

Medicaid Administrative Services (MAS) and Fiscal Agent Services Project

RFP #1211260917

Questions and Answers 238 through 321

Friday, August 23, 2013

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| 238 | RFP                            | Schedule of Key Events         | i           | This procurement will require vendors to adjust their solution approach in order to meet the Department's innovative project requirements and aggressive dates. In order to properly scope this work, would the state extend the proposal deadline by 60 days? | No. The original RFP text meets the needs of the Department.   |
| 239 | Schedule of Key Events         |                                | I           | Given the size and complexity of the RFP will the State consider extending the response due date by sixty days.  | No. The original RFP text meets the needs of the Department.   |
| 240 | Attachment E                   | TEC171                         | NA          | Req: Describe the contractor's approach to provide NYS staff online access to quickly identify their current tasks, due date, goal date, priority, etc. Question: Please clarify the type of state tasks referenced in this requirement.                       | Bidder proposals should explain how their solution will support State staff operation and oversight activities.<br><br>The contractor is expected to establish an effective workflow management system that automates requests for Department staff actions for operation and oversight activities (approvals and manual interventions).   |
| 241 | RFP Section III                | E.3.4 Service Level Agreements | Page III-21 | Will EOBs be produced for all members including NY EPIC, NYPS and AIH?   | The contractor must produce EOBs for Medicaid, EPIC and AIHP members.  |
| 242 | RFP VI – Contract Requirements | VI. 20.2 – Contract Amendment  | VI – 16     | “Evolution Process” is not defined in the RFP, would the State please describe what the Evolution Process is?  | The Evolution Process refers to system and operations enhancements and will utilize enhancement hours. Evolution Projects result when the Department determines that the system requires additional functionality or that the System must meet additional requirements. Evolution Projects may be initiated by the Department or at the request of the contractor by submitting an evolution request form. |
| 243 | Attachment E                   | FIN093                         | NA          | Will a prorated capitation rate for a partial month of eligibility replace a Fee for Service Model for the first month of MCO eligibility?   | The Department does not currently anticipate replacing a Fee for Service Model for the first (partial) month of MCO eligibility.   |

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| 244 | Attachment E         | PLN004  | NA                | This item requires the Contractor to adhere to all MECT Checklist requirements. The RFP lists some but not all requirements from the CMS PI Checklist (ex. missing is PI2.6, 2.8, 2.9, 3.10). Some are verbatim taken from the checklist and while others do not resemble the CMS PI checklist items. And yet there is a requirement to meet all CMS MECT guidelines for the PI Checklist. Please clarify CMS PI requirements with respect to checklist compliance.   | From the perspective of CMS certification, the MMIS will consist of both the MAS solution and the MDW, with some other essential MMIS functions (such as eligibility and enrollment) performed by other systems. All of the PI MECT requirements must be met for MMIS certification. Some requirements must be met by the proposed MAS system while others are met by other systems such as the MDW, the State's TPL contractor, etc. In responses to vendor questions, the Department has endeavored to provide clarifications of responsibility for meeting MECT PI requirements where specific questions have arisen. |
| 245 | Section II, item D.6 | PI Checklist referenced items related to SURS | Page II-7 and n/a | Many of the CMS PI Checklist items relate to SURS requirements. The NY SURS scope are addressed in the state's Medicaid data warehouse (as stated in Section II, item D.6) of the RFP. At the same time, PI SURS requirements appear in the MAS RFP. Please clarify the SURS requirement as associated with the MAS RFP.  | Although SURS will be supported by the MDW, the contractor must supply all data the MDW requires to create SURS reports. In some cases, it might still be necessary for MAS to create one or more SURS reports.  |
| 246 | Attachment E         | CAR017  | NA                | In MAS requirement CAR017 of Attachment E, the Department is requesting that the vendor "Enter, review, and make prior approval/prior authorization determinations in real time based on Department approved regulations, policies and procedures within specified timeframe." Can the Department please provide the regulatory and/or policy and procedure reference which provides the specified timeframes and other requirements for the prior approvals/authorizations?  | Service Level Agreements specifying Prior Authorization and Prior Approval timeframes are provided in Section III of the RFP, page III-16. The SLAs meet or exceed regulatory requirements.<br><br>Prior authorization and prior approval specific policies, regulations, and timeframes are outlined in eMedNY Provider Manuals, Billing Guidelines, and Policy Guidelines available on the Department's website: <a href="https://www.emedny.org/ProviderManuals/index.aspx">https://www.emedny.org/ProviderManuals/index.aspx</a>   |
| 247 | Attachment E         | CAR013  | NA                | In MAS requirement CAR013 of Attachment E, the Department is requesting that the vendor "receive, review for completeness and process for determination hard copy and electronic prior approvals/prior authorizations and supporting materials under Medicaid or other NYS medical assistance and public health programs (i.e. American Indian Health Program) . Transactions failing the completeness review must be returned to the submitter without further processing." Can the Department please indicate the current volume of incomplete requests received? | Prior Approval / Authorization requests (incomplete and accepted) volume data has been added in the Monthly Operations Reports in the amended Procurement Library.   |

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| 248 | Attachment E             | ELG003             | NA                                  | In MAS requirement ELG003 of Attachment E, the Department is requesting that the vendor "Determine income eligibility and eligibility for premium assistance for all new EPIC members and renewals based on online information exchanges with the NYS Department of Taxation and Finance, and the Social Security Administration (SSA)TPQ process." Can the Department please clarify what is involved in the determination of income eligibility as it occurs in this context? | The tax match and third party query (TPQ) processes are used to verify income reported on the EPIC application. EPIC eligibility is based on the member's report of prior year income. New applications and annual renewals of all active members are sent via a file exchange to the State Department of Taxation and Finance and the Social Security Administration for TPQ for a match by these agencies of reported income data. A match file is then returned to the Department (TPQ) or the contractor (tax match). Additional information has been added to the document Current EPIC Tax Match Procedures in the Procurement Library. It is the intention of the Department to simplify EPIC eligibility determination for the MAS contractor in the future by moving these functions out of the MAS system to the NY HBE; however, the Department cannot guarantee that this will be completed in time to include in MAS Release 1 DDI, and eligibility determination remains a requirement of this RFP. The bidder should propose a verification solution that best meets the intent of this requirement. |
| 249 | Section I<br>Section III | A<br>E.2           | RFP<br>Pages I-4<br>– I-6;<br>III-7 | Q1: Please identify the entity that manages and updates EPIC program edibility [sic] and how that entity will interface with the MAS.<br><br>Q2: Please identify the entity that manages premiums for the EPIC program and how premium collection and status information will be provided to the MAS.<br><br>Q3: For the EPIC program as it currently exists, please provide a breakdown of administrative costs versus claims costs.   | 1) Eligibility is currently managed by the EPIC contractor. The process is described in the document Current EPIC Tax Match Procedures added to the Procurement Library. It is the Department's goal to manage eligibility through the NYHBE, with appropriate interfaces to the MAS; however this transition may not be completed in time for Release 1 go-live and so existing RFP requirements must be retained.<br><br>2) Part D premium payment administration requirements are included within this RFP. The MAS contractor will be responsible for these functions.<br><br>3) Available statistics related to the EPIC program are provided in the annual reports found on the Department's website:<br><a href="http://www.health.ny.gov/health_care/epic/annual_reports.htm">http://www.health.ny.gov/health_care/epic/annual_reports.htm</a>  |
| 250 | Attachment E             | CON135             | NA                                  | Can the State please provide 12 months of call volume, average handle time, abandon rate and service level for Provider, Member and Pharmacy call centers?  | Medicaid call volumes are provided in Operations Reports added in the Procurement Library. Information on volume for the Medicaid Pharmacy program and EPIC program toll free lines can be found in the annual reports for both programs:<br><a href="http://www.health.ny.gov/health_care/epic/annual_reports.htm">http://www.health.ny.gov/health_care/epic/annual_reports.htm</a> and<br><a href="http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm">http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm</a>   |

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| 251 | Attachment E | General-Volumes    | NA     | Please provide 12 months of recent volume and call duration for Provider, Provider Management, Member and Pharmacy IVR applications  | Medicaid call volumes are provided in Operations Reports added in the Procurement Library. Information on volume for the Medicaid Pharmacy program and EPIC program toll free lines can be found in the annual reports for both programs: <a href="http://www.health.ny.gov/health_care/epic/annual_reports.htm">http://www.health.ny.gov/health_care/epic/annual_reports.htm</a> and <a href="http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm">http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm</a> |
| 252 | N/A          | N/A                | N/A    | Will there be any significant or material changes in the operation or technical requirements for managing the current non-Medicaid programs that are included in this procurement, including EPIC, American Indian Health and Prescription Saver, from how they are currently managed by your current vendor for these programs?   | The Department has attempted to include any material changes from how the programs are currently run in the RFP. There is always a possibility that legislative changes may occur that could result in future material changes for the programs included in this RFP. The contractor is required to provide support that is flexible to address any changes in statute.   |
| 253 | I            | A                  | I-6    | RFP Page I-6 states that it is, "the Department's intent that various Medicaid system and operational components be staged into two releases. The following table illustrates major components that should be structured into two releases. Vendors should indicate their approach to address the release of all components including, but not limited to, those in the following table."<br>In Release 2 Components, the table includes "Member Call Center"; is the Member Call Center(s) associated with the functions currently performed by the EPIC Program only or are other programs involved? If so please identify those programs. Also, please identify staffing information including number of staff, job titles, and job descriptions of staff currently assigned to the Member Call Center(s). Please identify the types and volumes of calls that the Member Call Center(s) receive and projections of the call center volumes for the call center(s). | 1) The RFP is amended to add member call center operations for EPIC and NYPS in Release 1. Additional member call center functions for Release 2 will include other programs, including remaining Medicaid functionality, AIHP and ACFAP. See Amendment 4.<br><br>2) The Department has added call center volume information for all programs in the Procurement Library. Bidders should propose staffing levels adequate to meet call volumes for their solutions.   |

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| 254 | Attachment E       | OPS140/OPS 142     | NA     | <p>1) Does the DOH own or operate an existing application that can be "taken over" to support the NYPS system?</p> <p>2) Does this system provide the adjudication and payment of all claims within two business days?</p>   | <p>1) The state's current contractor for the EPIC program operates the NYPS program via its claims processing system. Pursuant to that contract, the State owns all procedural manuals, operating plans, documentation, data, records, and related items arising out of or related to the EPIC, AIHP and NYPS programs. Certain applications and systems software and related items developed and modified under the current contract are owned, fully and without restriction, by the State (this excludes software labeled in the Procurement Library as "Third Party Proprietary" and "Proprietary"). The current contractor will turn over all such material to the new contractor at no cost should the new contractor want to utilize the pre-existing non-proprietary computer programs labeled in the Procurement Library as "Without Restriction". The new contractor is not obligated to use these programs.</p> <p>2) The system adjudicates rebate claims and makes payment of the NYPS claims within two business days.</p> |
| 255 | Attachment E       | TEC108             | NA     | <p>Req: Ensure the COTS reporting tool is scalable in both volume and numbers of users. The tool must have the ability to report on large data sets (expressed as either terabytes of data or millions of input rows) to State users.</p> <p>Question: 1) Please provide the number of State users that would be using the COTS reporting tool.</p> <p>2) Will the COTS reporting tool be used for the MDW or a separate data mart that the MAS vendor is expected to provide?</p>   | <p>As of August, 2013, there are approximately 8,000 total state users (see also requirement TEC040). A majority of these currently have limited reporting access (such as reporting on a specific county).</p> <p>The Department estimates 7,000 to 9,000 users of the MAS reporting tool. The reporting tool would be used for non-MDW data that is reported on independently.</p>   |
| 256 | Transmittal Letter |                    |        | <p>The transmittal letter requests "A statement that the project facility required to be within a ten (10) mile radius of the NYS Capitol meets the requirements in Appendix E, including standards such as location, services, space, and security. Also a statement that all other facilities that are not specifically required to be in proximity to the NYS Capitol building, as required in Appendix E will be located within the continental United States"</p> <p>Does the state expect development of COTS products to be completed in NYS?</p> | <p>The Department does not require the development of COTS products or commercial software to be completed at the project facility or in New York State.</p>   |

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| 257 | VI.15(1) | Contract Requirements , Escrow | VI-10  | <p>The RFP encourages the use of a COTS based solution. Many COTS owners have established escrow agreements for their source code, however, the terms of such escrow agreements may differ from the "minimum" conditions described in Section VI.15(1). If the "minimum" conditions remain as written, vendors may effectively be prevented from offering a best of breed, otherwise technically compliant solution. Question: In light of the foregoing, will the Department amend Section VI.15(1) so that a bidder may propose the source code escrow agreement established by the software owner, with the understanding that the Department would need to be designated as a third party beneficiary but where that agreement may not necessarily have the minimum conditions outlined in Section VI.15(1)?</p> | <p>The Department will make a decision based on the best interests of the State.</p> |

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| 258 | I.A     | Procurement Overview, Introduction; | I-4    | <p>The RFP states that “the contractor shall be expected to take over ... clinical review and administrative functions for NYS pharmaceutical programs, including the Elderly Pharmaceutical Insurance Coverage (EPIC) program.” Some potential contractors may be affiliates to other legal entities who are Medicare Part D Plans. The common ownership may create a potential conflict of interest if the potential contractor were to share member enrollment information with its affiliate.</p> <p>1. Would the State disqualify potential contractors, as a potential prime vendor who is an affiliate of a Medicare Part D plan from submitting a bid for the administrative services requested in this RFP for the EPIC program or condition any award on a requirement that its affiliate not offer its Medicare Part D plan in NYS by virtue of such common beneficial ownership?</p> <p>2. If a potential contractor submitted a bid that both disclosed the beneficial ownership/potential conflict of interest and included a plan that mitigated or otherwise avoided any actual conflict of interest through the use of an unaffiliated subcontractor, could such affiliate be awarded the contract for administrative services over EPIC while not otherwise affecting the ability of the Medicare Part D Plan to continue to offer its Part D prescription coverage?</p> | <p>1) An affiliate of an organization offering a Medicare Part D plan (which is not directly owned or controlled by such an organization nor directly owns or controls it) may submit a proposal as a potential prime vendor. However, the bidder must detail potential or actual conflicts of interest of its affiliation, as well as a plan to avoid conflicts in meeting its responsibilities as the contractor under this RFP, including its duties as the State's Fiscal Agent. Such actual or potential conflict(s) of interest will be reviewed by the Department on a case by case basis and the bidder's proposal may be disqualified depending on the nature of the conflict and type of affiliation. Affiliates may elect to mitigate or eliminate conflicts by not offering Medicare Part D plans in New York State; however an award will not be made conditional on an affiliate's not offering its Medicare Part D plans in the State.</p> <p>Disclosure of actual or potential conflict(s) of interest and the bidder plan to avoid conflict must be included within the bidder's transmittal letter.</p> <p>2) An affiliate of an organization offering a Medicare Part D plan (which is not directly owned or controlled by such an organization nor directly owns or controls it) may submit a proposal as a potential prime vendor. However, the bidder must detail potential or actual conflicts of interest of its affiliation, as well as a plan to avoid conflicts in meeting its responsibilities as the contractor under this RFP, including its duties as the State's Fiscal Agent. Such actual or potential conflict(s) of interest will be reviewed by the Department on a case by case basis and the bidder's proposal may be disqualified depending on the nature of the conflict and type of affiliation. Use of unaffiliated subcontractors will not eliminate conflicts of interest where identified for the prime vendor.</p> |

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| 259 | III.A,<br>IV.B.6.1 | Medicaid Administrative Services, Scope of Work and Proposal Requirements , Proposal Requirements Overview, Conflict of Interest | III-1 and IV-6 | <p>In Section III-1 of the RFP, it is clear that any MCO that participates in the NYS Medicaid managed care program as a health plan/insurer cannot be the primary vendor providing administrative services so as to “avoid competitive advantage risks, conflicts of interest and the appearance of conflicts of interest”. In Section IV.B.6, a prime vendor is given the opportunity to disclose “potential or actual conflicts of interest” that may arise out of “beneficial relationships” and to “describe how an actual conflict of interest ... may be avoided.”</p> <p>One type of beneficial relationship could be the situation where the prime vendor is an affiliate or subsidiary of a MCO that participates in the NYS Medicaid managed care program; i.e., where such common ownership may create a potential conflict of interest.</p> <p>1. Would the State disqualify a potential contractor, as a potential prime vendor who is an affiliate of a MCO that participates in the NYS Medicaid managed care program from submitting a bid for the administrative services requested in this RFP or condition any award on a requirement that the affiliated MCO cease its participation in the NYS Medicaid managed care program by virtue of such common beneficial ownership?</p> <p>2. If an affiliate of a MCO that participates in the NYS Medicaid managed care program, submitted a bid that both disclosed the beneficial ownership/potential conflict of interest and included a plan that mitigated or otherwise avoided any actual conflict of interest, could such affiliate be awarded the contract for administrative services while not otherwise affecting the ability of the MCO to continue to participate in the NYS Medicaid managed care program?</p> | <p>1) An affiliate of an MCO participating in Medicaid Managed Care in New York State (which is not directly owned or controlled by, nor directly owns or controls, such an MCO) may submit a proposal as a potential prime vendor. However, the bidder must detail potential or actual conflicts of interest of its affiliation, as well as a plan to avoid conflicts in meeting its responsibilities as the contractor under this RFP, including its duties as the State's Fiscal Agent. Such actual or potential conflict(s) of interest will be reviewed by the Department on a case by case basis and the bidder's proposal may be disqualified depending on the nature of the conflict and type of affiliation. An award will not be made conditional on an affiliate's not offering its Medicaid Managed Care plans in the State.</p> <p>Disclosure of actual or potential conflict(s) of interest and the bidder plan to avoid conflict must be included within the bidder's transmittal letter.</p> <p>2) The State believes that the answer to part 1 above also addresses part 2 of this question.</p> |

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| 260 | III.A,<br>IV.B.6.1 | Medicaid Administrative Services, Scope of Work and Proposal Requirements , Proposal Requirements Overview, Conflict of Interest | III-1 and IV-6, Answer to Question #13 | <p>In answer to Question #13, the Department stated that "Parent companies and subsidiaries of an MCO that provides risk-based capitated Medicaid services in NYS are not eligible to function as the prime vendor to this RFP. " A "subsidiary" or "parent" company bears a different legal relationship to the Medicaid MCO than an "affiliate", where an "affiliate" is a sister company to the Medicaid MCO and not directly owned or controlled by the Medicaid MCO. Rather, an "affiliate" may simply have a common parent company but with many different legal entities separating the affiliate who would bid on this RFP and the Medicaid MCO.</p> <p>In addition, we would point out that there is a precedent for permitting affiliates of a Medicaid Managed Care organization to perform fiscal agent services for such managed care population. Specifically, in the Commonwealth of Virginia, VA Medicaid and CMS approved having First Health Services act as the fiscal agent even though its affiliate, Southern Health Medicaid was a MCO and where both First Health and Southern Health were ultimately owned by a common parent company, Coventry Healthcare. In that case, First Health Services included an organizational conflict of interest mitigation strategy that included an acceptable firewall. In addition, it is our understanding that the fact that First Health Services' scope of work included capitation payments was still deemed acceptable in so far as this function did not require the exercise of subjective judgment, no bias toward an affiliate would be shown and the payments would be transparent and fully auditable.</p> <p><b>Question:</b> Would an 'affiliate' of a MCO that provides risk based capitated Medicaid services in NYS be eligible to submit a bid to this RFP if it included a mitigation plan for conflicts of interest or would such an affiliate also be ineligible to bid?</p> | <p>An affiliate of an MCO participating in Medicaid Managed Care in New York State (which is not directly owned or controlled by, nor directly owns or controls, such an MCO) may submit a proposal as a potential prime vendor. However, the bidder must detail potential or actual conflicts of interest of its affiliation, as well as a plan to avoid conflicts in meeting its responsibilities as the contractor under this RFP, including its duties as the State's Fiscal Agent. Such actual or potential conflict(s) of interest will be reviewed by the Department on a case by case basis and the bidder's proposal may be disqualified depending on the nature of the conflict and type of affiliation.</p> <p>Disclosure of actual or potential conflict(s) of interest and the bidder plan to avoid conflict must be included within the bidder's transmittal letter.</p> |

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| 261 | Section IV.G.3; Attachment H - Pricing Schedule D | Section IV; Attachment H | IV-19 - Operations Adjustment Tab; Attachment H page 4 of 7 | Section G.3 (Page IV-19) states that the Operations Adjustment (Pricing Schedule D) will be used "if the number of transactions goes over the baseline range specified in the RFP". Pricing Schedule D (Operations Adjustment) states that these adjustments are "used to determine the fees for types of transactions above the transaction estimated baseline". Contractor assumes that the Replacement System Transaction Projection quantities (contained in Pricing Schedule D) are used as the basis for Pricing Schedule C (Operations Base Fee). Please clarify the mechanism for pricing transaction quantities GREATER THAN the Replacement System Transaction Projection but LESS THAN the Thresholds to Initiate Per Transaction Fee. | <p>Transaction projection quantities in Pricing Schedule D (columns C, F, I, L, O) are based on the Transaction Volumes document in the Procurement Library. These projections may be used by vendors as a basis for pricing the Base Operations Fees in Pricing Schedule C. Transaction volumes greater than the projection but less than the thresholds to initiate per transaction fees do not incur additional fees. Such volumes are included in the Base Operations Fee.</p> <p>Note that projected MAS transaction volumes in Attachment H have been amended due to the extension of Release 2 DDI to 18 months.</p>  |
| 262 | Attachment E                                      | OPS079                   | NA  | Please provide the volumes of transactions generated by Medicare Parts C and D. What percentage are paper vs. electronic? What are the applicable State and HIPAA requirements for processing and managing these transactions?  | <p>Pharmacy claim volume generated by Medicare crossover for Parts C and D is electronic, except for an extremely small number of cases (&lt;100 annually in previous years) in which an exception is made and providers are allowed to submit a claim by paper. Data on EPIC program transactions are provided in annual reports found on the Department's website: <a href="http://www.health.ny.gov/health_care/epic/annual_reports.htm">http://www.health.ny.gov/health_care/epic/annual_reports.htm</a>.</p> <p>The State and HIPAA requirements for processing these claims are provided by state and federal regulations for pharmacy claims processing, and in the pharmacy and EPIC requirements of this RFP.</p> |

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| 263 | Attachment H   | Tab D, Operations Adjustment                 |        | <p>In MAS Tab D, Operations Adjustment of Attachment H, the Department is requesting the following:</p> <ul style="list-style-type: none"> <li>▶ “Prior approvals processed Contract Year 2 Replacement System Transaction Projection 5,932,476</li> <li>▶ Thresholds to Initiate Per Transaction Fee 6,822,347”</li> </ul> <p>In conjunction with the above requirement, can the Department please answer the following questions:</p> <ul style="list-style-type: none"> <li>▶ Does the volume include both pharmacy prior authorizations and medical prior authorizations?</li> <li>▶ Can the State provide current volume of prior authorization requests by service type?</li> <li>▶ Can the State provide current volume of prior authorization requests that are approved by service type?</li> <li>▶ What is the relation between the volume of prior approvals processed and the volume of prior authorization requests?</li> <li>▶ Please provide the average number of transactions per record.</li> </ul> | <p>1) Yes. Prior authorization is currently a fully automated process and does not typically require manual intervention. Prior approval requires a manual approval step.</p> <p>2 and 3) Current volume of prior authorizations and prior approvals by service type has been added to the Procurement Library.</p> <p>4) Prior approvals and prior authorizations are required for different services. Historical relative volumes are provided in the PA Count by Month document added to the Procurement Library.</p> <p>5) The Department cannot provide average transactions per record at this time.</p> |
| 264 | VI.15(5)       | Contract Requirements , Escrow               | VI-11  | Should the reference in Section VI.15.5 be to subparagraph <b>15</b> , Paragraph 1 of Section VI and not to subparagraph <b>14</b> , Paragraph 1 of Section VI?   | <p>Yes, the reference in Section VI.15.5 should refer to Section VI.15.1.</p> <p>See Amendment 4.</p>  |
| 265 |                | MAS Exhibit III-1L                           |        | <p>In MAS Exhibit III-1L: MAS Procurement Guiding Principles of the RFP, the Department is requesting under the principle of “Competence” that the vendor:</p> <ul style="list-style-type: none"> <li>▶ “Provide appropriate uniform screening and authorization completed in appropriate (defined) timeframes.</li> <li>▶ Work effectively with on-staff clinically appropriate experts to determine prior authorizations.”</li> </ul> <p>Can the Department please provide the regulatory and/or policy and procedure reference which provides the details of a “clinically appropriate expert”?</p>  | <p>Reviews must be completed by qualified professional staff. For further elaboration and qualification, see New York Codes, Rules and Regulations, Title 18, Section 513.6 – Evaluation of Requests.</p>  |
| 266 | RFP Section IV | B.3 Technology Purchases Notification Policy | IV-3   | IV.B.3 reads that “Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other Department agency in New York”. Will the Department confirm that applies only to similar services as provided hereunder?   | <p>Correct, the provision which extends the terms and conditions of such contract to any other State agency in New York, pursuant to an award of this RFP, applies to the services and similar services provided under this contract.</p>  |

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| 267 | RFP Section VI                           | 17.3                | VI-15  | Is the Department requesting access to the Contractor's internal costing for auditing purposes?   | The Department requires the contractor to comply with 45 CFR Part 95.  |
| 268 | Procurement Library - Transaction Volume | Transaction Volumes |        | <p>The excel file provides projected and historical claim volume which is very helpful.</p> <p>1. Can we get peak and average transaction counts per day for various transactions such as Eligibility, Claim status, enrollment, ERAs, Authorizations by channel such as EDI, Web, IVR?</p> <p>2. Can we also get average and max file size by transaction by channel?</p>  | <p>1) No, the Department will not define an upper range for "peaks." The Department has provided monthly and in some cases weekly transaction volumes in the Monthly Operations Reports added to the Procurement Library. The Department is not providing daily transaction counts or peak volumes. The bidder should be prepared to accommodate substantial variability in transaction volumes on a daily basis. The Department will work with the contractor to schedule unusually large transaction volumes that are under the Department's control (such as retro claims processing due to rate adjustments).</p> <p>2) The Department cannot provide this information at this time.</p> |
| 269 | I  | A                   | I-8    | <p>RFP Pages I-8 identifies the phases of the MAS Project as "...multiple, overlapping phases to complete the project requirements set forth in this RFP. These phases include Planning, Design/Development/Implementation (DDI), Operations, Certification, System and Operational Enhancements, and Transition". Attachment E Requirements Traceability Matrix, Page 17, MAS Requirements ID CON046, requests the bidder to "Provide Staffing and Organization Plan for each Phase of the project".</p> <p>Please clarify if Planning, Design / Development / Implementation (DDI), Operations, Certification, System and Operational Enhancements, and Transition are the individual phases of the project that require an individual Staffing and Organization Plan, or is there another definition for the phases of staffing?</p> | <p>Planning, Design / Development / Implementation (DDI), Operations, Certification, System and Operational Enhancements, and Transition are the individual phases of the project that require individual Staffing and Organization Plans. Planning, Design / Development / Implementation (DDI), and Operations phases should be broken out by release.</p>   |

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| 270 | Attachment E  | MEM002                  |           | MEM002 states, "Maintain eligibility information so that it represents a complete history of every eligibility period and can reflect retroactive coverage downgrades. Eligibility information must be displayed both as eligibility segments and by the eligibility status that would be in effect on any given period. The overlapping stacked eligibility is a representation of the eligibility data which is stored on the WMS/Health Benefits Exchange (HBE) Database." What timeframe represents a complete history? | The contractor must be responsive to the requirement to maintain a complete history of eligibility segments for each member going back to initial Medicaid eligibility. The contractor may propose a solution that accurately determines current eligibility of all members without a complete history. If the Department approves the proposal, then a minimum of seven (7) years of complete eligibility segments, along with sufficient additional information to accurately identify eligibility for all members with initial eligibility prior to that period, must be maintained. Should the Department agree to such a proposed solution, it will be conditional on the solution working as proposed. If the Department determines that its needs are not being met, then the contractor must convert and maintain a complete history of all eligibility segments for each member going back to initial Medicaid eligibility without additional cost. |
| 271 | RFP Section I | I. Procurement Overview | Page I-4  | In addition to the current eMedNY programs, the contractor is to take over processing for five other non-Medicaid Programs. Does the State expect these programs to be run in independent Financial Cycles with unique benefit plans and funding capabilities?  | The non-Medicaid programs have unique benefit plans, though they take advantage of Medicaid rates and edits to varying degrees. Currently the programs run on independent financial cycles. The Department is willing to consider proposals from the contractor during DDI to synchronize financial cycles. Funding for these programs is independent and set by separate statutes.  |
| 272 | Attachment E  | TEC175                  | Line 1492 | Req: Ensure capacity to interface with claims data from the Division of Behavioral Health (DHS).<br>Question: Clarify "interface with claims data". For example, does this reference receipt of adjudicated claims? Claims for adjudication? Eligibility being submitted to DHS for Behavioral Health? Utilization limit impact across claim types?   | The requirement is amended to refer to the Office of Mental Health (OMH). Claims for adjudication and eligibility information will be received by the system. A listing of interfaces is provided in the Procurement Library.<br><br>See Amendment 4.  |
| 273 | Attachment E  | TEC195                  | Line 1512 | Requirement: Provide a solution/capabilities to determine that a recipient is physically present at point of service.<br>Question: Is this specific to home health or other services or procedure codes, e.g. Electronic Visit Verification system? Please provide further clarification on the State's objectives and related needs.   | This requirement is applicable to various medical services such as clinic visits, physician visits, etc. The Department is seeking bidders to propose an MAS system that would support such functionality allowing the Department to validate that a member was physically present at point of service.  |

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| 274 | Transmittal Letter |                    |        | <p>The transmittal letter requests "A statement that the vendor confirms it will meet or exceed all requirements of this RFP, provides services that are fully operational on the takeover date, and will provide systems that meet all CMS requirements, including certification requirements. The vendor must further warrant that it shall meet all performance requirements listed in this RFP during the term of this contract."</p> <p>In the written responses provided by NYS on 7/16/2013, the state identified a claims run out interval, When is this interval expected to be completed and does the transmittal letter affirmation include the claims run-out?</p>   | <p>The Department is undertaking an innovative approach to allow a shorter DDI period before cutover of new claims to the MAS system. For an 18 month DDI, the run-out is expected to be 6 months. If the contractor can complete the primary DDI in less than 18 months, the Department is open to considering a longer run-out period so that the total of primary DDI plus run-out is 24 months. The Transmittal Letter affirmation should not be construed to conflict with the planned run-out.</p> |
| 275 | IV                 | IV-10              |        | <p>The transmittal letter template includes items not specified in section IV. Please clarify if these items should be included in the transmittal letter.<br/>Items not section VI:<br/>By the act of submitting a proposal in response to this RFP, each vendor (including the vendor's parent organization and proposed subcontractors, agents, and employees of the vendor) agrees and consents, without reservation, substitution, or limitation, to the propriety and legality of the Department's use of outside consultant(s) and/or contractor(s) to assist the Department with this procurement.</p> <p>The undersigned individual affirms and represents that he/she has the legal authority and capacity to sign and submit this offer on behalf of [Insert Vendor's Name] as well as to execute a contract with the Department.</p> | <p>The transmittal letter template is correct. Bidders should attest to each item included in Attachment L: Transmittal Letter Template on bidder's letterhead that includes the complete legal name and address of the company and the name, mailing address, email address, fax number and telephone number for both the authorized signer and the person the Department should contact regarding the proposal.</p>  |
| 276 | Attachment E       | MEM054             |        | <p>MEM054 states, "Maintain all current and historical TPL Commercial Insurance information (Commercial and Medicare Part C), Carrier data and Employer data for all applicable members..." How much TPL history will we initially load and how many months of TPL History do we need to maintain?</p>   | <p>The MAS contractor is required to maintain seven years of TPL data.</p>   |

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| 277 | RFP Section II   | D.3 Third Party Liability Contractor | II-6   | Under the Third Party Liability Contractor, the RFP requires that the MMIS supports these activities by maintaining member TPL information, and generating and transmitting files with required member and claims information. The MMIS also will process files from the TPL contractor in a proprietary format as special inputs for adjustments and voids to claims. Does the MAS provide supporting information for the 5% FFS members or does this require supporting information for managed care members as well?  | <p>The MAS contractor is required to maintain the third party insurance and Medicare information for all Medicaid members, including FFS benefit-carve out insurance information for Managed Care members.</p> <p>The MAS contractor will need to provide the needed TPL recovery support function for the FFS population and FFS claim carve-outs for the Managed Care population.</p> |
| 278 | Section III.E.3.4 Service Level Agreements Attachment E - Requirements Traceability Matrix - SLA | RFP Section III.E.3.4 Attachment E   | III-12 - III-24 Attachment E - SLA Worksheet | <p>Certain system issues, if they were to occur, could trigger multiple SLAs. For example, unavailability of the production environment for as little as 5 minutes would appear to result in compounding of multiple penalty-related SLAs:</p> <ul style="list-style-type: none"> <li>• \$1,000 per minute for disruption of the production environment</li> <li>• 1% of the annual Operations Base Fee should the Failover not occur</li> <li>• \$5,000 per hour (or a portion thereof) for response time failure</li> <li>• \$5,000 per hour (or a portion thereof) if member eligibility verification is not available</li> <li>• Multiple penalties relating to the ability of call center staff to service incoming calls using system data</li> </ul> <p>Will the Department consider amending the approach to the assessment of damages so that a single incident or occurrence will not trigger more than one, individual, SLA damage assessment (i.e., damages for a single incident or occurrence would not be compounded through the triggering of multiple SLA damage provisions)?</p> | <p>No. The Department has identified its needs in the SLAs. It is not a given that any one specific failure will necessarily result in other failures. Bidders are encouraged to provide solutions that will minimize the potential impact of any specific SLA failure. The Department reserves the right to impose multiple damages when multiple performance failures occur.</p>      |
| 279 | Section III.E.3.4 Service Level Agreements Attachment E - Requirements Traceability Matrix - SLA | RFP Section III.E.3.4 Attachment E   | III-12 - III-24 Attachment E - SLA Worksheet | <p>The Service Level Agreements for this program contain potential penalties that, in many cases, appear to be excessive in the context of the individual performance elements. (e.g., “1% of the annual Operations Base Fee...”, “Up to 2% of the total amount of paid claims in a cycle...”).</p> <p>Will the Department consider amending the individual SLA potential damages to more closely align the damage calculations with the impact of the possible individual SLA failures, or the values of the lost services?</p>   | <p>No. The damages amounts assigned to SLA failures reflect the Department’s best effort to represent the impact of an SLA failure, given the impracticality of calculating a meaningful actual damages amount.</p>   |

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| 280 | RFP VI – Contracts Requirements    | VI.4.3 – Sufficiency of Personnel and Equipment | VI – 2          | Will the state confirm that unsatisfactory performance will be communicated to the Contractor in writing, and Contractor will be afforded an opportunity to cure before being required to add personnel to the project?  | The Department confirms that unsatisfactory performance will be communicated to the contractor in writing as outlined in Appendix G: Notices. The Department will not confirm that the contractor will be afforded an opportunity to cure all unsatisfactory performance issues before adding personnel. The contractor will be afforded a reasonable time to address staffing issues during the normal course of business; however, the Department reserves the right to require additional staff without a cure period when deemed necessary by the Department to meet program requirements specified in the contract.  |
| 281 | RFP Section III                    | E – Performance and Monitoring                  | III-5 to III-24 | Will the State please confirm that for any given performance failure under these SLAs, damages assessed against the Contractor will be the higher of actual damages or liquidated damages, but in no event shall both actual and liquidated damages be assessed against the Contractor for a single performance failure?   | The Department will not assess double damages for a performance failure.  |
| 282 |                                    | Section E.3.4 Service Level Agreements          |                 | Does the Department's Service Level Agreement for Production Environment Hours of System Availability apply to all systems and features including those that are not Tier 1 (Mission Critical)? For instance, would a Decision Support System need to adhere to the same service level expectations as a claims processing system that is central to the program's operations?<br><br>Can the State provide a list of the approved scheduled downtime events along the reason for the downtime and the duration of the downtime for a representative period of the current vendors contract? | 1) The SLA "Production Environment Hours of System Availability" refers to all systems provided in the contract. However, if a subsystem is temporarily unavailable and this does not violate other SLAs in the contract or prevent the State from meeting its responsibilities on schedule (according to Department policy, regulatory requirements, or project needs), the Department may determine that damages do not apply. The Department reserves the right to determine if its ability to meet its responsibilities in a timely manner has been impeded as a result of system downtime. Note that during scheduled downtime, operations will be switched from the production environment to the failover environment to preserve system availability (see TEC173).<br><br>2) The State's current MMIS contract does not allow for scheduled downtime. No list of approved scheduled downtime events can be provided. The Monthly Operations Reports added to the Procurement Library provide data on system availability. |
| 283 | RFP Section VI                     | General Question-Warranties                     |                 | Is the Department open to modifying any of the terms or periods of the warranties requested under the Agreement?   | The Department is unable to respond given that the warranties in this section consist of at least 24 separate provisions. Note that the Department and contractor must comply with State and federal requirements regarding warranties.   |
| 284 | Section VI - Contract Requirements | 16 General Warranties                           | 95              | The RFP does not mention the amount for Limitation of Liability. Will the state accept a limitation or was the intent to require unlimited liability?  | See Amendment 4.  |

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| 285 | Attachment N: Sample Standard NYS Contract Language & Appendices | State of New York Agreement, New Section       | ---                | Will the State please add the following paragraph to the State of New York Agreement: Each party's liability to the other party under this Contract shall not exceed an amount equal to the fees payable to Contractor under this Contract for the twelve (12) complete calendar months immediately preceding the month in which the event giving rise to the liability occurred (or, if the event giving rise to the liability occurs during the first twelve (12) months after the effective date of the Contract, the total fees estimated to be payable to Contractor for such first twelve (12) months). Further, in no event shall either party have any liability to the other party for any lost profits, or for any indirect, special, punitive or consequential damages, however caused, whether for breach of contract, negligence or otherwise, and whether or not either party has been advised of the possibility of such damage. | See amendment 4.  |
| 286 | General Question   |  |                    | "Industry standard practice is for the Limitation of Liability to be equal to two years of contract revenue: will the state accept the industry standard of two years of revenue for the limitation of liability on this contract?"   | See Amendment 4.  |
| 287 | RFP Section III  | E.3 – Standards and Damages                    | III-8              | Will the State please modify the language as follows: It is expressly agreed by the Department and the contractor that, in the event of a failure to meet the performance requirements listed below, damage shall be sustained by the State, and the contractor is liable to pay to the State <del>its actual</del> <u>the liquidated</u> damages according to the following subsections. The contractor must be fully bonded and insured to cover any such loss to the State.  | The Department will amend the RFP to remove a reference to the type of damages.<br><br>See Amendment 4.   |
| 288 | RFP Section III  | E – Performance and Monitoring                 | III-5 to III-24    | Will the State please confirm that the damages assessed for SLAs under this Section are liquidated damages as opposed to actual damages and/or penalties?   | The SLAs in Section III represent different types of damages and cannot be categorized as all of one type or another.   |
| 289 | Attachment N: Sample Standard NYS Contract Language & Appendices | Miscellaneous/Consultant Services (Cover Page) | Electronic pg. 146 | Will the State clarify that changes and clarifications to the scope of work identified in Contractor's proposal will be included in Appendix X?   | No. Appendix X is only used to incorporate changes in scope that require an amendment to an approved contract. Bidders' proposals must address the scope of work as presented in the RFP and should not propose changes in scope. |

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| 290 | RFP VI – Contract Requirements | VI.18 – Disputes              | VI - 15 | <p>Will the State please modify the language as follows: If it becomes apparent that: (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based its proposal upon performing the work and furnishing materials or equipment in the most effective and efficient manner as determined by the Department. If such conflicts and/or ambiguities arise, the Department will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used. If changes to the scope of work under this Section affect costs or the time required to perform the work under the Contract, then an equitable adjustment may be made in accordance with Appendix I - Contract Requirements, Section 20: Contract Amendment.</p> | <p>No. This section is not related to scope of work. The original RFP text meets the needs of the Department.</p>  |
| 291 | RFP VI – Contract Requirements | VI. 20.2 – Contract Amendment | VI – 16 | <p>Would the State please modify the language as follows: If any change in the scope of work affects costs or the time required to perform other work, an equitable adjustment may be made in the payment provisions or delivery schedule, or both. Failure of the Contractor to agree to an equitable adjustment shall be considered a dispute and resolved under the provisions described in subsection 18 above. Notwithstanding the previous language in this subsection, changes requiring system modifications shall be performed as part of the Evolution Process and shall not require a contract amendment or additional funding. <u>However, if changes to the scope of work under this Section affect costs or the time required to perform the work under the Contract, then an equitable adjustment may be made in accordance with Appendix I - Contract Requirements, Section 20: Contract Amendment.</u></p>   | <p>No. The original RFP text meets the needs of the Department. Sections VI.20.1 and VI.20.3 include provisions that address changes in scope of work.</p> |

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| 292 | Section I and Section V | Section I.A; Section V.I.3 | I-7, V-9 | <p>In these two (2) Sections, the State states that “system and operational enhancements that are applicable to multiple customers of the Contractor will be executed at no additional cost to the State.” However, if changes in laws and/or regulatory requirements mandate a change to the scope of work that affects costs or the time required to perform the work under the Contract, the Contractor should be entitled to an equitable adjustment. Accordingly, will the State please modify these two (2) Sections to add the following language: <u>However, if changes to the scope of work under this Section affect costs or the time required to perform the work under the Contract, then an equitable adjustment may be made in accordance with Appendix I - Contract Requirements, Section 20: Contract Amendment.</u></p> | <p>The Department will not include the suggested language. Costs incurred as a result of any and all changes the contractor is required to make to the system which impact all system clients (not just State users on the system), should be included in the fixed price component of the contract. Costs incurred that are associated only with enhancements or changes that are specific to the unique programs implemented as a result of this procurement will be addressed using the Systems and Operational Enhancement Payments provision of the RFP. For example, should the National Uniform Billing Committee implement changes to the UB-04 form affecting the industry as a whole, the implementation of changes to remain industry compliant are included in the fixed price component of the contract. However, State initiated changes to a claim form for use solely by the State Medicaid program will be addressed using the Systems and Operational Enhancement Payments provision of the RFP.</p> <p>If the contractor is adding new functionality to a COTS product that is not the result of regulatory requirements and is initially built for the MAS system per requirements of this RFP, the vendor may decide that the functionality has value to other clients and make it part of the COTS core product; however, in order to do so it must not charge the State for development costs.</p> |

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| 293 | VI.13(2) | Contract Requirements , Ownership Rights | VI-8   | <p>Section VI.13(2) of the RFP contains standard language whereby, consistent with 45 C.F.R. Part 95.617, software that is modified under this Contract and paid for with FFP shall be owned by the Department. There is nothing inconsistent with 45 C.F.R. Part 95.617 if, as part of that ownership, the Department were to grant a nonexclusive license back to the Contractor for such software modifications. Such a license back grant would encourage vendors to take advantage of existing software products that would then be modified rather than developing a solution entirely from scratch at greater overall cost to the Department. They would be encouraged to do so because they would know that the investment made initially for the Department could then be leveraged for other opportunities outside of NYS without changing the fact that ownership in the modification would vest with the Department. Based on the foregoing, would the Department amend the RFP by adding either the following sentence at the end of this Section or language substantially similar: "Notwithstanding the foregoing, the Department hereby grants a non-exclusive, perpetual, fully paid up right and license to the Contractor to use, market, display, modify, create derivative works, reproduce, install, sublicense and support, either directly or through third parties, any modifications to software or documentation that is designed, developed, installed or enhanced with FFP.</p> | <p>No, the Department will not make the requested change. For operational enhancements subsequent to DDI, the Department will consider an arrangement in which ownership for modifications to software resides with the State and a nonexclusive license is granted to the developer. However, when a modification is proposed with such a licensing arrangement, the Department must be given two pricing options for the development of the modification (1) State ownership with no license back grant to the contractor; (2) State ownership with a nonexclusive license grant to the contractor, and with the condition that any other state purchasing the COTS software with the modification will not have to pay the difference between option (1) and option (2).</p> |

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| 294 | RFP VI – Contract Requirements | VI.13.3 – Ownership Rights   | VI – 8  | Will the State please modify this language as follows: Any publishable or otherwise reproducible material developed <u>for the State</u> under or in the course of performing this Contract, dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance <u>and paid for by the State under this Contract</u> , shall be the sole and exclusive property of the State, and shall not be published or otherwise disseminated by the Contractor to any other party unless prior written approval is secured from the State. Any and all net proceeds obtained by the Contractor resulting from any such publication shall belong to and be paid over to the State. The <u>State Contractor</u> shall have a perpetual royalty-free, non-exclusive and irrevocable <u>right license</u> to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes <u>under this Contract</u> .   | No. The original RFP text meets the needs of the Department. |
| 295 | RFP VI – Contract Requirements | VI.16.8 – General Warranties | VI – 12 | Will the State please modify this language as follows: The Contractor warrants, represents and conveys that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Contractor proprietary products transferred to the Department under this Contract. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Contractor fully indemnifies the Department for any loss, damages or actions arising from a breach of said warranty for an amount not to exceed the maximum total amount paid by the State to the Contractor for the twelve-month period immediately prior to the incident giving rise to the cause of action (or, if the event giving rise to the liability occurs during the first twelve (12) months after the effective date of the Contract, the total fees estimated to be payable to Contractor for such first twelve (12) months) without limitation, for twelve (12) months after termination or expiration of the Contract. | No. The original RFP text meets the needs of the Department. |

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| 296 | RFP VI – Contract Requirements | VI.14.3 – Software Licenses    | VI – 9 | Will the state please confirm whether the licensing language in this Section is meant to apply to the Federal Government rather than the State, since the State will own the software contemplated under this Section?   | <p>The licensing language in this section is meant to apply to the State in all instances where the State does not own the software. Where proprietary software is required to perform certain functions that are within the confines of an approved MMIS and meet the restrictions of 45 CFR 95.617(c), the State will have a perpetual license for continued use of the software should the State award a contract for a subsequent takeover of the MMIS operations by another fiscal agent/contractor (SMM, Chapter 11, 11276.3).</p> <p>Regardless of State ownership, the U.S. Department of Health and Human Services shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use software, modifications to software, and documentation that is designed, developed, installed, or improved with FFP.</p> |
| 297 | VI.15(1)                       | Contract Requirements , Escrow | VI-10  | A second release condition set forth in Section VI.15(1) of the RFP is where the Contractor fails to provide services for a continuous period. An uncured breach of the Agreement that is related to the software whose source code has been placed into escrow is a typical release condition acceptable to many software owners. On the other hand, if the Contractor fails to perform services that are unrelated to the software whose source code has been placed into escrow, most software owners will not agree to a release of their source code. In order for the Department to benefit from a best of breed solution from a variety of software owners, would the Department amend the RFP so as to clarify that in order for the source code to be released from escrow due to a failure of the Contractor to provide services for a continuous period, the failure must involve services related to such software and for which the Department has provided the Contractor written notice, with a request to cure, followed by the failure by the Contractor to cure such breach? | The Department must reserve the right to require release of the source code for failure of services under this contract during a continuous period.   |

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| 298 | VI.15(1)                        | Contract Requirements , Escrow                          | VI-10  | Section VI.15(1) of the RFP specifies two conditions, either of which, if met, will result in the release of source code from third party escrow. The first release condition is if the software owner notifies the Department that support for the product is no longer available. It is not unusual for a software owner to cease support for certain versions or releases of software because subsequent versions or releases of software are supported. Requiring that the source code for even older versions of software to be released from escrow even where current versions or releases are supported will often not be possible from such owners or will result in significantly increased fees. Would the Department amend the RFP to clarify that the source code for software will only be released due to the cessation of support for a software product only if no subsequent version of the software product is subject to support?  | No, however the Department would only consider release of the source code in the event not doing so creates excessive burden for the Department. |
| 299 | RFP VI – Contracts Requirements | VI.5.8 – Contractor Role/Interaction with Third Parties | VI - 3 | Will the state please modify this language as follows: The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other contractors or subcontractors of the Department, as necessary to ensure delivery of product or coordination of performance of services. Additionally, the Contractor shall provide support to the Department during any federal or other external audit reviews of the system, including selection of samples, production of hard-copy documents, and gathering of other required data. The Contractor's staff shall assist Department staff in responding to CMS inquiries. This level of support shall also be provided to all other State audit agencies or their designees. <u>Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives at reasonable times and upon five (5) business days' prior notice. Access to such records shall be reasonable and not overly burdensome to the point where they impede or delay Contractor performance. Contractor must be provided with five (5) business days prior notice before an inspection can occur. In the event an agent or non-governmental entity requires access to Contractor's records, Contractor and the third party shall execute a non-disclosure agreement protecting such Contractor's records.</u> | No. The addition of such text conflicts with CON098. The original RFP text meets the needs of the Department.                                    |

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| 300 | RFP VI-Contract Requirements | VI – 25.8 – Remedies | VI – 19 | Will the State please modify the language as follows: The <del>Contractor parties covenants and</del> agrees that in the event a suit is successfully prosecuted for any default on the part of <del>the Contractor either party</del> , all costs and expenses expended or incurred by the <u>State prevailing party</u> in connection therewith, including reasonable attorney's fees, shall be paid by the <del>Contractor non-prevailing party</del> .  | No. The original RFP text meets the needs of the Department.   |
| 301 | Attachment E                 | TEC192               | NA      | <p>Requirement: Takeover system administration and maintenance functions for PTAR from NYC, a browser based NYHRA product which edits, captures and reports transactions for providers disbursement of roundtrip MetroCards to eligible Medicaid Members at the medical site at the time of the medical appointment.</p> <p>Question: Please confirm that "takeover" of the system is required.</p> <p>How much change is done annually for maintenance and for enhancements?</p> <p>What is the volume of transactions monthly?</p> <p>What is the infrastructure required?</p> <p>Please clarify the relationship between the PTAR system and the MMIS, e.g., are claims submitted from PTAR to MMIS.</p> | <p>1) The current eMedNY contractor is developing a new PTAR system which is expected to be implemented in the first quarter of 2014. The MAS contractor must take over and maintain this system.</p> <p>2) The Department cannot project how much change will be required. Once the system is operational the Department will provide the information required.</p> <p>3) The Department is unable to provide this information at this time.</p> <p>4) The Department is unable to provide this information at this time.</p> <p>5) PTAR will be integrated with the MMIS. Claims will be submitted via the web-based PTAR portal to the MAS claims processing system</p> |

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| 302 | RFP VI – Contract Requirements | VI - 24.2 Termination | VI - 18 | <p>Will the State please modify the language as follows: If, in the judgment of the Department, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this Contract by giving <u>180 days' prior notice</u> in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation based on a proportion of the work completed, including but not limited to the design, development and implementation of the integrated system, <u>including any out-of-pocket costs and reasonable costs incurred or obligated but unbilled as of the date of termination; the unamortized, reasonably incurred, nonrecurring costs; and costs incurred in the performance of the work terminated, including but not limited to start-up costs and preparatory expenses; -</u> <del>In conjunction with OSC, the Department would review any services provided which had been satisfactorily performed by the Contractor and useable by the Department up to the effective date of the termination of the Contract; costs of settling and paying terminated subcontracts and/or leases; accounting, legal, clerical and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and claims; and a fair and reasonable profit on the foregoing costs.</del> Such compensation cannot exceed the total cost incurred for the work which the Contractor was engaged in at the time of termination and is subject to audit by OSC.</p> | No. The original RFP text meets the needs of the Department. |

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| 303 | RFP VI – Contract Requirements | VI.3.3. Ongoing Responsibilities | VI- 2  | <p>Will the state please modify this language as follows:<br/>           3. Termination (for Non-Responsibility): Upon <u>thirty (30) days' prior</u> written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach. <u>In the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination, including any out-of-pocket costs and reasonable costs incurred or obligated but unbilled as of the date of termination; the unamortized, reasonably incurred, nonrecurring costs; costs incurred in the performance of the work terminated, including but not limited to start-up costs and preparatory expenses; costs of settling and paying terminated subcontracts and/or leases; accounting, legal, clerical and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and claims; and a fair and reasonable profit on the foregoing costs.</u></p> | No. The original RFP text meets the needs of the Department. |

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| 304 | RFP VI – Contract Requirements | VI – 24.3 Termination                  | VI – 18 | Will the State please modify the language as follows: By written notice, this Contract may be terminated at any time by the Department for convenience upon <del>thirty (30) one hundred eighty (180)</del> calendar days' written notice or other specified period without penalty <del>or other early termination charges due</del> . <del>Such termination of the Contract shall not affect any project or purchase order that has been issued under the Contract prior to the date of such termination.</del> If the Contract is terminated pursuant to this subdivision, the Department shall remain liable for all accrued but unpaid charges incurred through the date of the termination. <u>Accordingly, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination, including any out-of-pocket costs and reasonable costs incurred or obligated but unbilled as of the date of termination; the unamortized, reasonably incurred, nonrecurring costs; costs incurred in the performance of the work terminated, including but not limited to start-up costs and preparatory expenses; costs of settling and paying terminated subcontracts and/or leases; accounting, legal, clerical and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and claims; and a fair and reasonable profit on the foregoing costs.</u> The Contractor shall use due diligence and provide any <del>outstanding</del> <u>partially completed</u> deliverables up through effective date of termination. | No. The original RFP text meets the needs of the Department.   |
| 305 | RFP Section VI                 | 2 Time Performance /Suspension of Work | VI-1    | In VI.2 – would the Department's suspension and substitute rights present in the agreement be subject to change requests?   | The Department interprets this question to ask the applicability of the Department's suspension and substitute rights to scope of work area under the contract and to contract amendments.<br><br>The Department's suspension and substitute rights stated in Section VI.2 are applicable to all the obligations of the contractor under the scope of work under the contract and contract amendments. |
| 306 | RFP VI – Contract Requirements | VI – 25.2,3,4, 7, 9, 10 - Remedies     | VI – 19 | Will the State confirm that these remedies are in lieu of, and not in addition to, the penalties provided for in the SLAs set forth in RFP Section III?   | No. The referenced remedies may be in addition to the penalties provided for in the SLAs set forth elsewhere.  |

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|-----|--------------------------------|------------------------|---------|---|--|
| 307 | RFP VI – Contract Requirements | VI. 18.3 - Disputes    | VI-16   | Will the State please modify the language as follows: The decision of the designee of the Commissioner shall be final and conclusive unless the Contractor submits a written appeal to the Commissioner of the New York State Department of Health. Such appeal must be submitted within fifteen (15) calendar days of the date of the decision by the designee of the Commissioner. In the event of an appeal, the Commissioner shall promptly review the dispute resolution decision and shall confirm, annul, or modify it. The Contractor shall be afforded the opportunity to be heard de novo and offer evidence in support of its appeal. The decision of the Commissioner shall be final and conclusive. <u>After the exhaustion of administrative remedies, either party may pursue any available legal or equitable remedies in a court of law.</u> | No. The original RFP text meets the needs of the Department. |
| 308 | RFP VI – Contract Requirements | VI. 24.1 – Termination | VI - 17 | Will the State please modify the language as follows: In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this Contract, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this Contract by giving <u>at least 30 days' prior notice</u> in writing of the fact and date of such termination to the Contractor. <u>In the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination,</u>   | No. The original RFP text meets the needs of the Department. |

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| 309 | Attachment N: Sample Standard NYS Contract Language & Appendices | State of New York Agreement, Section III(C) – Term of Contract | Electronic pg. 158 | Will the state please modify the language as follows: This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand- receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective <del>ten-thirty (40)</del> <u>30</u> business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees <del>not</del> to incur <del>no</del> new obligations nor to claim <del>for</del> any expenses made after <del>receipt of the effective date notification of termination.</del> <u>In the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination.</u> | No. The original RFP text meets the needs of the Department.   |
| 310 | RFP VI – Contract Requirements                                   | VI – 20.3.c – Force Majeure                                    | VI – 20            | Will the State please modify the language as follows: Terminate the Contract or the portion thereof, which is subject to delays, as a termination for convenience and thereby discharge any unexecuted portion of the Contract or the relevant part thereof.   | No. The original RFP text meets the needs of the Department.   |
| 311 | RFP Section VI   | 24 Termination   | VI-18              | In the event of a termination of the contract where there was no-fault of Contractor, what would Department deem eligible for wind-down fees?  | Section VI.24 (3) is amended to read:<br>By written notice, this Contract may be terminated at any time by the Department for convenience upon thirty (30) calendar days' written notice or other specified period without penalty or other early termination charges due. Such notice of termination of the Contract shall not affect any project or purchase order that has been issued under the Contract, prior to the date of such termination. The Contractor shall use due diligence and provide any outstanding deliverables. In the event of cancellation for convenience by the State, the State agrees to negotiate a payment based on time, materials and other documented expenses directly attributable to the Contract actually expended by the contractor.<br><br>See Amendment 4. |

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| 312 | RFP VI – Contract Requirements | VI – 24.3 Termination                             | VI – 18 | Generally, project or purchase orders issued under a contract would also be terminated upon the termination of the overarching contract. Could the State please clarify under what circumstances would a termination of the Contract not also affect and terminate “any project or purchase order that has been issued under the Contract prior to the date of such termination?”   | Project or purchase orders issued prior to notification of a contract termination are terminated as of the effective date of termination.<br><br>See Amendment 4. |
| 313 | RFP VI- Contract Requirements  | VI.2(2) – Time of Performance/ Suspension of Work | VI-1    | Will the state please modify this language as follows: The Department reserves the right to stop the work covered by the Contract at any time that the Department deems the Contractor to be unable or incapable of performing the work to the satisfaction of the Department. In the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable. If the cost thereof exceeds the amount of the proposal, the Contractor <del>and its surety</del> shall be liable to the State of New York for any excess cost on account thereof. | See Amendment 4.  |

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| 314 | Attachment N: Sample Standard NYS Contract Language & Appendices | State of New York Agreement, Section III(D) – Term of Contract | Electronic pg. 158 | Will the state please modify the language as follows: This Agreement may be deemed terminated <del>immediately</del> <u>upon sixty (60) days' prior written notice</u> at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor; <u>provided, however that prior to a termination due to Contractor's bankruptcy or other event relating to Contractor's solvency, the State will allow the Contractor to have 60 days to get the bankruptcy or other event dismissed.</u> Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor. <u>Notwithstanding any other provision to this Contract, in the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination, including any out-of-pocket costs and reasonable costs incurred or obligated but unbilled as of the date of termination; the unamortized, reasonably incurred, nonrecurring costs; costs incurred in the performance of the work terminated, including but not limited to start-up costs and preparatory expenses; and a fair and reasonable profit on the foregoing costs.</u> | No. The original RFP text meets the needs of the Department.  |
| 315 | RFP Section VI   | 25.7   | VI-19              | The Contractor is unclear as to what exactly is being requested by Section 25.7? Please provide further clarification.   | The purpose of this requirement is to address a situation in which the contractor fails to meet its contractual obligations with respect to an essential system or operational function, and the Department has need to replace the contractor's services or system in part or in whole in order to continue to meet the Department's statutory obligations for the Medicaid program or other State programs. |
| 316 | E.3.4 Service Level Agreements                                   | Electronic Claims Adjudication                                 | III-21             | "Adjudicate a minimum of ninety-eight percent (98%) of all claims within one (1) hour of receipt. Time during which claims are under review by the Department will not count toward the adjudication standard".<br>Can the State please clarify that the adjudication turn-around time is meant to read 'one (1) business day' and not 'one (1) hour of receipt', as stated in the RFP?  | The Electronic Claims Adjudication service level agreement is amended to distinguish between batch claims and real-time claims adjudication. See Amendment 4.   |

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| 317 | Attachment E | CON134             | NA     | Please provide total monthly volume of minutes for toll free lines.   | <p>Monthly call volume is provided in the following sources added to the Procurement Library: Monthly Operations Reports, Project Status report, and OHIP Division of Operations call volume. Information on volume for the Medicaid Pharmacy program and EPIC program toll free lines can be found in the annual reports for both programs: <a href="http://www.health.ny.gov/health_care/epic/annual_reports.htm">http://www.health.ny.gov/health_care/epic/annual_reports.htm</a> and <a href="http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm">http://www.health.ny.gov/health_care/medicaid/program/pharmacy_ann_report.htm</a></p> <p>The Department cannot provide monthly volume of minutes at this time.</p> |
| 318 | Attachment E | General-Volumes    | NA     | Please provide print volumes for checks, Remittance advice, provider correspondence (letters, notification, etc.), provider publications, and member correspondence | <p>Paper checks are being phased out and are expected to be used only in exceptional circumstances by the MAS contractor. Additional statistics on remittance advice and member correspondence is provided in the Procurement Library. Provider publications for Medicaid can be found at the eMedNY website: <a href="https://www.emedny.org/ProviderManuals/index.aspx">https://www.emedny.org/ProviderManuals/index.aspx</a></p>   |

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| 319 | RFP VI – Contract Requirements | VI – 24.4 - Termination | VI - 18 | <p>Will the State please modify the language as follows:</p> <p>The Department reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing at least thirty (30) calendar days' prior written notification to the Contractor. In the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination, including any out-of-pocket costs and reasonable costs incurred or obligated but unbilled as of the date of termination; the unamortized, reasonably incurred, nonrecurring costs; costs incurred in the performance of the work terminated, including but not limited to start-up costs and preparatory expenses; costs of settling and paying terminated subcontracts and/or leases; accounting, legal, clerical and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and claims; and a fair and reasonable profit on the foregoing costs.</p> | No. The original RFP text meets the needs of the Department. |

| Q # | Section      | Document Reference               | Page #   | Question   | Response  |
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| 320 | VI.25        | Contract Requirements , Remedies | VI-18    | The remedies stated in the Contract are expressed as being in addition to those permitted by law. The practical effect of such language is to render both the Department and the Vendor liable for consequential damages and to not permit the Contractor to have a cap on its liability for direct damages. Including a mutual exclusion of consequential damages and a cap for a Contractor's liability for direct damages provides the Department with the following advantages: (1) the mutual exclusion of liability for consequential damages benefits the State from potentially significant liability, (2) each encourages bidders who are otherwise technically competent and financially responsible to bid where, without such limitations, they may not, (3) the Department may enjoy the benefit of lower pricing since bidders would not have to "price the risk" associated with such remedies and (4) both provisions are consistent with, and enforceable under New York law. Based on the foregoing, will the Department amend the RFP to provide for the following or language substantially similar: (a) a mutual exclusion for consequential damages and (b) a limitation on a Contractor's liability for direct damages expressed as being equal to the Department's actual direct damages proximately caused by the Contractor not to exceed the contract value in the aggregate? | See Amendment 4.  |
| 321 | Attachment E | OPS125                           | Line 880 | Requirement: Provide the capability to adjust the claim payment during the Utilization Review (UR) process via the web-based application.<br>Question: Please clarify whether this is pre or post adjudication and provide an example of when this might occur.  | Adjustments during UR to payments already made occur post adjudication. An example would be that the UR agent is reviewing a paid inpatient claim and, based on the documentation provided by the hospital, changes a value on the claim via the web application. The system would then adjust the claim accordingly. Pre adjudication utilization review is conducted for proDUR and when a claim pends. |