

**RFP - MEDICAID PHARMACY MANAGEMENT SERVICES**  
**Questions & Answers - Set 2**  
**March 3, 2004**

The responses to questions included herein are the official responses by the State to questions posed by potential bidders and are hereby incorporated into the Medicaid Request for Proposals (RFP) issued February 2, 2004. In the event of any conflict between the RFP and these responses, the requirements or information contained in these responses will prevail.

- 1. In the previous set of Questions and Answers, there was a clarification that both the provider and the recipient must receive notice when a denial occurs. Does sending a copy of the recipient's denial notice to the provider meet that requirement? (II-18)**

A: Yes.

- 2. Provide specific NY State PA law referenced in this section. (II - 19)**

Currently, the State operates pharmacy prior authorization under the federal authority included in federal statute and regulation. However, a detailed proposal for the operation of prior authorization under both the PDP and the CDRP are included in the Governor's budget proposal (Article VII) for State Fiscal Year 2004-05.

- 3. Please explain how the required website information is different from the existing eMedNY website. Will the pharmacy website only contain information related to the pharmacy programs within the scope of work of the RFP? Will the eMedNY website contain any of the information regarding the Pharmacy RFP scope of work? (II-27)**

A: The eMedNY website, operated by the fiscal agent, provides detailed information regarding payment and billing for all types of providers, including references and manuals. The RFP requires that the pharmacy management contractor develop and maintain web-based technology specific to the requirements of this RFP including the receipt on inquiries, which cannot be handled through either the existing DOH website, or the eMedNY website. Thus it will be necessary for the contractor to operate a website/mailbox for such inquiries. The DOH website will continue to provide general pharmacy information, while the contractor's website will provide more detailed operational guidelines and the ability to respond to inquiries.

**4. Please elaborate on DOH's vision of enhancements for website/electronic communication. Are there specific capabilities DOH anticipates for these requirements? Will the contractor take over an existing website, web address and/or materials? (II-27) (III-24)**

A: The DOH expects the successful contractor to meet the informational needs of the provider and recipient community using electronic communication and web-based technology. The contractor will be responsible for the development and maintenance of web-based technology specific to the pharmacy management programs put in place as a result of this contract. As part of the web-based technology, the contractor will also be required to accept and respond to electronic requests for information from providers, recipients and other interested parties. The contractor will not take over operation of the existing DOH or eMedNY websites. However, there may be a possibility of a link from the DOH website to the contractor's more complete website.

**5. Please clarify when and under what conditions a "Contractor Disclosure of Contacts" form is submitted for this procurement? (III-3)**

A. Once a firm has expressed interest in becoming a potential bidder for the Medicaid Pharmacy Management Services RFP, a "Contractor Disclosure of Contacts" form must be completed for the bidder's designated contact person and any other individuals authorized to communicate with the State regarding this procurement process. These forms should be submitted to the DOH as soon as possible, prior to any communications.

In addition, a "Contractor Disclosure of Contacts" form must be completed by the bidder for all contact names of reference clients or organizations, as well as all personnel reference contacts that are noted in the bidder's proposal. These forms must be submitted as part of the proposal.

**6. Please clarify when and under what conditions a "Contractor Disclosure of Prior Non-Responsibility Determinations" form is submitted for this procurement? (III-3)**

A. Each bidder and subcontractor must fill out and submit a "Contractor Disclosure of Prior Non-Responsibility Determinations" form with the bidder's proposal.

**7. Are the proposed Key Personnel a required element for this proposal?**

A. Yes, as requested in PART III, C.1.c, information must be submitted in Volume I, Part II of the Technical Proposal as part of the General Organizational Structure and Operations Response. Reminder: The bidder must include a "Contractor Disclosure of Contacts" form (Attachment 4) for each reference.

**8. Please clarify the need for a letter identifying trade secrets when the proposals are not being disclosed except for purposes of evaluation. (IV- 5, Section H.3)**

A. Bidder's proposals will not be disclosed prior to contract approval. Once the contract is approved, the contents of all proposals shall be subject to the NYS Freedom of Information Law (FOIL), with the exception of specific proprietary information identified by the bidder, and approved by the State as trade secret.

If a bidder believes that certain information in its proposal constitutes a trade secret, the bidder **MUST** submit with its transmittal letter a request for non-disclosure of the specific information being considered trade secret. This request must identify the specific page number or line containing the information, as well as a detailed explanation as to why it is considered trade secret. Flagging the entire proposal or entire selection, "Proprietary and Confidential" does not meet the disclosure requirements, and will not serve as protection against disclosure in and of itself.

The State reserves the right to approve or disapprove any such requests for information to be considered proprietary and will notify the bidder as to its determination.

**9. With only two FTEs required for the SDG, the application of "applied-time" which excludes vacation, sick, personal, holiday and jury duty seems to penalize the vendor for staff time which is fully paid. This seems to inappropriately penalize the vendor and we request the State remove this requirement. (V-12)**

The DOH has modified the definition of "applied time" and the contractual provisions detailed in PART V-12, Section B.1.7.1.5. Please see the official modifications section of this document for details.

**10. Same question as above regarding "applied time" standards regarding the Clinical Support Group, and we request the State remove this requirement. (V-15)**

The DOH has modified the definition of "applied time" and the contractual provisions detailed in PART V-15, Section B.1.7.2.4. Please see the official modifications section of this document for details.

**RFP for Medicaid Pharmacy Management Services  
Modifications - Set 2  
March 3, 2004**

The following are official modifications, which are hereby incorporated into the New York State Medicaid Pharmacy Management Services Request for Proposals (RFP), issued February 2, 2004. In the event of any conflict between the RFP and these modifications, the information contained in these modifications will prevail.

Section Page #	Specific Location	Current Language	Corrected Language (bold)
<b>PART V General Contractor Duties</b>	<b>A.1.6.</b>	Maintain staffing levels and key personnel, except as changes are approved by the State or caused by resignations or other situations beyond the control of the contractor.	Maintain staffing levels, <del>and</del> key personnel, <b>and Computer Operating System staff</b> , except as changes are approved by the State or caused by resignations or other situations beyond the control of the contractor.
<b>PART V Systems Development Group</b>	<b>B.1.7.1.5.</b>	“Applied-time” shall be defined as the portion of the workday spent working on State approved computer service requests (CSR) and Ad Hoc reports. Examples of non-applied time would include vacation, sick, personal, holiday and jury duty leave meetings and training not directly related to a specific State-approved CSR or Ad Hoc report, attendance at conferences or job interviews, and general administrative and supervisory activities unless specifically pre-approved in writing by the State. Systems Development Group staff shall be <b>exclusively dedicated</b> to working on	“Applied-time” shall be defined as the portion of the workday spent working on State approved computer service requests (CSR) and Ad Hoc reports, <b>as well as vacation, sick, personal, holiday and jury duty leave used in accordance with State-approved policy.</b> Examples of non-applied time would include <del>vacation, sick, personal, holiday and jury duty leave</del> meetings and training not directly related to a specific State-approved CSR or Ad Hoc report, attendance at conferences or job interviews, and general administrative and supervisory activities unless specifically pre-approved in writing by the State. Systems Development Group staff shall be <b>exclusively dedicated</b> to working on <b>State-approved</b>

		<p><b>State-approved</b> system development activities. The monthly applied-time rate shall be calculated for each member of the Group as the percentage of total work hours in the month. Total work hours shall assume eight (8) hour days for each contractor workday during the month, excluding State-approved holidays. The monthly contractor compensation for that member shall be calculated by applying the monthly rate specified in Appendix P to the percentage of total number of applied-time hours that the member worked during the month.</p>	<p>system development activities. The monthly applied-time rate shall be calculated for each member of the Group as the percentage of total work hours in the month. Total work hours shall assume eight (8) hour days for each contractor workday during the month, excluding State-approved holidays. <b>If the monthly applied-time rate for any member of the Group is at least 90 percent</b>, the monthly contractor compensation for that member shall be <b>equal to the Monthly Payment Amount specified in Appendix P</b>. <b>If the monthly applied-time rate for any member of the Group falls below 90 percent for any month, the monthly contractor compensation for that member shall be</b> calculated by applying the monthly rate specified in Appendix P to the <b>percentage of total number of monthly applied-time hours rate calculated for the member worked during the month times the factor 75%</b>.</p>
<p><b>PART V Clinical Support Group</b></p>	<p><b>B.1.7.2.4.</b></p>	<p>“Applied-time” shall be defined as the portion of the workday spent working on State approved activities. Examples of non-applied time would include vacation, sick, personal, holiday and jury duty leave meetings and training not directly related to State-approved outreach activities, attendance at conferences or job interviews, and general administrative and supervisory activities</p>	<p>“Applied-time” shall be defined as the portion of the workday spent working on State approved activities, <b>including vacation, sick, personal, holiday and jury duty leave used in accordance with State-approved policy</b>. Examples of non-applied time would include <del>vacation, sick, personal, holiday and jury duty leave</del>, meetings and training not directly related to State-approved outreach activities, attendance at conferences or job interviews,</p>

		<p>unless specifically pre-approved in writing by the State. Clinical Support Group staff shall be <b>exclusively dedicated</b> to working on <b>State-approved</b> activities. The monthly applied-time rate shall be calculated for each member of the Group as the percentage of total work hours in the month. Total work hours shall assume eight (8) hour days for each contractor work day during the month, excluding State-approved holidays. The monthly contractor compensation for that member shall be calculated by applying the monthly rate specified in Appendix P to the percentage of total number of applied-time hours the member worked during the month.</p>	<p>and general administrative and supervisory activities unless specifically pre-approved in writing by the State. Clinical Support Group staff shall be <b>exclusively dedicated</b> to working on <b>State-approved</b> activities. The monthly applied-time rate shall be calculated for each member of the Group as the percentage of total work hours in the month. Total work hours shall assume eight (8) hour days for each contractor workday during the month, excluding State-approved holidays. <b>If the monthly applied-time rate for any member of the Group is at least 90 percent</b>, the monthly contractor compensation for that member shall be <b>equal to the Monthly Payment Amount specified in Appendix P. If the monthly applied-time rate for any member of the Group falls below 90 percent for any month, the monthly contractor compensation for that member shall be</b> calculated by applying the monthly rate specified in Appendix P to the <b>percentage of total number of applied-time hours rate calculated for the member worked during the month times the factor 75%.</b></p>
<p><b>PART V Clinical Support Group</b></p>	<p><b>B.1.7.2.6.</b></p>	<p>If the contractor fails to comply within the “cure” time of fifteen (15) calendar days, the State may assess, as liquidated damages, up to a ten percent nonrefundable reduction in the total monetary amount of the</p>	<p>If the contractor fails to comply within the “cure” time of fifteen (15) calendar days, the State may assess, as liquidated damages, up to a ten percent nonrefundable reduction in the total monetary amount of the <b>systems development Clinical Support Group</b> invoice for the</p>

		systems development invoice for the month in which the task deliverables were due, which the parties hereby agree represents a reasonable measure of the damages incurred by the State for such non-performance.	month in which the task deliverables were due, which the parties hereby agree represents a reasonable measure of the damages incurred by the State for such non-performance.
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