



Department of Health

Request for Proposals RFP #C042530

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

Issued: 4/14/2026

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the New York State Department of Health (hereinafter referred to as the “**Department**” or as “**DOH**”) identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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DESIGNATED CONTACT:

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

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1.0 CALENDAR OF EVENTS

RFP (NUMBER – NEW YORK STATE ELDERLY PHARMACEUTICAL INSURANCE COVERAGE (EPIC) AND AMERICAN INDIAN HEALTH (AIH) PROGRAMS)	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	4/14/2026
Deadline for Submission of Written Questions	Questions Due By 4/28/2026 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About Responses Posted By 5/12/2026
Deadline for Submission of Proposals	Proposals Due On Or Before 5/26/2026 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	June 1, 2027
<i>Anticipated</i> Go Live Date	December 1, 2027

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.

2.1.1. New York State Elderly Pharmaceutical Insurance Coverage (EPIC) 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) 2024-25 the EPIC program paid approximately \$34.5 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 4,599 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/.

2.1.2. New York State American Indian Health Program (AIHP)

Pursuant to Public Health Law Section 201(l)(s), the Department of Health (Department) is required to “administer to the medical and health needs of the ambulant sick and needy Indians on reservations.”. This is accomplished through the NYS American Indian Health Program (AIHP). The AIHP serves members of six of the nine state recognized Nations having territory within the borders of New York State by providing access to medical care, preventative health education, dental care, vision services, and pharmacy services to eligible members. Medical and dental providers, providing care to Nation members, submit the appropriate claim form/s separately for reimbursement. Vision services provided to Nation members are reimbursed through a separate contract.

The scope of this RFP is for the administration of the prescription drug component of the American Indian Health Program which includes enrollment and claims processing for eligible members from recognized Tribal Nations having territory within New York State. The AIHP currently provides prescription drug coverage to approximately 9,500 members. In SFY 2024-25 the AIHP program paid approximately \$27,861,467 million in over the counter and prescription drug claims.

Currently, only six Nations participate in the pharmacy component of the program. These include:

- Onondaga Nation
- Oneida Nation
- Tonawanda Seneca Nation
- Tuscarora Nation
- Unkechaug Nation
- Shinnecock Nation

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP** (see, [Section 5.2](#)). Please note that this RFP and the awarded Bidder’s Bid 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, terms and conditions 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

DOH and the successful Bidder. By submitting a response to this RFP, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, **must** be submitted by each Bidder 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, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

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](#). (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by DOH after contract award. Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all Bidders equally.

2.3 Term of the Agreement

The term of the Contract that will be entered into pursuant to this RFP between the Department and the successful Bidder is expected to be for a period seven (7) years commencing on the date shown on the Calendar of Events in [Section 1](#), 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 Contractor will be afforded an implementation period, which is defined as the period of time the Contractor will ramp up services by completing all tasks identified in Section 4.1.1., prior to the Go Live date. The implementation period will last through the first six (6) months of the contract, which will end with the Go Live date. See Section 1.0 for the anticipated Contractor Start Date and 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) through seven (7) of the Contract is subject to an annual increase or decrease as described in [Section 4.7](#) (Payment).

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 includes all of the following:

- processing on-line pharmacy claims, including coordination of benefits and Medicare prescription benefit stages (i.e., annual deductible, initial coverage, and catastrophic coverage. 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.

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 bidder. The selected bidder must be able to provide all of these services throughout the contract term.

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

The terms “bidders”, “vendors” and “proposers” are also 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.

Functions:	EPIC	AIHP
Implementation	X	X
Member Enrollment	X	X
a. Application processing	X	X
b. Eligibility Determination	X	
c. Enrollment Processing and ID Card Generation	X	X

d. Re-enrollment	X	
e. Online Enrollment	X	
f. 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, reporting 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 afforded an implementation period, which is defined as the period of time the Contractor will ramp up services by completing all tasks outlined below, prior to the Go Live date. The Contractor will be required to perform all implementation activities identified below within six (6) months of contract start date or contract approval by the Office of the State Comptroller, whichever is later.

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

- a. Designate an Implementation Manager and assemble an experienced team (see Section 4.2) to oversee implementation activities. The Department reserves the right to assess training and experience of any contractor staff. 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 within a 20 mile radius of One Commerce Plaza, Albany, NY 12237;
 - 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.
 - i. Parallel testing is defined as a software testing type in which multiple versions or subcomponents of an application are tested with same input on different systems simultaneously to reduce test execution time. The purpose of parallel testing is finding out if legacy version and new version are behaving the same or differently and ensuring whether new version is accurate and more efficient.
- 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 within 25 miles of the New York State Capitol Building 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 4,599 NY State pharmacies;
- b. Notify and mail to current network notifying of the change of Vendor including new BIN and PCN at least 30 days prior to start date or upon contract approval by OSC, whichever is later;
- 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 an electronic 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 Director 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. New and renewal notices shall include information on the availability for web-based application or renewal option.
- d. Receive, image and process paper enrollment applications and supporting documentation submitted by applicants;
- e. Identify and resolve invalid or incomplete application information, potential duplicate applications and any income or other discrepancies in applications;
- f. Conduct weekly enrollment audits to verify the accuracy of application data and eligibility determination;
- g. 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. The applicant must be enrolled or eligible to be enrolled in a Medicare Part D plan (no exceptions), and not be receiving full Medicaid benefits;
- h. Notify applicants of eligibility or ineligibility, as appropriate, and provide applicants with a process for reconsideration of eligibility;
- i. Update member records including address changes through an online real-time system;
- j. 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;
- k. Respond to and request missing information for incomplete applications within three (3) business days;
- l. 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;

- m. Refer seniors to appropriate resources to inquire about a Part D plan if needed;
- n. Provide immediate coverage, on an expedited basis, to eligible seniors as needed;
- o. Issue EPIC identification cards to each newly enrolled member and replace lost or stolen EPIC identification cards within specified timeframes and track such requests;
- p. Track EPIC member personal data, drug expenditures, Part D status;
- q. Ensure that newly enrolled members' claims pay accurately their coverage;
- r. Provide members with individual benefit summary and detail reports upon request;
- s. Maintain inventory of standard written communications for members and complete all standard mailings as required (see section 11b. Outgoing Mail); and,
- t. 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 requires 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

4. E-Commerce Portal

The Department is in the process of setting up an e-commerce portal. The portal will give members the option to pay fees online and based on similar transitions, the Department would anticipate at least 50% of payments would be electronically submitted. 24,122 member payments were received in 2024. 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. 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 using a secure electronic transmission, in a format acceptable to the state, 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 (RAI) 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 (RAI) process as illustrated in F3. Any improvements are subject to the review and approval of the Department. In 2024, 1,332 RAIs were mailed.

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. Effective January 1, 2023, the income eligibility limits for the Medicare Savings Program (MSP) were expanded. As a result, approximately 44% of EPIC members who applied for MSP are now eligible for Qualified Medicare Beneficiary (QMB) or Qualified Individual (QI) benefits. The contractor will be responsible for mailing notification letters to income-eligible members, directing them to apply for MSP through the Medicaid Eligibility and Client Management (MECM) system at www.nystateofhealth.ny.gov/individual. After 30 days, the contractor must review the member's MSP status in MECM. If the member has not applied within that timeframe, a second reminder letter should be issued.
- f. 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,
- g. Maintain a fully accurate tracking system and provide electronic monthly reports (15th 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 25th 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 as of 03/31/2024, 784 EPIC members are grandfathered into the LEP payment program and 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 Monday through Friday: 7:00 a.m. - 9:00 p.m., Eastern Time (excluding holidays) Weekends and Holidays: 8:30 a.m. - 5:30 p.m., Eastern Time.
- 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, Arabic, Italian, Polish, Yiddish 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 500-600 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.
- e. Notify members and provide information regarding eligibility and how to apply for the home energy assistance program (HEAP). This information should be included with each paper application and an additional mailing should be sent once a year to all members in the fall. The content of the mailing will be mutually agreed upon by the Department and the Office of Temporary and Disability Assistance (OTDA).

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 and CMS requirements;
- 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, annual Home Energy Assistance Program information, and AIHP cards. In 2024, 210,536 letters and ID cards were mailed;
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 within 3 business of days, unless otherwise approved by the Department;
4. Use email, text or any other Department approved electronic messaging whenever possible to lower postage costs and get information to members more efficiently;
5. Track postage and permit usage and provide cost information and supporting detail at a level approved by the Department on a monthly basis; and,
6. 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. Type of letters include: Letters changing members' enrollment type (high band to low band, deductible to fee), denial letters, billing notices, miscellaneous letters, RFAI letters;
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, Co-Pay Sheets, and HEAP information.

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 in the system for member within 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 AIHP claims processing;
- e. Provide the Department monthly and annual reporting related to the AIHP demonstrating

services provided and members served, including but not limited to monthly or annual claim totals, overall expenditures trending, and utilization.

- f. Provide the Department with ad hoc reporting as needed;
- g. Accept and adjudicate Point of Sale (POS) claims for eligible members, as determined by Tribal Nations ;
- h. Receive enrollment applications, enroll new members and/or collaborate with AIHP around member enrollment and enroll providers for the AIHP Pharmacy Program. This includes emergency enrollment during Program business hours as identified herein;
- i. Receive re-enrollment applications and re-enroll members for the AIHP;
- j. Upon consultation with the Nation, terminate members at the request of the Department or the Tribal Nation; and,
- k. 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 Drug Utilization Review (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, efficiencies 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 (mainly with key personnel as defined in Section 4.2.2), via conference call, web based, and in-person upon request for special projects, 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. The Department shall be notified in writing at least 30 days prior to any proposed change in key project staff by the contractor. A change would constitute any redesignation of staff titles, reassignment of staff duties, and/or a replacement of a staff member. 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 proposed 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.

In the event of key staff turnover, the Contractor must replace the staff member with a qualified replacement, subject to the review and approval of the Department. The Department will accept up to three (3) candidates for a replacement position. The Department will respond with their approval or rejection of the replacement staff member within five (5) business days of receiving the replacement's resume(s).

No key staff position may remain vacant for more than 45 calendar days. The five (5) business days noted for the Department's approval above are not included in the five 45 days the contractor has to replace the staff member. 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. The Department reserves the right, at its sole discretion to assess a penalty for each Key Staff position that remains vacant beyond 45 calendar days. See Attachment C: Service Level Agreements.

The Department reserves the right to request a replacement for any staff member throughout the life of the contract. The contractor will be required to replace such a staff member, subject to the Department's approval, within 45 days of notification from the Department.

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 must 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), rejected, resolved, 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 Quarterly Reports

- Quarterly Quality Assurance Report
- Quarterly Service Level Agreements (SLA) Report

4.3.6 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.

- 4.3.7 Period operating reports and computer-generated production reports from the EPIC system must 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 must be delivered to the Department by the beginning of the second business day after the end of the reporting period;
 - c. Monthly reports must 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 must 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 ([Omnibus HIPAA Rulemaking | HHS.gov](#))
3. All applicable State and federal laws and regulations related to privacy protections
4. Section 367-b (4) of the NY Social Services Law ([NYS Open Legislation | NYSenate.gov](#))
5. New York State Social Services Law Section 369(4) ([NYS Open Legislation | NYSenate.gov](#))
6. Article 27-F of the New York Public Health Law (HIV/AIDS) ([NYS Open Legislation | NYSenate.gov](#))
7. 18 NYCRR 360-8.1 ([Search Title 18 | New York Codes, Rules and Regulations](#))
8. NY Civil Rights 79-L ([NYS Open Legislation | NYSenate.gov](#))
9. Social Security Act, 42 USC 1396a(a)(7) ([Social Security Act §1902](#))
10. Federal regulations at 42 CFR 431.302 and 42 CFR Part 2 (Substance Use Disorder) ([eCFR :: 42 CFR Part 2 -- Confidentiality of Substance Use Disorder Patient Records](#))
11. NYS Mental Hygiene Law Section 33.13 ([NYS Open Legislation | NYSenate.gov](#))
12. ([eCFR :: 45 CFR Part 164 -- Security and Privacy](#))
13. CMS ARS 3.1, Moderate, including Privacy controls ([CMS Acceptable Risk Safeguards \(ARS\) | CMS Information Security and Privacy Program](#)) (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 Term.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted services. 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.

The Contractor shall 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.

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

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 twelve (12) months before the last day of its Contract with the Department of Health or upon request of the Department.

4.7 Payment

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department 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) through seven (7) of the Contract will be 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 commencement date for years four (4) through seven (7).

4.8 Subcontracting

Bidders 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 all the requirements of this RFP is 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 DOH and the Contractor. DOH reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Contract.

NOTE: 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.

4.9 Contract Insurance Requirements

Prior to the start of work under the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the 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.

4.10 Minority & Women-Owned Business Enterprise (M/WBE) Requirements

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

Business Participation Opportunities for M/WBEs

For purposes of this RFP, DOH hereby establishes an overall goal of **30%** for M/WBE participation, **15%** Minority-Owned Business Enterprises ("MBEs") participation and **15%** for Women-Owned Business Enterprises ("WBEs"), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that DOH may withhold payment pending receipt of the required M/WBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs 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 required, and all communication efforts and responses should be well documented to establish Contractor's "good faith efforts".

By submitting a Bid in response to this RFP, for contracts with an MWBE goal above, a Bidder agrees to complete and submit an M/WBE Utilization Plan ([Attachment 5](#), Form #1) prior to award. DOH will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, DOH 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 after Bidder's receipt of such notice.

DOH may disqualify a Bidder as being non-responsive to this RFP under the following circumstances:

- a) If a Bidder fails to submit a M/WBE 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 DOH determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE 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 DOH 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 M/WBE Contractor Compliance & Payment Report to the DOH, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages and will be considered during future Vendor Responsibility Profile reviews should the bidder bid on future opportunities with the Department

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

A 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 before the Deadline for Questions as specified in [Section 1](#). (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.)

4.11 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 NYS-certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH 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 DOH 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, DOH 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

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 your 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 DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

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

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 DOH procurements for a period of four (4) years.

5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in [Section 1](#) (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title (RFP #<X> and New York State Elderly Pharmaceutical Insurance Coverage (EPIC) and American Indian Health (AIH) Programs), the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to OHIPContracts@health.ny.gov no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this RFP, the Bidder shall immediately notify DOH of such error in writing at OHIPContracts@health.ny.gov request that DOH clarify or modify the Terms of this RFP. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall

assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this RFP, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

5.3 Right to Modify RFP

DOH 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 DOH, at any time prior to the Deadline for Submission of Proposals specified 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 DOH will be posted to the DOH website.

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify DOH of such error in writing at OHIPContracts@health.ny.gov and request clarification or modification of the RFP.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH 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 DOH'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 Department'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 Department'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 of 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 bid is subject to withdrawal communicated in a writing signed by the bidder; 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 a bidder's

proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

5.5 Debriefing

Once an award has been made, a Bidder may request a debriefing of their Bid. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. A Bidder's request for a debriefing must be received by the Department no later than fifteen (15) calendar days after the date of the award notification to the successful Bidder or non-award announcement to the unsuccessful Bidder, depending upon whether the Bidder requesting the debriefing is the successful Bidder or an unsuccessful Bidder.

5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must 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 OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.7 Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the Bid 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 Bid as specified in Section 6.1.2. of this RFP.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid 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.

5.8 Piggybacking

New York State Finance Law section 163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

5.9 Intellectual Property

Any work product created pursuant to this RFP and the Contract awarded hereunder 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.

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.

DOH 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. An Administrative 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.

6.2 Bidder's Disclosure of Prior Non-Responsibility Determinations

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

6.3 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.7](#), (Freedom of Information Law)

6.4 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that bidders 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 www.osc.state.ny.us/vendrep.

Bidders 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.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, 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. Bidders should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

6.5 Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

6.6 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 DOH M/WBE RFP Required Forms."

6.7 Encouraging Use of New York Businesses in Contract Performance

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

6.8 Bidder's Certified Statements

Complete, sign and submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) 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.

6.9 References

Provide references using [Attachment 9](#), (References) for three (3) similar engagements. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

6.10 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 to 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.

6.11 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and 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.

6.12 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit [Attachment 12](#) certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.13 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, the Office of the State Comptroller, and Department of Civil Service.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

6.14 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 contractor's 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 offeror 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 [▲] 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>.

Submit these Forms, available through these links:

- ST-220 CA: 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

6.15 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. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH 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.

6.16 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.

6.17 Table of Contents

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

6.18 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/criteria set forth in Section 3.0. This documentation may be in any format needed to demonstrate how the Bidder meets the minimum qualifications to propose.

- A minimum of 5 years' experience working with pharmacy program functions, which includes
 - experience and accurate processing of on-line pharmacy claims including coordination of benefits and Medicare benefit stages,
 - 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.

6.19 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 within a 20 mile radius of One Commerce Plaza, Albany, NY 12237,
 - 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 4,599 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 its plan to notify and mail to current network to notifying of the change of Vendor including new BIN and PCN at least 30 days prior to start date or upon contract approval by OSC, whichever is later;
- e. 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;
- f. Describe how it will contact any new provider(s) identified by provider associations or the Department;
- g. 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;
- h. 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;

- i. 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;
- j. 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;
- k. Describe how it will process enrollment applications containing all required information and determine program eligibility within seven (7) calendar days;
- l. Describe its plan to respond to and request missing information for incomplete applications within three (3) business days;
- m. Describe how it plan to 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;
- n. Describe how it will refer seniors to appropriate resources to inquire about a Part D plan if needed;
- o. 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 how you will notify members of the availability for web-based applications and renewals;
- d. 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;
- e. Describe its process to conduct weekly enrollment audits to verify the accuracy of the application data and eligibility determinations;
- f. Describe its process for determining eligibility, notifying applicants of eligibility or ineligibility and providing applicants with a process for reconsideration if necessary;
- g. 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;

- h. 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;
- i. Describe its process for an automated renewal process for members;
- j. 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;
- k. Describe how it will ensure that newly enrolled members' claims pay appropriately starting on the effective date of their coverage;
- l. 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,
- m. 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 (RFAI) Process

Bidders should:

- a. Describe its strategy for completing and improving the RFAI 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 its process for mailing out the MSP letters and reviewing member status in the MECM system
- e. 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.
- e. Describe its process for notifying members of HEAP.

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 CMS requirements 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.
- e. Describe how it will provide ongoing assistance related to member and provider enrollment and AIHP claims processing.
- f. Describe its plan to provide the Department with ad-hoc reporting, as requested.

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. Describe the strategies it plans to utilize to use electronic notification rather than mailings whenever possible;
- d. 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.

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, efficiencies 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
 - Quarterly Reports
 - Self Service Report
 - Period Operating Reports
 - Computer-Generated Production Reports

D.4 Information Technology

Bidders should:

- a. 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:

- a. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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;
- f. The contractor will turn over specific enrollment data files to the successor contractor, in an electronic, Department approved format; and
- g. 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.

6.20 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 RFP 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 of the product(s)/ services sought to be procured, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department ^ 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. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

1. Submit three (3) separate, searchable, and open and permission password protected, PDF proposals in three (3) separate emails to: OHIPContracts@health.ny.gov. Use this naming convention for the subject line of each email: <Type of Proposal Submission, Bidder Name, RFP#XXXXX>.
2. Include, as attachment to each email, the distinct PDF file labeled “Administrative Proposal”, “Technical Proposal”, or “Cost Proposal” followed by Company name and RFP number. Example: “Technical Proposal Submission, ABC Company, RFP#12345”.
3. All electronic bid submissions should be clear and include page numbers at the bottom of each page.
4. All electronic bid submissions should be in PDF Optical Character Recognition (OCR) searchable format.
5. The body of the email should also include the password to the file, contact information, and indicate the total number of pages intended, and, where indicated, each subset of pages listed. **Example: Administrative Proposal 14 pages total, Attachment 3 – 1 page.**
6. A font size of eleven (11) points or larger should be used. All submitted documents should contain appropriate header and footer information.
7. 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.
8. Where signatures are required, the proposals should have a handwritten signature (wet ink) and be signed in blue ink. A scan of the handwritten (wet ink) signature can be used for electronic submission in the PDF. The Department reserves the right to request hard copy originals of all signature pages at any time.
9. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this RFP and provide all requested information and no extraneous or additional information or material.
10. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.

The proposal must be received by the NYSDOH, 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](#). Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

8.0 METHOD OF AWARD

8.1 General Information

DOH 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 offerors” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH, at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH 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 RFP 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 DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, 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 M/WBE participation.

8.2 Submission Review

DOH 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 DOH, 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 DOH 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 Proposal 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 Cost 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 Cost Proposal(s) 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 Proposal evaluation is **30% (up to 30 points)** of the final score.

8.5 Composite Score

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

8.6 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's qualifications to propose (Section 3.0).

8.7 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH 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.

8.8 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Bidder(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 Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or 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.

9.0 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 Determinations](#)
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 DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia](#)

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.

RFPXXXXX – New York State Elderly Pharmaceutical Insurance Coverage (EPIC) and American Indian Health (AIH) Programs		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.1	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
§ 6.1.2	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.3	Attachment 3 - Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.5	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 - Form 1	<input type="checkbox"/>
	Attachment 5 - Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.1.6	Attachment 6 - Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.7	Attachment 7 - Bidder's Certified Statements	<input type="checkbox"/>
§ 6.1.8	Attachment 9 - References	<input type="checkbox"/>
§ 6.1.9	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.10	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.11	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.12	State Finance Law Consultant Disclosure	<input type="checkbox"/>
§ 6.1.13	Sales and Compensating Use Tax Certification	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.1	Title Page	<input type="checkbox"/>
§ 6.2.2	Table of Contents	<input type="checkbox"/>
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.4	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

**ATTACHMENT B
COST PROPOSAL
RFP #XXXXXX**

BIDDER'S ORGANIZATION NAME _____

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 4.7 Payment of the RFP, the Contractor will be reimbursed the Fixed Price 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 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
 - The Cost Proposal Form will automatically calculate the 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, 4-5, and 6-7.
 - The Cost Proposal Form will automatically calculate the Total System Development Costs

The Total Contract Cost is the sum of the Implementation Fee, Total Operations Fee and Total System Development costs from above, which will automatically be calculated by the Cost Proposal Form.

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
 - The Cost Proposal Form will automatically calculate the yearly 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	\$	\$	
Year 6	\$	\$	
Year 7	\$	\$	
Total Operation Fee			\$

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 4-5	Hourly Rate Year 6-7	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 4.7 of the RFP, the proposed system hourly rate may be adjusted by a CPI factor for contract years four (4) through seven (7). System hours only apply to approved system changes subsequent to implementation.

D. Systems Development

- Enter an all-inclusive fixed price for the Analysis, development and implementation of automated/electronic

- application system/portal
- Enter monthly pricing for hardware/software and hosting for each year
 - The Cost Proposal Form will automatically calculate the yearly cost for hardware/software and hosting

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)	Year Six (6)	Year Seven (7)	Total Operation Fee
Monthly Cost for hardware/software and hosting	\$	\$	\$	\$	\$	\$	\$	\$
Yearly Cost for hardware/software and hosting	\$	\$	\$	\$	\$	\$	\$	\$

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 _____