses to the Department, members and providers; and,
- ensures all SLAs are met

All key staff positions will be full-time roles filled by individuals that are 100% dedicated with no conflict of interest to this initiative and based out of a local office that is in the NYS Capital District region. The Department shall be notified in writing, in advance, if the contractor proposes a change in key project staff. The notice shall include the name of the individual being replaced, an explanation for the change, and the name and credentials of the proposed replacement. All replacement personnel should be fully qualified for the position per Attachment D. Changes or additions in key project staff, once the contract has begun, will be reported to the Department and resumes will also be submitted for prior approval.

No key staff position may remain vacant and all replacement key staff must meet the requirements outlined in Attachment D and be approved by the Department. The Department reserves the right to reject key staff based on inadequate qualifications, poor references or inadequate knowledge or previous inadequate performance. In addition, the Department may request changes in staff based on performance and request replacement staff with equal or stronger qualifications.

#### **4.3 Reporting**

The contractor will be required to submit weekly, biweekly, monthly and quarterly operating reports to the Department in time frames established by the Department. These reports will provide summary information on all aspects of the EPIC operations. The reports will summarize the significant outcomes of each of the functional areas of responsibility such as claims processing, enrollment, income verification, call center, etc. The contractor will seek Department staff input for required data and format these reports in a Department approved format and provide the Department with ad hoc reporting capability. The contractor will maintain an electronic reporting system whereby, at a minimum, several Department required management reports (generated by the contractor) are easily accessible by the Department through their own PCs or secure web connection. See Attachment E for an example of the monthly reports.

The contractor shall provide on a monthly basis, except where otherwise noted, and in a level of detail acceptable to the Department, in its sole discretion, reports containing the information specified below:

##### **4.3.1 Monthly Operations Report.**

- Enrollment statistics and member mailings;
- Call center activity and fair hearing activity;
- Claim summary statistics for the month, cumulative for a single contract year, and cumulative for program-life to date for processed, paid (approved) and denied claims as well as payments;
- Reconsideration process – total number of requests;
- Provider enrollment activity;
- Mailroom activity; and,
- File sharing activity.

**4.3.2 Outreach Accomplishments for the Month - Report includes completed conferences, training sessions, provider visits, association meetings and other events, along with an evaluation of outcomes against the outreach plan.**

- 4.3.3 Monthly Progress Report - Accomplishments and Preview, broken down into the following categories, when appropriate:
- a. Operations;
  - b. Financial;
  - c. Systems Development;
  - d. Participant Relations;
  - e. Provider Relations;
  - f. Outreach; and,
  - g. Therapeutic Drug - Summary Management reports, as identified by the Department, to ensure specific drugs are utilized in a medically appropriate manner.
- 4.3.4 Monthly Audit Report
- Summary of actual performance in relation to each Performance Standard defined by Attachment C; and,
  - Summary list of internal audits performed by the contractor's Internal Audit Staff, the detailed results of the audits, and the actions taken to rectify any errors/problems detected.
- 4.3.5 Self Service Reports retrieved by NYS
- Reconsideration Process - activity report detailing the number of reconsiderations requested, dates requested, type of request (written or telephone), number and date(s) processed, disposition of reconsiderations; and,
  - Point-of-Sale Operating Reports-
    - a. information on communication network performance which it receives from the switching companies on a monthly basis.
    - b. data substantiating compliance of the POS system with the performance standards.
- 4.3.6 Period operating reports and computer-generated production reports from the EPIC system shall meet the following specific criteria:
- a. Daily reports are retrieved by the contractor by the next business day following the reported day. At contractor's request daily reports shall be delivered to the Department by the next business day following the reported day;
  - b. Weekly reports shall be delivered to the Department by the beginning of the second business day after the end of the reporting period;
  - c. Monthly reports shall be delivered to the Department by the fifth business day of the month following the end of the reporting period; and,
  - d. Quarterly reports shall be delivered to the Department by the fifteenth day of the month following the end of the reporting period.

#### **4.4 Information Technology**

The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

#### **4.5 Security**

The New York State Department of Health requires that vendors providing computer and application services to NYS comply with the Health Insurance Portability and Accountability Act (HIPAA) Omnibus Final Rule and all other applicable New York State and federal laws, regulations, policies, and standards for all systems, that transfer, process, or store Department data. The Department verifies this through review of evidence and artifacts that demonstrates vendor compliance with these laws, regulations, policies, and standards.

The Department has defined a *Moderate-Plus Security Controls Baseline* based on, and consistent with, the security provisions described in [CMS](#). Acceptable Risk Standards (ARS), MARS-E Document Suite, Version 2.0,

and National Institute of Standards and Technology (NIST) 800-53 at the Moderate level. Additionally, the Department has augmented these federal standards with New York State Policies and Standards. The Moderate-Plus Security Controls Baseline includes a System Overview document that the Department has adopted from the MARS-E Document Suite. All bidders shall complete the System Overview document – which is attached to this RFP – to thoroughly and accurately describe the technical and security that will support the proposed system.

Furthermore, the Department expects the successful bidder/vendor to maintain a System Security Plan (SSP) that aligns closely with the Moderate-Plus Security Controls Baseline for any system that will transfer, process, or store Department data. The Department considers bidder responses to represent a firm commitment by the bidder to adhere to, and demonstrate compliance with, the Moderate-Plus Security Controls Baseline. The Department will provide necessary templates and documentation to satisfy this requirement to the successful bidder/vendor upon contract award.

Successful bidder/vendor shall also execute a DUA and Business Associate Agreement (BAA) and submit a System Security Plan (SSP) Attestation to the Department upon contract award. The SSP Attestation provides a means by which the successful bidder/vendor may provide assurance to the Department that the successful bidder/vendor system adheres to the Moderate-Plus Security Controls Baseline.

Successful bidder/vendor shall retain an independent third-party assessor prior to receiving Department data into the proposed system to validate the implementation and proper functioning of the controls described in the SSP Attestation. The successful bidder/vendor shall also submit a Plan of Actions and Milestones (POA&M) that addresses all deficient controls identified in the SSP Attestation, and third-party assessment. The POA&M shall provide target implementation dates for each control that is not fully implemented. Deficient controls will be prioritized and mitigated consistent with federal and State policies and standards.

Successful bidder/vendor shall update and resubmit the POA&M to the Department each quarter throughout the term of the contract to demonstrate progress and the timely mitigation of deficient security controls and any third-party assessor findings.

Successful bidder shall submit an updated SSP Attestation to the Department yearly, and when there is any significant change to the system. A significant change is one that is likely to affect the security state of the information system. The Department reserves the right to require the vendor to retain, at the vendor's expense, a third-party firm to perform additional security assessments at any time.

The DUA, BAA, SSP Attestation, Moderate-Plus Security Controls Baseline templates, and POA&M templates will be provided to the successful bidder/vendor by the Department upon contract award.

The following security and regulatory requirements may apply to systems addressed by this RFP:

1. All New York State ITS policies and standards (<http://its.ny.gov/eiso/policies/security>)
2. The Health Insurance Portability and Accountability Act (HIPAA) Omnibus Final Rule
3. All applicable State and federal laws and regulations related to privacy protections
4. Section 367-b (4) of the NY Social Services Law
5. New York State Social Services Law Section 369(4)
6. Article 27-F of the New York Public Health Law (HIV/AIDS)
7. 18 NYCRR 360-8.1
8. NY Civil Rights 79-L
9. Social Security Act, 42 USC 1396a(a)(7)
10. Federal regulations at 42 CFR 431.302 and 42 CFR Part 2 (Substance Use Disorder)
11. NYS Mental Hygiene Law Section 33.13
12. 45 CFR Parts 160 and 164 (Privacy related sections for HIPAA)
13. CMS ARS 3.1, Moderate, including Privacy controls <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/ARS-31-Publication.html> (example of privacy controls and the System Security Plan workbooks attached)
14. New York State Department of Health Offshoring Policy

#### Additional Requirements:

The successful bidder/vendor shall adhere to the application development security requirements described in NYS-S13-001 Secure System Development Life Cycle standard. In addition:

- Successful bidder/vendor shall provide all source code, documentation, and other means by which vendor intends to demonstrate compliance with the security requirements of this RFP to the Division of Operations and Systems Security and Privacy Bureau on demand;
- Application security conformance is subject to Department review and approval;
- Successful bidder/vendor shall address all identified security and vulnerability issues by making corrections, adjustments, or taking other actions that mitigate identified security vulnerabilities or risks;
- The successful bidder/vendor shall conduct regular vulnerability and penetration testing;
- Successful bidder shall provide secure and confidential backup, storage, and transmission for hard copy, and electronic information;
- Successful bidder/vendor shall not release Department data to any person, agency, or organization without specific written permission of the Department;
- Successful bidder/vendor shall ensure that any subcontractor hired by the successful bidder/vendor who stores, processes, transmits, or provides access to Department data on behalf of the successful bidder/vendor complies with the Department's Moderate-Plus Security Controls Baseline;
- If any breach, or suspected breach, of Department data occurs, with either the successful bidder/vendor or subcontractor, successful bidder/vendor shall notify the Department within one hour;
- Successful bidder/vendor shall provide data confidentiality plans and procedures to the Department upon request. These plans and processes shall meet the security requirements related to the deliverables and services described within this RFP including all plans as they relate to subcontractor work where applicable;
- The successful bidder/vendor will develop and maintain fully trained staff to respond to all Department inquiries while protecting confidentiality, availability, and integrity of the system and data;
- Successful bidder/vendor staff shall be trained to understand and observe requirements related to all security, privacy, and other operating guidelines for functions included in this RFP;
- The successful bidder/vendor agrees to provide any and all technical and security documentation, in electronic form, as requested by the Department, without reservation or redaction;
- The Department reserves the right to revise and enhance these requirements as technology, or security standards evolve; and,
- The Department retains the right to withdraw from this agreement at any time if it believes that the successful bidder is not making a good faith effort to comply with the security and privacy related terms of this agreement.

#### 4.6 Transition

The transition represents a period when the current contract activities performed by the contractor must be turned over to the Department, another Department agent or successor contractor during or at the end of the contract.

The contractor will:

- a. Ensure that any transition to the Department, Departmental agency or successor contractor be done in a way that provides the Department with uninterrupted services to applicants, members, and pharmacy providers and maintain/improve systems, procedures and operating practices developed under the contract. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract;
- b. Provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract. After the expiration of the contract term, the contractor must provide continuing support to the successor contractor for a period of one month, if deemed necessary by the State;
- c. Manage and maintain the appropriate number of staff to meet all requirements listed in this RFP during the transition. Experienced personnel are vital to a smooth turnover; the contractor must encourage all employees, including management, to remain throughout the turnover. Over the final six months of the contract term, the contractor must not transfer or otherwise reassign any of its EPIC dedicated staff without prior Department approval. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period;
- d. Turn over all EPIC operating documents including but not limited to audits, member and pharmacy provider data, print materials, systems documentation, all helpline questions and answers, and training materials;
- e. The contractor will turn over specific enrollment data files to the successor contractor, in an electronic, Department approved format; and,
- f. Furnish a monthly reconciliation for all bank accounts established and maintained by the contractor for a mutually agreed upon period following termination of the contract.

If the contractor is utilizing any non-proprietary Department-owned software, the contractor will turn over this software to the Department or, at the Department's option, a successor contractor. The contractor and the Department will work in good faith to transfer Department owned assets in the event the contract terminates and/or either party seeks transfer of assets.

The contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than fifteen (15) months before the last day of its contract with the Department of Health or upon request of the Department. The turnover plan must include all other information requested by the State, which, in its sole discretion, believes is necessary to effectuate an efficient turnover to the successor contractor, including information for Department preparation of an RFP for the subsequent contract.

During turnover, a minimum of three (3) month inventory of pre-printed forms and supplies will be required of the contractor to avoid critical shortages in the immediate post-contract period.

## **5.0 ADMINISTRATIVE INFORMATION**

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of the bidder's proposal.

## 5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with the Department and ending with the final contract award and approval by the Department and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in the Department procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

## 5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification regarding this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to [OHIPcontracts@health.ny.gov](mailto:OHIPcontracts@health.ny.gov). It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

## 5.3 Right to Modify RFP

the Department reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by the Department, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by the Department will be posted to the Department website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Department of such error in writing at [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify the Department of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

## 5.4 Payment

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of the signed voucher to the BSC at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: **Unit ID: 3450437 Contract #CXXXXXX:**

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450437  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

a. Implementation Phase Payments:

The contractor shall be paid the implementation price upon the Department's acceptance and approval of the completion of milestones as defined section 4.1.1 of this RFP. The distribution of payment is as follows:

- Implementation plan approved by State – 25%
- Implementation Team and Key staff hired and Project Management Strategy Implemented -25%
- Go Live date successfully achieved, meaning all implementation activities in Section 4.1.1 so that the Programs are, as detailed in this RFP, fully operational– 50%

b. Operation Payments:

The contractor shall be paid a monthly base operation fee, as presented in Attachment B of the contractor's cost proposal. The base operation fee represents the fixed costs associated with the daily operation for each program. The monthly base operation fee will begin after the contract Go Live date specified in section 2.3. The contractor shall submit monthly invoices no later than fifteen days after the end of the month being invoiced.

c. Reimbursable Costs:

The Department shall pay the contractor for postage expenses incurred by operations on a monthly basis. The contractor is expected to meet the necessary postal requirements throughout the contract term to obtain the up-to-date lowest rates available for the services needed. The contractor will submit back up documentation with each monthly voucher to show all the postage costs incurred so the State can review and validate the charges prior to payment.

d. Systems Development:

Should the Department need to make system programming changes to support program changes and/or budget initiatives, subject to Department approval, the Department shall reimburse the contractor monthly for approved billed hours at the system change rate as set forth in the resulting contract, for the applicable period as presented in Attachment B – Cost Proposal. Additional reporting and/or changes to existing reporting formats would not qualify as a system programming change unless it is documented and approved by the Department that the change is related to the incorporation of a new requirement or related to a change based on new state or federal laws. System hours only apply to Department approved system changes subsequent to implementation.

### Price Adjustment Clause

The pricing for years four (4) and five (5) of the contract is subject to an annual increase or decrease of the lesser of three percent (3%) or the percent increase or decrease in the National Consumer Price Index for All Urban Consumers (CPI-U) (*CUUR0000SAM*) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the 12 month period ending ninety (90) days prior to the renewal date for years *four (4) and five (5) of the contract*.

### 5.5 Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“the Department”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of the Department contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Department establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

#### Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and contractor agrees that the Department may withhold payment pending receipt of the required MWBE documentation. For guidance on how the Department will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. the Department will review the submitted MWBE Utilization Plan. If the plan is not accepted, the Department may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. the Department may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If the Department determines that the Bidder has failed to document good-faith efforts;

The contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

The contractor will be required to submit a contractor's Quarterly MWBE contractor Compliance & Payment Report to the Department, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and the Department may withhold payment from the contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to [ohipcontracts@health.ny.gov](mailto:ohipcontracts@health.ny.gov) before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime contractor.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## **5.6 Equal Employment Opportunity (EEO) Reporting**

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to the Department with their bid or proposal.

### **5.7 Sales and Compensating Use Tax Certification (Tax Law, § 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 contractor, 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 subcontractor 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.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

### **5.8 Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

### **5.9 Subcontracting**

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the Department and the contractor. The Department reserves the right to request removal

of any bidder's staff or subcontractor's staff if, in the Department's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

## 5.10 The Department's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

## 5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(D\)](#) of the RFP.** If the Department agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made 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) required 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) required 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) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), 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) directed 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) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligation under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13 State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder 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 successful 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.

State Consultant Services Form A: contractor's Planned Employment and Form B: contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

## **5.14 Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the bidder's proposal and will not include any discussion of other proposals. Requests must be received no later than fifteen (15) calendar days from date of award or non-award announcement.

## **5.15 Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **5.16 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website (currently found at this address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default. The Department reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **5.17 Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sfixi.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.

## **5.18 Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

## **5.19 Diversity Practices Questionnaire**

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBES") in their business practices. Diversity practices may include past, present, or

future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

## **5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Department conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to contractor. Nevertheless, Bidder/contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **5.21 Intellectual Property**

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

## **5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect**

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

## **5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## **6.0 PROPOSAL CONTENT**

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

**the Department will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.**

## **6.1 Administrative Proposal**

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

### A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination."

### B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 4.10](#), (Freedom of Information Law)

### C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. the Department recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

### D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

### E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State the Department M/WBE RFP Required Forms."

F. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses 00 will use in the performance of the contract.

G. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. the Department reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

H. References

Provide references using [Attachment 9](#), (References) for three projects conducted with similar services as described above in this RFP. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

J. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

## 6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Bidders should provide the information in the same order in which it is requested. The bidder's proposal should contain sufficient information to assure the Department of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion.

The New York State Department of Health will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- A minimum of 5 years' experience working with pharmacy program functions, which includes
  - experience and accurate processing of on-line pharmacy claims,
  - remittance advice,
  - participant eligibility and application processing,
  - provider eligibility, enrollment and reimbursement,
  - therapeutic drug monitoring and
  - community outreach.Such experience must include operations, customer service, accounting and financial controls related to pharmacy programs; and,
- A minimum of two (2) years' experience (of the 5 or more years described in previous bullet) must include experience with public pharmacy programs such as Medicare Part D, Medicaid and/or a State Prescription Assistance Program.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. A prime contractor may not leverage a subcontractor's experience in order to meet the minimum qualifications identified above.

D. Technical Proposal Narrative

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the technical proposal are as follows:

**D.1.1 Implementation**

Bidders should:

- a. Summarize its process for completion of all necessary implementation activities by the Go Live date outlined in Section 2.3 of the RFP. Bidders should include a timeline for
  - implementation of project milestones that identify acquiring letter of credit for the benefit of the department in the amount of 5% of the bid total for the initial five-year contract period as proposed in the cost proposal,
  - training and filling of staff positions,
  - report configuration,
  - development and implementation of system and operational specifications,
  - establishment of a local office,
  - performance standard self-reporting,
  - parallel systems testing, including all computer processing systems to ensure data has been transitioned appropriately, including a listing of the tests and associated internal controls.
- b. Describe its strategies to monitor the achievements of these milestones, identify and also overcome barriers that may delay implementation;
- c. Describe its process for hiring and training staff including all Key Personnel to oversee implementation activities.
- d. Describe the expectations of the Department during the implementation period;
- e. Describe its plan to assume responsibility without interruption of service to applicants, members, pharmacy providers and manufacturers, for the maintenance and development of forms, manuals, procedures and documentation for all current operations. (Historical data files, at least 10TB)
- f. Describe any proposed applications or systems software necessary to complete all deliverables and services to support the EPIC and AIH Programs;
- g. Describe its process to avoid any interruption in services during the implementation period; and,
- h. Provide the location of its NYS office, if known. (This item will not be scored).

## **D.1.2 Operations**

### **D.1.2.1 Enroll Providers**

Bidders should:

- a. Describe how the contractor will assume responsibility for the administration for the current EPIC and AIHP pharmacy network, which currently consists of 4,727 NY State Pharmacies and how you will notify the current network of the change in vendor;
- b. Describe how it will enroll pharmacies registered in the contiguous state and non-NYS resident pharmacies registered in New York to process claims as secondary when such enrollment is certified as necessary by EPIC (see Section 253 of Title 3 of the NYS Elder Law);
- c. Describe its process to efficiently prepare, produce and distribute pharmacy provider enrollment packets to newly enrolled providers within seven (7) calendar days of the date on which the newly activated provider is placed on file;
- d. Describe how it will mail enrollment packets to providers within two (2) business days of the contractor receipt of request and maintain a log, by date, of all requests made and enrollment packets sent by date;

- e. Describe how it will contact any new provider(s) identified by provider associations or the Department;
- f. Describe its process for enrolling providers with signed agreements as to not exceed an average of fifteen (15) calendar days after receipt of NY approval;
- g. Describe how it will receive and process pharmacy provider enrollment forms and signed agreements and how it will notify pharmacy providers of enrollment determinations including notifying pharmacies they are excluded based upon Medicaid terminations of NYS licensing suspensions. Describe when and how it would validate that the pharmacy provider has Medicaid approval and a valid Medicaid ID number;
- h. Describe how it will return incomplete or denied enrollment applications to pharmacies as to not exceed an average time of three (3) business days measured from the time the deficiency was detected to the delivery of the material at the Post Office for mailing;
- i. Describe how it will maintain and retrieve, when necessary, participating provider records including the following: name, address, NPI #, Pharmacy registration #, Medicaid provider #, Banking information, Federal Tax ID #, etc; and,
- j. Describe any methodologies, strategies, software that would allow it to perform geographic mapping analysis when requested to identify distribution of enrolled pharmacies and accessibility to pharmacy services by members.

#### **D.1.2.2 Enroll and Re-enroll Members**

Bidders should:

- a. Describe how it will establish and maintain secure information exchanges with the DTF, as well as the SSA in order to verify member enrollment data;
- b. Describe how it will mail enrollment forms to participants within three (3) business days, measured from the date the request was received to the date the form was delivered to the Post Office for mailing;
- c. Describe its process for receiving, imaging and archiving enrollment applications and supporting documentation, identifying and resolving invalid or incomplete application information, potential duplicate applications and any income or other discrepancies in the applications;
- d. Describe its process to conduct weekly enrollment audits to verify the accuracy of the application data and eligibility determinations;
- e. Describe its process for determining eligibility, notifying applicants of eligibility or ineligibility and providing applicants with a process for reconsideration if necessary;
- f. Describe its proposed online real-time system that can facilitate updating member records, including address changes and its method for tracking EPIC member data, drug expenditures and Part D status;
- g. Describe how it will process enrollment applications containing all required information and make a determination regarding eligibility within seven (7) calendar days and respond to and request missing information for incomplete applications within three (3) business days. This is measured from the receipt of the enrollment application in the Contractor's mailroom to the delivery of an EPIC identification card and/or billing statement or rejection notice to the Post Office for mailing;
- h. Describe its process for an automated renewal process for members;

- i. Describe how it will provide immediate coverage, on an expedited basis, to eligible seniors as needed, refer seniors to appropriate resources to inquire about a Part D plan if needed, issue identification cards to each newly enrolled member and replace lost or stolen cards and provide members with individual benefit summaries and reports upon request;
- j. Describe how it will ensure that newly enrolled members' claims pay appropriately starting on the effective date of their coverage;
- k. Describe its process for tracking and maintaining an inventory of standard written communications for member and how it will complete all standard mailings as required in this RFP; and,
- l. Describe its strategy for completing and improving the process illustrated in F1 and F2.

#### **D.1.2.3 Automated/Electronic Application Portal**

All requirements under the Enroll and Re-enroll Members Section (4.1.2.2) apply. The bidder should provide additional information, in addition to their response to D.1.2.2, in response to the bullets below. Bidders should:

- a. Describe its existing automated/electronic application process that enables potential members to apply for the program online in addition to the paper process. If not currently available describe its capability to develop an automated/electronic application process;
- b. Describe its existing or proposed hardware and software needs for support of the portal (including hosting solution);
- c. Provide flow diagrams of your existing or proposed automated processes showing all requirements listed and illustrated under section 4.1.2.2 are met;
- d. Describe its previous experience working with web-based applications and processes;
- e. Describe its process for tracking and imaging documentation and other information received from an enrollee during the web-based application or renewal process;
- f. Describe its process for real-time data collection functionality to import data necessary for members to enroll or re-enroll into the EPIC program and processes for securely contacting members for additional information while ensuring confidentiality;
- g. Describe its processes for automation of the calculation or eligibility, and;
- h. Describe its plan for operation on a secure server accessible to members, Contractor Staff and Department Staff, only with a username and credential unique to each user.

#### **D.1.2.4 Ecommerce Portal**

All requirements under the Ecommerce Portal Section (4.1.2.4) apply. Bidders should provide additional information with their ability to work directly with the designated contractor selected to implement the e-payment portal giving members the option to pay fees online.

#### **D.1.2.5 Income Verification Process**

Bidders should:

- a. Describe any methodologies or strategies that would allow it to efficiently and effectively perform the income verification process outlined in the RFP (Section 4.1.2.5) including having the appropriate DUA in place, sending daily secure electronic transmissions of income and how it would address problems that may occur with such transmissions; and
- b. Describe its process for determining income eligibility for all new members and renewals based on information returned from the SSA and DTF, how it plans to notify members of any discrepancies and how it will maintain the outcome/determinations internally, so it is available to member helpline staff.

#### **D.1.2.6 Request for Additional Information (RAI) Process**

Bidders should:

- a. Describe its strategy for completing and improving the RAI process illustrated in F3 and described in the RFP in Section 4.1.2.6;
- b. Describe how they plan to establish and maintain a contractual relationship, including applicable DUA with an SSA approved third party vendor, submit completed records in proper format to SSA approved third party vendor on a weekly basis during initiatives, keeping consistent with technical requirement;
- c. Generate mailing materials and complete mailings to all EPIC members potentially eligible for LIS, identifying non-responders, and complete follow up mailings to encourage participation and,
- d. Describe how it will maintain a tracking system that allows for timely and correct reports to the State on any or all steps within its proposed process.

#### **D.1.2.7 Reconciliation with Medicare Part D Plans/Premium Payments**

Bidders should:

- a. Describe how it will obtain and upload all the necessary information from CMS as outlined in the RFP (Section 4.1.2.7) needed to complete the premium payment process;
- b. Describe how it will determine if any EPIC member is eligible for premium payment, determine the amount, determine if LIS is in effect, and calculate the monthly amount owed;
- c. Describe how it will establish and maintain secure information exchanges with all entities listed in this RFP (Section 4.1.2.7.c) in order to complete the premium payment process;
- d. Describe how it will produce a Medicare Advantage Retiree Drug Subsidy Extract to CMS that shows LIS, date of death and eligibility information updates via a secure electronic information exchange;
- e. Describe how it will continue to pay for late enrollment penalty payments for members who are eligible as outlined in the RFP (Section 4.1.2.7.e);
- f. Describe how it will create and provide to the State a monthly member level file by carrier and a summary spreadsheet of monthly payments by payee name and address and maintain a distribution list and distribute monthly PRA files to carriers securely and in an electronic format;
- g. Describe how it will review premium payment reconciliation files submitted by Medicare Part D plans, track discrepancies, create and maintain files of discrepant research and reconcile such discrepancies;

- h. Describe how it will maintain a Carrier/Plan distribution list and distribute monthly PRA files to each Medicare Part D plan involved in the PRA process securely, and in an electronic format within two (2) days of approval or as requested by the Department. Resolve technical issues with plan receipt of and access to the PRA files; and,
- i. Describe their ability to Upload and review premium payment reconciliation files submitted by Medicare Part D plans. Confirm accuracy of discrepancy or calculate revised amount. Create and maintain on-line files for results of discrepant research. Create and distribute to Medicare Part D plans a summary, in a Department approved format, of reconciliation payment file.

#### **D.1.2.8 Customer Service / Member and Provider Relations**

Bidders should:

- a. Summarize its process to complete all necessary call center requirements as described in this RFP (Section 4.1.2.8). Bidders should include a description of its proposed plan to establish a customer service line for member and providers, establish a backup call center and staff and establish an email account so that members or providers can contact the successful bidder via email as well as phone;
- b. Describe how it will communicate with members with speech and hearing impairment or speak languages other than English;
- c. Describe its methods for establishing and maintaining procedures to ensure timely and accurate responses to providers and members questions and complaints while ensuring confidentiality and training representatives to respond to a wide variety of questions, complaints and inquiries;
- d. Describe how it will provide a real-time monitoring system that is also accessible to spontaneous Department monitoring at Department designated locations to assure representatives are courteous and responsive;
- e. Describe its process for developing and distributing pharmacy provider manual updates, bulletins and e-mail communications;
- f. Describe any methodologies, strategies, software that would allow it to maintain an environment whereby existing or new pharmacy providers, switches and/or software vendors can readily test claims adjudication, how it will correct errors and avoid problems during processing and maintain effective working relationships with key pharmacy organizations and software vendors in order to stay abreast of changes in pharmacy practices;
- g. Describe how it will respond to any written inquiry on average within three (3) business days from receipt and in no event exceed fifteen (15) business days and always contain accurate information and be free of grammatical and spelling errors 95% of the time;
- h. Describe how it will identify providers experiencing billing problems and resolve them to the extent possible through telephone calls, emails or video conferencing in accordance with established policies and procedures; and,
- i. Describe how it will assist prescribers, pharmacies/pharmacists, vendors, and Medicare Part D plans as needed, to correct errors, process prior authorizations and avoid problems during processing of actual claims.

#### **D.1.2.9 Outreach**

Bidders should:

- a. Summarize its process to complete all necessary outreach activities as described in this RFP (Section 4.1.2.9). Bidders should include a timeline for completing the required outreach plan;
- b. Describe any innovative approaches it has for contacting hard-to-reach seniors, delivering EPIC information and promoting enrollment;
- c. Describe its process for organizing and holding sessions through NYS to train community-based partners to provide information and assistance to eligible seniors; and,
- d. Describe its approach for evaluating the outcome and effectiveness of its outreach initiatives and activities and providing a monthly report to the Department about such activities and outcomes.

#### **D.1.2.10 Pharmacy Drug Claim Adjudication Rules and SMAC**

Bidders should:

- a. Describe how it will maintain and update a drug formulary file to support pharmacy drug claim adjudication rules and the Program's defined pricing, ensure that EPIC reimburses secondary to Medicare D drug coverage and maintain pharmacy claim adjudication rules to disallow drug coverage per reasons outlined in the RFP (Section 4.1.2.10.c);
- b. Describe how it will maintain drug pricing data necessary to support the Programs pricing methodology per NYS legislation and process claims utilizing the brand/generic classification;
- c. Describe its strategy for creating, loading, updating and maintaining a SMAC list on generic drugs dispensed, setting a maximum price; and,
- d. Describe how it will process and complete any SMAC appeals for EPIC or AIHP from pharmacy providers.

#### **D.1.2.11 Mailroom and Printing Services**

Bidders should:

- a. Describe the strategies it plans to utilize for intake, scanning and distribution of all mail and how it plans to handle all returned undeliverable mail within 15 business days of receipt;
- b. Describe the strategies it plans to utilize to perform all outgoing mail functions listed in the RFP (Section 4.1.2.11.b). Bidders should describe their method for bulk mailings, how they plan to track postage and permit usage and report that information to the Department on a monthly basis;
- c. Summarize its process to complete all necessary printing activities as described in this RFP (Section 4.1.2.11.c). Bidders should include strategies for ensuring physical security of checks prior to mailing and during the mailing process, controls to prove that every check produced was mailed or a voided check was worked properly and security measures for all proposed equipment and areas are used; and,
- d. If known, please provide any information about its experience with using a courier service. (This item will not be scored)

#### **D.1.2.12 American Indian Health Program**

Bidders should:

- a. Describe how it will administer direct reimbursement to the AIHP pharmacy providers, maintain and validate AIHP member enrollment, facilitate provider enrollment and claims processing and provide assistance related to member and provider enrollment and claims processing;
- b. Describe how it will receive and process enrollment and re-enrollment applications for all new members and providers and terminate members at the request of the Department of the Tribal Nations;
- c. Describe how it will adjudicate Point of Sale claims and provide all reporting as described in the RFP to the Department; and,
- d. Describe how it will administer a prospective drug utilization review process consistent with EPIC.

#### **D.1.2.13 Claims Payment**

Bidders should:

- a. Describe how it will process compound claims, paper claims and no payment claims through a claims processing system. Bidders should describe how their proposed claims processing claims will meet all the requirements listed in this RFP (Section 4.1.2.13);
- b. Describe how it will analyze and monitor claim submissions to identify errors, fraud or abuse and report such information to the State;
- c. Describe its process for maintaining claim cycles for EPIC, AIHP and LIS as described in this RFP (Section 4.1.2.13) and how it will provide remittance advices and payment for each cycle to the pharmacy provider; and,
- d. Describe how it will produce claims data extracts and transmit to the NYS Rebate vendor.

#### **D.1.2.14 Reconsideration and Fair Hearings**

Bidders should:

- a. Summarize its process and/or experience with participating in fair hearings and describe how it will complete all necessary reconsideration and fair hearings activities as described in this RFP (Section 4.1.2.14).

#### **D.1.2.15 Quality Assurance**

Bidders should:

- a. Summarize its process to accomplish all necessary quality assurance activities as described in this RFP (Section 4.1.2.15). Bidders should include a description of how they will document, review and evaluate their quality assurance activities.

#### **D.1.2.16 Audit**

Bidders should:

- a. Describe how it will fulfill the requirement to deliver to the Department, annually, an audit report conducted by an independent certified public accounting firm; and,

- b. Describe the internal audit process it will put in place for the Program. Include how its internal audit function will review the various functions of its Program including the process followed to inform the State as well as senior management of an audit's findings. Describe how its organization follows up in those areas where they have found quality assurance lapses.

#### **D.1.2.17 Banking Services**

Bidders should:

- a. Summarize its process to complete all necessary banking requirements as described in this RFP (Section 4.1.2.17). Bidders should describe their process for reconciliations and describe their strategies for notifying members and pharmacy providers of uncashed stale checks, reissuing checks for parties who respond and sending an annual unclaimed funds file to the OSC.

#### **D.1.2.18 System Development and Reporting**

Bidders should:

- a. Describe any methodologies, strategies, software that would allow it to perform operational maintenance, routine enhancements and modifications as needed;
- b. Describe its strategies for providing support for accurate project scheduling, estimating and priority setting. Bidders should describe how they will track and access the status of projects and produce status reports;
- c. Describe its process for providing development and test environments that simulate actual production for developing and testing all software changes; and,
- d. Describe its process for providing the Department with a quarterly report including a list, description and sample of the system performance/operational reports that are generated for this project.

#### **D.1.2.19 Additional General Operating Requirements**

Bidders should:

- a. Describe any methodologies, strategies, software that will allow it to conduct education/training for new Department staff; and,
- b. Describe how it will keep its pharmacy staff current on the latest industry standards and developments and proactively analyze the impact of the Programs and keep the Department management apprised of such.

#### **D1.2.20 Records Retention**

Bidders should describe its process for:

- a. Storing of, access to and retrieval of all records including but not limited to, member enrollment and provider agreement and claim forms or archives thereof processed by the EPIC and AIH Programs seven (7) years old or less;
- b. Being responsible for storage of, access to and retrieval of all canceled checks for payment of EPIC and AIH program claims to providers, or refunds to participants;
- c. Maintaining records involving matters in litigation shall be kept for a period of not less than three (3) years following the termination of the litigation; and,

- d. Notifying the Department, within forty-eight (48) hours, of any request by a third-party for access to any records maintained pursuant to this agreement.

#### **D.1.2.21 Access Rights**

Bidders should:

- a. Describe its process to complete all the access rights requirements listed in the RFP. (This item will not be scored)

#### **D.1.2.22 Disaster Backup / Testing**

Bidders should:

- a. If known, provide the location of its disaster back-up facility (This item will not be scored); and,
- b. Describe its process for conducting disaster backup testing every 12 months. Bidder should include information about what team and staff are involved.

### **D.2 Staffing**

Bidders should:

- a. Describe its ability to provide and maintain the Teams and appropriate staffing levels identified in section 4.2 and outlined below:

- Teams:
  - Account Management
  - Finance
  - Call Center Operations
  - System and Service Operations
  - Quality Assurance
  - Outreach
- Key Personnel
  - Account Executive
  - Call Center/Customer Service Manager
  - Systems Manager
  - Quality Assurance Manager

### **D.3 Reporting**

Bidders should:

- a. Describe their ability to provide weekly, biweekly, monthly and quarterly operating reports to the Department summarizing information on all aspects of the EPIC operations. The reports will summarize the significant outcomes of each of the functional areas of responsibility such as claims processing, enrollment, income verification, call center, etc. See Attachment E for an example of the monthly reports.
- b. Describe how they will provide reports as identified in section 4.3 and outline below:
  - Monthly Operations Report
  - Outreach Accomplishment
  - Monthly Progress Report
  - Monthly Audit Report

- Self Service Report
- Period Operating Reports
- Computer-Generated Production Reports

#### D.4 Information Technology

Bidders should:

- Describe how all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, will comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

#### D.5 Security

Bidders should:

- Describe how it will follow all security requirements as outlined in section 4.5.

#### D.6 Transition

Bidders should describe how it will follow all requirement as outlined in section 4.6:

- Describe their proposed approach to ensuring that any transition to the Department, Departmental agency or successor contractor will be done in a way that provides the Department with uninterrupted monitoring services including a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.
- Describe their plan to provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.
- Demonstrate how they plan to manage and maintain the number of staff needed to meet all requirements listed in the RFP during the transition, including all reporting and record requirements, security standards, and performance standards that are still in effect during the transition period.
- Detail their approach to developing a work plan and timeline to securely and smoothly transfer any records generated from the inception of the contract through the end of the contract to the Department or any other Department agent should that be required during or upon expiration of its contract, no later than fifteen (15) months before the last day of its contract with the Department of Health or upon request of the Department of Health.
- Turn over all EPIC operating documents including but not limited to audits, member and pharmacy provider data, print materials, systems documentation, all helpline questions and answers, and training materials;
- The contractor will turn over specific enrollment data files to the successor contractor, in an electronic, Department approved format; and
- Furnish a monthly reconciliation for all bank accounts established and maintained by the contractor for a mutually agreed upon period following termination of the contract.

#### 6.3 Cost Proposal

Submit a completed and signed **Attachment B – Cost Proposal**. The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all the said services, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

## 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted as prescribed below.

Submit **three (3), open and permission password protected**, PDF proposals in separate emails to: [OHIPcontracts@health.ny.gov](mailto:OHIPcontracts@health.ny.gov) with the subject "< *Type of Proposal Submission, Bidder name, RFP #\_\_\_\_\_* >

Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal". Example: "Technical Proposal Submission, ABC Company, RFP #20049".

All electronic proposal submissions should be clear and include page numbers on the bottom of each page.

The body of the email submitted should also include the password and indicate the number of total pages intended, and where indicated each subset of pages listed. Example: Technical proposal 30 pages total, Attachment C, 17 pages. A font size of eleven (11) points or larger should be used with appropriate header and footer information. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

1. Where signatures are required, the proposal should have a handwritten signature and be signed in blue ink. A scanned signature can be used for electronic submission in the PDF. The Department reserves the right to request hardcopy originals of all signature pages at any time.
2. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information;
3. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and

**The entire proposal must be received by the NYSDOH in three separate emails to the email account and format designated above, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.**

### 7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## 8.0 METHOD OF AWARD

### 8.1 General Information

the Department will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

the Department at its sole discretion, will determine which proposal(s) best satisfies its requirements. the Department reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal's total score.

Bidders may be requested by the Department to clarify the contents of their proposals. Other than to provide such information as may be requested by the Department, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of MWBE participation.

## **8.2 Submission Review**

the Department will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected.

## **8.3 Technical Evaluation**

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of the Department will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is **70% (up to 70 points)** of the final score.

## **8.4 Cost Evaluation**

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30\%$$

A is Total price of lowest cost proposal;

B is Total price of cost proposal being scored; and

C is the Cost score.

The cost evaluation is **30% (up to 30 points)** of the final score.

## **8.5 Composite Score**

A composite score will be calculated by the Department by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

## **8.6 Interviews**

For all bids, and as part of the bid review process, the Department reserves the right to interview proposed project participants. The purpose of an interview is to allow the evaluators to validate the Bidder's experience and qualifications.

## **8.7 Reference Checks**

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

## **8.8 Best and Final Offers**

The New York State Department of Health reserves the right to request best and final offers. In the event the Department exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

## **8.9 Award Recommendation**

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), the Department Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## **ATTACHMENTS**

The following attachments are included in this RFP and are available via hyperlink or can be found at:

<https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State the Department M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [The Department Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. Service Level Agreement
- D. Minimum Staffing Requirements
- E. Monthly Reporting Example
- F. Flowcharts F1, F2, F3

**ATTACHMENT A  
PROPOSAL DOCUMENT CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

<b>RFPXX-XX – New York State EPIC and American Indian Health (AIH) Programs</b>		
<b>FOR THE ADMINISTRATIVE PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.1. A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1. B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1. C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1. E	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1. F	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1. G	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1. H	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1. I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1. J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1. K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
<b>FOR THE TECHNICAL PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.2. A	Title Page	<input type="checkbox"/>
§ 6.2. B	Table of Contents	<input type="checkbox"/>
§ 6.2. C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2. D	Technical Proposal Narrative	<input type="checkbox"/>
<b>FOR THE COST PROPOSAL REQUIREMENT</b>		
<b>RFP §</b>	<b>REQUIREMENT</b>	<b>INCLUDED</b>
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

The bidder must submit a completed and signed Attachment B- Cost Proposal. The bidder must use the Attachment B Cost Proposal and shall comply with the format and content requirements as detailed in this document. **Failure to comply with the format and content requirements will result in disqualification.**

Price must be inclusive of all Scope of Work in Section 4.0 for the RFP. Specific sections have been provided for reference within each deliverable, however it is expected that the total bid price is reflective of the performance of all work set forth in said specifications to the satisfaction of the Department of Health. In addition to the cost of furnishing all said services, the proposal prices must also cover the cost of materials, equipment, insurance, overhead, meetings, training, reporting, analysis labor, travel and any other costs required to complete all deliverables and adhere to all standards of this RFP to the satisfaction of the Department of Health. Transition costs will not be reimbursed separately.

For Section A, Implementation fee, Bidders may provide an Implementation Fee:

Bidders may but are not required to include an implementation fee. The implementation fee is the total amount associated with the initial design, development, testing and implementation prior to the full acceptance by the Department. Per Section 5.4 Payment of the RFP, the Contractor will be reimbursed the Fixed Price as follows:

- o Implementation plan approved by State – 25%
- o Implementation Team and Key staff hired and Project Management Strategy Implemented -25%
- o Go Live date successfully achieved by ensuring all implementation activities so that the Programs are, as detailed in this RFP, fully operational – 50%

Go Live is considered achieved when all implementation activities so that the Programs are, as detailed in this RFP, fully operational.

For Section B, Operation Fees, Bidders must provide:

- Monthly fee per year to perform the daily operations of the EPIC and AIH programs
  - Yearly cost to perform the daily operations of the EPIC and AIH programs
- \* Any costs for turnover must be included in the bidder's Monthly Operation Fee.

For Section C, System Development, Bidders must provide:

- Billable hourly rate for each job title for years 1-3, 4 and 5.

The Total Contract Cost is the sum of the Implementation Fee, Total Operations Fee and Total System Development costs from above.

For Section D, Automated/Electronic application system/portal, Bidders must provide a price for:

- Implementation of the automated process
- Monthly operations of the automated process

**A. Implementation Fee**

Fixed price for Implementation	\$
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**B. Operation Fees**

The Monthly Operation Fees include the bidder's monthly fee to perform the daily operations of the EPIC and AIH program. Any costs for turnover must be included in the bidder's Monthly Operation Fee.

Operation Fee	Monthly Cost	Yearly Cost	
Year 1	\$	\$	
Year 2	\$	\$	
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
<b>Total Operation Fee</b>			\$

**C. Systems Development**

Additional Staff may be utilized if needed and paid for on an hourly basis to support program changes and/or budget initiatives, subject to Department approval.

- **Systems Analyst**- General responsibilities include designing new IT solution to improve business efficiency and productivity. Translates stakeholder requirements into design documents.
- **Senior Systems Developer**- General responsibilities include research and develop estimates and write design specifications for proposed system modifications, as well as code and test complex computer programs. Service oriented design and analysis. Workflow design, development and implementation.
- **Systems Developer**-General responsibilities include coding and debugging applications in the software language. Unite test computer programs, interface with co-workers and other project personnel. Prepare unit test cases, business rules implementation, assure computer programs are compliant with specifications through careful review of test results.

System Job Title	Hourly Rate Years 1-3	Hourly Rate Year 4	Hourly Rate Year 5	Estimated Annual Hours per year	Total System Development Cost
Systems Analyst	\$	\$	\$	200	\$
Senior Systems Developer	\$	\$	\$	200	\$
Systems Developer	\$	\$	\$	200	\$
					\$

Enter the hourly rate to be billed for each job title. Hourly rate for each job title should be based on the general responsibilities. Consistent with Section 5.4 of the RFP, the proposed system hourly rate may be adjusted by a CPI factor for contract years 4 and 5. System hours only apply to approved system changes subsequent to implementation.

**D. Automated/electronic application system/portal**

While the automated system/portal may not be implemented, the bidder shall propose a price for implementation and monthly operations of the automated process. The State in its sole discretion will decide if the process will be implemented. As directed by the State, if the process is successfully implemented, the bid price in section B above will be reduced by the following:

% of applications processed electronically	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
% operation fees reduced:	2%	4%	6%	8%	10%	12%	14%	16%	18%	20%

Fixed price for Analysis, development and implementation of automated/electronic application system/portal	\$
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Automated/electronic application system/portal operation fee	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)	Total Operation Fee
Monthly Cost for hardware/software and hosting	\$	\$	\$	\$	\$	\$
Yearly Cost for hardware/software and hosting	\$	\$	\$	\$	\$	\$

**RFP# 20049**  
**ATTACHMENT B BIDDER'S ORGANIZATION NAME \_\_\_\_\_**

By signing this Cost Proposal, bidder attests that the following information is true and accurate to the best of their knowledge and that the Bidder organization(s) agrees to abide by the terms of the approved proposal and is fully able and willing to carry out the deliverable contained herein.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_