REQUEST FOR PROPOSAL

ENTITLED:

"Pharmacy Benefit Services for The Empire Plan, Student Employee Health Plan, and NYS Insurance Fund Workers' Compensation Prescription Drug Programs"

Official Responses to Offerors' Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	N/A	General Question	Considering the complexity of the opportunity, would the Department consider a longer implementation time?	No.
2	227	RFP Section 6.12, 100% Pharma Revenue Guarantee	Please confirm that "Federal monies" as used in the definition of Pharma Revenue in Attachment 15 and in 6.12 of the RFP on page 227 refers to dollars a PBM may collect from pharmaceutical manufacturers in relation to the Manufacturer Discount Program (formerly Coverage Gap Discount program) and as stated, that these dollars CANNOT be included in a bidder's Pharma Revenue Guarantee.	The Department confirms that the Manufacturer Discount Program, along with other programs listed in the amended definition of "Pharma Revenue" in Amended Attachment 15, *Glossary of Defined Terms*, cannot be included in an Offeror's Minimum Pharma Revenue Guarantee Per Final Paid Claim.
3	117	RFP Section 3.14, Drug List Development and Management	Does the State have plans to exclude high WAC reference brands and its associated high WAC biosimilars in the future for Stelara? Is the State specifically seeking a low WAC exclusive strategy for Stelara biosimilars?	As noted in the amended RFP, the Department is currently pursuing a blended approach to coverage of biosimilars wherein rebate value is retained but the formularies offer competitively priced biosimilars. The Department is interested in pursuing lowest net cost strategies, whether that means an exclusive biosimilar strategy or covering brands with higher rebates will depend on future market conditions. As stated in

				the amended RFP, formularies are custom and the formularies are reviewed and approved annually (and revised quarterly, if allowed under the frozen formulary law) by the Department. Since PBMs have vastly more insight into market conditions than the State, they should price their bids accordingly.
4	117	RFP Section 3.14, Drug List Development and Management	Does the State have plans to exclude high WAC reference brands and its associated high WAC biosimilars in the future for Humira? Is the State specifically seeking a low WAC exclusive strategy for Humira biosimilars?	As answered in Question 3, the Department is currently pursuing a blended approach to coverage of biosimilars wherein rebate value is retained but the formularies offer competitively priced biosimilars. The Department is interested in pursuing lowest net cost strategies, whether that means an exclusive biosimilar strategy or covering brands with higher rebates will depend on future market conditions. As stated in the amended RFP, formularies are custom and the formularies are reviewed and approved annually (and revised quarterly, if allowed under the frozen formulary law) by the Department. Since PBMs have vastly more insight into market conditions than the State, they should price their bids accordingly.
5	117	RFP Section 3.14, Drug List Development and Management	a) Given the opportunity to pursue low list price Specialty biosimilars with little to no Pharma Revenue but which present lowest net cost options, would the State offer a process by which the successful bidder would be allowed to seek rebate adjustments if there are drugs that have a reduced WAC price during the contract term? b) Alternatively, would the State accept a form of Rebate Credit that maintains the same or better economics for the State such as low WAC products versus higher Rebateable products in the future?	a) Amended RFP section 8.8, Modification of Program Services defines the process and conditions by which modifications of program services can occur including modification of fees. Offerors are required to submit their proposals according to the requirements of the amended RFP, specifically in Section 6.12. b) No, the Procuring Agencies will not accept a form of a Rebate Credit. c) See responses to Questions 3 and 4 for State responses to low-list price strategy.

			c) Given the impact of rebates on overall pharmacy benefit economics, how would the State propose to incent bidders to pursue low list price strategies?	
6	117	RFP Section 3.14, Drug List Development and Management	a) Please confirm bidders will not be held to Pharma Revenue Guarantees if a manufacturer decreases a list price, resulting in a rebate loss. Would the State offer a process by which the successful bidder would be able to seek rebate adjustments if there are drugs that have a reduced WAC price during the contract term? b) Alternatively, would the State accept a form of Rebate Credit that maintains the same or better economics for the State such as low WAC products versus higher Rebateable products in the future?	a) Not confirmed. The Offeror is expected to propose a Minimum Pharma Revenue Guarantee Per Final Paid Claim in accordance with the amended RFP. b) No, the Procuring Agencies will not accept a form of a Rebate Credit.
7	116	RFP Section 3.14, Drug List Development and Management	What are the specific utilization management strategies within the GLP-1 class, those the State has in place today as well as any planned for the future? Please be specific with regard to diabetes, weight management, cardiovascular, and any other indications.	Please see Attachment 100, *April 2024 Formularies by NDC*, which includes a column for "PA Flag." The specific Utilization Management (UM) strategies are confidential and proprietary and cannot be shared. During the term of the resulting Contract, it is the selected Offerors' responsibility to propose utilization management strategies (Step Therapy is not allowed). See Sections 3.12 and 5.13 of the amended RFP.
8	189	RFP Section 6.4, Claim Ingredient Cost – General	In regard to the following language, please confirm the exclusion described applies to laws and regulations in place today, as well as any such laws and regulations that may be enacted in the future.	The language is intended to carve-out NADAC pricing and minimum dispensing fee laws that are currently applicable in other states (i.e., Arkansas, West Virginia, and Tennessee). If other states adopt these laws, the carve-out would also apply to those states.

			The Offeror may exclude from all applicable retail pricing and dispensing fee guarantees specified in this Section, but not from Pharma Revenue Guarantees specified in Section 6.12: 100% Pharma Revenue Guarantee, any claims where the Contractor is required to comply with law or regulation which mandates that the claim is adjudicated according to a specific pricing methodology (e.g., National Average Drug Acquisition Cost) and/or with a specified dispensing fee, not contemplated under this RFP. This section sets forth the Program requirements related to those guarantees.	
9	n/a	Attachments 90 and 91	Please confirm that a bidder can offer multiple EGWP formulary pricing alternatives, within Attachment 90, assuming that alternatives would be explained in Attachment 91.	Not confirmed. As stated in amended RFP Section 6.12.3, "The Offeror is required to provide its proposed Minimum Pharma Revenue Guarantee Per Final Paid Claim in Attachment 90, *Pharma Revenue Guarantee Quote.* On Attachment 90, Offerors must propose guarantees for the DCS Program (Commercial + EGWP) and for the NYSIF Program, for each year 2025-2029. As noted in Attachment 90, "The Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee Quote is not contingent upon specific formulary strategies…"
10	229-230	RFP Section 6.12 (h)	This section recognizes that PBMs' ability to pursue rebates from drug manufacturers may be impacted by legislative, regulatory or judicial action that the parties cannot currently predict and therefore that PBMs	Not confirmed. PBMs are expected to utilize their industry expertise to propose a Minimum Pharma Revenue Guarantee Per Final Paid Claim for each year of the contract. As stated in Section 6.12 of the amended RFP, the Department Programs will, "review the guaranteed amounts **only** in the event of legislative, regulatory, or judicial action excluding patent litigation not specific to the Contractor's

			cannot account for in their Pharma Revenue Guarantees offered to the Programs. As the section contemplates, such actions may serve simply to void (either directly or constructively), contracts with manufacturers. We believe the section also contemplates that other legislative, regulatory, or judicial actions may materially impact PBMs' ability to pursue rebates from drug manufacturers, such as CMS negotiations with manufacturers pursuant to the Inflation Reduction Act (a regulatory action), or legislative action that leads to 3 manufacturers lowering the list prices of their products, which results in a corresponding rebate reduction. To clarify the State's intent that the Programs will review the Minimum Pharma Revenue Guarantee amount in the event of such other legislative, regulatory, and/or judicial actions, would the State be agreeable to inserting the word "or" as indicated below, and if the State is not agreeable to that edit, would the State be willing to clarify its intent as to how bidders are expected to take the potential occurrence of such actions into account in offering Minimum Pharma Revenue Guarantees.	business practices….". Further, any adjustment to guarantees would require compliance with amended RFP section 8.8, Modification of Program Services which defines the process and conditions by which modifications of program services can occur including modification of guarantees.

			"The Programs will review the guaranteed amount only in the event of legislative, regulatory, or judicial action excluding patent litigation not specific to the Contractor's business practices that serves to void existing Pharma Revenue agreements or materially compromising the Contractor's ability to obtain contracted Pharma Revenue necessary to meet the Contractor's Minimum Pharma Revenue Guarantee Per Final Paid Claim. Further, any exclusions the Offeror is proposing as part of its Formulary must comply with the requirements of Section 3.14 and 5.15."	
11	n/a	Attachments 90 & 91	Given Federal price negotiations, it is widely assumed that CMS negotiations will materially reduce Pharma Revenue on the products that are subject to those negotiations. To ensure all bidders make the same assumptions, please provide guidance on what assumptions bidders should make regarding Pharma Revenue availability for the following products knowing that pricing for the following drugs will not be available until September 2024. We would propose one of the two following options and would request that all	Per Section 6.12.1.a of the amended RFP, the Contractor shall "negotiate Pharma Revenue agreements with manufacturers that maximize savings to the Programs, leveraging the significant enrollment of the Programs for each individual drug. The Contractor agrees that any Program specific Pharma Revenue agreement shall derive total Pharma Revenue that meets or exceeds the Pharma Revenue derived from any other Pharma Revenue agreements the Contractor uses to administer its Book of Business for each individual drug." If the State directs Offerors to assume no Pharma Revenue for Maximum Fair Price drugs, it could potentially dilute the Pharma Revenue Guarantee and disincentivize the Contractor from maximizing Pharma Revenue. If the State directs Offerors to assume existing Pharma Revenue contracts with assurances that the Contractor can adjust the

			bidders be directed to align according to the State's preference: 1) Assume no Pharma Revenue; or 2) Assume existing Pharma Revenue contracts with the ability to adjust the Pharma Revenue Guarantee in the future. Please also confirm whether the following drugs should be excluded from the Pharma Revenue Guarantee. 2026 Maximum Fair Price (MFP) drug list: Eliquis Jardiance Xarelto Januvia Farxiga Entresto Enbrel Imbruvica Stelara Fiasp; Fiasp Flex Touch; Fiasp PenFill; Novolog; NovoLog FlexPen; NovoLog PenFill	Pharma Revenue Guarantee in the future, it undermines the very meaning of a Pharma Revenue Guarantee. The State will not direct Offerors to make specific assumptions about Maximum Fair Price Drugs. PBMs are expected to utilize their industry expertise to propose a Minimum Pharma Revenue Guarantee Per Final Paid Claim for each year of the contract. As stated in Section 6.12 of the amended RFP, the Department Programs will, "review the guaranteed amounts **only** in the event of legislative, regulatory, or judicial action excluding patent litigation not specific to the Contractor's business practices….". Further, any adjustment to guarantees would follow the process defined in amended RFP section 8.8, Modification of Program Services. Offerors should refer to the instructions in amended RFP Section 6.12, 100% Pharma Revenue Guarantee, to price their bids. As noted in Attachment 90, *Pharma Revenue Guarantee Quote,* "The Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee Quote is not contingent upon specific formulary strategies…" Further, any adjustment to guarantees would follow the process defined in amended RFP section 8.8, Modification of Program Services.
12	n/a	Attachments 90 & 91	In regard to question 10 above, for subsequent years beginning in 2027, please confirm that PBMs should assume no impact at this time and the ability to adjust the Pharma Revenue Guarantee in the future when drug lists and pricing are	Not confirmed. Please refer to responses to questions 10 and 11.

			available.	
13	n/a	Attachments 90 & 91	Through the formulary development process, in the event the State moves to prefer low cost, low Pharma Revenue products (including Generics), please confirm the Pharma Revenue Guarantee can be adjusted to reflect that change.	Please refer to Attachment 90*, Pharma Revenue Guarantee Quote*, including but not limited to the statement that, "The Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee Quote is not contingent upon specific formulary strategies." As stated in the response to Question 10, there is language in the amended RFP for reviewing the guaranteed amount, subject to certain situations. Further, any adjustment to guarantees would follow the process defined in amended RFP section 8.8, Modification of Program Services.
14	13	RFP Section 1.4	Regarding Section 1.4 (Overview of The Empire Plan, and Student Employee Health Plan) the Excelsior Plan being discontinued effective January 1, 2025, should bidders assume these plan members will align under the Advanced Flexible Formulary as of January 1, 2025.	Agencies currently offering the Excelsior Plan have until July 1 to notify EBD if they intend to move their Excelsior Plan enrollees to the Empire Plan or withdraw them from NYSHIP altogether. It is expected that a majority of agencies will move their Excelsior Plan enrollees to the Empire Plan, however, about half of Excelsior Plan agencies have yet to respond. To date, three Excelsior Plan agencies have notified EBD they will withdraw from NYSHIP, whereas 15 agencies have advised they intend to move their enrollees to the Empire Plan. These 18 agencies account for half of the 36 agencies currently offering the Excelsior Plan.
15	28-29	RFP Section 2.1.6, Submission of Proposal	For the hard copy proposals, can bidders meet the file submission requirements by including files that are too large to print or specifically requested to be submitted on USB storage only, i.e., large excel files or Attachment 88 for example, on the requested full USB copies of the proposal?	Yes.
16	30	RFP Section 2.1.6, Submission of Proposal	Please clarify the State’s requirement for consecutive page numbering as described in 2.1 6.f. on page 30. Specifically,	For clarification, the standard pagination requirements set forth in Section 2.1.6(f) of the amended RFP are intended to identify the specific contents in each portion of an Offeror’s Proposal. Accordingly, Offerors will satisfy these Proposal

			does the State require that each proposal (Administrative, Technical, Financial) be numbered consecutively, i.e., Page 1 through Page 1,000? OR Are bidders able to meet the intent of 6.f so long as each page within a given subsection or attachment is clearly dated and numbered consecutively, i.e., Section 4, Subsection 1 dated and page numbered 1-100 and a Section 4, Subsection 2 dated and page numbered 1-45, etc.?	submission requirements if every page in each major section of the Offeror's Proposal submission are assigned a logical sequence of numbers that align the table of contents required in Section 2.1.6(d) of the amended RFP and are organized in a manner that facilitates the evaluation process, as intended.
17	3	Attachment 15	For clarification and to ensure that the State's PBM's business information is subject to protections, including under FOIL, would the State agree to add the following to the definition of the term "Confidential Information" in Attachment 15: "Confidential Information" also may include any information of either Contractor or Agency (in any form) relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either party's business."	The Confidential Information defined in the amended Attachment 15, *Glossary of Defined Terms*, relates to the State's information only and reject the request for modification. For clarification, "Contractor's Confidential Information" is defined in Section 8.7 of the amended RFP and relates to proprietary information of the Contractor.

18	32-33	RFP Section 2.1(8)	Are the Procuring Agencies able to provide any additional detail around the anticipated contract negotiation process and timeline? For example, will the bidder tentatively awarded the contract be presented with a contract document to review, and to which the bidder may offer proposed modifications in keeping with the RFP requirements? If so, are the agencies able to share approximately how long the bidder will be given to provide such proposed modifications, and whether there will be other stages or key dates during the negotiation process that bidders should anticipate?	Subject to a successful procurement, the tentative awardee will receive a Contract for review and signature between the Procuring Agencies and the Offeror as described in amended RFP Section 1.1.1 (Resulting Contracts). The Procuring Agencies will not entertain material modifications to the Contract terms and conditions. All non-material deviations to the terms and conditions of the amended RFP requirements should be submitted with the Offeror's proposal (See amended RFP Section 2.1.7) on Attachment 8, *Non-Material Deviations Template* only. As set forth under amended RFP Section 1.9 Timeline of Key Events, the contract negotiation period is not defined; there are no Key Events scheduled between the Anticipated Tentative Contract Award date, August 21, 2024, and the Anticipated OSC Approval of Contract Award date, October 10, 2024.
19	74-75	RFP Section 3.9(A)(1)(d)	This provision requires the selected Offeror to include in its Retail Pharmacy Network any Pharmacy(ies) upon the Department's or NYSIF's request, where such inclusion is deemed necessary by the Procuring Agencies to meet the needs of Enrollees even if not otherwise necessary to meet the minimum access guarantees outlined in the RFP. Please confirm that for any pharmacy so added to the Offeror's retail pharmacy network at the request of DCS or NYSIF, claims processed at these pharmacies will be excluded from the calculation of the guaranteed	Confirmed.

			minimum discounts for brands, generics and specialty drugs if the pharmacy will not agree to the terms proposed to the other pharmacies in the network.	
20	96-97	RFP Section 3.10(1)(ix)	This Subsection specifies that all claims data is the property of the State, and that the successful proposer must share with the carriers and consultants specified by the Department. Is it the Procuring Agencies' expectation that the successful proposer will be permitted to require third party recipients who do not yet have confidentiality agreements with the proposer in place to execute an appropriate confidentiality agreement and to otherwise reasonably protect the confidentiality of the claims data, including the PHI contained in the claims records and the proposer's interests in the pricing data contained in the claims records, which the successful proposer may consider to be the proposer's protectable trade secret information.	**A) Department Response**: The expectation is that the successful Offeror will require all third-party recipients of the State's claims data to execute an appropriate confidentiality agreement to protect the confidentiality of the claims data, including the PHI contained in the claim's records. It is also expected that the successful Offeror will not unreasonably deny access to such data. DCS reserves the right to determine if a confidentiality agreement is appropriate, which will not be unreasonably withheld. Note that while pricing data is not a listed field in Attachment 84, *Layout Specifications for DCS Program Informational Claims Data File,* or Attachment 85, *Layout Specifications for NYSIF Program Informational Claims Data File*, the successful Offeror is required to share a larger file that contains pricing information for the claims records with the Department's Decision Support System (DSS) vendor. To the extent that the successful Offeror already has agreements in place with DCS' third-party vendors which are acceptable to DCS, DCS will not require the execution of separate, new agreements. Any assertions for trade secret protection or request for exemption from the NYS Freedom of Information Law must be made in accordance with amended RFP Section 2.2.1 and Attachment 11, *Freedom of Information Law Request for Redaction Chart*. No determination regarding the trade secret protection or FOIL exemption is made within the context of the questions and answers. **B) NYSIF Response**: Yes.
21	207	RFP Section 6.6(C)(2)(b)	This provision requires the Offeror to maximize the discount achieved on behalf of the Programs for Generic Drugs	Confirmed.

			dispensed by Retail and Mail Service pharmacies. In light of the requirement for the Offeror to use the same MAC List and associated pricing for reimbursing Retail and Mail Service pharmacies, can the Procuring Agencies confirm that this obligation to maximize the discounts achieved on Generic Drugs dispensed by Retail and Mail Service pharmacies applies on a combined basis?	
22	231	RFP Section 6.12(3)(b)	Section 6.12(b) specifies that Offerors are to provide, in Attachment 91, adequate documentation to support the Offeror's Pharma Revenue Guarantee. Could the Procuring Agencies provide a description of what the documentation requested would be expected to consist of? Please confirm that the Procuring Agencies do not desire or permit additional conditions or terms related to the Pharma Revenue Guarantee that would modify, condition or otherwise impact the valuation of the guarantee to be provided in Attachment 90.	Adequate documentation may include, but would not be limited to, written justification to support the guarantees quoted. For example, if the Offeror is proposing substantial year-over-year increases, the Procuring Agencies expect a comprehensive narrative in support of those increases. Offerors must not include terms or conditions related to the Minimum Pharma Revenue Guarantee Per Final Paid Claim that would modify, condition, or otherwise impact the valuation of the guarantee proposed in Offeror's Attachment 90, *Pharma Revenue Guarantee Quote*.
23	243-244	RFP Section 7.3(1)(a)(i)	Drugs that are commonly classified as Specialty Drugs are generally priced and procured under different terms than non-specialty drugs due to significant variations in the competition	The cost evaluation will include the following steps: 1. Establish an estimate of Average Wholesale Price (AWP) and claim counts for retail, mail, and specialty prescriptions in 2025 based on the Empire Plan's actual 2023 utilization and specialty drug list.

			within a given therapeutic class, lower levels of utilization, manufacturer-imposed restrictions on which pharmacies may dispense certain Specialty Drugs, and/or other characteristics and factors not typically associated with drugs not commonly considered to be Specialty Drugs. Accordingly, through inclusion or exclusion of certain drugs in its proposed Specialty Drug list, an Offeror can materially impact the overall effective Specialty Drug discount it can propose to the Procuring Agencies. Section 7.3(1)(a)(i).a states that the Procuring Agencies will make adjustments based on the Offeror's Specialty Drug List compared to the list currently in place with DCS. Because of the disproportionate impact of Specialty Drug spend on a pharmacy benefit program, it is very important for Offerors to understand the scoring of the Specialty Drug component of their offers. Accordingly, will the Procuring Agencies please provide a more detailed description of the calculations that will be used to evaluate Offerors' Specialty Drug Lists and compare them to other Offerors?	2. Compare each Offeror's proposed specialty drug list to the Empire Plan's actual 2023 specialty drug list. 3. An adjustment will be made for drugs that appear on the Offeror's proposed specialty drug list but are not on the actual Empire Plan 2023 specialty drug list. This adjustment will be made by determining the 2023 actual AWP and claim counts for these drugs, adjusting these totals for projected cost and utilization trend changes, adjusting for the location (specialty or retail) where specialty drugs are filled, subtracting them from the estimated 2025 retail and mail totals, and adding them to the estimated 2025 specialty totals. 4. An adjustment will be made for drugs that do not appear on the Offeror's proposed specialty drug list but are on the actual Empire Plan 2023 specialty drug list. This adjustment will be made by determining the 2023 actual AWP and claim counts for these drugs, adjusting these totals for projected cost and utilization trend changes, subtracting them from the estimated 2025 specialty totals, and adding them to the estimated 2025 retail and mail totals. An assumption of the split between retail and mail totals will be used based on the Empire Plan's aggregate 2023 experience. Also, please note that if Offerors do not achieve the Guaranteed Discounts for Brand Drugs and Generic Drugs dispensed to Enrollee/Claimants through the Specialty Pharmacy, they shall reimburse the Programs the difference between the Ingredient Cost the Programs were charged and the Ingredient Cost of what the Programs would have been charged if the Guaranteed Discount off aggregate AWP had been obtained. This difference, if any, will be credited to the Programs annually.
24	24	Appendix B, Section 41	This section states that a contractor must, within twenty-four (24) hours of the discovery	Confirmed, the requirements of Appendix B Section 41, does not apply to unsuccessful activity/attacks at the Business Associates firewall including pings and other

			or reasonable belief of a Security Incident (defined as "unauthorized disclosure or loss of sensitive or Confidential Information"), provide a written report of the incident. Given the high frequency of unsuccessful, inadvertent and otherwise immaterial incidents that present no risk that such sensitive information will be compromised, please confirm that the requirements of this section do not apply to activity such as a provider inadvertently receiving PHI from another provider via a wrong number, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and other such minor incidents.	broadcast attacks, port scans, unsuccessful log-on attempts, and denials of service.
25	3	Appendix C, Section 3.2	To avoid inundating the Department with notification of insignificant system changes, please confirm that that only notification required would be those changes that lessen security to systems.	**A) Department Response**: Correct, the Contractor is only required to notify the Department of any changes to systems, facilities or WISP controls impacting Confidential Information. And does not apply to notification of insignificant system changes which do not lessen the security of the Contractor's systems. **B) NYSIF Response**: Notifications would pertain to Information Security changes, only.
26	Appendix D	Section I: General Provisions, Item 11.A	Bidder understands that MWBE participation is encouraged in Appendix D for the NYSIF contract but would appreciate the State's confirmation that the RFP does not require a minimum	**A) Department Response**: Confirmed. **B) NYSIF Response**: See Appendix D, *NYSIF Participation by Minority and Women-Owned Business Enterprises*, dated February 2023.

			percentage commitment for MWBE participation for NYSIF nor DCS.	
27	1	N/A	Please clarify whether DCS will supply uniform Utilization Management parameters for all bidders to conform to?	No. Per amended RFP Section 3.12 and Section 5.13, Offerors are required to propose Utilization Management controls in accordance with the amended RFP, with the understanding that Step Therapy programs are not allowed.
28	119	RFP Section 3.14.A.1.a	Any recommended mid-year changes to the Flexible Formularies must meet the requirements of the New York State Frozen Formulary Law and union agreements, where applicable, and shall be provided to the Department with a summary of the clinical and financial implications to the DCS Program. Such midyear changes, which may be made no more than quarterly, include: Adding drugs approved for additional indications to the Exclusive Specialty Drug List; Adding prior authorization requirements to certain drugs; or, Adding Specialty Guideline Management (SGM) to certain specialty drugs. The Department, at its sole discretion, may approve mid-year changes. In order for all bidders to have equal access to information in preparing their proposals, please confirm whether “Specialty Guideline Management (SGM)” is a clinical program owned,	The Department uses the term “Specialty Guideline Management (SGM)” as to differentiate specialty medications that have Prior Authorization requirements, from non-specialty medications that have Prior Authorization requirements. The Department approves the use of SGM/PA in situations to ensure safe and appropriate use.

			marketed and/or administered by a specific vendor -or- a clinical program specific to the State of New York and available for all bidders to offer. * If it is a clinical program that's not vendor-specific and is an available offering to the State of New York by all vendors, please provide program details including clinical components of and products in the SGM that bidders can include when building our proposal response. * If it is a clinical program owned, marketed, and/or administered by a specific vendor, please provide clinical components of or products in the SGM program that are also allowable for all bidders to offer, perhaps by a different name. * Additionally, would these same clinical components of or products imbedded in the SGM program be allowable as part of utilization management programs proposed in the core proposal offer(s) of all vendors, or only to have considered for future midyear changes? * Are there criteria for some drugs in the State of NY SGM program that may require members to try one drug before being covered to receive another? * If there are criteria	

			requiring members to try one drug before getting approved for another as part of the SGM program, would these criteria also be an allowed component of utilization management programs proposed by all vendors?	
29	116	RFP Section 3.14	For products with biosimilar alternative products available, is DCS applying a uniform conversion factor (e.g., 10% of all claims will be on originator product) to all bids to account for conversion from originator products to biosimilars?	Section 3.14 of the amended RFP is evaluated via a qualitative comparison of how PBMs develop formulary strategies. The evaluation of questions in Section 3.14 will not include a conversion factor for originator products moving to biosimilars.
30	116	RFP Section 3.13.H	Other Safety-Related Programs includes the following: The Procuring Agencies are interested in any other clinical management or drug utilization review programs that are intended to promote the health and well-being of Enrollees. The Procuring Agencies do not use Step Therapy and Step Therapy should not be proposed by Offerors. Offerors may propose other programs of this nature, not already being utilized by the Programs as a requirement of the Contractor under duties and responsibilities set forth in the RFP. Please clarify what “other programs of this nature” refers to.	“Other programs of this nature” refers to promoting the health and well-being of enrollees; the use of “other programs” does not mean other programs of a Step Therapy nature.

			Does this mean other programs of a Step Therapy nature?	
31	226	RFP Section 6.12	Section 6.12, 100% Pharma Revenue Guarantee includes the following in the definition of Pharma Revenue: Contractor and/or its Key Subcontractor or Affiliate may not count Federal monies toward the Minimum Pharma Revenue Guarantee. Please clarify “Federal monies” as used in this context.	Please see Amended Attachment 15, *Glossary of Defined Terms* for an amended definition of “Pharma Revenue,” which clarifies what “Federal monies” include. Federal monies cannot be included in an Offeror’s Minimum Pharma Revenue Guarantee Per Final Paid Claim.
32	n/a	n/a	Please provide the definitions for “Wide,” “Original,” and “Replacement” in the claims file.	See below for definitions of these fields. Please note that “Wide” does not appear on Attachment 86, *Informational Claims Files* for DCS; however, the Field Named "Adjustment Type Medstat" includes field values of "Original" "Replacement" or "Void" - defined below: **Original** – If there is only one claim in the sequence then this is the only claim and considered original. If it is the first of several, then it would be the original claim and it could be followed by voided or replacement, please see below. **Replacement** – This represents a subsequent claim which is later in the claim sequence than the original and is adjudicated as a replacement claim to the original. If there is a claim that is reversed and reprocessed, then it is a replacement claim. **Void** – This refers to a claim that is voided and not adjudicated. The original is voided out for no payment. The claim was reversed.