NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

REQUEST FOR PROPOSALS #2012RX-1

"PHARMACY BENEFIT SERVICES for THE EMPIRE PLAN, EXCELSIOR PLAN, STUDENT EMPLOYEE HEALTH PLAN, and NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS"

RELEASE DATE: **February 22, 2012**

PROPOSAL DUE DATE: **May 8, 2012**

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the resultant contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Procurement Manager as listed below and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service "*Rules Governing Conduct of Competitive Procurement Process*" (refer to RFP, Section II: Procurement Protocol and Process).

Department of Civil Service Contact for
Inquiries and Submissions for this Solicitation:

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Robert W. DuBois, CEBS
Director
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Employee Benefits Division

SECTION I: INTRODUCTION

A. Purpose

The purpose of this Request for Proposals (RFP or Procurement), entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs," is to secure the services of a qualified Offeror to administer The Empire Plan, Excelsior Plan, Student Employee Health Plan Prescription Drug Programs, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs (collectively referred to as the "Programs").

It is the Department of Civil Service's (Department or DCS) and the New York State Insurance Fund's (Fund or NYSIF) (also hereafter collectively referred to as the "Procuring Agencies") intent to enter into separate contracts (Agreements) with one (1) Offeror selected as a result of this RFP. The Agreements will be for a term of five (5) years, commencing on January 1, 2014 through December 31, 2018, during which the selected Offeror "Contractor" shall be responsible for administering the Programs in accordance with the terms and conditions of the respective Agreements.

The Offeror must agree to be bound by its Proposal which will be explicitly incorporated by reference into the executed Agreements. After Agreements are separately executed with the Contractor and DCS and NYSIF, any change to the scope of the Agreement, including but not limited to the inclusion of any individual Network Pharmacy(ies), requested by one Procuring Agency shall have no impact on the other Procuring Agency Agreement or cost thereunder, unless the other Procuring Agency likewise agrees to said change(s). The Department and NYSIF will only contract with a single Offeror, which will be the sole contact with regard to all provisions of the Agreements. If the Offeror's Proposal includes Key Subcontractors, the Offeror will be considered the Prime Contractor, and the Offeror shall assume full responsibility for the fulfillment of all of the Contractor Responsibilities under the Agreements. This RFP and other relevant information may be reviewed at: www.cs.state.ny.us/2014RxBenefitRFP/index.cfm.

Note: Refer to Section VIII: Glossary of Terms, for definitions of terms used throughout this RFP.

B. Overview of the New York State Health Insurance Program and the New York State Insurance Fund

NYSHIP

The New York State Health Insurance Program (NYSHIP) was established by the New York State Legislature in 1957 to provide essential health insurance protection to New York State (NYS) employees, retirees, and their eligible dependents. Chapter 56 of the Laws of 2010 amended the law to allow the New York State Employee Health Insurance Plan the option to be self-funded. Specifically, the law states that the President of the Civil Service Commission "may provide health benefits directly to plan participants, in which case the president is hereby authorized to purchase a contract or contracts with one or more firms qualified to administer, on New York State health benefit plan's behalf, the plan of benefits." Public authorities, public benefit corporations, and other quasi-public entities, such as the NYS Thruway Authority and the Dormitory Authority may choose to participate in NYSHIP; those that do are called Participating Employers (PEs). Article XI of the NYS Civil Service Law also allows local units of government such as school districts, special districts, and municipal corporations to participate in NYSHIP; those local government units which choose to participate in NYSHIP are called Participating Agencies (PAs). At present, there are approximately 378 NYS agencies, 93 Participating Employers, and 811 Participating Agencies in NYSHIP. Under Article XI of the Civil Service Law, as amended, and 4 New York Code of Rules and Regulations (NYCRR) Part 73, as amended, the President of the New York State Civil Service Commission, who also serves as the Commissioner of the Department, through the Department's Employee Benefits Division (EBD), is responsible for the ongoing administration of NYSHIP.

NYSHIP currently covers over 599,000 NYS, PA and PE employees and retirees. Eligible covered Dependents bring the total number of covered lives to approximately 1,230,000.

NYSHIP currently provides health insurance coverage through The Empire Plan, a Participating Provider Organization (PPO) with managed care components, and 10 Health Maintenance Organizations (HMOs). The Excelsior Plan is a lower cost version of The Empire Plan available to PAs. Additionally, the Student Employee Health Plan (SEHP) is insured and administered through The Empire Plan contracts. SEHP is a health insurance plan for graduate student

employees of the New York State and New York City University systems. NYS and PE employees and retirees may elect to enroll in either The Empire Plan or in HMOs offered through NYSHIP. NYSHIP offers only The Empire Plan and the Excelsior Plan to PAs. PAs may, and frequently do, offer HMOs directly to their own employees and retirees as an alternative to Empire Plan coverage.

NYSIF

The New York State Insurance Fund (NYSIF) was established following enactment of the Workmen's Compensation Law in 1914. It is a self-supporting, independent state agency providing workers' compensation and disability benefits insurance to employers within New York State.

For nine decades, NYSIF has been a major insurance carrier for workers' compensation insurance, providing benefits to injured workers and their families. NYSIF's policyholders range from large construction companies, manufacturing concerns, farms, small family-owned businesses to individuals employing household help. The home office is in New York City, with district offices in Albany, Buffalo, Glendale, Melville, Rochester, Syracuse, and White Plains.

C. Overview of The Empire Plan, Excelsior Plan, and Student Employee Health Plan

The Empire Plan, Excelsior Plan, and SEHP (collectively referred to as DCS Program(s)) are comprehensive health insurance programs for New York's public employees and their families. The DCS Programs are sponsored by the Council on Employee Health Insurance (CEHI). The Council is composed of the President of the Civil Service Commission, the Director of the Governor's Office of Employee Relations (GOER), and the Director of the Division of the Budget (DOB). The Department holds the contracts with the DCS Program Insurers. Currently, the DCS Programs are fully insured. This RFP is to secure the services of a qualified Offeror under a self-funded arrangement for the DCS Programs. The Employee Benefits Division (EBD) within the Department is responsible for the administration of the DCS Programs. The Empire Plan currently has over 530,000 Enrollees with approximately 1,100,000 covered lives. The Empire Plan benefit design has four (4) main parts including:

1. Hospital Program benefits that include coverage for drugs dispensed and administered by the hospital (currently insured and administered by Empire BlueCross BlueShield [EBCBS]);

2. Medical Program benefits, that include certain prescription drugs when dispensed and administered by a physician in an office setting (currently insured and administered by UnitedHealthcare Insurance Company [UHC] of New York);

3. Managed Mental Health and Substance Abuse Program benefits (currently insured by UHC of New York with network administration, managed care services, and claims administration provided through the Behavioral Healthcare Administrator, OptumHealth, Inc. [Optum]); and

4. Prescription Drug Program benefits that include coverage for prescription drugs dispensed through retail network pharmacies, through the Mail Service Pharmacy Process, through the Specialty Pharmacy Program (currently insured through UHC of New York with its Key Subcontractor, Medco Health Solutions, Inc. (Medco) serving as Pharmacy Benefit Manager) and through non-network pharmacies.

The benefit design of The Empire Plan is the result of collective bargaining between NYS and the various unions representing its employees. Benefits are administratively extended to non-represented NYS employees, employees of PAs and PEs, and retirees. Therefore, the benefit design is subject to change from time to time as the result of those negotiations, and there are variations in The Empire Plan's benefit design among the bargaining units. The benefit design cannot deviate from that which has been collectively bargained. The majority of the active workforce is represented by various unions, and union participation in the design and oversight of NYSHIP is active and ongoing. The Excelsior Plan, available to NYS local governments who participate with NYSHIP, is a more affordable version of The Empire Plan. It offers many of the same features and benefits of The Empire Plan, with a higher degree of cost sharing by covered individuals. The collective bargaining units and the unions representing the collective bargaining units are identified in Exhibit II.C as well as the other groups that participate in The Empire Plan, the Excelsior Plan, and the SEHP.

The Empire Plan also affords benefits to members of the SEHP through the various Empire Plan contracts with the Insurers. The SEHP was established in 1994 through collective bargaining. The SEHP became part of NYSHIP in 2002 to provide basic health insurance protection to graduate student employees of the State University of New York and their eligible Dependents. This benefit was extended to the graduate student employees of the City University of New York

(CUNY) on January 1, 2009. Like The Empire Plan, the SEHP includes hospital, medical, managed mental health and substance abuse benefits, and prescription drug benefits. Up through March 31, 2010, SEHP prescription drug benefits were subject to a $2,500 annual benefit maximum which was increased to $3,000 on April 1, 2010. The current SEHP prescription drug benefit maximum was removed effective January 1, 2011 as a result of the Patient Protection and Affordable Care Act. The SEHP prescription drug benefit maximum was replaced with a combined hospital, medical, managed mental health and substance abuse, and prescription drug benefit annual limit of $1,250,000 effective January 1, 2012. The benefit maximum will be increased to $2,000,000 effective January 1, 2013 and no annual combined SEHP benefit limit is permitted for plan years beginning January 1, 2014. SEHP is administered by the EBD. SEHP covers an average of 5,600 employees; their eligible covered Dependents bring the total number of average covered lives to approximately 6,800.

D. Overview of the DCS and NYSIF Prescription Drug Programs (Amended April 4, 2012)

The Programs utilize The Empire Plan, Excelsior Plan, SEHP, and State Insurance Fund identification cards to access retail network pharmacies and the mail service pharmacy, including designated specialty pharmacy(ies). The Programs include a number of utilization management controls including mandatory generic substitution, prior authorization, physician education, and various other cost containment provisions. For a detailed description of the Programs, refer to Section IV of this RFP. The Empire Plan, Excelsior Plan, and the SEHP provides benefits to Enrollees and covered Dependents and the NYSIF provides benefits to injured workers (Claimants) for covered drugs subject to applicable copayments (DCS Programs only), days' supply limits and benefit maximums. The Programs cover up to a ninety (90) day supply of covered drugs through retail pharmacies, the mail service pharmacy, and the specialty pharmacy program, with refills up to one (1) year. For SEHP enrollees, a thirty (30) day supply limitation applies at retail network pharmacies. Exhibit II.C of this RFP provides the applicable copayments, supply limits, and benefit maximums by plan and employee group. Also for information purposes, the Department's current Empire Plan Certificate of Insurance, SEHP Summary Plan Description, Excelsior Comparison Chart and The Empire Plan At A Glance for specific employee groups are included as Exhibits II.D.1 through II.D.4 and II.E.4a through II.E.4c of this RFP.

DCS Program Enrollees who receive a covered drug from a network pharmacy incur out-of-pocket costs that are, in most instances, limited to the applicable copayment. DCS Program Enrollees who receive a covered drug from a non-network pharmacy, or who do not use their identification card and pay the full amount for a prescription at a network pharmacy, receive specific reimbursement based on whether the drug is categorized as a Level 1 (usually Generic), Level 2 (usually Preferred Brand) or Level 3 (usually Non-Preferred brand) drug. These provisions are set forth in claims processing within Section IV of this RFP. The DCS Programs currently have three (3) formulary benefit designs that the Contractor must administer:

1. **Traditional Empire Plan PDL** – The three-level open formulary benefit design generally features Generics on the first level, Preferred Brand named drugs on the second level, and Non-Preferred Brand name drugs on the third level. The Program's copayment structure offers an incentive to use Level 1 medications and Level 2 medications. In addition, copayments differ depending on whether a prescription is filled at retail or by mail order and according to the number of days' supply (currently ~~12.25%~~ less than 1% of Empire Plan enrollee contracts have this PDL);

2. **Flexible Formulary Drug Lists (2)** – The three-level Flexible Formulary was implemented effective January 1, 2009 for most Empire Plan employee groups, followed by a January 1, 2010 and April 1, 2010 implementation for several additional groups and the SEHP. The Flexible Formulary is a Preferred Drug list in which Brand Drugs may be assigned to different copayment levels based on clinical judgment and value to the Program. Drugs may be excluded from coverage if a therapeutic equivalent is on the Flexible Formulary or a therapeutically equivalent over-the-counter drug is available. It features Level 1 drugs which are assigned the lowest copayment and include all covered Generic Drugs and certain Brand-Name drugs. Level 2 drugs are assigned a higher copayment and include Preferred Brand-Name Drugs that have been selected because of their overall healthcare value. Level 3 drugs have the highest copayment and include Non-Preferred Brand-Name Drugs and Multi-Source Brand-Name drugs (with a generic equivalent). In addition, copayments differ depending on whether a prescription is filled at retail or by mail order, and according to the number of days' supply. SEHP and most Empire Plan enrollees have this plan design (currently ~~87.74~~ over 99% of enrollee contracts have this plan). In October 2011, as a result of collective

bargaining, an additional Flexible Formulary drug list or "Enhanced Flexible Formulary" was implemented with an added "Brand for Generic" feature for most Enrollees subject to the Flexible Formulary. With this feature, a brand-name drug may be placed on Level 1, or excluded, and the generic equivalent placed on Level 3, or excluded. With State approval, these placements may be revised mid-year when such changes are advantageous to the DCS Program; and

3. **<u>Offeror's Book of Business PDL</u>** – The three-level formulary was implemented effective January 1, 2009 for employees enrolled in the Excelsior Plan. This formulary may exclude certain drugs in a therapeutic category as well as have certain generic drugs subject to a Level 2 or 3 copayment. Under Excelsior's Plan benefit copayment design, Level 1 drugs have the lowest copayment, Level 2 drugs have the mid-range copayment, and Level 3 drugs have the highest copayment. The goal of the Excelsior Plan PDL is to offer a therapeutically sound formulary that costs 15% less than The Empire Plan formularies (currently .01% of enrollee contracts have this plan).

<u>NYSIF</u>

NYSIF provides prescription coverage to injured workers who are employed by individuals and companies that have workers' compensation policies with NYSIF. All medically necessary and appropriate drugs that are causally related to the loss are covered. NYSIF was created by Section 76 of the New York State Workers' Compensation Law (WCL). Responsibility for the daily operations and policy making of NYSIF rests with the Executive Director and his staff. The Board of Commissioners (Commissioners) oversees the administration of NYSIF.

NYSIF services over 50,000 Workers' Compensation claimants who fill approximately 700,000 prescriptions annually. Of this number, approximately 75% are dispensed through the services of a Pharmacy Benefits Management (PBM) provider. NYSIF Claimant does not incur copayments or out-of-pocket costs when utilizing network or non-network pharmacies. The NYSIF Program currently employs a single formulary benefit design that the Contractor must administer.

<u>NYSIF PDL</u>

The NYSIF PDL generally features Generic Drugs on the first level, Preferred Brand Drugs on the second level, and Non-Preferred Brand Drugs on the third level. The PDL proposed for the NYSIF

Program must include all drugs meeting the definition of Covered Drugs in this RFP. The selected Offeror is required to effectively communicate the content and requirements of the Program's PDL to Network Pharmacies, medical providers, and Enrollees. The design of the NYSIF Program does not require a Brand Drug in every therapeutic category. For the purpose of preparing a response to this RFP if an Offeror proposes a Preferred drug list which does not include a Preferred Brand Drug in every therapeutic category, the Offeror must include the clinical rationale and financial implications of the Offeror's determination. Offerors will submit cost information as required in Section V, Cost Proposal of this RFP.

E. Covered Drugs under the DCS and NYSIF Prescription Drug Programs

The DCS and NYSIF Programs cover medically necessary prescription drugs and insulin dispensed by a licensed pharmacy. The Programs cover prescription oral drugs, self-injectables and infusion drugs dispensed by a licensed pharmacy. With respect to the DCS Program, prescription drugs dispensed and billed by a physician are covered under The Empire Plan Medical Program, and prescription drugs dispensed and billed by a hospital are covered under The Empire Plan Hospital Program.

The following prescription drugs are covered when they are medically necessary and dispensed by a licensed retail pharmacy or through the mail service pharmacy:

1. **FDA Approved Drugs** that must bear the legend RX Only;

2. **State Restricted Drugs:** Drugs which can be dispensed in accordance with New York State Law (or by the laws of the state or jurisdiction in which the prescription is filled) by prescription only;

3. **Compounded Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s):** A drug with two or more ingredients (solid, semi-solid, or liquid), at least one of which is a covered drug with a valid National Drug Code (NDC) and FDA approved requiring a prescription for dispensing, combined together in a method specified in a prescription issued by a medical professional. The end result of this combination must be a prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength

from a single manufacturer. The prescription must identify the multiple ingredients in the compound, including active ingredient(s), diluents(s), ratio's or amounts of product, therapeutic use, and directions for use. The act of compounding must be performed or supervised by a licensed pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a compound drug prescription by this Program;

4. **Injectable Insulin**;
5. **Oral, Injectable, or Surgically Implanted Contraceptives** that bear the legend RX Only and contraceptive devices (e.g., diaphragms and cervical caps) that require a Physician's order;
6. **Vitamins** which are FDA approved prescription drugs and bear the legend RX Only;
7. **Prescription Drugs** dispensed by on-premises pharmacies to patients in a Skilled Nursing Facility; rest home; sanitarium; extended care facility; convalescent hospital; or similar facility; and
8. **Drugs dispensed outside of the U.S.** that have an available U.S. FDA approved equivalent.

F. The DCS and NYSIF Prescription Drug Program Exclusions and Limitations

Coverage for the following drugs are excluded or limited under the Programs:

1. Drugs obtained with no prescription order, including over-the-counter products except insulin;
2. Drugs taken or given at the time and place of the prescription order and billed by the Doctor;
3. Drugs provided or required by any governmental program or statute (other than Medicaid) unless there is a legal obligation to pay;
4. Drugs for which there is no charge or legal obligation to pay in the absence of insurance;
5. Any drug refill which is more than the number approved by the Doctor;

6. Contraceptive jellies, ointments, and foams, or devices not requiring a Doctor's order, prescribed for any reason;

7. Therapeutic devices or appliances (e.g., hypodermic needles, syringes, support garments, or other non-medicinal substances) regardless of their intended use;

8. The administration of any drug or injectable insulin;

9. Any drug refill which is dispensed more than one (1) year after the original date of the prescription order;

10. Any drug labeled "Caution: Limited by Federal Law to Investigational Use," or experimental drugs except for drugs used for the treatment of cancer as specified in Section 3221(l)(12) of New York State Insurance Law as may be amended from time to time. Prescribed drugs approved by the U.S. Food and Drug Administration for the treatment of certain types of cancer shall not be excluded when the drug has been prescribed for another type of cancer. However, coverage shall not be provided for experimental or investigational drugs or for any drug which the Food and Drug Administration has determined to be contraindicated for treatment of the specific type of cancer for which the drug has been prescribed;

11. Experimental or investigational drugs shall also be covered when approved by an External Appeal Agent in accordance with an external appeal. If the External Appeal Agent approves coverage of an experimental or investigational drug that is part of a clinical trial, only the costs of the drug will be covered. Coverage will not be provided for the costs of experimental or investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs not otherwise covered by the Programs for non-experimental or non-investigational drugs provided in connection with such clinical trial;

12. Immunizing agents, biological sera, blood or blood plasma, except immune globulin;

13. Any drug which a Doctor or other health professional is not authorized by his or her license to prescribe;

14. (Exclusive to DCS) Drugs for an injury or sickness related to employment for which benefits are provided by any state or Federal Workers' Compensation, employer's liability or

occupational disease law, or under Medicare or other governmental program, except Medicaid and the Veterans Administration;

15. Drugs purchased prior to the start of coverage or after coverage ends. However, if the person is totally disabled on the date coverage ends, benefits for the disabling condition will be provided on the same basis as if coverage had continued, with no change in coverage effective until the day the person is no longer totally disabled or for three (3) months after the date his/her coverage ended, whichever is earlier;

16. Any drug prescribed and/or dispensed in violation of NYS or Federal Law;

17. Drugs furnished solely for the purpose of improving appearance rather than physical function or control of organic disease, which include, but are not limited to:

    a. Non-amphetamine anorexiants, except when prescribed for morbid obesity;
    b. Amphetamines that are prescribed for weight loss, except for morbid obesity;
    c. Products used to promote hair growth;
    d. Products (ex. Retinoic Acid) used for prevention of skin wrinkling;

18. Any non-medically necessary drugs;

19. Drugs administered to you by the facility while a patient is in a licensed hospital. This limit applies only if the hospital in which the member is a patient operates on its premises, or allows to be operated on its premises, a facility that dispenses pharmaceuticals. And dispenses such drugs administered to the member by the hospital;

20. Contraceptive Intrauterine Devices (I.U.D.) that do not contain any FDA approved hormone prescription drug products;

21. Coverage for drugs where the amount dispensed exceeds the supply limit;

22. Coverage for drugs as a replacement for a previously dispensed drug;

23. Products for which the primary use is nutrition; and

24. Foreign drugs for which there is no available US equivalent approved by the FDA.

SECTION II: PROCUREMENT PROTOCOL AND PROCESS

A. Rules Governing Conduct of Competitive Procurement Process

1. Timeline/Key Events (Amended March 8, 2012 and April 4, 2012)

Event	Date
RFP Release Date	February 22, 2012
Exhibit I.K Procurement Lobby Offeror's Affirmation of Understanding & Agreement Due Date	See below*
~~Request for Data Necessary to Submit a Proposal Due Date (See Section III.G. of this RFP)~~	~~March 13, 2012~~
Pre-Proposal Conference	March 14, 2012
Questions Due Date	March 20, 2012, 5:00 p.m. ET
~~Optional Re-Priced Claims Test File Due Date~~	~~April 3, 2012~~
Release Date of Official Responses to Questions	April 4, 2012
Exhibit I.J Notice of Bidding Intention Due Date	April 18, 2012
Proposals Due Date	May 8, 2012, 3:00 p.m. ET
Anticipated Contract Start Date	Upon OSC approval of the Agreement, with the Medicare Employer Group Waiver Plan (EGWP) requirements of the Agreement (DCS Agreement Only) to begin January 1, 2013 and claims adjudication for the Programs (DCS and NYSIF) to be fully implemented by January 1, 2014

* Prior to the Offeror's **initial** contact with the Department, the Offeror must complete and submit Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement to the Pharmacy Benefit Services Procurement Manager**.**

2. Procurement Lobbying Limitations

a. Pursuant to State Finance Law sections 139-j and 139-k, this Procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the Procurement's "Restricted Period" (from the issuance of the RFP until the date of the Contract's final approval by the OSC) to other than designated staff of the Procuring Agencies and the Executive Branch of New York State government, unless the

contact falls within certain statutory exceptions ("permissible contacts"). For purposes of this §II.A.2 of the RFP, "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids (i.e., Proposals) in response to the RFP. Staff is required to obtain certain information from Offerors and others whenever there is a contact about the Procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on, or be awarded a contract for four years from the date of the second non-responsibility finding. The Procuring Agencies' Policy and associated procedures are included as **Exhibit I.L, "Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process"** to this RFP. Further information about these requirements can be found at: http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html

b. In order to ensure public confidence and integrity in the procurement process, the Procuring Agencies will strictly control all communications between any Offeror and participants in the evaluation process, from the date the RFP is released until the Contracts are approved by OSC. "Offeror" means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Procuring Agencies or any other State governmental entity about a governmental procurement during that procurement's restricted period, whether or not the caller has a financial interest in the outcome of the governmental procurement; provided, however, that a governmental agency or its employees that communicates with the Procuring Agencies regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts, inquires, questions, filings and submission of Proposals in regard to the RFP must be directed, in writing, by mail, facsimile or e-mail, as applicable, solely to the Pharmacy Benefit Services Procurement Manager. An Offeror's failure to comply with this requirement may result in the Offeror's disqualification from this Procurement.

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Additionally, prospective Offerors and Offerors are strictly prohibited from making any contacts or inquiries concerning the Procurement with any member, officer or employee of any NYS governmental entity other than the Procuring Agencies from the date the RFP is released until the Contracts are approved by OSC subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the Procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

c. The following contacts are exempted from the provisions of paragraph 3 of section 139-j and as such do not need to be directed to the Pharmacy Benefit Services Procurement Manager pursuant to section 139-k:

(1) the submission of written Proposals in response to the RFP;

(2) the submission of written questions by a method set forth in RFP when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the Procurement;

(3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in RFP;

(4) complaints by an Offeror regarding the failure of the Pharmacy Benefit Services Procurement Manager to respond to an Offeror's authorized contacts, when such complaints are made in writing to the Department's Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;

(5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the Contract after having been notified of tentative award;

(6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;

a. contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before the Procuring Agencies seek a final administrative determination, or in a subsequent judicial proceeding; or

b. complaints of alleged improper conduct in the Procurement when such complaints are made to the NYS Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or

c. written protests, appeals or complaints to the NYS Comptroller's office during the process of contract approval, where the NYS Comptroller's approval is required provided that the NYS Comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to State Finance Law Section 163; or

d. complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the NYS Comptroller's office; and

(7) communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.

d. It is ***mandatory*** that all prospective Offerors/Offerors complete Part 1 of **Exhibit I.K**, **"Procurement Lobbying Offeror's Affirmation of Understanding and Agreement"** affirming their understanding of, and agreement to, comply with the procurement lobbying requirements set forth in State Finance Law §139-k and §139-j. A completed

Exhibit I.K must be submitted to the Pharmacy Benefit Services Procurement Manager **prior to a prospective Offeror making its initial contact with the Procuring Agencies** (e.g., attendance at the Pre-Proposal Conference, submission of a Notice of Bidding Intention Form (Exhibit I.J), submission of questions, etc. or concurrent with an Offeror's submission of its Proposal, whichever shall occur first). Offerors are advised that whenever any of the Offeror's officers, employees, agents or consultants contacts the Procuring Agencies, they should be prepared to provide their name, address, telephone number, place of principal employment, occupation, and whether they were retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Procuring Agencies in regards to this Procurement. To that end and to streamline the process, Offerors are requested to complete and submit Part 1 of **Exhibit I.K** entitled, "Designated Offeror Contact" for each officer, employee, agent or consultant authorized by the Offeror to appear before or contact the Procuring Agencies in regards to this Procurement before appearing or before or at the time such contact is initiated.

Additionally, at the time a Proposal is submitted to the Procuring Agencies, the Offeror is required to provide a completed "Offeror's Certification of Compliance Pursuant to State Finance Law §139-k" form. This certification is included as **Exhibit I.P** of this RFP.

3. <u>Notice of Bidding Intention Form</u>

Filing of this notice is **not** mandatory; however, to assist the Procuring Agencies in better managing the procurement process, prospective Offerors, whether they intend to submit a Proposal in response to this RFP or not, are requested to complete a **"Notice of Bidding Intention Form"** (**Exhibit I.J**) and submit it to the Pharmacy Benefit Services Procurement Manager by the Notice of Bidding Intention Deadline as set forth in Section II.A.1. The completed form may be submitted either in hardcopy, at the address provided in Section II.A.2.b. or electronically at: 2014RxBenefitRFP@cs.state.ny.us.

On the Notice of Bidding Intention Form, New York State certified Minority and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this Procurement.

The listing will be publicly posted on the Procurement webpage at: www.cs.ny.gov/2014RxBenefitRFP/index.cfm for reference by the bidding community. A firm requesting inclusion on this list should send a copy of its NYS M/WBE certification with its completed Notice of Bidding Intention Form. Nothing prohibits an M/WBE vendor from proposing as a prime contractor.

4. Pre-Proposal Conference

A Pre-Proposal Conference will be held on March 14, 2012 in Room 148 of the Alfred E. Smith Office Building, Albany, NY, at 10:00 a.m. Attendance is not mandatory, but is strongly encouraged for Offerors intending to submit a Proposal.

Each Offeror is requested to send no more than three (3) representatives to the Pre-Proposal Conference. If your organization plans to attend the Pre-Proposal Conference, please notify the Pharmacy Benefit Services Procurement Manager via facsimile or e-mail at the address noted in Section II.A.2.b. at least five (5) business days before the conference with the name and affiliation of each person attending. Please be advised that due to security requirements, all visitors must be registered in the Alfred E. Smith Building's Visitors' Management System in advance of the meeting date. On the date of the conference, visitors may be required to present photo identification. Prospective Offerors are advised to allow sufficient time to go through security.

5. Submission of Errors or Omissions in the RFP Document

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this RFP, prospective Offerors agree to be bound by its terms, including, but not limited to, this process by which a prospective Offeror may submit errors or omissions for consideration. In the event that a prospective Offeror believes there is an error or omission in the RFP, the prospective Offeror may raise such issue according to the following provisions:

a. Process for Submitting Assertions of Errors or Omissions in RFP Document

(1) ***Time Frame***: Assertions of errors or omissions in the procurement process which are or should have been apparent prior to the Proposal Due Date must be received by the Procuring Agencies, in writing, five (5) business days after the Release Date of Official Responses to Questions specified in Section II.A.1.

(2) ***Content***: The submission alleging the error or omission must clearly and fully state the legal and/or factual grounds for the assertion and must include all relevant documentation.

(3) ***Format of Submission***: All submissions asserting an error or omission must be in writing and submitted to the Pharmacy Benefit Services Procurement Manager at the following address:

Pharmacy Benefit Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

The envelope or package must clearly and prominently display the following statement:

"Submission of Errors or Omissions for the
Pharmacy Benefit Services for The Empire Plan, Excelsior Plan,
Student Employee Health Plan, and New York State Insurance Fund
Work ers' Co mp en sation Prescription Drug
Program
Request for Proposals # 2012RX-1"

Any assertion of an error or omission which does not conform to the requirements set forth in this section shall be deemed waived by the prospective Offeror and the prospective Offeror shall have no further recourse.

b. The Review Process for Assertions of Errors or Omissions in RFP Document

The Procuring Agencies shall conduct the review process for submission of errors or omissions. The Commissioner may appoint a designee who will review the submission and make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Procuring Agencies but, in any event, shall be someone who has not participated in the preparation of this RFP, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the prospective Offeror may be given the opportunity to meet with the Commissioner or the Commissioner's designee, as the case may be, to support its submission. The prospective Offeror may, but need not, be represented by

counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner or the Commissioner's designee.

The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the prospective Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

The Procuring Agencies reserve the right to determine and to act in the best interests of the State in resolving any assertion of error or omission in the RFP document. As a consequence of reviewing the assertion, the Procuring Agencies may elect to extend the Proposal Due Date as may be appropriate. Notice of any such extension will be provided to all organizations who registered via mail, facsimile or e-mail. Notice of any extension will also be posted to: www.cs.ny.gov/2014RxBenefitRFP/index.cfm.

6. Submission of Questions

In the event a prospective Offeror has any substantive or procedural questions concerning the content of the RFP document, those questions can be submitted in the following manner to:

Pharmacy Benefit Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
Fax: 518-402-2835
E-Mail: 2014RxBenefitRFP@cs.state.ny.us

Prospective Offerors may submit questions to the Pharmacy Benefit Services Procurement Manager, in writing, via e-mail, facsimile or mail. The Procuring Agencies strongly urges prospective Offerors to submit the questions via e-mail. Each question should cite the particular RFP section, page number and paragraph number to which it refers. All responses

will be considered unofficial until issued or confirmed in writing by the Procuring Agencies on the procurement website. Only those questions received prior to 5:00 p.m. Eastern Time (ET), on the Questions Due Date as shown in Section II.A.1. of this RFP, will be accepted.

To expedite its responses, the Procuring Agencies have provided a question template form which prospective Offerors are requested to use in submitting questions regarding the RFP (see RFP, [**Exhibit I.R**] "Question Template").

After the Questions Due Date, the Procuring Agencies will provide to all organizations who have registered, e-mail notification of the posting of all questions received and the Procuring Agencies' Official Responses to said questions. The aforementioned information will be posted to: www.cs.ny.gov/2014RxBenefitRFP/index.cfm and all registered potential Offerors will be notified of the posting to this site.

7. Submission of Proposal

a. Submission Requirements

The Offeror's Proposal must be organized and separated into three (3) separate parts: Administrative Proposal, Technical Proposal, and Cost Proposal. To facilitate the evaluation process, Offerors must submit Sixteen (16) separately bound hard copies (four (4) ORIGINALS and twelve (12) copies) and one (1) electronic copy (CD) **of each of the three (3) parts** of the Offeror's Proposal. Electronic submissions must be in Adobe Acrobat, as applicable. These forty eight (48) documents and three (3) CDs are collectively hereafter referred to as "Submissions."

Each ORIGINAL hard copy of each part must be marked "ORIGINAL," contain original signatures of an official(s) authorization to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature and should be numbered sequentially, i.e. Original #1, Original #2, Original #3, Original #4. The remaining twelve (12) hard copies of each part may contain a copy of the official's signature and should be numbered sequentially (e.g. Copy #1, Copy #2, etc). Please note that for each of the three (3) parts, hard copies of each marked "Original #1" will be deemed controlling by the Procuring Agencies when viewing the Proposal.

Proposals should be placed and packaged together, by part, in sealed boxes/envelopes. Each sealed box/envelope should contain a label on the outside of the container which contains the information below.

New York State Department of Civil Service **Request for Proposals # 2012RX-1** **"Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs"** **OFFEROR NAME** **OFFEROR ADDRESS** Indicate content, as applicable **ADMNISTRATIVE, TECHNICAL or COST PROPOSAL**

There must be no cost information included in the Offeror's Administrative Proposal or Technical Proposal.

All Proposals must be mailed or hand-delivered to:

Pharmacy Benefit Services Procurement Manager
ATTN: Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

For those Offerors who plan to have the Proposal hand delivered to the above address, arrangements for acceptance of the package must be made in accordance with procurement security procedures. **To make such arrangements, the Procuring Agencies request that the Offeror notify the Pharmacy Benefit Services Procurement Manager forty-eight (48) hours prior to delivery**. **All Proposals must be received by 3:00 p.m. ET on the Proposal Due Date as set forth in Section II.A.1. of the RFP.** ***No exceptions will be made for late submission or delays in delivery of the Proposal***. If the Proposal is delivered by mail or courier, the Procuring Agencies recommend that it be sent "return receipt requested," so the Offeror obtains proof of timely delivery.

All Proposals submitted become the property of the Procuring Agencies. Any proposal received after 3:00 p.m. ET on the Proposal Due Date will not be accepted by the Procuring Agencies and may be returned to the submitting entity at the Procuring Agencies' discretion.

The Procuring Agencies will accept amendments and/or additions to an Offeror's Proposal if the request is received by the Procuring Agencies **prior** to 3:00 p.m. ET on the Proposal Due Date. All amendments to an Offeror's Proposal must be submitted in writing, in accordance with the format set forth in Section II.A.7. of this RFP, and will be included as part of the Offeror's Proposal, if accepted by the Procuring Agencies as provided above.

Offerors are cautioned to verify the content of their Proposal before submission. Except for material received from an Offeror in response to a request by the Procuring Agencies, the Procuring Agencies will not accept amendments or additions to a Proposal if such material is received after 3:00 p.m. ET on the Proposal Due Date. Offerors are encouraged to submit the Proposal Submission Checklist (**Exhibit I.A**) to facilitate verification of Proposal contents. An Offeror's request to withdraw a Proposal after the Proposal Due Date may be considered at the sole discretion of the Procuring Agencies.

b. Formatting Requirements

The Administrative Proposal, Technical Proposal, and Cost Proposal each should comply with the following formatting requirements (Failure to comply with the formatting requirements herein below may, but will not necessarily, result in the Proposal being deemed non-responsive and may, but will not necessarily, result in rejection of the Proposal):

(1) ***Binding of Proposal**:* The Administrative, Technical, and Cost Proposals must be separately bound. The official name of the organization(s) and "Pharmacy Benefit Services for The Empire Plan Prescription Drug Program, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs" must appear on the outside front cover of each copy of the Offeror's Administrative, Technical, and Cost Proposal. If the Proposals are

submitted in loose-leaf binders, the official name(s) of the organization(s) and "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs" also must appear on the spine of the binders;

(2) ***Table of Contents****:* Each Proposal must include a table of contents;

(3) ***Index Tabs****:* Each major Section of the Proposal and each Exhibit must be labeled with an index tab that completely identifies the title of the Section or Exhibit as named in the table of contents;

(4) ***Pagination****:* Each page of the Proposal, including Exhibits, must be labeled on the upper right with the Section title and Section reference, page number, and date. Pages within each Section and Exhibit must be numbered consecutively;

(5) ***Proposal Updates/Corrections****:* Each Offeror must submit its Proposal so that any update pages required by the Procuring Agencies can be easily incorporated into the Proposal. Should it be necessary for an Offeror to submit additional information in support of its Proposal, it must be submitted in accordance with the following: upon written notification by the Offeror and agreement by the Procuring Agencies, new or replacement pages may be placed in the Proposal. All new or replacement pages will show the date of the revision and indicate the portion of the page being changed. This latter requirement will be fulfilled by drawing vertical lines down both margins of all affected passages. All new/ replacement pages will be noted by the Procuring Agencies on the errata sheet to be placed at the front of the Proposal copy; and,

(6) ***Required Content of Proposals****:* The Proposal shall consist of three parts: 1) the Administrative Proposal, which must respond to the requirements set forth in Section III of this RFP; 2) the Technical Proposal, which must respond to the requirements set forth in Section IV of this RFP; and 3) the Cost Proposal, which must respond to the requirements set forth in Section V of this RFP.

c. Material Deviations

New York State Law prohibits NYS from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in the RFP. Consequently, each Offeror's Proposal must conform to the specifications, terms, and conditions set forth in this RFP and prospective Offerors are strongly advised to raise issues and/or concerns relating to this procurement during the question and answer phase rather than taking exceptions within their Proposals. Material deviations from the specifications, terms, and conditions set forth in the RFP may render the Proposal non-responsive and may result in rejection of the Proposal.

In general, a material deviation is one that would (1) impair the interests of NYS, (ii) place the successful Offeror in a position of unfair economic advantage, (iii) place other Offerors at a competitive disadvantage, or (iv) which, if it had been included in the original RFP, could have formed a reasonable basis for an otherwise qualified Offeror to change its determination concerning the submission of a Proposal. For example, a deviation that would substantially shift liability (risk) from the Offeror to NYS or substantially shift financial responsibility from the Offeror to NYS would be considered material.

Offerors are advised that Offeror's standard, pre-printed material (including but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Offeror's Proposal, unless specifically required by the RFP to be submitted as part of the Offeror's Proposal, will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Offeror for informational or promotional purposes only.

d. Proposed Alternatives or Enhancements

The Offeror's Proposal must adhere to the programmatic duties and responsibilities as described in the RFP. If the Offeror wishes to also submit an alternative approach to

addressing any duties and responsibilities of the RFP, it may do so, but any suggested modification, enhancement, and/or alternative approach must be presented in a separately bound and sealed submission marked "Alternatives." The information contained in this volume **will not be evaluated** during the procurement process. The only reference to any proposed "Alternatives" permitted in the Offeror's Technical or Cost Proposals is "(Alternative Proposed)." Any indication beyond this citation is strictly prohibited. Evaluation of all Proposals and the selection of the Successful Offeror shall be based only upon the Offeror's proposal regarding the duties and responsibilities set forth in the RFP, and shall not be based upon any such supplemental material.

8. Notification of Award

A proposed award notification letter will be sent to the selected Offeror indicating a conditional award subject to successful contract negotiations. The remaining Offerors will be notified of the conditional award and the possibility that failed negotiations could result in an alternative award. No public discussion or news releases relating to this RFP, the associated procurement process, including but not limited to the bid solicitation, proposal evaluation and award and contract negotiation processes or the Agreement shall be made by any Offeror or their agent without the prior written approval of the Procuring Agencies.

9. Debriefing

As stated in RFP, §II.A.8 above, proposed award notification letters will be sent to the selected and non-selected Offerors. At that time, Offerors will be advised of the opportunity to request a Debriefing and the timeframe by which such requests must be made, dependent upon the nature of the Debriefing, i.e., pre-award or post-award. Debriefings are subject to the Procuring Agencies' Debriefing Guidelines which are set forth in Exhibit I.H. entitled, "NYS Department of Civil Service Debriefing Guidelines." An unsuccessful Offeror's written request for a debriefing shall be submitted to:

Pharmacy Benefit Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
Fax: 518-402-2835
E-Mail: 2014RxBenefitRFP@cs.state.ny.us

10. Submission of Award Protests

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this RFP, all Offerors agree to be bound by its terms including, but not limited to, the process by which an Offeror may submit protests of the selection award for consideration. In the event that an Offeror decides to protest the selection decision, the Offeror may raise such issue according to the following provisions.

a. Process for Submitting Post Award Protests of the Selection Decision

(1) ***Time Frame**:* Any protest of the selection decision must be received no later than ten (10) business days after an Offeror's receipt of written notification by the Department of a conditional award.

(2) ***Content**:* The submission of the protest must clearly and fully state the legal and/or factual grounds for the protest and must include all relevant documentation.

(3) ***Format of Submission**:* All submissions of protest must be in writing and submitted to the Pharmacy Benefit Services Procurement Manager at the following address:

Pharmacy Benefit Services Procurement Manager
ATTN: Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

A protest of the selection decision must have the following statement clearly and prominently displayed on the envelope or package:

"Submission of Selection Protest for the Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs"

Any assertion of protest which does not conform to the requirements set forth in this section shall be deemed waived by the Offeror, and the Offeror shall have no further recourse.

b. The Review Process for Submission of Protests

The Procuring Agencies shall conduct the review process of submitted protests. The Department's Commissioner may appoint a designee to review the submission and to make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Procuring Agencies but, in any event, shall be someone who has not participated in the preparation of this RFP, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or her designee, as the case may be, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee.

The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the Procuring Agencies' final determination in the matter.

In the event that an Offeror protests the selection decision, the Procuring Agencies shall continue working with the selected Offeror pending the outcome of the protest. Any Offeror whose Proposal might become eligible for a conditional award in the event that the intended selection is disqualified may be asked to extend the time for which their Proposal shall remain valid.

The Procuring Agencies reserve the right to determine and to act in the best interests of the State in resolving any post award selection protest.

11. Procuring Agencies Reservation of Rights (Amended April 4, 2012)

In addition to any rights articulated elsewhere in this RFP, the Procuring Agencies reserve the right to, as applicable:

a. Make or not make a single joint award under the RFP, either in whole or in part. In addition, NYSIF further reserves the sole right not to make an award under the RFP, in whole or in part, however, a decision by NYSIF to not make an award in whole or in part, shall not preclude the Department from making an award for those components of the RFP applicable to the Department, in whole or in part. If NYSIF chooses not to make an award in whole under the RFP, but the Department does choose to make an award, in whole or in part, then the NYSIF Program shall be deemed to be withdrawn from the RFP and Offerors Proposals will be scored accordingly as provided for in the Procurement's detailed evaluation criteria;

b. Prior to the bid opening, amend the RFP. If the Procuring Agencies elect to amend any part of the RFP, notification of the amendment will be provided to all organizations who submitted a Notice of Bidding Intention Form (**Exhibit I.J**) via e-mail, facsimile or mail. Any amendments will also be posted to: www.cs.ny.gov/PharmacyBenefitRFP/index.cfm.

c. Prior to the bid opening, direct Offerors to submit Proposal modifications addressing subsequent RFP amendments;

d. Withdraw the RFP, at any time, in whole or in part, at the Procuring Agencies' sole discretion. The Department and NYSIF separately reserve the right to withdraw their respective components from the RFP, in whole or in part. Should the Department, at any time, choose to withdraw its respective components from the RFP, in whole, NYSIF's components will be deemed to be withdrawn in whole. A determination by NYSIF to withdraw its respective components, in part or in whole, regardless of when that decision is made, shall have no effect or impact on the Department or the Department's decision to withdraw or not withdraw the Department's respective components of the RFP;

e. Waive any requirements that are not material;

f. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of the RFP;

g. Require clarification at any time during the Procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete

understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this RFP;

h. Reject any or all Proposals received in response to this RFP, at its sole discretion;

i. Change any of the scheduled dates stated in this RFP;

j. Seek clarifications and revisions of Proposals;

k. Establish programmatic and legal requirements to meet either or both of the Procuring Agencies' needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;

l. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;

m. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals ~~(e.g., if prior to completion of the Business Model Assessment , NYSIF were to determine it was in NYSIF's best interests not to make a contract award)~~;

n. Use the Proposal, information obtained through any site visits, management interviews, and the Procuring Agencies' own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Procuring Agencies' request for clarifying information, if any, in the course of evaluation and selection under this RFP;

o. Negotiate with the successful Offeror within the scope of the RFP in the best interests of the Department and NYSIF, or the Department or NYSIF, as applicable; and

p. Utilize any and all ideas submitted in the Proposal(s) received.

12. Limitation of Liability

The Procuring Agencies are not liable for any cost incurred by any Offeror prior to approval of the Agreement by OSC. Additionally, no cost will be incurred by the Procuring Agencies for any prospective Offeror or Offeror's participation in any procurement related activities.

The Procuring Agencies have taken care in preparing the data accompanying this RFP (hard copy Exhibits, website Exhibits, and sample document exhibits). However, the Procuring Agencies do not warrant the accuracy of the data; the numbers or statistics which appear in hardcopy Exhibits, website Exhibits, and sample document exhibits referenced throughout this RFP which are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposals at their own discretion.

B. Compliance With Applicable Rules, Laws, Regulations & Executive Orders

This Procurement is being conducted in accordance with, and is subject to, the competitive bidding laws of the State of New York (New York State Finance Law, Article 11) and it is governed by, at a minimum, the legal authorities referenced below. All Offerors must fully comply with the provisions and set forth in this Section II.B. of the RFP. The Procuring Agencies will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions whose Proposal contains the Statements, Formal Certifications, and Exhibits submissions required hereunder.

1. Public Officers Law

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former NYS employees. In signing its Proposal, each Offeror guarantees knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification

from the procurement process, termination, suspension or cancellation of the Agreement and criminal proceedings as may be required by law. Per RFP §III.C, Offerors must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed **Exhibit I.M** in the Offeror's Administrative Proposal.

2. Omnibus Procurement Act of 1994 and its 2000 Amendment

Offerors are hereby notified that, if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State vendors, and if the goods or services they offer would be produced or performed substantially outside New York State, the Omnibus Procurement Act of 1994 and its 2000 amendments require that they be denied contracts which they otherwise could obtain.

The list of jurisdictions subject to this provision is set forth in Article 21 of Appendix A.

3. Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities ("EEO") for Minority Group Members and Women

New York State Law:

Pursuant to New York State Executive Law Article 15-A, the Procuring Agencies recognize their obligation under the law to promote opportunities for the maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of the Procuring Agencies' contracts. By submitting a Proposal in response to this procurement, the Offeror agrees to comply with the provisions of the RFP, including but not limited to Appendix D, entitled "Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures" and the requirements set forth herein.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the

"Disparity Study"). The Disparity Study can be accessed at:
http://www.esd.ny.gov/MWBE/Data/NERA_NYS_Disparity_Study_Final_NEW.pdf
The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Procuring Agencies establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs:

DCS - For purposes of this Procurement, the Department hereby establishes an overall goal of 20% for MWBE participation as relates only to the administrative cost component of the overall cost of the Contract.

NYSIF - For purposes of this Procurement, the NYSIF hereby establishes an overall goal of 20% for MWBE participation as relates only to the administrative cost component of the overall cost of the Contract. The Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that the Procuring Agencies may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.nylovesmwbe.ny.gov/cf/search.cfm.

For guidance on how the Procuring Agencies will determine the Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Offeror/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and the Procuring Agencies may withhold payment from the Contractor as liquidated damages.

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

By submitting a Proposal, the Offeror/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

a. Offerors are required to submit a MWBE Utilization Plan - Form MWBE-100 (RFP, Exhibit I.O. (A) (B)) setting forth the Offeror's proposed plan to utilize MBEs and WBEs as subcontractors and suppliers under the Contract and a Certification of Good Faith Efforts - Form MWBE-104 (RFP, Exhibit I.Q. (A) (B)) with their Proposal. Any modifications or changes to the MWBE Utilization Plan after contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted separately to DCS and/or NYSIF as applicable.

b. The Procuring Agencies will review the submitted MWBE Utilization Plan and advise the Offeror of the Procuring Agencies' acceptance or issue a notice of deficiency prior to contract award.

c. If a notice of deficiency is issued, the Offeror agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Pharmacy Benefit Services Procurement Manager, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Procuring Agencies to be inadequate, the Procuring Agencies shall notify the Offeror and direct the Offeror to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form MWBE-101 entitled "Request for Waiver Form" available at: http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm. Failure to

file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

d. The Procuring Agencies may disqualify an Offeror as being non-responsive under the following circumstances:

(1) If an Offeror fails to submit a MWBE Utilization Plan;

(2) If an Offeror fails to submit a written remedy to a notice of deficiency;

(3) If an Offeror fails to submit a request for waiver, if applicable; or

(4) If the Procuring Agencies determine that the Offeror has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the Contract to DCS and/or NYSIF as applicable, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit separate Contractor's Quarterly M/WBE Contractor Compliance Reports - Form MWBE-103 to the DCS and NYSIF respective Contract Managers, as applicable, at the address set forth in the Agreements, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. Form MWBE-103 is available at: http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm

Equal Employment Opportunity Requirements:

By submission of a Proposal in response to this procurement, the Offeror/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements

thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Offeror/Contractor further agrees to submit with its Proposal an EEO Staffing Plan – Form EEO-100 (RFP, Exhibit I.G(A) and (B)) identifying the anticipated work force to be utilized on the project and if awarded the contract, will, upon request, submit to DCS and/or NYSIF, as applicable, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

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

Per RFP §III.C, executed copies of:
Exhibit I.G(A) and (B) entitled "EEO Staffing Plan (form EEO-100),"
Exhibit I.Q (A) and (B) entitled, "Certification of Good Faith Efforts (form MWBE-104)"; and
Exhibit I.O(A) and (B) entitled, "MWBE Utilization Plan (form MWBE-100)"

must be submitted as part of the Offeror's Administrative Proposal.

4. Americans with Disabilities Act

The Contractor will be required to assure its compliance with the Americans with Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement shall be accessible under Title II of the Americans with Disabilities Act, and as otherwise may be required under the Americans with Disabilities Act by submitting a completed Compliance with Americans with Disabilities Act form (**Exhibit I.N**) in the Offeror's Administrative Proposal.

5. MacBride Fair Employment Principles Act & Non-Collusive Bidding Certification

In accordance with Chapter 807 of the Laws of 1992, Offerors must certify whether they or any individual or legal entity in which the Offeror holds a ten percent (10%) or greater ownership interest, or any individual or legal entity that holds a ten percent (10%) or greater ownership in the Offeror have business operations in Northern Ireland. If an Offeror does have business operations in Northern Ireland, they must certify that they are taking lawful steps in good faith to conduct such business operations in accordance with the MacBride Fair Employment Opportunity Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

The Procuring Agencies also requires that Offerors certify that prices in their Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition with any other Offeror or competitor. In addition, that unless required by law, the prices quoted in the Offeror's Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly, indirectly, to any other Offeror or to any competitor. Offerors must also certify that no attempt has been made or will be made by the Offeror to induce any person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. An executed copy of the combined MacBride Act statement form and Non-Collusive Bidding Certification (**Exhibit I.D**) is required to be submitted in the Offeror's Administrative Proposal.

6. Vendor Responsibility Requirements – State Finance Law §163

New York State Finance Law §163 requires contracts for services and commodities be awarded on the basis of lowest price or best value "to a responsive and responsible Offeror." Furthermore, §163(9)f requires the Procuring Agencies to make a determination of responsibility of the proposed contractor prior to making an award.

To assist the Procuring Agencies in evaluating the responsibility of Offerors, a completed **"New York State Standard Vendor Responsibility Questionnaire"** must be submitted in the Offeror's Administrative Proposal. A person legally authorized to represent the Offeror must execute the questionnaire. To the extent that the Contractor is proposing the use of Key Subcontractors (i.e., part of the Offeror's proposed Project Team), the Offeror must submit a completed "New York State Standard Vendor Responsibility Questionnaire" for each Key Subcontractor completed by a person legally authorized to represent the Key Subcontractor.

The Procuring Agencies recommend that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at: http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at: https://portal.osc.state.ny.us.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. The paper form is also included in the RFP as **Exhibit I.I "New York State Standard Vendor Responsibility Questionnaire."**

7. Tax Law Section 5-a Certification Regarding Sales and Compensating Use Taxes

Section 5-a of the New York Tax Law requires that any contract valued at more than $100,000 entered into by a NYS agency shall not be valid, effective, or binding against the agency unless the Contractor certifies to the Tax Department that it is registered to collect New York State and local sales and compensating use taxes, if the Contractor made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, the Contractor must certify to the Tax Department that each affiliate and Key Subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. For the purpose of this requirement, "affiliate" means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The Contractor also must certify to the procuring state entity that it filed the certification with the Tax Department and that the certification is correct and complete. Accordingly, in the event the value of the Agreement exceeds $100,000, the Contractor must file a properly completed Form ST-220-CA (**Exhibit I.E**) with the Procuring Agencies and a properly completed FormST-220-TD (**Exhibit I.F**) with the Department of Taxation & Finance before the Contract may take effect. In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Procuring Agencies if the Agreement's term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

Submission of these forms (ST-220-CA and ST-220-TD) is not required at time of Proposal submission; however, the selected Offeror will be required to complete and submit these forms as a condition of contract award. These forms may also be found at: www.tax.ny.gov/forms/sales_cur_forms.htm

8. **Disclosure of Proposal Contents – Freedom Of Information Law ("FOIL")**

NOTICE TO OFFEROR'S LEGAL COUNSEL

All materials submitted by an Offeror in response to this RFP shall become the property of the Procuring Agencies and may be returned to the Offeror at the sole discretion of the Procuring Agencies. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Procuring Agencies. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Procuring Agencies and may also be evaluated by staff of other NYS agencies interested in the provision of the subject services including, but not limited to, the Division of the Budget, unless otherwise expressly indicated in this RFP. The Procuring Agencies has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this RFP.

To request that materials be protected from FOIL disclosure, the Offeror must follow the procedures below regarding the New York State Freedom of Information Law (FOIL). If an Offeror believes that any information in its Proposal or supplemental submission(s) constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing **Exhibit I.C "Freedom of Information Law – Request for Redaction Chart."** The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Page 2 of **Exhibit I.C** contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, summary allegations that material is proprietary or trade-secret are inadequate and will not result in protection from FOIL disclosure.

Note: Offerors are advised that Exhibit I.C, as a part of the Offeror's Proposal, is subject to disclosure under FOIL. Offerors should also highlight any parts of Exhibit I.C which the Offeror wishes to protect from FOIL disclosure.

Per RFP, §III.C, the completed **Exhibit I.C** must be submitted in the Offeror's Administrative Proposal. If the Offeror chooses not to assert that any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should so advise the Procuring Agencies by checking the applicable box on **Exhibit I.C** and including the completed form in the Offeror's Administrative Proposal or with the supplemental submission, as applicable. If a completed **Exhibit I.C** form is not contained in the Offeror's Proposal or enclosed with a supplemental submission, the Procuring Agencies will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable should be protected from FOIL disclosure.

The FOIL-related materials described herein will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process.

Requested Redactions CD and Hard Copy:

In addition, at the time of Proposal submission the Offeror is requested to submit both a separately bound hardcopy and an electronic copy (on CD in Adobe Acrobat format) of the complete Proposal noting each the specific item requested to be protected from FOIL disclosure by highlighting in yellow (the Procuring Agencies' preference), each item in a manner such that the material remains visible. The electronic copy should contain no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal). No security should be applied to the Adobe Acrobat files. Both the hardcopy and CD should be clearly labeled "Pharmacy Benefits Services - Requested Redactions" and dated.

The Offeror must also submit an additional electronic copy (on CD in Adobe Acrobat format) with the requested redactions electronically highlighted in black ("blacked out") for, at the Procuring Agencies' sole discretion, posting to the procurement website upon completion of the procurement process. The electronic copy should contain no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal). This additional CD should be clearly labeled "Pharmacy Benefits Services – Redacted Version of Proposal" and dated. (Note: Offerors are advised that a copy of the redacted Agreement with the Procuring Agencies may also be posted to the website at that time.)

If, after the Proposal Due Date, if the Offeror makes any supplemental submission(s) during the procurement process that it wishes to protect from FOIL disclosure, the Offeror should submit such supplemental submission(s) with a completed **Exhibit I.C** in hardcopy and on CD in Adobe Acrobat format noting each specific item requested to be protected from FOIL disclosure by highlighting in yellow (the Procuring Agencies' preference), each item, in a manner such that the material remains visible. No security should be applied to the Adobe Acrobat file. The hardcopy should be separately bound, if applicable and both the hardcopy and CD clearly labeled "Pharmacy Benefits Services - Supplemental Submission #x - Requested Redactions" and dated. Each supplemental submission should be sequentially numbered (e.g., Supplemental Submission #1 - Requested Redactions …, Supplemental Submission #2 – Requested Redactions, etc.).

The Offeror should also submit an additional electronic copy (on CD in Adobe Acrobat format with the requested redactions electronically highlighted in black ("blacked out") for, at the Procuring Agencies' sole discretion, posting to the procurement website upon completion of the procurement process. This additional CD should be clearly labeled "Pharmacy Benefits Services – Supplemental Submission #x - Redacted Supplemental Submission #x" and dated. Each supplemental submission should be sequentially numbered (e.g., Supplemental Submission #1 - Redacted Supplemental Submission …, Supplemental Submission #2 - Redacted Supplemental Submission, etc.)

In the event any material is requested pursuant to FOIL, the Procuring Agencies will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

9. Compliance with New York State Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Procuring Agencies shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the Procuring Agencies, the selected Offeror and Key Subcontractor(s), if any, will be required to verify for the Procuring Agencies, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise

in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed in **Exhibit I.W** – Compliance with NYS Workers' Compensation Law. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at 518-486-6307. You may also find useful information at their website: http://www.wcb.state.ny.us.

Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

Submission of the insurance verification information is **not** required at the time of submission; however, the Procuring Agencies would prefer the Offeror submit this insurance verification information with the Administrative Section, if possible.

To the extent that the Offeror is proposing the use of Key Subcontractors (i.e., part of the Offeror's proposed Project Team), the Offeror must verify for the Procuring Agencies, on forms authorized by the New York State Workers' Compensation Board, the fact that the Key Subcontractors" are properly insured or are otherwise in compliance with the insurance provisions of the WCL.

SECTION III: ADMINISTRATIVE PROPOSAL REQUIREMENTS

This Section of the RFP sets forth the requirements for the Offeror's Administrative Proposal submission, including the Minimum Mandatory Requirements that must be satisfied to qualify an Offeror to be considered for selection. The Procuring Agencies will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals that they determine to be in compliance with the requirements set forth in this Section III.

The Offeror's *Administrative Proposal* must respond to all of the following items as set forth below in the order and format specified and using the forms set forth in the RFP. Additional details pertaining to the required forms are found in Section II.B. Compliance With Applicable Rules, Laws, Regulations & Executive Orders, and Section III.

The *Administrative Proposal* must contain the following information, in the order enumerated below:

A. Formal Offer Letter (Amended April 4, 2012)

At this part of its Administrative Proposal, the Offeror must submit a formal offer in the form of the **"Formal Offer Letter"** as set forth in **Exhibit I.S**. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. Each of the ~~two~~ four copies of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. The Offeror must accept the terms and conditions as set forth in RFP, Section VII and Appendices A, B (DCS), B (NYSIF), C (DCS only) and D (DCS only) and agree to enter into separate contractual agreements with the Department and NYSIF containing, at a minimum, the terms and conditions identified in the RFP section and appendices as cited herein (**Note:** Appendix A, "Standard Clauses for New York State Contracts" is basically a compilation of statutory requirements applicable to all persons and entities contracting with NYS and therefore has been deemed to be non-negotiable by the Offices of the Attorney General and the NYS Comptroller. Appendix B, "Standard Clauses for All Department Contracts," Appendix B, "Standard Clauses for All NYSIF Contracts," Appendix C (DCS only), "Third Party Connection and Data Exchange Agreement," and Appendix D, "Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and

Procedures" are compilations of standard clauses/requirements for the contracts and also are non-negotiable.) If an Offeror proposes to include the services of a Key Subcontractor(s), the Offeror shall be required to assume responsibility for those services as "Prime Contractor." The Procuring Agencies will consider only the Prime Contractor in regard to contractual matters.

B. Minimum Mandatory Requirements

The Procuring Agencies will only accept Proposals from Offerors that attest and demonstrate through current valid documentation to the satisfaction of the Procuring Agencies that the Offeror meets the Proposal's Minimum Mandatory Requirements set forth herein this Section III.B. At this part of its Administrative Proposal, the Offeror must submit a completed **Exhibit I.T "Offeror Attestations Form"** representing and warranting that the Offeror:

1. as of the Proposal Due Date, possesses the legal capacity to enter into contracts with the Procuring Agencies.

2. as of the Proposal Due Date, has the capability to dispense all covered prescriptions, including Compound Drugs, through the mail service pharmacy process. The Offeror must attest that it either owns or has subcontracted, a currently operational facility(ies) with available capacity to fully administer the Program's Mail Service Pharmacy Process. The Offeror must attest that it will be capable of processing all the Programs' mail order prescriptions as of January 1, 2014. The Programs do not require the facility(ies) processing prescriptions under the mail service pharmacy process be within New York State. Any facility serving the Programs' mail service pharmacy process must be registered with the NYS Education Department and meet all the requirements of Section 6808 of the New York State Education Law. The Offeror must recognize the full prescribing authority of medical professionals granted by NYS where allowed by state law.

3. as of the Proposal Due Date, has the capability to dispense Specialty Medications through one or more Designated Specialty Pharmacy(ies), for those Employee groups participating in the Specialty Pharmacy Program.

4. as of the Proposal Due Date, provides Point of Service prescription claims adjudication and pharmacy benefit management services for a minimum of five million (5,000,000) lives.

The Offeror must provide a list of client organizations with the number of lives served through each client to clearly demonstrate that the Offeror meets the minimum requirement of five million (5,000,000) lives. In determining lives, the Offeror should:

a. Include both at-risk and fee-for-service business;

b. Include Medicaid business;

c. Count all lives [i.e., DCS: an Enrollee, a Dependent spouse and two (2) eligible Dependent Children count as four (4) – NYSIF: Claimant (1)];

d. Exclude any non-Pharmacy benefit management business;

e. Exclude any mail service only lives; and

f. Exclude any discount card program lives.

5. as of the Proposal Due Date, has a proposed retail pharmacy network for the Programs that meets the following minimum Retail Pharmacy Network access guarantees:

a. Ninety percent (90%) of Enrollees in urban areas will have at least one (1) Network Pharmacy within two (2) miles;

b. Ninety percent (90%) of Enrollees in suburban areas will have at least one (1) Network Pharmacy within five (5) miles; and

c. Seventy percent (70%) of Enrollees in rural areas will have at least one (1) Network Pharmacy within fifteen (15) miles.

To demonstrate satisfaction of this requirement, the Offeror must submit all information required below based on the Geo-Coded Census file provided by the Procuring Agencies **(Exhibit II.A)**. Based on these files the Offeror must submit with their Administrative Proposal the following:

a. **Exhibit I.Y.4** – Offeror's Current Retail Pharmacy Network Access Prerequisite Worksheet;

b. Offeror's GeoAccess Report to Meet Minimum Mandatory Requirements (See Exhibit II.A – GeoAccess Reporting Format);

c. **Attestation** – The Offeror must attest that, as of the Proposal Due Date, it holds executed contracts with all pharmacies identified in its proposed Retail Pharmacy Network File, Exhibit I.Y.3 with a Pharmacy Status equal to "C" - contracted (See Exhibit I.Y.2 for the file layout) for participation in the Programs Retail Pharmacy Network commencing on January 1, 2014 that are consistent with the duties and responsibilities of the Offeror set forth in Section IV.B.11. of this RFP. To fulfill this requirement, the Offeror may utilize executed, specific to the Programs, pharmacy contracts contingent on award and/or existing pharmacy agreements that can be made applicable to the Programs. The Offeror must also attest that it has completed its credentialing process for all pharmacies included in that file with a Pharmacy Status equal to "C" - contracted. The Offeror must agree to provide documentation, including contracts, as required to demonstrate satisfaction of this requirement.

All Enrollees must be counted in calculating whether the Offeror meets the Retail Pharmacy Network access guarantees. No Enrollee may be excluded even if there is no pharmacy located within the minimum mandatory access requirements.

Note: The Offeror's proposed retail pharmacy network access standards will be scored as part of the evaluation of the Offeror's retail pharmacy network and the Offeror's Network Pharmacy Access Guarantees will be evaluated in accordance with the criteria specified in Section VI, entitled "Evaluation and Selection Criteria."

6. understands and agrees to comply with all specific duties and responsibilities set forth in Section IV.B.3. of this RFP, entitled "Implementation," including Section IV.B.3.b.(2) requiring the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.

Note: The Offeror's proposed Implementation and Start-Up Guarantee will be evaluated in accordance with the criteria specified in Section VI, entitled "Evaluation and Selection Criteria."

7. will maintain and make available as required by the Procuring Agencies a complete and accurate set of records related to the Agreements resulting from this RFP as required by Appendices A and B and the draft Agreements set forth in Section VII of this RFP. This includes, but is not limited to, pharmacy contracts, manufacturer's rebate agreements, detailed claim records, and any and all other financial records as deemed necessary by the Procuring Agencies to discharge their fiduciary responsibilities to the Programs' participants and to ensure that public dollars are spent appropriately.

8. will participate in a responsibility determination that will include an assessment of the Offeror's financial protections and transparency. This may require the Offeror , at the Procuring Agencies' sole discretion, to submit documentation in support of the responsibility determination. This part of the responsibility determination will evaluate compliance with, but not limited to, the following:

   a. Alignment of the Offeror's business model with the financial interests of the Programs;

   b. Adequacy of the financial protections proposed by the Offeror to address any conflicts presented between the Offeror's business model and the best financial interests of the Programs; and

   c. Transparency of all business relationships relating to the Programs. This includes but is not limited to sufficient documentation of existing business relationships to allow the Procuring Agencies to verify the reasonableness of the Offeror's Proposal.

9. has submitted as part of its Proposal, if so required by the RFP, or will submit all Transmittal letters, Statements, Formal Certifications and Exhibits as required in Section II of this RFP related to the Offeror's compliance with all rules, laws, regulations and executive orders.

10. will execute the duties and responsibilities set forth in Section IV of this RFP in strict conformance to the requirements described in that section of the RFP.

11. has the ability to adjudicate all Point of Service claims under the Programs using the applicable copayments (DCS only) for brand and generic drugs as defined in Section IV of this RFP.

12. has current URAC accreditation in the area of Pharmacy Benefit Management.

Note: Any Offeror which fails to satisfy any of the above Minimum Mandatory Requirements shall be eliminated from further consideration.

C. Exhibits

At this part of its Administrative Proposal, the Offeror must complete and submit the various Exhibits specified in Section II.B. and Section III of this RFP, in satisfaction of the regulatory requirements described therein. A listing of the required Exhibits is set forth below:

Exhibit Name	Exhibit #
Proposal Submission Requirement Checklist	**Exhibit I.A**
Freedom of Information Law – Request for Redaction Chart	**Exhibit I.C**
MacBride Statement and Non-Collusive Bidding Certification	**Exhibit I.D**
EEO Staffing Plan (form EEO-100)	**Exhibit I.G**
Debriefing Guidelines	**Exhibit I.H**
New York State Standard Vendor Responsibility Questionnaire	**Exhibit I.I**
Offeror's Affirmation of Understanding and Agreement	**Exhibit I.K**
Compliance with Public Officers Law Requirements	**Exhibit I.M**
Compliance with Americans with Disabilities Act	**Exhibit I.N**
MWBE Utilization Plan (form MWBE-100)	**Exhibit I.O**
Offeror's Certification of Compliance Pursuant to State Finance Law §139-k	**Exhibit I.P**
Certification of Good Faith Efforts (form MWBE-104)	**Exhibit I.Q**
Formal Offer Letter	**Exhibit I.S**
Offeror Attestations Form	**Exhibit I.T**
Key Subcontractors	**Exhibit I.U**
Program References	**Exhibit I.V**
Participation/Non-Participation Status of Certain Chain Pharmacies	**Exhibit I.Y.1**
Offeror's Proposed Retail Pharmacy Network File	**Exhibit I.Y.3**
Offeror's Proposed Retail Pharmacy Network Access Prerequisite Worksheet	**Exhibit I.Y.4**

Note: If not already provided to the Procuring Agencies prior to Proposal submission, the Offeror must enclose a completed Exhibit I.K "Offeror's Affirmation of Understanding and Agreement."

D. Key Subcontractors

At this part of its Administrative Proposal, the Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Prescription

Drug Program services and must, for each such Key Subcontractor identify, complete and submit **Exhibit I.U "Key Subcontractors"**:

1. provide a brief description of the services to be provided by the Key Subcontractor; and

2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

   The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Prescription Drug Program services, the Offeror must provide a statement to that effect.

E. Reference Checks

At this part of its Administrative Proposal, for the purpose of reference checks, the Offeror must provide four (4) references of current clients and one reference of a former client(s) for whom the Offeror has supplied prescription drug services similar to those described in this RFP. The number of covered lives covered by the Offeror for each referenced client must be at least 100,000. For each client reference provided, the Offeror must complete and submit **Exhibit I.V "Program References."** The Offeror shall be solely responsible for providing contact names, e-mail addresses and phone numbers of client references who are readily available to be contacted by the State.

F. Financial Statements

At this part of its Administrative Proposal, the Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor, if any, that provides any of the Prescription Drug Program services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key

Subcontractor must make arrangements for the procurement evaluation team to review the financial statements.

Note: If financial statements have not been prepared and/or audited, the Offeror /Key Subcontractor must provide the following as part of its Administrative Proposal: a letter from a bank reference attesting to the Offeror/Key Subcontractor's financial viability and creditworthiness. (Note: For purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an Affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "*The (Offeror/Key Subcontractor's name) is currently and has been for "x" number of years a client in good standing";*

2. a description of any ownership/partner relationship that may exist between the parties, if any. (**Note:** One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,

3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror /Key Subcontractor's financial viability and creditworthiness concerning the nature and scope of the Program Services, which are the subject matter of this RFP, and the Parties (i.e., Department or NYSIF, as applicable and the Offeror or the Offeror and Key Subcontractor) contractual obligations should the Offeror be awarded the resultant contract(s).

(Amended March 8, 2012)

G. <u>Request for Data Necessary to Submit a Proposal</u>

Offerors intending to submit a Proposal will require a DCS Program claim data file to be used to re-price claim data required in Section V.C.2. as well as a list of the current DCS Program Retail Network Pharmacies that have submitted claims during the period November 12, 2010 through October 28, 2011 to be used by the Offeror in response to Section IV.B.11. of this RFP, under subheading "Retail Pharmacy Network."

The DCS Program claims data file and Retail Network Pharmacy File can be obtained by sending a letter requesting both files and including a properly executed **Exhibit I.Z**, **Confidentiality Agreement and Certificate of Non-Disclosure** ~~and **Exhibit I.T, Offeror Attestations Form,** attesting that the prospective Offeror meets the Minimum Mandatory Requirements of Section III.B. of this RFP~~. The letter must be signed and executed by an individual with the capacity and legal authority to bind the prospective Offeror. The letter and properly executed Confidentiality Agreement and Certificate of Non-Disclosure ~~and Offeror Attestations forms~~ must be sent to:

Pharmacy Benefit Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, New York 12239

The DCS Program claims data File Retail Network Pharmacy file will only be sent to those prospective Offerors that request said files via submission of the pre-requisite letter referred to above, accompanied by properly executed **Exhibit I.Z** ~~and **Exhibit I.T,** attesting that they meet the Minimum Mandatory Requirements of Section III.B. of this RFP~~ form~~s~~.

Additionally, a data file of NYSIF Program claims for the period November 1, 2010 through November 1, 2011 will also be provided for informational purposes to those Offeror's that request said file via submission of the letter and exhibit~~s~~ noted in the preceding paragraph.

Upon receipt of said letter and forms, the prospective Offerors will be contacted to arrange secure delivery of the Program claim files and DCS Program Network Pharmacy Data file- along with the accompanying record layout and instructions for completing the Re-Priced Claims File for submission with the Offeror's Proposal.

Note: ~~Prospective Offerors are solely responsible for the delivery of the pre-requisite letter and properly executed forms by the deadline stated in Section II of this RFP.~~ Prospective Offerors should ensure the data files are provided in a timely manner.

The Procuring Agencies are not responsible for delays attributable to United States mail deliveries or any other means of transmittal, or for delays caused by the prospective Offeror due to their submission of incomplete, inaccurate or incorrect information.

H. Financial Protections and Transparency

It is the goal of the Procuring Agencies to select an Offeror that provides clinically sound Program Services in a manner that aligns the financial interests of the Programs and the Offeror. The Procuring Agencies expect a commitment to full transparency which provides a level of confidence otherwise not present as undisclosed agreements with manufacturers and/or pharmacies can create real or perceived conflicts between the interests of the Programs and the Offeror. The receipt of revenue or other non-revenue considerations not related to the Programs' utilization from pharmaceutical manufacturers or other entities involved in the provision of drugs to Program Enrollees/Claimants is not a disqualifying factor provided the Offeror 's business model protects the clinical and financial interests of the Programs and eliminates real or perceived conflicts of interests. Detailed disclosure of such relationships is necessary to fully evaluate the value of the Offeror's Proposal both for 2014 and for the remaining years of the agreement resulting from this RFP.

Note: For the purposes of this Section III.H. **and the information to be provided by Offerors in their Administrative Proposal, in regard to this Section III.H.**, the term "Offeror" shall mean the Offeror, the Offeror's Affiliate(s), Key Subcontractor(s), if any or a Key Subcontractor's Affiliate(s).

The Offeror may be required to submit documentation in support of any attestations made as part of this responsibility determination. The responsibility determination will assess, but not be limited to, the following:

1. Alignment of Financial Interests

The Offeror's business model must align itself with the financial interests of the Programs.

a. Alignment of Financial Interest Questions:

(1) In detail, please describe how the Offeror's business model aligns itself with the financial interests of the Programs.

(2) Please list and describe aspects of the Offeror's business model that may be perceived to have a conflict of interest with the Programs. For each conflict of interest identified by the Offeror, please describe what firewalls and/or other controls, policies and procedures which a reasonable person would expect to provide corrective or mitigating action to adequately safeguard or protect the Procuring Agencies against any conflict of interest which have been or will be implemented by the Offeror.

2. Pharmaceutical Manufacturer Revenue

The Contractor, under the resultant Agreements from this RFP, is required to maximize savings for the Programs through negotiation of direct discounts from manufacturers and pass along those savings to the Programs. In addition, all Pharma Revenue agreements with manufacturers and other entities applicable to the Programs must meet or exceed the Offeror's best existing Pharma Revenue agreements for all individual drugs. The Contractor must ensure that in no instance will the Programs receive less Pharma Revenue (as a percentage of claims) in any therapeutic class than other clients of the Offeror with a comparable benefit design and consistent preferred drug designations in the class provided the Programs' utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients (as a percentage of claims).

The Contractor must provide to the Procuring Agencies, on an ongoing basis, access to all Pharma Revenue agreements, calculations and distribution records to fully verify contract compliance and verify proper crediting of Pharma Revenue amounts due the Programs. Please answer the following questions with respect to how the Offeror's business model generates and distributes Pharma Revenue to the Offeror's clients.

a. Pharma Revenue Questions

(1) Please describe how the Offeror's business model maximizes Pharma Revenue from manufacturers for the net financial benefit of the Programs. Please detail how the Offeror's business model ensures that these Pharma Revenue streams do not

cause a conflict with the clinical and financial interests of the Programs. What unit within the Offeror organization negotiates the Pharma Revenue agreements with manufacturers? What unit within the Offeror organization negotiates drug acquisition costs? How does the Offeror ensure that Pharma Revenue is not traded for lower acquisition costs or other cost considerations where the Offeror clients are not the primary beneficiary?

(2) Does the Offeror derive revenue or obtain other consideration or compensation from agreements with pharmaceutical manufacturers? If the Offeror derives revenue or obtains other consideration or compensation from agreements with pharmaceutical manufacturers, please identify the recipient(s) of such pharmaceutical manufacturer revenue or other consideration or compensation and explain the business relationships from which this revenue, consideration, and/or compensation is derived. If the revenue received is derived directly or indirectly from the Offeror's performance of Prescription benefit management functions, please detail the nature of the services provided in return for manufacturer funding, including, but not limited to, revenue derived from negotiated rebate sharing agreements with clients; revenues associated with administration of the rebate program; revenue derived from sharing of data gathered in the course of administering Prescription benefit plans; administration of clinical programs; and/or grant programs.

(3) Please explain in detail the process the Offeror utilizes to negotiate rebate and other revenue agreements with pharmaceutical manufacturers tied directly to specific drug utilization, including how therapeutic class is considered in the Offeror strategy to maximize the benefit of rebates on a net cost basis for the Offeror clients and how planned AWP increases are factored in. What is the process the Offeror is proposing to assure the Procuring Agencies that the Programs will not receive less Pharma Revenue in any therapeutic class than other clients of the Offeror with a comparable benefit design and consistent preferred drug designations in the class provided the Programs' utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients?

(4) Please describe in detail the process the Offeror utilizes to negotiate any other pharmaceutical manufacturer revenue streams not tied directly to specific drug utilization.

(5) Does the Offeror enter into a single Pharma Revenue agreement with pharmaceutical manufacturers related to a particular drug applicable to all clients or does the Offeror have multiple Pharma Revenue agreements applicable to individual clients or groups of clients? If the Offeror has multiple agreements, please describe the basis and rationale for multiple agreements with different terms related to the same drug? Does the Offeror enter into separate agreements with manufacturers related to revenue due the Offeror and revenue due the client attributable to utilization of a particular drug by clients? If the Offeror does enter into separate agreements in the normal course of business, please describe the basis and rationale for dividing Pharma Revenue attributable to the same client utilization. Please specify which agreement(s) the Offeror is proposing to utilize in managing the Programs. Please detail the process the Offeror is proposing to confirm compliance with the provision that the Programs receive all Pharma Revenue attributable to its utilization and that the Programs shall receive the full benefit of the best Pharma Revenue agreements between the Offeror and pharmaceutical manufacturers. Please confirm the Offeror's willingness to take whatever steps are deemed necessary by the Department/NYSIF to confirm compliance with this provision.

(6) Similarly, does the Offeror have a single agreement or multiple agreements with individual manufacturers pertaining to Pharma Revenue streams not directly tied to specific drug utilization? If the Offeror has multiple agreements, please describe the basis and rationale for entering into multiple agreements. Please specify which, if any, of these agreements would be applicable to the Programs. If there are current agreements that would be applicable to the Programs, please explain the benefit of these agreements to the Programs. If there are agreements not tied directly to specific drug utilization, and not applicable to Programs, please explain how clinical and financial decisions related to the Programs are not impacted by these agreements.

(7) Does the Offeror enter into standard agreements with all manufacturers? If so please describe the basis for calculating the amount of Pharma Revenue due from the manufacturer tied directly to specific drug utilization (i.e., if on a per unit basis is the amount calculated as percentage of AWP; percentage of WAC, or other method). If the Offeror agreements with manufacturers do not utilize a standard calculation method based on dispensed units, please detail any alternative method(s) used to calculate the amount due from the manufacturer? Does the Offeror enter into agreements with manufacturers that tie rebate levels to the Programs' market share of applicable drugs? If so, please give examples of such agreements for your book of business.

(8) Describe how the Offeror will be distributing Pharma Revenue rebates to the Programs based on the Programs' Preferred Drug Lists and Flexible Formulary benefit designs. Is there a difference in the calculation of rebates between the Offeror's formulary benefit designs, including factors such as varying coverage rules and other utilization and cost management programs (e.g. drug exclusions)? If so, explain.

(9) What record is kept of the calculation and distribution of Pharma Revenue to the Offeror clients? Please explain. Please confirm that the Offeror will provide full access to these records as necessary to confirm compliance with contract terms.

(10) Does the Offeror enter into Pharma Revenue agreements with pharmaceutical manufacturers that condition or tie revenue for one or more drugs based on the assigned formulary status of other products of the manufacturer? Does the Offeror's business model allow any other pharmaceutical manufacturer revenue stream not directly tied to specific drug utilization to ever be dependent on the formulary status of one or more products of the manufacturer? If the Offeror does enter into so-called "bundling arrangements with manufacturers" please describe the analysis conducted to ensure that such agreements are in the best interests of the Offeror clients.

(11) Please detail the Offeror's timeline for negotiating Pharma Revenue agreements with pharmaceutical manufacturers. How often do the Offeror Pharma Revenue agreements change with manufacturers? Is the process done on a pre-determined scheduled basis? If so, what is the scheduled time for modifications? What are the

factors that would cause the Offeror to renegotiate the Offeror Pharma Revenue agreements? How would the Programs be notified of these changes? When do the current agreements that the Offeror Proposal is based on expire?

(12) Does the Offeror have different Pharma Revenue agreements applicable to the Offeror mail order business than the Offeror client's retail business? If the Offeror does have independent mail order Pharma Revenue agreements please detail the rationale for different agreements. Do these mail order agreements provide for higher or lower total revenue on a unit basis than agreements applicable to drugs dispensed at retail. Please state the basis for calculation of the Offeror's mail order rebate agreements. If there are different calculations utilized for mail order rebates please define these different methods. Please provide a list of all drugs that the Programs would receive less Pharma Revenue when the Prescription is filled through the Mail Service Pharmacy Process as opposed to dispensed through a Network Pharmacy.

(13) Does the Offeror have different Pharma Revenue agreements applicable to the Offeror's Specialty Drugs/Medications dispensed through the Specialty Pharmacy Program as opposed to Specialty Drugs/Medications dispensed through the Retail Pharmacy Network? If so, please detail the rationale for different agreements.

(14) Would the addition of a large client, such as NYS, affect the Offeror's Pharma Revenue agreements with manufacturers? If yes, is this priced into the Offeror's Proposal? Confirm the Offeror's agreement that the Programs would get the full benefit of any renegotiation of Pharma Revenue agreements tied directly to specific drug utilization or other Pharma Revenue agreements not directly related to specific drug utilization.

(15) Indicate whether or not the Offeror is receiving any Pharma Revenue or other manufacturer revenue based on Generic Drug utilization in the GPI/GCN; and if so, what is the amount of the manufacturer revenue?

3. Retail Pharmacy Network Relationships

A second critical function of the Contractor is to contract a Retail Pharmacy Network that maximizes discounts to the Programs on Prescriptions dispensed from Network Pharmacies. The Offeror must provide responses to the following questions.

a. **Network Pharmacy Questions**

(1) Is the network the Offeror is proposing a standard network or has it been specifically contracted to administer the Programs?

Please answer questions 2 through 7 based on the Offeror's book of business:

(2) Please detail how the Offeror's business model provides an incentive for the Offeror to negotiate the deepest discounts with chain and independent pharmacies and to offer the full benefit of those discounts to the Programs? For instance, a proposal whereby the Programs receive the same or better reimbursement rates from Network Pharmacies than the Offeror pays Network Pharmacies when it administers a self-funded benefit would tend to demonstrate alignment of financial interests.

(3) Does the Offeror's book of business model provide for a single standard contract with participating Network Pharmacies with consistent terms applied to all of the Offeror clients, including brand name discount and identical MAC pricing? If no, please describe the basis and reasons for multiple contracts and/or amendments with individual pharmacies. Please indicate if Network Pharmacies will be reimbursed for the Programs' Generic Drug Prescriptions based on the Offeror's most favorable Network Pharmacy pricing arrangement, meaning lowest overall net cost, used to
reimburse Network Pharmacies. If not, please explain.

(4) Do all of the Offeror Network Pharmacy contracts contain specific pricing terms for Brand, Generic, and Compound Drugs? Are all pricing terms and formulas incorporated into formal contracts or amendments with Network Pharmacies?

(5) How do the Offeror's contracts set forth Brand Drug pricing? How do the Offeror's contracts set forth Generic Drug pricing? Do the agreements contain aggregate discount targets or guarantees for Generic Drugs dispensed? Do the contracts set forth an agreed upon discount rate for individual Brand Drug Prescriptions? Do the contracts set forth an overall target discount rate for all drugs, brand name and generic, dispensed? Does the Offeror negotiate specific aggregate discount targets

with any Network Pharmacy? For all drugs dispensed? For Brand Drugs dispensed? For Generic Drugs dispensed?

(6) If Program specific Retail Pharmacy Network contracts, or specific amendments, are to be utilized to administer the Programs, how will these agreements differ from standard Network Pharmacy contracts? Provide a copy of the Offeror's standard contract(s) for Network Pharmacies.

(7) In addition to negotiating agreements with Network Pharmacies on behalf of clients, does the Offeror have other business arrangements with Network Pharmacies from which the Offeror have derived revenues? If the Offeror derives revenue or obtains other consideration or compensation from agreements with Network Pharmacies please identify the recipient(s) of such Network Pharmacy revenue and explain the business relationship from which the revenue is derived. Please detail how the Offeror's business model ensures that these relationships do not create a real or perceived conflict with the clinical and financial interests of the Programs?

4. Drug Pricing

The Contractor must provide the Programs with aggressive drug pricing, including pass-through pricing on all Retail Pharmacy Network prescriptions, subject to a Minimum Guaranteed Discount. One DCS/NYSIF Program MAC list must be used for Generic Drugs dispensed through the Retail Pharmacy Network or at the Mail Service Pharmacy.

a. Drug Pricing Questions

(1) Please describe in detail how the Offeror's Generic Drug pricing model maximizes Generic Drug utilization and savings accruing to the financial benefit of the Programs.

(2) Describe in detail the process the Offeror will utilize to set unit pricing for individual Generic Drugs dispensed? Please detail how the Offeror sets and periodically updates MAC pricing, including all factors considered? Please detail any and all exceptions, if any, to the standard Generic Drug pricing process described above? How does this process promote the dispensing of the most cost-effective Generic Drug NDC within a particular GPI/GCN?

(3) How are "non-MAC'd" Generic Drugs priced under the Network Pharmacy agreements that are applicable to the Programs?

(4) Is the Offeror's Generic Drug pricing process described above incorporated in formally adopted corporate policies and procedures? Please explain.

(5) Does the Offeror maintain more than one pricing list (whether referred to as a MAC list or by some other name) for purposes of billing clients? If so, please indicate the number of pricing lists maintained for client billing purposes?

(6) Does the Offeror maintain one or more pricing lists (whether referred to as a MAC list or by some other name) for purposes of reimbursing Network Pharmacies? Does the Offeror have single reimbursement arrangements, utilizing a single consistent pricing list, with individual Network Pharmacies? Or, does the Offeror have multiple reimbursement agreements with individual Network Pharmacies that are assigned and utilized based on the client?

(7) If the Offeror maintains more than one list for either clients or pharmacies please describe the purpose and rationale for maintaining multiple lists.

(8) Does the Offeror manage the Offeror's MAC list pricing to a specific overall discount target or is pricing set on a drug by drug basis without a pre-determined discount target? Describe the process that is utilized to update the Offeror's MAC list including timelines.

(9) Will the Programs' MAC list be managed as or entirely unique and independent MAC list or will it be managed based on an existing MAC list? If the Programs MAC list is to be managed based on an existing MAC list, please identify that MAC list.

(10) In what regard, if any, will the pricing on the Programs MAC list differ from the Offeror's existing MAC list and for what reasons. Is that MAC list managed to an aggregate discount target? If it is managed to an aggregate discount target, what is that target? Is that discount target based on a discount off of all MAC'd drugs or all Generic Drugs dispensed (including non-MAC'd drugs dispensed)? Is that target

based on weighted or non-weighted utilization? Is the existing MAC list the most aggressively discounted MAC list the Offeror maintains?

(11) If the Programs MAC list is to be managed as an entirely independent list, please detail the price setting rules that will be applied? Please confirm that The Programs' MAC list will be managed to achieve discounts on an aggregate basis that both exceed the Guaranteed Minimum Discounts off of the aggregate AWP for Generic Drugs and exceed the most aggressively discounted MAC list in the Offeror's book of business.

(12) The Programs require that pricing be based on discounts off of Average Wholesale Price (AWP) as reported by the Medi-Span field coded R028 entitled "AWP unit price" or Red Book as proposed by the Offeror. Are the Offeror's Network Pharmacy agreements based on AWP? Is the AWP price the Offeror uses to calculate the price to the Programs the exact same AWP price the Offeror uses to calculate payments to Network Pharmacies for each individual Prescription?

(13) Is the Offeror's pricing (including AWP discounts, MAC and dispensing fees) equal to or better than all other clients of the Offeror? If it is not, please detail the reason for the Programs not being offered the equivalent or better pricing. If it is not the Offeror's best pricing in the Offeror's book of business, please identify any chain Network Pharmacy the Offeror will be earning positive spread on for each Brand Drug script dispensed to an Enrollee/Claimant of the Programs.

(14) Many pharmacies, in particular major chain pharmacies, have the capacity to purchase and fill Prescriptions from bulk stock. If a Network Pharmacy does not dispense a Prescription drug in the original manufacturer packaging, what criteria does the Offeror apply regarding the submission of a particular NDC for reimbursement purposes? Does the Offeror always bill clients and reimburse pharmacies based on the same AWP for the same NDC? If not please explain.

(15) Please detail all steps and requirements in the Offeror's process for pricing Compound Drugs as set forth in the Offeror's standard Network Pharmacy contract as well as

any expected modifications to the current process as a result of implementation of NCPDP D.0. Is this pricing formula consistently applied to reimburse pharmacies for Compound Drug claims in the Offeror's entire book of business?

(16) Does the Offeror's claims processing system have the capacity to collect and report information on more than one component of the Compound Drug?

(17) How will the Offeror's process ensure that a Prescription submitted falls within the Programs' definition of a Compound Drug set forth in the Contract Provisions, Section VII, (see Article I, entitled "Definition of Terms") of this RFP and should be subject to Compound Drug pricing? Does the Offeror have the right under its Network Pharmacy contracts to request submission of copies of Compound Drug Prescriptions to confirm that the Prescription was filled based on the Physician's "recipe" for the particular patient?

(18) If the Offeror does not have the current capacity to confirm that the script is, in fact, for a Compound Drug within the definition of Compound Drug set forth in the Contract Provisions, Section VII, (see Article I, entitled "Definition of Terms") of this RFP, what process will the Offeror institute to protect the financial interests of the Programs?

(19) The Programs' Lesser of Logic pricing provisions apply to all claims submitted, including claims for Compound Drugs. For the Offeror's book of business, please detail the percentage of Compound Drug claims being paid pursuant to the Offeror's standard pricing formula; and the percentage of claims being paid at the Pharmacy submitted cost.

(20) The Programs are concerned that certain Compound Drug pricing formulas can result in an inflated AWP for individual Compound Drug Prescriptions. Will the Offeror agree to a mutually acceptable alternative pricing formula for Compound Drug claims? Please detail a potential alternative basis for pricing Compound Drug claims.

5. Transparency of Financial Interests

a. Post Contract Award Requirements

The Contractor must agree to be open and forthright in all matters related to the clinical management and cost management of the Programs. The State has strict standard audit provisions, subject to confidentiality requirements. Disclosure obligations include, but are not limited to:

(1) Providing full access to all subcontractor, manufacturer and Network Pharmacy agreements related to the Programs under strict confidentiality provisions including rebate and other Pharma Revenue on a per unit NDC basis;

(2) Agreeing to the standard audit provisions set forth in Contract Provisions, Section VII of this RFP (see Article XIX entitled "Audit Authority"), and Appendices A and B; and

(3) Agreement that the Offeror will disclose all agreements related to the provision, servicing and administration of Programs' Services in effect during the term of the Agreements resulting from this RFP. This includes all relationships between or among the Offeror, and relevant third parties including but not limited to, pharmaceutical manufacturers, chain and independent pharmacies, and any other entity from which the Offeror receives any form of compensation or any other consideration as a consequence of Prescription drugs purchased and reimbursed under the Programs.

b. During the Procurement Process

Offerors must provide all information the Procuring Agencies deem necessary to support the Proposal. This includes but is not limited to adequate information on the Proposal relative to Pharma Revenue; access to the MAC lists; AWP calculations; the Preferred Drug List and Flexible Formulary financial models, or to assure alignment with the financial interests of the Programs and other information as the Department/NYSIF determines is necessary to address any perceived or actual conflicts between the Offeror's business model and the financial interests of the Programs.

Notwithstanding the full transparency required in Appendices A and B of the Agreement resulting from this RFP, if the Offeror cannot or will not agree to complete transparency during this procurement process, please detail any limitations on disclosure of the above requested information. Please include in the Offeror's answer whether it is the Offeror's standard policy applicable to all clients or if the Offeror provides different levels of access depending on the client. Is the Offeror proposing the Programs receive access to relevant business agreements related to Pharma Revenue streams and Retail Pharmacy Network pricing agreements that is equal to or exceeds the level of disclosure provided to any existing client of the Offeror?

6. Financial Protections

The Contractor must have adequate financial protections in place to protect the State's financial interests.

a. Financial Protection Questions

(1) Explain the contractual and financial relationships among or between the Offeror manufacturers, and network chain and independent pharmacies. Please describe how the Offeror's proposed business model eliminates any real or potential conflicts with the clinical and financial interests of the Programs so as to comply with the intent of the Procuring Agencies and the requirements of the RFP.

(2) The State recognizes that the Offeror's business model may present potential conflicts between the financial interests of the Programs and the Offeror. List any potential conflicts in alignment of interests which would result from the Offeror's Proposal and list additional financial guarantees the Offeror proposes to address such conflicts so as to comply with the intent of the State and the requirements of the RFP.

SECTION IV: TECHNICAL PROPOSAL REQUIREMENTS

The Procuring Agencies seek to award two separate Agreements to a qualified Offeror to provide Pharmacy Benefit Services for the respective agencies prescription drug programs. The Department is seeking to secure the services of a qualified Offeror to administer The Empire Plan, Excelsior Plan, and Student Employee Health Plan Prescription Drug Programs (collectively referred to as DCS Program(s)). NYSIF is seeking to secure the services of a qualified Offeror to administer the NYS Workers' Compensation Prescription Drug Program (referred to as NYSIF Program). The purpose of this section of the RFP is to set forth the programmatic duties and responsibilities required of the Offeror and to pose questions concerning those duties and responsibilities. The Offeror's Technical Proposal must contain responses to all questions (i.e. Required Submissions) in the format requested. Each Offeror may submit only one Technical Proposal. The proposals will be evaluated based on the Offeror's responses to the questions contained in this section. Therefore, it is critical that Offerors fully respond to each of the questions presented in this section. Evaluation of all Proposals and the selection of the Successful Offeror shall be based only upon the Offeror's Proposal regarding the duties and responsibilities set forth in the RFP, and shall not be based upon any supplemental material.

Notes:

1. Unless otherwise stated, all of the requirements contained in this section pertain to both the DCS and NYSIF Programs.

2. Numbers, data, or statistics which may appear in the Exhibits referenced throughout this RFP are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation.

The Procuring Agencies will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Offeror Proposals that it determines to meet the Minimum Mandatory Requirements in Section III and are responsive to the duties and responsibilities set forth in Section IV of this RFP.

Please note that Offerors may not include any cost information in the Technical Proposal including exhibits or attachments. This cost information pertains to Ingredient Cost discounts, dispensing fees, discount and pharma rebate guarantees, and administrative fees requested in the Cost Proposal. Performance guarantee amounts are to be included in the Technical Proposal. Specific savings estimates (dollars or percentages) should not be quoted in the Technical Proposal or in any exhibits or attachments submitted with the Technical Proposal.

A. Program Administration

1. Executive Summary

The Offeror must describe its capacity to administer the DCS and NYSIF Prescription Drug Programs (also hereafter collectively referred to as the "Programs").

a. Required Submission

The Offeror must submit an Executive Summary that describes its capacity to administer the DCS and NYSIF Prescription Drug Programs. The Executive Summary must include:

(1) The name and address of the Offeror's main and branch offices and the name of the senior officer who will be responsible for this account;

(2) A description demonstrating its understanding of the requirements presented in the RFP, and how the Offeror can assist the Procuring Agencies in accomplishing their objectives;

(3) A statement explaining previous experience managing the Prescription drug plans of other state governments or large public entities or any other organizations with over 100,000 covered lives, as well as any previous experience managing a Self-Funded Prescription Drug Program. Detail how this experience qualifies the Offeror and, if applicable, the experience of its Key Subcontractors to undertake the functions and activities required by this RFP;

(4) An explanation of how the following administrative and operational components will be performed by the Offeror. Include an organizational chart explicitly detailing responsibility for the following functions:

(a) Network Management
(b) Specialty Pharmacy Program
(c) Mail Service Pharmacy Process
(d) Claims Processing
(e) Retrospective Coordination of Benefits
(f) Customer Service
(g) Enrollee Communication Support
(h) Enrollment Management
(i) Reporting
(j) Clinical Management/ Prior Authorization
(k) Drug Utilization Review (concurrent, retrospective and narcotics)
(l) Flexible Formulary and Preferred Drug List Development and Management
(m) Rebate Administration
(n) Account Management
(o) Consulting
(p) Mandatory Generic Substitution & Generic Appeals Process
(q) Pharmacy Audit and Responses to NYS Audits
(r) Drug Lawsuits/Settlements
(s) Medicare Part D Prescription Drug Program Administration
(t) Half Tablet Program
(u) Drug Recall Notification
(v) Financial Support Services
(w) Transition and Termination of Contract

If the proposed organizational structure has been used in administering the program of another client, provide the client's name and include the client as a reference as required in Exhibit I.V.

2. General Qualifications of the Offeror

The DCS Prescription Drug Programs cover over one million lives and incur costs in excess of $1.5 billion annually. Over 50,000 NYSIF Workers' Compensation claimants fill approximately 700,000 prescriptions annually and incur costs in excess of $75 million annually.

The Offeror must have the experience, reliability and integrity to ensure that each Program member's health care needs are addressed in a clinically appropriate and cost effective manner. The terms of the Offeror's proposal must demonstrate explicit acceptance of and responsiveness to the Programs duties and responsibilities set forth in this RFP, ensuring full compliance with the respective Programs Services.

a. Required Submission

The Offeror must demonstrate that it has the financial and administrative wherewithal to administer the Programs as required by this RFP. Please provide detailed responses to the following:

(1) What experience does the Offeror have in managing/supervising a Prescription drug program similar to the Programs described in this RFP?

(2) Explain how the Offeror's account team will be prepared to actively manage the administrative, operational, and clinical aspects of the Programs?

(3) What internal systems or procedures does the Offeror have in place to provide financial, legal, and audit oversight of the Programs?

B. DCS and NYSIF Prescription Drug Program Services

In this section, the Offeror must demonstrate its capacity to provide the required services for administration of the Programs.

1. Account Team

The Department expects the successful Offeror to have a proactive, experienced account leader and team(s) in place who are dedicated solely to the Programs and who have the authority and expertise to coordinate the appropriate resources to implement and administer the Programs.

a. Duties and Responsibilities

(1) The Offeror must maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the Programs during implementation and operation.

(a) The account team(s) must be comprised of qualified and experienced individuals who are acceptable to the Procuring Agencies and who are responsible for ensuring that the operational, clinical, and financial resources are in place to operate the Programs in an efficient manner;

(b) The Offeror must ensure that there is a process in place for the account team(s) to gain immediate access to appropriate corporate resources and senior management necessary to meet all Programs requirements and to address any issues that may arise during the performance of the separate resultant Agreements.

(2) The Offeror's dedicated account team(s) must be experienced, accessible (preferably in the New York State Capital Region district) and sufficiently staffed to:

(a) provide timely responses (within 1 to 2 Business Days) to administrative and clinical concerns and inquiries posed by the Department, or other staff on behalf of the Council of Employee Health Insurance, or NYSIF, or union representatives regarding member-specific claims issues for the duration of the separate Agreements to the satisfaction of the Procuring Agencies;

(b) immediately notify the Procuring Agencies in writing of actual or anticipated events impacting Program costs and/or delivery of services to Enrollees (for example, drug recalls and withdrawals, class action settlements, and operational issues).

(3) The Offeror's dedicated account team(s) must ensure that the Programs are in compliance with all legislative and statutory requirements. If the Offeror is unable to comply with any legislative or statutory requirements, the Procuring Agencies must be

notified in writing immediately. The Offeror is required to work with the Department to develop accurate Summary Plan Descriptions (SPDs) and/or Program material.

b. Required Submission

(1) Provide an organizational chart and narrative description illustrating how you propose to administer, manage, and oversee all aspects of the Programs. Include the names, qualifications, and job descriptions of the key individuals selected to comprise the account management team(s) for the Offeror. Complete Exhibit I.B of this RFP, Biographical Sketch Form, for all key members of the proposed account management team(s); where key individuals are not named, include qualifications of the individuals that you would seek to fill the positions. Include the following:

(a) Reporting relationships and the responsibilities of each key position of the account management team(s); how the team will interact with other departments such as customer service, clinical services, reporting, auditing, and network management, within your organization.

(b) Describe how the dedicated account management team(s) interfaces with senior management and ultimate decision makers within your organization to ensure that all Program requirements are met and to address any issues that may arise during the performance of the resultant Agreements;

(2) Please confirm that the account team(s) will be readily accessible to the Programs. State where the account team will be based. Describe:

(a) How will you ensure that timely responses (1 to 2 Business Days) are provided to administrative concerns and inquiries?

(b) The protocols in place to ensure the Procuring Agencies will be kept abreast of actual or anticipated events impacting Program costs and/or delivery of services to Enrollees. Provide a representative scenario.

(3) Describe the Corporate resources available to the account team(s) to ensure compliance with all legislative and statutory requirements. Confirm your commitment to notify the Procuring Agencies immediately if you are unable to comply with any legislative

or statutory requirements and to work with the Procuring Agencies to take the appropriate remedial action(s) to come into compliance as soon as practicable. Confirm your commitment to work with the Department to develop accurate SPDs and/or Program material.

2. <u>Premium Development Services (Exclusive to DCS)</u>

The Offeror must provide underwriting assistance and support to the Department in the development of premium rates chargeable to DCS Program participants consistent with the interests and goals of the DCS Program and the State. Premium rates must be as realistic as possible, taking into account all significant elements that can affect Program costs including, but not limited to trend factors, projected Pharma Revenue, changes in enrollment, changes in the Specialty Pharmacy drug list as well as changes in the Flexible Formularies and Traditional PDL. The development of premium rates that closely match the actual costs enables the plan to provide rate stability, one of the primary goals of the State, and to meet the budgetary needs of the State and local governments that participate in NYSHIP.

a. <u>Duties and Responsibilities</u>

The Offeror will be responsible for assisting and supporting the Department with all aspects of the premium rate development including, but not limited to:

(1) Providing a team of qualified and experienced individuals who are acceptable to the Department and who will assist and support the Department in developing premium rates consistent with the financial interests and goals of the DCS Program and the State;

(2) Development of claim, trend and administrative fee projections for each DCS Program Year. Analysis of all DCS Program components impacting the DCS Program cost shall be performed including, but not limited to claims, trend factors, administrative fees, projected Pharma Revenue, changes in enrollment, changes in the Specialty Pharmacy Drug list, as well as changes in the formularies including the Empire Plan's Specialty Drug list, Flexible Formularies and the Traditional PDL; and

(3) Working with the Department and its contracted actuarial consultant through the annual rate renewal process to further document and explain any premium rate

recommendation. This process includes presenting the premium rate recommendation to staff of the Department, Division of the Budget and GOER.

b. Required Submission

(1) Provide the names, qualifications and job descriptions of those key individuals who will provide premium rate development services for the DCS Programs. Describe their experience in providing financial assistance and support to other large health plans. Complete Exhibit I.B of this RFP, Biographical Sketch Form, for all key staff involved in the premium rate development.

(2) Describe the general steps that you will follow to develop the annual premium renewal recommendation for submission to the Department. Include any different steps that will be employed to develop the first year premium vs. the premium for subsequent years of the Agreement. Include a description and source of the data you will utilize, assumptions you will use and how these assumptions will be developed, as well as any resources you will utilize.

(3) Confirm your commitment to work with the Department and its contracted actuarial consultant on the annual rate renewal recommendation and your availability to present such recommendation to the Department, Division of the Budget and GOER.

Note: The responses to the above three questions should be general descriptions of the financial methodology you intend to use for the assisting and supporting the Department with the DCS Program. Responses may **NOT** include any specific cost information or values relative to the development of cost/rate projections and trends for the DCS Programs; that information must be restricted to your Cost Proposal.

3. Implementation

The Offeror must ensure that the Programs are fully functional on January 1, 2014. The Offeror's must propose two implementation plans, one for the Department and one for NYSIF. The plans must be detailed and comprehensive and exhibit a firm commitment by the Offeror to complete all implementation activities by December 31, 2013.

a. <u>Duties and Responsibilities</u>

(1) The Offeror must commence an implementation period beginning on or around October 1, 2012 upon approval of the resultant separate Agreements by OSC. During the implementation period, the Contractor must undertake and complete all implementation activities, including but not limited to those specific activities set forth below. Such implementation activities must be completed no later than December 31, 2013 so that the Programs are fully operational on January 1, 2014.

(2) ***Implementation and Start-up Guarantee:*** The Offeror guarantees that all Implementation and Start-up activities will be completed no later than December 31, 2013 so that, effective January 1, 2014, the Offeror can assume full operational responsibility for the Programs. For the purpose of this guarantee, the Offeror must, on January 1, 2014, have in place and operational:

(a) A contracted Retail Pharmacy Network that meets the access standards set forth in Section IV.B.11.b. of this RFP, under the subheading "Retail Pharmacy Network." Additionally, in order to meet the Offeror's implementation guarantee, the network implemented on January 1, 2014 <u>must</u> include all chain pharmacies with more than 20 locations and all groups of 20 or more independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, as identified in the Offeror's Proposed Retail Pharmacy Network File, to the extent the subject chains and/or independent Pharmacy groups continue in operation on and after January 1, 2014.

The Program requires that all chain pharmacies with less than 20 locations, groups of less than 20 independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, and all independent pharmacies, as identified in the Offeror's Proposed Retail Pharmacy Network File, be included in the Offeror's Retail Pharmacy Network implemented on January 1, 2014. Acceptable reasons for non-participation of independents, smaller chains or groups of individual pharmacies contracting collectively on January 1, 2014 include, and are limited to: a Pharmacy's violation of state and/or federal laws; a

Pharmacy's failure to meet the Offeror's credentialing criteria; or a Pharmacy's failure to fulfill its contractual obligations and no remedy can be achieved. On January 1, 2014, the Retail Pharmacy Network must meet all requirements set forth in Section IV.B.11. of this RFP, under the subheadings "Retail Pharmacy Network," "Pharmacy Credentialing" and "Pharmacy Contracting" and be available to fill Enrollee Prescriptions for all Covered Drugs including Specialty Drugs/Medications(for those Enrollees that do not participate in the Specialty Pharmacy Program);

(b) A fully operational Mail Service Pharmacy Process utilizing facilities as necessary to ensure that Enrollees have access to all Covered Drugs, including Specialty Drugs/Medications (for those Enrollees that do not participate in the Specialty Pharmacy Program) as set forth in Section IV.B.11. of this RFP, under the subheading "Mail Service Pharmacy Process." The Offeror must have a plan in place to facilitate the transfer of Prescription information, including open refills, prior authorizations and generic appeals from the previous Program administrators and outline the procedures that will be utilized to ensure a smooth mail service transition for Enrollees;

(c) A fully operational Specialty Pharmacy Program utilizing facilities as necessary to ensure that Enrollees have access to all covered Specialty Drugs/Medications (for those Enrollees that participate in the Specialty Pharmacy Program) as set forth in Section IV.B.11. of this RFP under the sub heading "Specialty Pharmacy Program." The Offeror must have a plan in place to facilitate the transfer of specialty Prescription information, including open refills and prior authorizations, from the previous Program administrator and outline the procedures that will be utilized to assure a smooth Specialty Pharmacy Program transition for affected Enrollees;

(d) A fully operational call center providing all aspects of customer support and services as set forth in Section IV.B.4. of this RFP;

(e) An on-line claims processing system that applies the Procuring Agencies' approved edits and point of service edits, including drug utilization review edits, as set forth in Section IV.B.12. of this RFP;

(f) An on-line claims processing system with real time access to the most updated, accurate enrollment and eligibility data provided by the Procuring Agencies to correctly pay claims for eligible Enrollees/Dependents consistent with the Programs benefit designs and contractual obligations; and

(g) (Exclusive to DCS) A fully functioning customized Program website with a secure dedicated link from the Department's website able to provide Enrollees with on-line access to the specific website requirements as set forth in Section IV.B.4.a.(7) of this RFP.

b. Required Submission

(1) Provide separate implementation plans (narrative, diagram, and timeline) upon each Agreement's approval, on or around October 1, 2012 that results in the implementation of all Program Services by the required date of December 31, 2013, indicating: roles, responsibilities, estimated timeframes for individual task completion, testing dates and objectives, and areas where complications may be expected. Include key activities such as member and Pharmacy communications, training of customer service staff, report generation, Flexible Formulary and Preferred Drug List development, mail service and specialty Pharmacy transition, customized website design, eligibility feeds, claims testing, and EGWP approval and transition.

(2) The Offeror must guarantee that all of the Implementation and Start-Up requirements listed above in Section B.3.a.(2) will be in place on or before December 31, 2013. The Offeror shall propose, separately for each Program, the forfeiture of a percentage of the 2014 Claims Administration Fee (prorated on a daily basis) for each day that all Implementation and Start-Up requirements are not met.

The Standard Credit Amount for each day that all Implementation and Start-Up requirements for the DCS or NYSIF Program are not met is fifty percent (50%) of the 2014 Claims Administration Fees (prorated on a daily basis). However, Offerors may propose higher or lesser percentages.

The Offeror's quoted percent to be credited for each day that all Implementation and Start-up requirements are not met is ______ percent (%) of the 2014 Claims Administration Fee (prorated on a daily basis) for the DCS Program and _____ percent (%) of the 2014 Claims Administration Fee (prorated on a daily basis) for NYSIF's Program.

4. Customer Service

The Programs require that the Offeror provide quality customer service to Enrollees/Claimants. The DCS Program provides access to customer service representatives through The Empire Plan's consolidated toll-free number. Through this toll-free number members access representatives who respond to questions, complaints and appeals regarding DCS Program benefits, mail order services, Network Pharmacies, the Specialty Pharmacy Program, processing point of sale Prescriptions, drug status, claim status, etc. NYSIF's Program provides 24 hour, 7 day a week telephone support via a toll-free number, to assist its claimants with locating participating pharmacies, eligibility and benefit verification. The Offeror is required to agree to customer service performance guarantees that reflect strong commitments to quality customer service. Exhibit II.L of this RFP illustrates the current Pharmacy Benefit Manager's call center volume for the DCS Program. Exhibit II.K.1 provides the number of members who have utilized the current DCS customized Program website from October 2010 through October 2011.

a. Duties and Responsibilities (Amended April 4, 2012)

The Offeror will be responsible for all customer support and services including, but not limited to:

(1) Providing Enrollees access to information on all Prescription drug benefits and services related to the Programs through separate toll-free numbers 24 hours a day 365 Days a year.

(2) (Exclusive to DCS) The Empire Plan consolidated toll-free telephone service is provided through the AT&T voice network services under a contract with The Empire Plan's Medical Insurer and is available to callers 24 hours a Day, 365 Days a year. The Offeror is required to establish and maintain a transfer connection (currently an AT&T

T-1 line), including a back-up system which will transfer calls to the Offeror's line at their customer service site. The Offeror is required to sign a shared service agreement with The Empire Plan's Medical Insurer (currently UnitedHealthcare) and AT&T. In addition, the Offeror is also required to provide 24 hours a day 365 Days a year access to a TTY number for callers utilizing a TTY device because of a hearing or speech disability. The TTY number must provide the same level of access to customer service as required by this Section of the RFP;

(3) Maintaining separate ~~Dedicated~~ ~~C~~call ~~C~~centers for the Programs located in the United States staffed by fully trained customer service representatives and supervisors available 24 hours a day 365 Days a year. The Offeror must maintain separate Dedicated Call Centers for the Programs between the hours of 7:00am and 7:00pm ET. During off hours, calls may be routed to a designated call center(s) located in the United States staffed by fully trained customer service representatives and supervisors. The ~~Dedicated~~ C~~c~~all ~~C~~centers must also provide immediate access to Pharmacist(s) 24 hours a day 365 days a year. The ~~Dedicated~~ ~~C~~call ~~C~~centers must meet the Offeror's proposed customer service telephone guarantees set forth in Section.IV.4.b.(8)(a) through (d) of this RFP.

(4) Customer service staff must use an integrated system to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type, and all customer service actions and resolutions.

(5) Customer service representatives must be trained and capable of responding to a wide range of questions, complaints and inquiries including but not limited to: Program benefit levels, refills, order status, prices and billing, point of service issues, prior authorization, eligibility, generic appeals, Mail Service Pharmacy Process, Specialty Pharmacy Process services, and Flexible Formulary and Preferred Drug List alternatives.

(6) Maintaining a backup customer service staff located in the United States with Program-specific training to handle any overflow when the dedicated customer service center is unable to meet the Offeror's proposed customer service performance guarantees. This back-up system would also be utilized in the event the primary customer service center(s) become unavailable;

(7) (Exclusive to DCS) Maintaining and timely updating a secure online customized website accessible by Enrollees, which is available 24 hours a Day, 7 Days a week, except for regularly scheduled maintenance, which will provide, at a minimum, access to information regarding: DCS Program benefits, Network Pharmacy locations, eligibility, mail service order status, Copayment information, claim status, comparative drug check functionality, Prescription drug history for both retail and mail claims, and the Flexible Formulary and Preferred Drug Lists (including alternatives for Non-Preferred Brand Name and excluded drugs). The Department shall be notified of all regularly scheduled maintenance at least one Business day prior to such maintenance being performed. The Offeror must establish a dedicated link to the customized website for the DCS Program from the Department's website with content subject to the approval of the Department and limited to information that pertains to the DCS Program. Any links should bring a viewer back to the Department website. No other links are permitted without the written approval of the Department. Access to the online Network Pharmacy locator must be available to Enrollees without requiring them to register on the website. Any costs associated with customizing and updating the website or establishing a dedicated link for the DCS Program shall be borne by the Offeror. Also, the Offeror shall fully cooperate with any Department initiatives to use new technologies, processes, and methods to improve the efficiencies of the customized website including development of an integrated Enrollee portal;

(8) ***Call Center Telephone Guarantees*****:** The Offeror must provide separate guarantees for the DCS and NYSIF Programs for the following four (4) measures of service on the toll-free customer service numbers:

(a) ***Call Center Availability:*** The Programs' service level standard requires that the Offeror's telephone line will be operational and available to Enrollees, Claimants, Dependents, and pharmacies at least ninety-nine and five-tenths percent (99.5%) of the Offeror's Call Center Hours. The call center availability shall be reported monthly and calculated quarterly;

(b) ***Call Center Telephone Response Time:*** The Programs' service level standard requires that at least ninety percent (90%) of the incoming calls to the Offeror's telephone line will be answered by a customer service representative within sixty (60) seconds. Response time is defined as the time it takes incoming calls to the Offeror's telephone line to be answered by a customer service representative. The call center telephone response time shall be reported monthly and calculated quarterly;

(c) ***Telephone Abandonment Rate:*** The Programs' service level standard requires that the percentage of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a customer service representative will not exceed three percent (3%). The telephone abandonment rate shall be reported monthly and calculated quarterly; and

(d) ***Telephone Blockage Rate:*** The Programs' service level standard requires that not more than three percent (3%) of incoming calls to the customer service telephone line will be blocked by a busy signal. The telephone blockage rate shall be reported monthly and calculated quarterly.

b. Required Submission (Amended April 4, 2012)

(1) Confirm that you will provide Enrollees access to Programs information on Claimants through separate consolidated toll-free numbers 24 hours a day 365 Days a year, as described above.

(2) (Exclusive to DCS) Confirm you will enter into a shared service agreement with the Empire Plan Medical Insurer and AT&T. Confirm you will provide 24 hours a day 365 Days a year access to a TTY number for callers utilizing a TTY device because of a hearing or speech disability.

(3) Confirm that you will maintain separate ~~Dedicated~~ ~~C~~call ~~C~~centers for each Program located in the United States, employing ~~a staff of Pharmacists and~~ a staff of fully trained customer service representatives (CSR's) and supervisors available 24 hours a day 365 Days a year. The Offeror must maintain separate Dedicated Call Centers for the Programs between the hours of 7:00am and 7:00pm ET. During off hours,

calls may be routed to a designated call center(s) located in the United States staffed by fully trained customer service representatives and supervisors. The call centers must also provide immediate access to Pharmacist(s) 24 hours a day 365 days a year.

(4) Describe the information, resources and system capabilities that are available for the customer service representatives to address and resolve member inquiries. Include:

(a) Whether any Interactive Voice Response (IVR) system is proposed.

(b) A sample of the IVR script and a description of customizable options, if any, you propose for the Programs.

(c) A description of the management reports and information available from the system including the key statistics you propose to report.

(d) A description of the capabilities of your phone system to track call types, reasons and resolutions.

(5) Describe the training that is provided to CSR and Pharmacist staff before they go "live" on the phone with Enrollees. Include:

(a) A description of the internal reviews that are performed to ensure quality service is being provided to Enrollees;

(b) The first call resolution rate for the proposed call centers;

(c) The call center locations, average staff and turnover rate for call center employees;

(d) Ratio of management and supervisory staff to customer service representatives and;

(e) Proposed staffing levels including the logic used to arrive at the proposed staffing levels.

(6) Describe the back-up systems for your primary telephone system which would be used in the event the primary telephone system fails, is unavailable or at maximum capacity. If a back-up system is needed, explain how and in what order calls from

Enrollees will be handled. Confirm that backup staff will have DCS Program and NYSIF Program specific training. Indicate the number of times the back-up system

has been utilized over the past two (2) years. Confirm that calls will be handled exclusively by your Dedicated Call Centers and that the backup call center would only be used in case of system failure or call overflow.

(7) (Exclusive to DCS) Describe the information and capabilities your website provides to members and describe the process you will utilize to develop it. Confirm that you will develop a customized website for the DCS Program. Also, confirm that the following information, at a minimum, will be available on the website: DCS Program benefits, Network Pharmacy locations, eligibility, mail service order status, Copayment information, claim status, Prescription drug history for both retail and mail claims, and the Flexible Formulary and Preferred Drug List (including alternatives for Non-Preferred Brand Name and excluded drugs). Provide the URL of your main website and provide a dummy ID and password so that the Department may view the capabilities and user-friendliness of your website.

(8) ***Call Center Telephone Guarantees:*** For each of the four (4) Call Center Telephone Guarantees above, the Offeror shall propose, separately for each Program, the forfeiture of a specific dollar amount of the Claims Administration Fees, for failure to meet the Offeror's proposed guarantee.

(a) ***Call Center Availability:***

The Standard Credit Amount for each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) that the Offeror's telephone is not operational and available to Enrollees, Claimants, Dependents and Pharmacies during the Offeror's Call Center Hours calculated on a quarterly basis, is $100,000 per quarter for DCS and $7,500 for NYSIF, respectively. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) (or the Offeror's proposed guarantee) that the Offeror's telephone line is

not operational and available to Enrollees, Claimants, Dependents, and Pharmacies during the Offeror's Call Center Hours calculated on a quarterly basis, is $_____ per quarter for DCS and $____ per quarter for NYSIF;

(b) ***Call Center Telephone Response Time*:**

The Standard Credit Amount for each .01 to 1.0% below the standard of ninety percent (90%) of incoming calls to the Offeror's telephone line that is not answered by a customer service representative within sixty (60) seconds is $25,000 per each quarter for DCS and $7,500 for NYSIF, respectively. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to 1.0% of incoming calls to the Offeror's telephone line below the standard of ninety percent (90%) (or the Offeror's proposed guarantee) that is not answered by a customer service representative within sixty (60) seconds, calculated on a quarterly basis, is $_____ per quarter for DCS and $____ per quarter for NYSIF;

(c) ***Telephone Abandonment Rate:***

The Standard Credit Amount for each .01 to 1.0% of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of the standard of three percent (3%) is $25,000 per each quarter for DCS and $7,500 for NYSIF, respectively. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to 1.0% of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of the standard of three percent (3%) (or the Offeror's proposed guarantee), calculated on a quarterly basis, is $_____ per quarter for DCS and $____ per quarter for NYSIF; and

(d) ***Telephone Blockage Rate*:**

The Standard Credit Amount for each .01 to 1.0% of incoming calls to the Offeror's telephone line that are blocked by a busy signal, in excess of the standard of three percent (3%) is $25,000 per each quarter for DCS and $7,500 for NYSIF, respectively. However, Offerors may propose higher or lesser amounts.

The Offeror's Quoted amount to be credited against the Claims Administration Fee for each .01 to 1.0% of incoming calls to the Offeror's telephone line that is blocked by a busy signal, in excess of the standard of three percent (3%) (or the Offeror's proposed guarantee), calculated on a quarterly basis, is $_____ per quarter for DCS and $____ per quarter for NYSIF.

5. <u>Medicare Part D – Employer Group Waiver Plan PDP (Exclusive to DCS)</u>

a. <u>Duties and Responsibilities</u>

The Offeror will be responsible for implementing and administering a Center for Medicare and Medicaid Services (CMS)-approved and compliant Employer Group Waiver Plan (EGWP) and Medicare D supplemental wrap Prescription Drug Plan (PDP) for the Empire Plan's Medicare-eligible retirees beginning on January 1, 2014. Such services shall include at least the following tasks and such other tasks as may be added in guidance and further regulation by CMS:

(1) Disclosing to CMS, on a timely basis and on behalf of the Department, any filings, applications, reports, formularies, and other DCS Program material necessary for the Department to comply with the requirements of an "800-series" Medicare PDP EGWP, plus Medicare D supplemental wrap;

(2) Fully supporting the Department with all operational aspects of a fully compliant Medicare PDP EGWP, plus Medicare D supplemental wrap including but not limited to:
   (a) Medicare PDP EGWP premium development
   (b) Enrollment
   (c) Enrollee Opt-Out process
   (d) Health Insurance Claim Number (HICN) administration
   (e) Formulary management
   (f) Issuing of Medicare PDP EGWP member identification cards

(g) Member Communications, including required explanation of benefits statements
(h) Claims Processing
(i) Administration of a Medicare D supplemental wrap with the goal of providing Medicare primary Enrollees with a prescription drug benefit replicating as closely as possible the prescription drug benefit design for non-Medicare primary retirees in The Empire Plan;
(j) Timely administration of catastrophe re-insurance claims
(k) Administration of Low Income Subsidy requirements

(3) Prepare timely reconciliations of administrative fees, forecast versus incurred prescription drug claims, CMS (Part D) capitated and reinsurance fees, CMS enrollee low-income subsidy payments and pharmacy rebates. The Offeror must provide such records and reports in a manner, form, and timeliness acceptable to the Department;

(4) Promptly credit the Department for all CMS premium subsidy payments and all pharmacy rebates received by the Offeror under the Medicare PDP EGWP; plus Medicare D supplemental wrap;

(5) The Department acknowledges and agrees that it shall be responsible solely (1) for providing creditable coverage notices required with respect to the EGWP; and (2) for determining whether enrolled individuals are qualifying covered retirees. The Offeror will work with the Department to obtain HICNs for all eligible Medicare-primary members enrolled in the EGWP.

(6) The Offeror acknowledges that the information furnished in connection with the administration of the Medicare PDP EGWP is being provided to obtain federal funds. The Offeror shall require all sub-contractors, including any plan administrators, if applicable, that submit information required by CMS to obtain any subsidies or payments on behalf of the DCS Program to acknowledge that information provided in connection with the key subcontract is used for the purpose of obtaining federal funds; and

(7) The Offeror acknowledges that its provision of services pursuant to this section of this RFP is subject to audit and evaluation by the U.S. Department of Health and Human Services pursuant to 42 CFR Subpart R or other authority as may be cited by the federal

government, as well as by the State of New York pursuant to Appendix A and Appendix B of the resultant Agreement. The Offeror shall comply with any record retention requirements required pursuant to 42 CFR SubPart R in this regard.

(8) The Offeror is required to act as consultant to the Department in analyzing its experience with the Medicare PDP EGWP, and recommending as well as implementing other permitted options under Medicare Part D which may be of advantage to the Department, agencies participating in NYSHIP and NYSHIP Enrollees;

(9) Upon finalization of a subrogation process by CMS, the Offeror will be required to identify and recover claim payments made by the DCS Program from other plans that should have been the primary payor.

b. <u>Required Submission</u>

(1) Describe your experience in implementing and administering a Medicare PDP EGWP plus Medicare D supplemental wrap for customers of similar scope and size to The Empire Plan.

(2) Confirm your understanding of the requirements to support the implementation and administration of a Medicare PDP EGWP plus Medicare D supplemental wrap for The Empire Plan on behalf of the Department, including the Offeror's proposed approach for the following:

(a) Medicare PDP EGWP premium development
(b) Enrollment
(c) Enrollee Opt-Out process
(d) Health Insurance Claim Number (HICN) administration
(e) Formulary management
(f) Issuing of Medicare PDP EGWP member identification cards
(g) Member Communications, including required explanation of benefits statements
(h) Claims Processing
(i) Administration of a Medicare D supplemental wrap with the goal of providing Medicare primary Enrollees with a prescription drug benefit replicating as

closely as possible with the prescription drug benefit design for non-Medicare primary retirees in The Empire Plan;

(j) Timely administration of catastrophe re-insurance claims

(k) Administration of Low Income Subsidy requirements

(3) Confirm that you will develop, and timely submit to, CMS and /or Enrollees all required filings and DCS Program material related to the implementation and administration of a Medicare PDP EGWP plus Medicare D supplemental wrap on behalf of the Department.

(4) Provide a copy of your proposed Medicare Part D formulary and provide a side by side comparison to the proposed Empire Plan flexible formularies included in this RFP. Comment on reasons for variances.

(5) Provide a sample member communications package, including proposed benefit card, for the EGWP PDP plus Medicare D supplemental wrap.

(6) Describe in detail the transition services you will utilize to assist members who are newly eligible for the EGWP plus Medicare D supplemental wrap, including formulary disruption, prior authorization, mail order and retail pharmacy refills, Specialty Program medications, and quantity limits.

(7) Describe the member termination process under the EGWP PDP, including the timing of termination after the termination date is received by the Department.

(8) Describe your capability to provide the consulting and accounting services necessary to support and assist the Plan Sponsor in determining what Medicare Part D option the Department should select so that the DCS Program realizes maximum savings.

(9) Confirm your understanding and describe your ability to identify and recover claim payments made by the DCS Program from other Medicare Part D plans that should have been the primary payor, upon finalization of the subrogation process by CMS.

6. <u>Enrollee Communication Support</u>

The Department regularly provides information regarding DCS Program benefits to members through various publications, the Department's website and attendance at various meetings. The successful Offeror will be required to assist the Department with the creation, review and presentation of DCS Program materials that will enhance a member's understanding of DCS Program benefits. Please see Exhibit II.N for a summary of DCS Program presentations that took place in the past 12 month period. The Offeror will also be required to assist NYSIF with various Claimant communications including the issuing of ID cards, information packets, forms and letters, as requested.

a. Duties and Responsibilities

(1) All Enrollee communications developed by the Offeror are subject to the Procuring Agencies' review and prior written approval, including but not limited to any regular standardized direct communication with Enrollees or their Physicians in connection with Enrollee drug utilization or the processing of Enrollee claims, either through mail, e-mail, fax or telephone. The Department or NYSIF in its sole discretion reserves the right to require any change it deems necessary.

(2) (Exclusive to DCS) The Offeror will be responsible for providing Enrollee communication support and services to the Department including, but not limited to:

(a) Developing language describing the DCS Program for inclusion in the NYSHIP General Information Book and Empire Plan SPD, subject to the Department's review and approval;

(b) Developing articles for inclusion in Empire Plan Reports and other publications on an "as needed" basis, detailing DCS Program benefit features and/or highlighting trends in drug utilization;

(c) Timely reviewing and commenting on proposed DCS Program communication material developed by the Department;

(3) (Exclusive to DCS) Upon request, subject to the approval of DCS, on an "as needed" basis, the Offeror agrees to provide staff to attend Health Benefit Fairs, select conferences, and benefit design information sessions, etc. in NYS and elsewhere in

the United States. **The Offeror agrees that the costs associated with these services are included in the Offeror's Claims Administration Fee.**

(4) The Offeror must work with the Procuring Agencies to develop appropriate customized forms and letters for the Programs, including but not limited to mail order forms, Enrollee claim forms, prior authorization letters, generic appeal letters, Flexible Formulary and Preferred Drug List, disruption letters, etc. All such communications must be approved by the Procuring Agencies.

(5) (Exclusive to NYSIF) The Offeror must assist NYSIF in developing a customized Claimant information packet that will include information on available prescription drug services as well as a permanent ID card to be used when filling injury-related prescriptions. See sample ID card in Exhibit II.E.2d.

b. Required Submission

(1) Please describe the organizational resources currently dedicated to Enrollee communications including any changes that would occur if you were awarded the resultant Agreements. Please detail the process that will be utilized to develop Enrollee communications including, but not limited to the role of the Offeror's legal department. Provide several examples of the Programs communications you have developed for Enrollees. Confirm your understanding that all Programs communications developed by the Offeror are subject to the Procuring Agencies final approval.

Note: (Exclusive to DCS) There are specific requirements for Flexible Formulary and Preferred Drug List communications set forth in Preferred Drug List Development and Management within Section IV.B.16.a. of this RFP.

(2) (Exclusive to DCS) Describe the resources that will be available to the Department to support the Department's development of various Enrollee communications and your ability to provide input into such communications quickly.

(3) (Exclusive to DCS)Confirm that staff will be available to attend Health Benefit Fairs, select conferences, and benefit design information sessions, etc. in NYS and

elsewhere in the United States. Describe the experience and qualifications of staff that will be attending these events.

(4) Confirm your commitment to work with the Procuring Agencies to develop appropriate customized forms and letters for the Programs. Provide examples of how you have worked with other large clients to produce customized communications.

(5) (Exclusive to SIF) Confirm your commitment to develop a customizable information packet that will include a permanent ID card and other prescription drug information for the NYSIF Program. Provide samples of information packets developed and customized for other clients.

7. Enrollment Management

The Programs require the Offeror to ensure the timely addition of enrollment data as well as cancellation of benefits in accordance with each of the Programs' eligibility rules.

The Employee Benefits Division of the Department of Civil Service utilizes a web-based enrollment system for the administration of Employee benefits known as the New York Benefits Eligibility & Accounting Systems (NYBEAS). NYBEAS is the source of eligibility information for all Empire Plan, Excelsior Plan, and SEHP Enrollees and Dependents. Enrollment information is set forth in Exhibits II.B through II.B.2.

Note: The enrollment counts depicted in these exhibits may vary slightly due to timing differences in exhibit generation.

When a person enrolls in The Empire Plan, Excelsior Plan, or SEHP, the Department's card contractor issues an Employee Benefit Card. An Enrollee with individual coverage will receive one card containing the Enrollee's 9-digit alternate identification number and name. An Enrollee with family coverage will receive two cards containing the Enrollee's alternate identification number and name, as well as Dependents' names. This universal card is used by Enrollees and Dependents for all components of The Empire Plan. An example of The Empire Plan Employee Benefit Card is provided in Exhibit II.E.2a. An example of the Excelsior Plan Employee Benefit Card is provided in Exhibit II.E.2c. The Department will not accept an alternative approach to ID cards, with the exception of ID cards required for the

EGWP. It is the responsibility of the Offeror to ensure that the Retail Pharmacy Network accepts The Empire Plan Employee Benefit Card as evidence of coverage and is capable of submitting claims when presented with The Empire Plan Employee Benefit Card. These cards include The Empire Plan consolidated toll free number that pharmacies may use to contact the DCS Program if they need claim submission assistance. The Offeror should not expect any modification of the current identification card as part of implementation. Separate Prescription drug cards will not be issued, with the exception of ID cards required for the EGWP.

The SEHP Employee Benefit Card displays the Enrollee's 9-digit alternate identification number and name and the expiration date of coverage. The SEHP Employee Benefit Cards are issued annually by a Department contractor and have an expiration date of August 31st of each year. An example of this card is provided in Exhibit II.E.2b.

NYSIF's Claim Eligibility process ensures that Claimants receive convenient prescription filling services and that Network Pharmacy bill the NYSIF Program with the proper Carrier Case Number (i.e. Claim Number). A sample ID card is provided in Exhibit II.E.2d.

a. Duties and Responsibilities

The selected Offeror will be responsible for the maintenance of accurate, complete, and up-to-date enrollment files, located in the United States, based on information provided by the Department and NYSIF. These enrollment files shall be used by the Offeror to process retail, mail order and specialty pharmacy claims, provide customer service, identify individuals in the enrollment files who are enrolled in the EGWP or another Medicare Part D plan, and produce management reports and data files. The Offeror is required to provide enrollment management services including but not limited to:

(1) ***Initial Testing:***

(a) Performing an initial enrollment load to commence upon receipt from the Department and NYSIF during Program implementation. The file may be EDI Benefit Enrollment and Maintenance Transaction set 834(ANSI x.12 834 standard either 834 (4010x095A1) or 834 (005010x220)), fixed length ASCII text file, or a custom file format. The determination will be made by the Procuring Agencies;

(b) Testing to determine if the enrollment file and enrollment transactions loaded correctly and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The selected Offeror shall submit enrollment test files to the Department and NYSIF for auditing, provide the Department and NYSIF with secure, online access required to ensure accurate loading of the Programs enrollment data, and promptly correct any identified issues to the satisfaction of the Department and NYSIF;

(2) (Exclusive to DCS) Providing an enrollment system capable of receiving secure enrollment transactions (Monday through Friday) and having all transactions fully loaded to the claims processing system within twenty-four (24) hours of release of a retrievable file by the Department. The Offeror shall immediately notify the Department of any delay in loading enrollment transactions. In the event the Offeror experiences a delay due to the quality of the data supplied by the Department, the Offeror shall immediately load all records received (that meet the quality standards for loading) within twenty-four (24) hours of their release, as required. The Department will release enrollment changes to the Offeror in an electronic format daily (Monday through Friday). On occasion, the Department will release more than one enrollment file within a 24-hour period. The Offeror must be capable of loading both files within the twenty-four (24) hour performance standard. The format of these transactions will be in an EDI Benefit Enrollment and Maintenance transaction set, utilizing an ANSI x.12 834 transaction set in the format specified by the Department. The latest transaction format is contained in Exhibit II.G and II.G.1. The Offeror must also have the capability to receive alternate identification numbers and any special update files from the Department containing eligibility additions and deletions, including emergency updates, if required;

(3) (Exclusive to NYSIF) Providing an enrollment system capable of receiving secure enrollment transactions every day, including weekends and holidays, and having all transactions fully loaded to the claims processing system within twelve (12) hours of release of a retrievable file by the NYSIF. The Offeror shall immediately notify the NYSIF of any delay in loading enrollment transactions. In the event the Offeror experiences a delay due to the quality of the data supplied by the NYSIF, the Offeror

shall immediately load all records received (that meet the quality standards for loading) within twelve (12) hours of their release, as required. The NYSIF will release enrollment changes, including all additions, modifications and deletions since the previous transmission, to the Offeror in an electronic format daily (every day, including weekends and holidays). On occasion, the NYSIF will release more than one enrollment file within a 12-hour period. The Offeror must be capable of loading both files within the twelve (12) hour performance standard. The format of these transactions will be a fixed length ASCII text file. The ASCII text file is encrypted and transmitted each business day using a secure transmission protocol. Upon selection, the Offeror will be provided with the claim eligibility file specifications and the schedule for the transmission of the file. The latest transaction format for NYSIF is contained in Exhibit II.O.

(4) Ensuring the security of all enrollment information as well as the security of a HIPAA compliant computer system in order to protect the confidentiality of Enrollee/Dependent data contained in the enrollment file. Any transfers of enrollment data within the Offeror's system or to external parties must be completed via a secured process;

(5) Providing a back-up system or have a process in place where, if enrollment information is unavailable or not current at the point of service, Enrollees can obtain Prescriptions without interruption, at the point of service. Short fill policies should be included in the Pharmacy Provider manual;

(6) Cooperating fully with any State initiatives to use new technologies, processes, and methods to improve the efficiencies of maintaining enrollment data including any enrollment file conformance testing requested during the course of the Agreement resulting from this RFP;

(7) (Exclusive to DCS) Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Offeror's staff with access to current Program enrollment information. Offeror's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 am to 5:00 pm, with the exception of NYS holidays as indicated on the Department's website;

(8) (Exclusive to DCS) Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Child Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a NYS agency to the extent assigned the child's rights, may file claims and the Offeror must make payment for covered benefits or reimbursement directly to such party. An Offeror will be required to store this information in their system so that any claim payments or any other plan communication distributed by the Offeror, including access to information on the Offeror's website would go to the person designated in the QMCSO;

(9) Ability to manually load/correct an enrollment record and to contact the Pharmacy to allow the adjudication of a Prescription in an urgent or emergency situation. Occurrences of these situations are very rare; and,

(10) (Exclusive to NYSIF) The Offeror must provide an instant enrollment or "short fill" service to injured workers of NYSIF policyholders. This service should allow immediate acceptance by any pharmacy in the Offeror's Retail Pharmacy Network in order to provide a limited number of cost-effective medication benefits to the injured worker.

(11) ***Enrollment Management Guarantee:*** The Offeror must propose a performance guarantee. The Programs' service level standard requires that one hundred percent (100%) of all Program enrollment records that meet the quality standards for loading will be loaded into the Offeror's enrollment system within twenty-four (24) hours of release by the Department and within twelve (12) hours of releases by the NYSIF.

b. <u>Required Submission</u>

(1) Describe your testing plan to ensure that the initial enrollment loads for the DCS and NYSIF Programs are accurately updated to your system and that they interface correctly with your claims system.

(a) What quality controls are performed before the initial and ongoing enrollment transactions are loaded into the claims adjudication system?

(b) How does your system identify transactions that will not load into your enrollment system? What exceptions will cause enrollment transactions to fail to load into your enrollment system? What steps are taken to resolve the exceptions, and what is the turnaround time for the exception records to be added to your enrollment file?

(2) Describe your system capabilities for retrieving and maintaining enrollment information within twenty-four (24) hours of its release by the Department and within twelve (12) hours of its release by NYSIF as well as:

(a) How your system maintains a history of enrollment transactions and how long enrollment history is kept online. Is there a limit to the quantity of history transactions that can be kept on-line?

(b) How your system handles retroactive changes and corrections to enrollment data;

(c) (Exclusive to DCS) Detail how your enrollment system captures the information necessary to produce the reports entitled "Claims and Credits Paid by Agency" and "Quarterly Participating Agency Claims" required in the Reporting Section of this RFP.

(d) Confirm your enrollment and claims processing system has the capacity to administer a social security number, Employee identification number and an alternate identification number assigned by the Department or NYSIF. Does your system have any special requirements to accommodate these three identification numbers? Explain how Dependents are linked to the Enrollee in the enrollment system and claims processing system (DCS Only).

(3) Describe how your enrollment system, data transfers, and procedure for handling enrollment data are HIPAA compliant.

(4) Describe the backup system, process or policy that will be used to ensure that Enrollees receive needed Prescription drugs in the event that enrollment information is not immediately available at the point of service;

(5) (Exclusive to DCS) Confirm that you will maintain a read only connection to the NYBEAS enrollment system, and that Offeror's staff will be available to access enrollment information through NYBEAS during the required hours, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with the exception of NYS holidays.

(6) (Exclusive to DCS) Describe your ability to meet the administrative requirements for National Medical Support Orders and dependents covered by a Qualified Medical Child Support Order (QMCSO), including storing this information in your system so that information about the Dependent is only released to the individual named in the QMCSO.

(7) Describe your ability and the process to manually load/correct an enrollment record and to contact the Pharmacy to allow the adjudication of a Prescription in an urgent or emergency situation.

(8) (Exclusive to NYSIF) Describe in detail how you will administer the instant enrollment or "Short Fill" service to allow immediate acceptance by any pharmacy in the Offeror's Retail Pharmacy Network in order to provide a limited number of cost-effective medications to the injured worker.

(9) ***Enrollment Management Guarantee:*** The Programs service level standard requires that one hundred percent (100%) of all Program enrollment records that meet the quality standards for loading will be loaded into the Offeror's enrollment system within twenty-four (24) hours of release by the Department and within twelve (12) hours of release by NYSIF. The Offeror shall propose, separately for each Program, the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet the standards.

The Standard Credit Amount for each 24 hour period beyond twenty-four (24) hours from the release by the Department that one hundred percent (100%) of the Program enrollment records that meet the quality standards for loading is not loaded into the Offeror's enrollment system is $5,000. However, Offerors may propose higher or lesser amounts.

The Standard Credit Amount for each 24 hour period beyond twelve (12) hours from the release by the NYSIF that one hundred percent (100%) of the Program enrollment records that meet the quality standards for loading is not loaded into the Offeror's enrollment system is $375. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each 24 hour period beyond twenty-four (24) hours from the release by the Department, and for each 24 hour period beyond twelve (12) hours from the release by the NYSIF, that one hundred percent (100%) of the Program enrollment records that meet the quality standards for loading is not loaded into the Offeror's enrollment system, is $_____ for DCS and $_____ for NYSIF.

8. Reporting

(Exclusive to DCS)

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Reporting must be structured to provide assurances that member, network and account management service levels are being maintained and that claims are being paid and billed according to the terms of the agreements with pharmacies and the terms of the Agreements resulting from this RFP. The selected Offeror may on occasion be requested to provide ad-hoc reporting and analysis within very tight time frames.

In order to fulfill its obligations to enrolled members and ensure contract compliance, the Program requires that the Offeror provide accurate claims data information on a claim processing cycle basis as well as specific summary reports concerning the DCS Program and its administration.

All electronic files received by the Department are first validated for compliance with the specified file structure. Files that fail to adhere to this structure are rejected in their entirety.

a. Duties and Responsibilities

The selected Offeror will be responsible for accurate reporting services including, but not limited to:

(1) Ensuring that all financial reports including cycle claim reports are generated from amounts billed to the DCS Program, and tie to the quarterly and annual financial experience reports, and Rebate reports;

(2) Developing, in conjunction with the Department, standard electronic management, financial, and utilization reports required by the Department for its use in the review, management, monitoring and analysis of the DCS Program. These reports must tie to the amounts billed to the DCS Program. The final format of reports is subject to the Department review and approval;

(3) Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department. The primary reports and data files are listed in this section of the RFP under Annual, Semi-Annual, Quarterly, Monthly and Ad-Hoc Reports and include the time frames for submittal to the Department;

(4) Providing direct, secure access to the Offeror's claims system and any online and web-based reporting tools to the Departments' offices;

(5) Providing Ad Hoc Reports and other data analysis at no additional cost. The exact format, frequency, and due dates for such reports shall be specified by the Department. Information required in the Ad Hoc Reports may include but is not limited to providing:

(a) Forecasting and trend analysis data

(b) Data necessary to track drug pricing

(c) Utilization data on the Mail Order Pharmacy and the Special Pharmacy Program

(d) Utilization review savings

(e) Benefit design modeling analysis

(f) Reports to meet clinical program review needs

(g) Reports segregating claims experience for specific populations

(h) Reports to monitor Agreement compliance

(6) ***Management Reports and Claim File Guarantees****:* The Offeror must propose a performance guarantee. The DCS Program's service level standard requires that accurate management reports and claim files as specified in Section IV.B.8.a.(7) (DCS Reporting) of this RFP will be delivered to the Department no later than their respective due dates inclusive of the date of receipt.

(7) Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department. The primary reports and data files are listed under Annual, Semi-Annual, Quarterly, Monthly, Weekly, and Ad-Hoc Reports and include the time frames for submittal to the Department:

Annual Reports

Annual Financial Summary Report: The Offeror must submit an annual report of the DCS Programs' charges and credits no later than seventy-five (75) Days after the end of each Calendar Year. These statements must detail, at minimum, claims paid during the year, claims administration costs, performance credits, audit credits, drug settlement proceeds, rebates (earned and paid), and coordination of benefit (COB) savings. Such detail must include all charges by the Offeror to the DCS Program;

Annual Rate Renewal Report: The Offeror must submit an Annual Premium Renewal no later than September 1st of each Calendar Year. This renewal package must detail all assumptions utilized to back up the rate renewal request, including, but not limited to: paid claim amounts, administrative fees, projected Pharma Revenue, COB recoveries, changes in enrollment, changes in the Specialty Pharmacy drug list as well as changes in the Flexible Formularies and the Traditional PDL;

Annual Mail Service Pharmacy Process Satisfaction Survey Summary Report: The Offeror must submit a report which details, in summary form, the results of Enrollee satisfaction surveys designed to evaluate the level of DCS Program Enrollee satisfaction with the Mail Service Pharmacy Process. The surveys should cover areas of order processing, quality of services, and timeliness. The format of the survey

instrument and reports is subject to NYS input and approval. The report is due annually, on May 1st of the year following the Calendar Year being surveyed. The report must include Enrollee comments and an accounting and resolution of any Enrollee issues;

Annual Summary Reporting: The Offeror must prepare and present an annual report that details DCS Program performance, industry trends and anticipated market developments including the introduction of generics and potential new product developments. This presentation should include comparisons of the DCS Program to book of business statistics, and other similar plan statistics. Clinical, financial and service issues as well as strategies and opportunities for plan savings are to be comprehensively addressed. In addition, the Offeror should be proactive by reporting any areas that need improvement, potential problem areas, and any solutions that can be implemented. The annual presentation and report is due each August after the end of each complete Calendar Year;

Annual Report of Claims and Credits Paid by Agency: The Offeror must submit a report that details claims and credits paid by agency. The Offeror is required to submit this report in the current format specified by the Department in Exhibit II.F unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the Calendar Year. The report must accurately reflect only Final Paid Claims.

Mail Service Pharmacy Process Accuracy Annual Report: The Offeror is required to submit an annual report that provides a breakdown of the various errors and calculates the accuracy rate of transactions processed using the Offeror's Mail Service Pharmacy Process. The Offeror is required to work out the final format of this report with the Department. The report is due thirty (30) Days after the end of the Calendar Year.

Rebate True-up File: The Offeror is required to transmit a computerized file via secure transfer containing a yearly true-up of rebate records in a format specified by the Department. The true-up rebate file must match all of the billing records provided by the Offeror in the bi-weekly pharmacy billing files. The report is due one hundred fifty (150) Days after the end of the Calendar Year.

Catastrophe Reinsurance Reconciliation Report: The Offeror is required to submit an annual reconciliation of the Catastrophe Reinsurance receipts for the EGWP by December 31st of the year following year of incurral.

Semi-Annual Reports

Top 100 Brand Name and Generic Drugs – Retail Pharmacy Report: The Offeror is required to submit a semi-annual report that details the top 100 brand name and top 100 Generic Drugs dispensed to Enrollees of the DCS Program through the Offeror's Retail Pharmacy Network sorted by drug spend and script count. The report should include fields such as: drug name, indication of use (i.e. cholesterol, diabetes, etc), preferred drug indicator, number of Rx's, number of Enrollees utilizing the drug, Rx cost, average cost per script, average Copayment, and average Days supply. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.7. The numbers should be submitted on a year-to-year comparison basis. Any trends or abnormalities should be submitted in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;
Top 20 Therapeutic Categories Report: The Offeror is required to submit a semi-annual report that details the top 20 therapeutic categories by drug spend on the Offeror's Flexible Formularies and Preferred Drug List (broken down by drug) utilized by Enrollees of the DCS Program (combined Retail, Mail Service and Specialty Pharmacy). The report should include fields such as: drug name, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.8. The numbers should be submitted on a year-to-year comparison basis. Any trends or abnormalities should be submitted in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

Top 100 Brand Name and Generic Drugs – Mail Service Pharmacy Report: The Offeror is required to submit a semi-annual report that details the top 100 brand name and top 100 Generic Drugs dispensed to Enrollees of the DCS Program through the Offeror's Mail Service Pharmacy sorted by drug spend and script count. The report

should include fields such as: drug name, indication of use (i.e., cholesterol, diabetes, etc), preferred drug indicator, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.9. The numbers should be provided on a year-to-year comparison basis. Any trends or abnormalities should be provided in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

Top 100 Specialty Drugs – Specialty Pharmacy Report: The Offeror is required to submit a semi-annual report that details the top 100 Specialty Drugs dispensed to Enrollees of the DCS Program through the Offeror's Designated Specialty Pharmacy sorted by drug spend and script count. The report should include fields such as: drug name, indication of use (i.e., cholesterol, diabetes, etc) , preferred drug indicator, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.6. The numbers should be provided on a year-to-year comparison basis. Any trends or abnormalities should be provided in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

Quarterly Reports

Quarterly Financial Summary Reports: The Offeror must submit quarterly financial reports which present the DCS Program's experience for the most recent quarter (based on a Calendar Year) and the experience from the beginning of the Calendar Year to the end of the quarter being reported. The quarterly reports must also include projections of:

- annual financial performance;
- assessment of DCS Program costs;
- incurred claim triangles;
- Pharma Revenue;
- coordination of benefit recoveries;
- audit recoveries;

- drug settlement and litigation recoveries;
- administrative expenses;
- trend statistics; and
- such other information as the Department deems necessary.

The reports are due on a quarterly basis, fifteen (15) Days after the end of the reporting period;

Quarterly Performance Guarantee Report: The Offeror must submit quarterly the DCS Program's Performance Guarantee report that details the Offeror's compliance with all of the Offeror's proposed Performance Guarantees. The report should include the areas of: Implementation; system availability; customer service (telephone availability, response time, blockage rate, abandonment rate); claims processing; management reports and claim files; enrollment; mail service turnaround; and, Pharmacy composition and access. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.11. Documentation of compliance should be included with this report. The report is due thirty (30) Days after the end of the quarter;

Quarterly Network Access: The Offeror must submit a measurement of the Network access (using Exhibit I.Y.4) based on a "snapshot" of the network taken on the last day of each quarter. The report is due thirty (30) Days after the end of the quarter;

Quarterly Audit Report: The Offeror must submit a quarterly audit report detailing audits planned, audits initiated, audits in progress, audits completed, audit findings, audit recoveries, and any other enforcement action by the Offeror. The report should include fields such as: Pharmacy name, NABP number, recovery amounts, audit method or type, and basis for and method of recovery. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.12. The report is due thirty (30) Days after the end of the quarter;

Quarterly Coordination of Benefit Report: The Offeror must submit a report that details the amount of recoveries received as a result of coordinating benefits with other Plans including Medicare. The Offeror's report should identify the COB

source, the Enrollee, the original claim amounts, and the amount received from the other insurance carriers or Medicare. The Offeror is required to work out the final format of this report with the Department. The report is due thirty (30) Days after the end of the quarter;

Quarterly Rebate and Other Pharma Revenue Report: The Offeror is required to submit a quarterly rebate and other Pharma Revenue report detailing the amount of rebates and other Pharma Revenue received from the Offeror during the quarter. The report must include breakdowns by each manufacturer and drug with quarterly and year-to-date numbers, as well as any adjustments that are performed. The Offeror should closely follow the current format specified by the Department in Exhibit II.F.13. The Offeror's process for documenting rebates and other Pharma Revenue by manufacturer and issuing the payment of rebates and other Pharma Revenue to the DCS Program should not exceed one hundred fifty (150) Days from the end of the quarter in which the initial claims were processed. This report is due at the time the rebates and other Pharma Revenue are paid to the Program;

Quarterly Participating Agency Claims: The Offeror is required to submit a quarterly report that details claims by Participating Agency. The Offeror is required to submit this report in the current format specified by DCS in Exhibit II.F unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the quarter;

Generic Appeals and Prior Authorization Quarterly Report: The Offeror is required to submit a quarterly report that provides the number of generic appeals and prior authorization requests, by individual drug. The report must include numerical breakdowns on the number of generic appeals and prior authorization requests made by the individual drug as well as the success/declination rate of these requests. The Offeror should closely follow the current format specified by the Department in Exhibits II.J and II.H.1. The report is due thirty (30) Days after the end of the quarter;

Rebate File: The Offeror is required to transmit a computerized file via secure transfer containing prescription rebate information for all earned rebates in a format specified by the Department. The pharmacy rebate records in the Rebate File must

match all prescriptions billed to the Department by the Offeror. The report is due one hundred fifty (150) Days after the end of the quarter; and

Quarterly Website Analytics Report: The Offeror is required to submit a quarterly report that provides comprehensive performance information for the Offeror's customized DCS Program website as set forth in Section IV.B.4.a.(7) of this RFP. The report must include summarized and detailed website performance information and statistics, as well as proposed modifications to the layout and design of the website to improve communications with Enrollees. The report is due thirty (30) Days after the end of the quarter.

Monthly Reports

Monthly Report of Paid Claims by Month of Incurral: The Offeror is required to submit a monthly report that provides summarized paid claims by month of incurral. The Offeror is required to submit this report in the current format specified by the Department in Exhibit II.F unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month;

Monthly Report of Paid Claims by Pharmacy and Rx Type: The Offeror is required to submit a monthly report that provides summarized paid claims by Pharmacy type by Rx type. This report must distinguish reversals and allow the Department to verify Guaranteed Discounts. The Offeror is required to submit this report in the current format as specified by the Department in Exhibit II.F unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month;

Monthly Report of DCS Program MAC List: Each month the Offeror is required to submit an updated DCS Program MAC List that details all the drugs included on the DCS Program MAC List and the corresponding prices used to charge the DCS Program. The following information shall be included: GCN, drug name, form, strength, reference product, FDA rating, date the product was initially MAC'd, initial MAC price, previous MAC price, current MAC price, effective date of current MAC price and the change in price from the previous DCS Program MAC List. Drugs that are added or deleted from the DCS Program MAC List shall be clearly marked or

highlighted. The Offeror is required to submit this report in the current format specified by DCS in Exhibit II.F.4 unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month;

MAC Saving Reports: Each month is required to submit a year-to-date and annualized savings projections of the MAC price increases and decreases based on expected utilization. The following information shall be included: GCN, Drug Name, Strength, Initial MAC Price, Current Price, Quantity Filled, Actual Savings, Annual Savings. The Offeror is required to submit this report specified by the Department in Exhibit II.F.14 unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month; and

Program Customer Service Monthly Reports: Each month the Offeror is required to submit a customer service report that measures the Offeror's customer service performance including customer service availability, customer service telephone response time, the telephone abandonment rate, the telephone blockage rate, claims processing, enrollment, and mail service turnaround. The Offeror is required to work out the final format of these reports with the Department. The reports are due fifteen (15) Days after the end of the month. For the first two months of the Agreement resulting from this RFP, these reports will be due on a weekly basis. After two months, the Department will re-examine the required frequency of these reports and establish due dates with the Selected Offeror.

Bi-Weekly Reports

Detailed Claim File Data: The Offeror must transmit to the Department and/or its Decision Support System (DSS) Vendor a computerized file via secure transfer, containing detailed claim records in the format specified by the Department in Exhibit II.F.1 unless otherwise specified by the Department, to support the bi-weekly invoice. The Department requires that all claims processed, reversed and adjusted be included in claims data. The file must facilitate reconciliation of claim payments to amounts charged to the DCS Program and include the current status of the claim (i.e. fields identifying claims as paid, adjusted, reversed). A rejected claim file is also required upon request by the Department. The Offeror is required to securely forward the

required claims data on a claims processing cycle basis to the Department and/or its DSS vendor within fifteen (15) Days after the end of each claims processing cycle, and submit a summarized report by claims processing cycle broken down by drug type (generic/brand) utilizing the fields and the format specified by the Department in Exhibit II.F.5. Based upon the analysis of the information contained in the report any important programmatic information, trends or abnormalities should be provided in a narrative.

Reports Required at Other Frequencies

Mac Alert Notice: The Offeror is required to submit a report of the financial impact of enforcing mandatory generic substitution via a "Mac Alert Notice" utilizing the current format specified by the Department in Exhibit II.F.10. This report must be submitted in accordance with the time frames specified in Section IV.B.14.a.(4) of this RFP, under the subheading "Mandatory Generic Substitution at Retail and Mail."

b. Required Submission

(1) How will reversed, rejected, and adjusted claims be reflected in the reconciliation of the cycle claim reports to the quarterly and annual financial experience statements? Will this process be the same for claims billed within the cycle or outside of the cycle? Please describe in detail how reversed or modified claims are identified within your claims data. Please describe how your system allows the Department to identify only Final Paid Claims within your claims data. Explain how a claim reversed in a different billing cycle would be identified in your claims data.

(2) The Offeror must submit examples of the financial and utilization reports that have been listed without a specified format in the reporting requirements above as well as any other reports that the Offeror is proposing to produce for the Department to be able to analyze and manage the DCS Program. Provide an overview of your reporting capabilities with the value you believe this will bring to the DCS Program.

(3) Confirm that you will provide reports in the specified format (paper and/or electronic – Microsoft Access, Excel, Word), as determined by the Department.

(4) Confirm that you will provide direct, secure access to your claims system and any online and web-based reporting tools to the Department's offices. Include a copy of the data sharing agreement you propose for Department staff to execute in order to obtain systems access.

(5) Confirm that your ability and willingness to provide Ad Hoc Reports and other data analysis. Provide examples of Ad Hoc reporting that you have performed for other clients.

(6) ***Management Reports and Claim File Guarantees*****:** The DCS Program's service level standard requires that accurate management reports and claims files will be delivered to the Department no later than their respective due dates. For the management reports and claim files listed in Section IV.B.8.a.(7) of this RFP, the Offeror must propose a performance guarantee. The Offeror shall propose the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet this standard.

The Standard Credit Amount for each management report or claim file that is not received by its respective due date is $1,000 per report per each Business Day. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the DCS Program's Claims Administration Fee for each management report or claim file that is not received by its respective due date, is $_____ per report for each Business Day between the due date and the date the accurate management report or claims file is received by the Department inclusive of the date of receipt.

Reporting (Exclusive to NYSIF)

Reporting must be structured to provide assurances that Claimant, network and account management service levels are being maintained and that claims are being paid and billed according to the terms of the agreements with pharmacies and the terms of the separate Agreements resulting from this RFP. The selected Offeror may on occasion be requested to provide ad-hoc reporting and analysis within very tight time frames.

In order to fulfill its obligations to enrolled members and ensure contract compliance, the NYSIF Program requires that the Offeror provide accurate claims data information on a claim processing cycle basis as well as specific summary reports concerning the NYSIF Program and its administration.

All electronic files received by NYSIF are first validated for compliance with the specified file structure. Files that fail to adhere to this structure are rejected in their entirety.

Upon selection, the contractor will be provided with detailed specifications for all files exchanged between NYSIF and the contractor. In general, these specifications include the use of:

- Either fixed length ASCII text format and/or delimited ASCII text files;
- Standard structure for all including order:
  - Header record;
  - Detail records;
  - Footer record containing defined control totals, e.g. record count, hash totals, etc.;
- Standard encryption/decryption methodology;
- Standard secure file transfer protocol.

a. <u>Duties and Responsibilities</u>

The selected Offeror will be responsible for accurate reporting services including, but not limited to:

(1) Generating and submitting monthly, quarterly, semi-annual and annual reports per NYSIF specification. Specifications will be provided upon contractor selection;

(2) Capturing and providing NYSIF with electronic files of eligibility and authorization on the GC3, or similar code level. The Offeror should have the capability to capture drug denials on the GCN and NDC code levels;

(3) Providing direct, secure access to the Contractor's claims system and any online and web-based reporting tools to NYSIF's offices;

(4) Providing NYSIF with an on-line decision support tool with ad-hoc query capability;

(5) Providing Ad Hoc Reports and other data analysis at no additional cost. The exact format, frequency, and due dates for such reports shall be specified by NYSIF. Information required in the Ad Hoc Reports may include but is not limited to providing:

(a) Forecasting and trend analysis data;

(b) Data necessary to track drug pricing;

(c) Utilization data on the Mail Order Pharmacy and the Special Pharmacy Program;

(d) Utilization review savings;

(e) Benefit design modeling analysis;

(f) Reports to meet clinical program review needs;

(g) Reports segregating claims experience for specific populations; and

(h) Reports to monitor Agreement compliance.

(6) The Offeror must work with NYSIF to resolve reporting issues according to the timeframes described in Section IV.B.8.a.(8) (NYSIF Reporting) of this RFP;

(7) ***Management Reports and Claim File Guarantees****:* The Offeror must propose a performance guarantee. The NYSIF's Program service level standard requires that accurate management reports and claim files as specified in Section IV.B.8.a.(8) (NYSIF Reports) of this RFP will be delivered to NYSIF no later than their respective due dates inclusive of the date of receipt;

(8) Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by NYSIF. The primary reports and data files are listed in this section of the RFP under Annual, Semi-Annual, Quarterly, Monthly, Weekly, and Daily Reports and include the time frames for submittal to NYSIF;

Annual Reports

Rebate True-up File: The Offeror is required to transmit a computerized file via secure transfer containing a yearly true-up of rebate records in a format specified by NYSIF. The true-up rebate file must match all of the billing records provided by the Offeror in the weekly pharmacy billing files. The report is due one hundred fifty (150) Days after the end of the Calendar Year. Issue resolution timeframe: within 1 week of the original submission.

Quarterly Reports

Rebate File: The Offeror is required to transmit a computerized file via secure transfer containing prescription rebate information for all earned rebates in a format specified by NYSIF. The pharmacy rebate records in the Rebate File must match all prescriptions billed to NYSIF by the Offeror. The report is due one hundred eighty (180) Days after the end of the quarter. Issue resolution timeframe: within 1 week of the original submission.

Monthly Reports

Card Issuance File: The Offeror is required to submit a computerized file via secure transfer with the names of all NYSIF Claimants who have been issued a permanent ID card that is used when filing their injury-related prescriptions. The Offeror is required to submit this report in the current format specified by NYSIF in Exhibit II.E.2d unless otherwise specified by NYSIF. The report is due no later than fifteen (15) calendar Days after the end of the month being reported. Issue resolution timeframe: within 1 week of the original submission.

Weekly Reports

Established Claim Billing File: The Offeror is required to transmit a computerized file via secure transfer containing only those pharmacy bills that are in accordance with the defined NYSIF business rules for pharmacy bill submission and contains only those pharmacy bills that have been successfully matched to an established

NYSIF claim. Upon Offeror selection, NYSIF will provide a comprehensive list of edit rules and rejection codes that are based on the structure or content of a pharmacy bill record, as well as the specified file format. The report is due on the Monday following the week reported. Issue resolution timeframe: prior to the next scheduled submission;

Weekly Invoice: The Vendor Invoice submission consists of two parts:

- Hard copy of the Vendor Invoice submitted to NYSIF via USPS.
- Electronic submission of a Vendor Invoice Detail file supporting the charges on the Vendor Invoice.

The Offeror must submit the Vendor Invoice Detail file in the form an ASCII text file. The purpose of the detailed invoice file is to provide NYSIF with the information needed in order to programmatically reconcile the Vendor Invoice. The report is due on the Monday following the week reported. Issue resolution timeframe: within 1 week of the original submission;

Aging Bill Report File: The Offeror is required to submit a computerized pharmacy billing file via secure transfer with bills previously submitted in the Instant Enrollment/"Short Fill" file that remain unmatched to an established NYSIF claim. In the event there are not records meeting the above criteria, an empty file should be transmitted. The report is due each Monday. Issue resolution timeframe: prior to the next scheduled submission.

Daily Reports

Short Fill Report File: The Offeror is required to submit a computerized file via secure transfer with pharmacy bills for those injured workers of NYSIF policy holders where the bill cannot be matched to an established NYSIF claim. The report is due daily. Issue resolution timeframe: prior to the next scheduled submission.

b. Required Submission

(1) Confirm your agreement to generate and submit all daily, weekly, monthly, quarterly, semi-annual, and annual reports per NYSIF specification;

(2) Confirm you will provide NYSIF with electronic file of eligibility and authorization on the GC3, or similar code level. Indicate your capability for capturing drug denials on the GCN and NDC code levels. If unable to capture denials on the GC3 code level, provide a detailed description of your denial coding system;

(3) Confirm that you will provide reports in the specified format (paper and/or electronic – Microsoft Access, Excel, Word), as determined by NYSIF;

(4) Confirm that you will provide NYSIF with an on-line decision support tool with ad-hoc query capability;

(5) Confirm that your ability and willingness to provide Ad Hoc Reports and other data analysis. Provide examples of Ad Hoc reporting that you have performed for other clients.

(6) Describe how your proposed system will accept pharmacy bills from the Offeror's network pharmacies;

(7) Describe how your proposed system will edit these pharmacy bills in accordance with NYSIF business rules;

(8) Describe how the proposed system will reject, with reason, any pharmacy bills that do not adhere to NYSIF business rules;

(9) Describe the method for notification of your network pharmacy in the event of rejection;

(10) Describe how the pharmacy bills submitted will validate against the claim eligibility information provided by NYSIF;

(11) Identify the format of your pharmacy billing file, i.e. national standard, proprietary, etc;

(12) Describe the encryption and secure transmission protocol for the pharmacy billing files;

(13) Describe how the system will be monitored for performance;

(14) Describe how NYSIF will be notified in the event of a system and/or transmission failure;

(15) Describe how it will be determined into which file Established Claim or Instant Enrollment/"Short Fill," the pharmacy bill will be placed;

(16) Describe the process for tracking Aging Bills and how it will be determined whether or not a bill is to be placed in the Aging Bill files;

(17) Describe how card issuance information is tracked in your system;

(18) Describe your encryption and secure transmission protocol for your electronic files;

(19) Confirm your agreement to create specified electronic files in the form of an ASCII text file;

(20) Describe how rebate information is tracked in your system; and

(21) Describe the process that determines when a rebate is included in the quarterly rebate and annual true-up files.

(22) ***Management Reports and Claim File Guarantees:*** The NYSIF Program's service level standard requires that accurate management reports and claims files will be delivered to the NYSIF no later than their respective due dates. For the management reports and claim files listed in Section IV.B.8.a.(8) (NYSIF Reports) of this RFP, the Offeror must propose a performance guarantee. The Offeror shall propose the forfeiture of a specific dollar amount of the NYSIF Claims Administration Fee for failure to meet this standard.

The Standard Credit Amount for each management report or claim file that is not received by its respective due date is $75 per report per each Business Day. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the NYSIF Claims Administration Fee for each management report or claim file that is not received by its respective due date, is $_____ per report for each Business Day between the due date and the date the accurate management report or claims file is received by the NYSIF inclusive of the date of receipt.

9. Consulting

The Procuring Agencies require the selected Offeror to be an expert in the Prescription drug industry. Thus, the Procuring Agencies may request the advice and recommendations of the selected Offeror to provide the Procuring Agencies with up-to-date developments in the prescription drug field. The Procuring Agencies expect the selected Offeror to proactively provide advice and recommendations that are related to the clinical quality and cost management of the Programs. Such recommendations must include preliminary analysis of financial, therapeutic and Enrollee impact of proposed and contemplated benefit design changes.

a. Duties and Responsibilities

The selected Offeror will be responsible for providing advice and recommendations regarding the Programs. Such responsibility shall include, but not be limited to:

(1) Informing the Procuring Agencies in a timely manner concerning such matters as cost containment strategies, new drugs, conversion from Brand Drugs to Generic Drugs and how it will impact cost, Flexible Formulary and Preferred Drug List configuration, technological improvements, e-prescribing, Pharmacy innovations, and state/Federal legislation (i.e., Medicare, Prescription drug mandates, etc.) that may affect the Programs. The Offeror must provide information and recommendations to the Procuring Agencies on Flexible Formulary or Preferred Drug List (PDL) placement
of new generic and biological therapies prior to release into the marketplace to the extent such information is available in the public realm. The Offeror must also make available to the Procuring Agencies one or more members of the clinical or account management team to discuss the implications of these new trends and developments.

The Procuring Agencies are not under any obligation to act on such advice or recommendation; and

(2) Assisting the Procuring Agencies with recommendations and evaluation of proposed benefit design changes and implementing any changes necessary to accommodate Program modifications resulting from collective bargaining, legislation, or within the statutory discretion of the State. Recommendations must include a preliminary analysis of all associated costs, a clinical evaluation, and the anticipated impact of proposed Program modifications and contemplated benefit design changes on Enrollees.

In the event of a design change and the Offeror requests any change in compensation such change will be in accordance with Section V.C.12.a. of this RFP.

b. Required Submission

(1) What resources will you utilize to ensure the Programs are kept abreast of the latest developments in the Prescription drug field? How do you propose to communicate trends, pending legislation and industry information to the Programs?

10. Transition and Termination of Agreements

The Offeror shall ensure that upon termination of the separate Agreements, any transition to another organization be done in a way that provides Enrollees with uninterrupted access to their Prescription drug benefits and associated customer services through the final termination of the respective Agreements resulting from this RFP. This includes, but is not limited to: ensuring Enrollees/Claimants can continue to fill their Prescriptions through network pharmacies, the Mail Service Pharmacy Process and the Specialty Pharmacy Program; the processing of all non-network claims; verification of enrollment; and, providing sufficient staffing to ensure Enrollees continue to receive good customer service even after the termination date of the Agreements resulting from this RFP. It is also imperative that the Programs continue to have dialogue with key personnel of the Offeror, maintain access to online systems and receive data/reports and other information regarding the Programs after the effective end date of the Agreements. In addition, the Offeror and the selected successor shall fully cooperate with the Department and NYSIF to create and establish separate transition plans in a timely manner for each Program.

a. Duties and Responsibilities

(1) The Offeror must commit to fully cooperate with the successor contractor to ensure the timely, smooth transfer of information necessary to administer the Programs.

(2) The Offeror must, within one hundred twenty (120) Days of the end of the Agreements resulting from this RFP, or within forty-five (45) Days of notification of termination, if the Agreements resulting from this RFP are terminated prior to the end of their term, provide the Procuring Agencies with separate, detailed written plans for transition, which outline, at a minimum, the tasks, milestones and deliverables associated with:

(a) Transition of Program data, including but not limited to a minimum of one year of historical Enrollee claim data, detailed COB data, report formats, Mail Service Pharmacy, Specialty Pharmacy and retail scripts with available refills, prior authorization approved through dates, generic appeal approved through dates and exceptions that have been entered into the adjudication system on behalf of the Enrollee, as well as other data the successor contractor may request and the Procuring Agencies approve during implementation of the Programs in the format acceptable to the Procuring Agencies. The transition of open refill prior authorization and generic appeal files should include but not be limited to the following:

(i) Providing a test file to the successor contractor in advance of the implementation date to allow the new contractor to address any potential formatting issues;

(ii) Providing one or more pre-production files at least four 4 weeks prior to implementation that contains Enrollee Prescription refill availability, one year of claims history and prior authorization and appeal approved-through dates as specified by the Procuring Agencies working in conjunction with the successor contractor;

(iii) Providing a second production file to the new Contractor by the close of business January 2nd (or 2 days after the Agreements resulting from this RFP terminate) that contains all Enrollee Prescription refill availability as specified

by the Procuring Agencies, working in conjunction with the selected successor contractor; and

(iv) Providing a lag file due seven (7) Days after the implementation date to capture any refills that may have been in process but not yet shipped at the Offeror's Mail Service and Designated Specialty Pharmacy(ies) after the end of the year.

(b) Transition of Enrollee information on all non-transferable compounds and controlled medications.

(3) Within fifteen (15) Business Days from receipt of the Transition Plan, the respective Procuring Agency shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department or NYSIF.

(4) Within fifteen (15) Business Days from the contractor's receipt of the required changes, the Contractor shall incorporate said changes into the respective Transition Plan and submit such revised Transition Plan to the Department or NYSIF.

(5) The selected Offeror shall be responsible for transitioning the Programs in accordance with the approved Transition Plans.

(6) To ensure that the transition to a successor contractor provides Enrollees with uninterrupted access to their Prescription Drug benefits and associated customer services, and to enable the Department or NYSIF to effectively manage the separate Agreements resulting from this RFP, the Offeror is required to provide the following Contractor-related obligations and deliverables to the Programs through the final financial settlement of the Agreements resulting from this RFP:

(a) Provide all Contractor-provided services associated with claims incurred, as applicable to the respective Programs, on or before the scheduled termination date of the Agreements resulting from this RFP, including but not limited to paying network claims, Mail Service Pharmacy claims, Specialty Pharmacy claims, manual submit claims including but not limited to: Medicaid, VA , Skilled

Nursing Facility claims, out-of-network claims, foreign claims, in-network claims, COB claims, Student Health Center Claims, and Medicare, reimbursing late filed claims if warranted, reimbursing customer credit balance accounts, resolution of Mail Service Pharmacy process and Specialty Pharmacy Process issues, repaying or recovering monies on behalf of the Program for Medicare claims, retaining NYBEAS access, continuing to provide updates on pending litigation and settlements and claims/rebate data for class action litigation that the Contractor or the NYS Attorney General's Office has/may file on behalf of the Programs. In addition, the Offeror must continue to provide the Procuring Agencies access to any online claims processing data and history and online reporting systems through the final settlement dates, unless the Procuring Agencies notify the Offeror that access may be ended at an earlier date;

(b) Complete all required reports in the reporting Section IV.B.8. of this RFP;

(c) Provide the Programs with sufficient staffing in order to address State audit requests and reports in a timely manner;

(d) Agree to fully cooperate with all the Department, NYSIF or Office of the NYS Comptroller (OSC) audits consistent with the requirements of Article XIX of the resulting Agreements and Appendices A and B;

(e) Perform timely reviews and responses to audit findings submitted by the Department, NYSIF and the Comptroller's audit unit in accordance with the requirements set forth in Article XIX "Audit Authority," Section VII, Contract Provisions;

(f) Remit reimbursement due the Program within fifteen (15) days upon final audit determination consistent with the process specified in Article XIX "Audit Authority" and Article XV "Payments/(credits) to/from the contractor" of Section VII, Contract Provisions and Appendix B; and

(g) (Exclusive to DCS) Assist the Department in all activities necessary to ensure the correct and adequate interface between NYSHIP and the Centers for Medicare and Medicaid Services (CMS) with respect to the administration of the EGWP in

accordance with Subpart R of 42CFR423 and the Medicare Prescription Drug Improvement and Modernization Act (P.L. 108-173). Such assistance includes, but is not limited to the provision of accurate data within the Offeror's control.

(7) The selected Offeror is required to reach separate agreements with the Procuring Agencies on receiving and applying enrollment updates, keeping dedicated phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of the Agreements resulting from this RFP, adjusting phone scripts, and transferring calls to the successor contractor's lines.

(8) The selected Offeror is required to transmit point of service messaging to their Retail Pharmacy Network upon the termination date of the Agreements resulting from this RFP instructing Pharmacists to submit Enrollee claims to the appropriate RXBIN, RXPCN, RXGRP or other claim identification information as specified by the Department and NYSIF working in conjunction with the selected Offeror.

(9) If the selected Offeror does not meet all of the Transition Plan requirements in the time frame stated above, the selected Offeror **will permanently forfeit 100%** of all Claims Administration Fees (prorated on a daily basis) from the due date of the Transition Plan requirement(s) to the date the Transition Plan requirement(s) are completed to the satisfaction of the Procuring Agencies.

b. Required Submission

(1) Provide an outline of the key elements and tasks that would be included in your separate Transition Plans to ensure that all the required duties and responsibilities are completed if you were the incumbent contractor. Include a brief explanation on how you would accomplish this with the successor contractor.

(2) Please detail the level of customer service that you will provide after the termination date of the Agreements resulting from this RFP.

11. Network Management

The selected Offeror must have a comprehensive nationwide Retail Pharmacy Network in place to allow adequate access for Enrollees to obtain all Covered Drugs through the Retail

Pharmacy Network. Through this RFP, the Programs are seeking a Pharmacy Network that delivers the most aggressive discounts possible, while meeting the minimum guarantees for Network Pharmacy access. In addition, the selected Offeror is required to have a fully functioning Mail Service Pharmacy Process that allows Enrollees to obtain all Covered Drugs and is capable of handling the mail service Prescription volume of the Programs:

Retail Pharmacy Network

The current Programs include a nationwide Retail Pharmacy Network through which Enrollees can obtain all Covered Drugs including any and all drugs that could be classified as Specialty Drugs/Medications as required by Section IV.B.11. of this RFP, under the subheading "Specialty Drugs/Medications." The Offeror must propose a Retail Pharmacy Network that meets or exceeds the Programs' minimum access guarantees at the time of proposal submission that is credentialed and contracted for participation in the Programs' Retail Pharmacy Network commencing on January 1, 2014. The Offeror may choose to enter into Program-specific Pharmacy contracts that are contingent on award and/or utilize existing Pharmacy agreements that can be made applicable to the Programs to meet the Programs' requirement that the Offeror have executed contracts with all the Network Pharmacies included in the Offeror's Proposed Retail Pharmacy Network File upon the submission date of their Proposal. (**Note:** Because the Procuring Agencies provide significant purchaser volume, the Department and NYSIF expect each Offeror will present a Proposal with network contracts at reimbursement rates more favorable than the Offeror's standard pharmacy contracts.)

All Brand Drug Retail Pharmacy Network claims shall be charged to the Programs at Pass-through Pricing subject to the Offeror's proposed overall Guaranteed Minimum Discount off of AWP for all Brand Drugs dispensed, as set forth in Exhibit V.A, plus the applicable brand dispensing fee. All Generic Drug Retail Pharmacy Network claims shall be charged to the Program at Pass-through Pricing subject to the Offeror's proposed overall Guaranteed Minimum Discount off of AWP for all Generic Drugs dispensed, as set forth in Exhibit V.A plus the applicable generic dispensing fee. Retail and Mail Service Pharmacy Process claims meeting the Programs' definition of Compound Drugs shall be charged to the Programs utilizing Pass-through Pricing in accordance with the Offeror's proposed (and Procuring Agencies' approved) methodology plus the applicable compound dispensing fee. *Do not include any cost information in the technical proposal.*

a. Duties and Responsibilities

(1) The Offeror must maintain a credentialed and contracted Retail Pharmacy Network that meets or exceeds the Programs' minimum access standards throughout the term of the resultant Agreements.

(2) The Programs require that the Offeror have available to Enrollees on January 1, 2014 its proposed Retail Pharmacy Network in accordance with the requirements set forth in Section IV.B.3.a.(2)(a) guaranteeing effective implementation of their proposed Retail Pharmacy Network.

(3) The Offeror is required to include Independent Pharmacies in its Proposed Retail Pharmacy Network. In developing its proposed Retail Pharmacy Network, the Offeror is expected to use its best efforts to substantially maintain the composition of independent Network Pharmacies included in the Programs' current Retail Pharmacy Network provided such Pharmacies meet the requirements of Pharmacy Credentialing and Pharmacy Contracting of this RFP, and are willing to accept the proposed aggressive reimbursement rates.

(4) The selected Offeror shall 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 below.

(5) The Offeror must effectively communicate the content (including any subsequent changes) and requirements of the Program's Flexible Formularies and Preferred Drug Lists to their Retail Pharmacy Network.

(6) Prior to January 1, 2014, the selected Offeror must ensure that their Network Pharmacies have the correct claim identification information (i.e. RX BIN #, RXPCN, RXGRP, effective date, phone number for questions, etc.) to facilitate accurate claims submission and uninterrupted access for Enrollees.

(7) Offerors must establish a process to provide Enrollees with access to Limited Distribution Drugs through the Retail Pharmacy Network.

(8) ***Network Pharmacy Access Guarantee*:** The selected Offeror must propose a Retail Pharmacy Network that throughout the term of the Agreements resulting from this RFP meets or exceeds the Procuring Agencies' minimum access guarantees as follows:

(a) Ninety percent (90%) of Enrollees in urban areas will have at least one (1) Network Pharmacy within two (2) miles;

(b) Ninety percent (90%) of Enrollees in suburban areas will have at least one (1) Network Pharmacy within five (5) miles; and

(c) Seventy percent (70%) of Enrollees in rural areas will have at least one (1) Network Pharmacy within fifteen (15) miles.

Note: In calculating whether the Offeror meets the minimum access guarantees, all Enrollees must be counted; no Enrollee may be excluded even if a Pharmacy is not located within the minimum access area.

Offerors should provide a guarantee, separately for each Program, for each of the three (3) measurements and areas (urban, suburban, and rural). These guarantees are based on the distance, in miles, from a Program Enrollee's home (zip code) to the nearest Network Pharmacy location.

Urban, suburban and rural are based on US Census Department classifications, as determined by GeoAccess. Offerors may guarantee better access than the minimums, but the access guarantees must follow the same structure as the above minimum (i.e., access guarantees for each of the three (3) areas based on the entire Program population).

b. Required Submission

(1) Propose access guarantees for the Programs' Retail Pharmacy Network that meet or exceed the minimums set forth above. The access guarantee must be provided in terms of actual distance from Enrollees' residences and must meet or exceed the minimum access guarantees stipulated above.

% of Enrollees with Access to Retail Pharmacies	**Enrollee Location**	**Access Guarantee - 1 Pharmacy at least within**
___%	Urban	___ miles
___%	Suburban	___ miles
___%	Rural	___ miles

(2) Complete Exhibit I.Y.1 to indicate whether certain chain pharmacies will or will not participate your Retail Pharmacy Network on January 1, 2014. The completion of Exhibit I.Y.1 must be consistent with the contents of the Offeror's Proposed Retail Pharmacy Network File, Exhibit I.Y.3.

(3) Please compare the current DCS Program network pharmacies that have submitted claims in 2010/2011 with your Proposed Retail Pharmacy Network File. Identify whether each of the Program's current network pharmacies will or will not participate in the Offeror's proposed Retail Pharmacy Network in accordance with the instructions provided in Exhibit I.Y.5, entitled "Comparison of Current Program Network Pharmacies and the Offeror's Proposed Retail Pharmacy Network." The file containing the DCS Program's current network pharmacies and instructions for completing the exhibit can be obtained by following the instructions included in Exhibit I.Y.5 and meeting the requirements specified in Section III.B.5. of this RFP.

(4) Please confirm that if selected, you will provide ~~an~~ updated Exhibits I.Y.1, I.Y.3, I.Y.4 and I.Y.5 on December 1, 2013 confirming that the Offeror's proposed Retail Pharmacy Network will be implemented as required on January 1, 2014. If necessary, the selected Offeror shall submit a second file affirmatively identifying any deviations from the proposed Retail Pharmacy Network along with a detailed explanation for all deviations.

(5) Describe the approach(es) you would use to solicit additional pharmacies to enhance your proposed Retail Pharmacy Network or to fulfill a request to add an individual independent Pharmacy.

(6) Please identify Limited Distribution Drugs and indicate the authorized distributors that will participate in the Retail Pharmacy Network proposed for the Programs. If you are unable to secure the participation of the authorized distributors in your Retail

Pharmacy Network, describe the process you will utilize to provide Enrollees with access to these drugs placing no additional steps or burdens on the Enrollee.

(7) ***Network Pharmacy Access Guarantees*****:** You must guarantee that throughout the term of the Agreements resulting from this RFP, Enrollees living in urban, suburban and rural areas will have access, as proposed by the Offeror, to a Network Pharmacy. The Offeror must propose an access guarantee that meets or exceeds the minimum access guarantees set forth in the "Retail Pharmacy Network" Section of this RFP. The Offeror shall propose, separately for each Program, the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet these guarantees.

The Standard Credit Amount for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee, for any quarter, in which the Network Pharmacy Access for Urban Areas is not met by the Offeror, is $100,000 per each quarter for DCS and $7,500 for NYSIF. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee is $_____ for DCS and $____ for NYSIF for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee (or the Offeror's proposed guarantee) for any quarter in which the Network Pharmacy Access-for Urban Areas Guarantee, is not met by the Offeror.

The Standard Credit Amount for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee for any quarter in which the Network Pharmacy Access for Suburban Areas is not met by the Offeror, is $100,000 per each quarter for DCS and $7,500 for NYSIF. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee is $_____ for DCS and $____ for NYSIF for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee (or the Offeror's proposed guarantee) for any quarter in which the Network Pharmacy Access-for Suburban Areas Guarantee, is not met by the Offeror.

The standard credit amount for each .01 to 1.0% below the seventy percent (70%) minimum access guarantee for any quarter in which the Network Pharmacy Access

for Rural Areas is not met by the Offeror, is $100,000 per each quarter for DCS and $7,500 for NYSIF. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee is $_____ for DCS and $____ for NYSIF for each .01 to 1.0% below the seventy percent (70%) minimum access guarantee (or the Offeror's proposed guarantee) for any quarter in which the Network Pharmacy Access-for Rural Areas Guarantee, is not met by the Offeror.

Measurement of compliance with each access guarantee will be based on a "snapshot" of the Retail Pharmacy Network taken on the last day of each quarter within the current plan year. The results must be provided in the format contained in Exhibit I.Y.4. The report is due thirty (30) Days after the end of the quarter.

Pharmacy Credentialing

Offerors must ensure that their Network Pharmacies meet the licensing standards required by the state in which they operate. Network pharmacies are also required to meet the credentialing criteria established by the Offeror. This criteria should be designed to ensure quality pharmaceutical care.

a. Duties and Responsibilities

(1) The selected Offeror must ensure its Retail Pharmacy Network is credentialed in accordance with all applicable federal and state laws, rules and regulations.

(2) The Offeror must credential Pharmacies in a timely manner and shall have an effective process by which to confirm Network Pharmacies continuing compliance with credentialing standards.

(3) The Offeror must maintain credentialing records and make them available for review by the Procuring Agencies upon request.

b. Required Submission

(1) Describe the Offeror's process to ensure that network pharmacies meet the applicable state licensing requirements and are in compliance with all other federal and state

laws, rules and regulations. What is the resource, data base, or other information used by your organization to verify this information?

(2) Describe your approach for credentialing Network Pharmacies.

(a) Specify if you utilize an external credentialing verification organization. When was the credentialing verification process last completed? What is your process for confirming continuing compliance with credentialing standards? How often do you conduct a complete review?

(b) What steps do you take between credentialing periods to ensure that Network Pharmacies that are officially sanctioned, disciplined, or had their licenses revoked are removed from the Retail Pharmacy Network as soon as possible? What steps, if any, do you take to advise members when a Pharmacy has been removed from the Retail Pharmacy Network?

Pharmacy Contracting

Contracts with pharmacies should be written to utilize the Programs' market strength to obtain maximum discounts while also ensuring the Programs' access guarantees are met. This could include reimbursement provisions which are lower than the Offeror's standard reimbursement rates for Network Pharmacies. Contracting staff should keep abreast of current market conditions and have the wherewithal to adjust contracts with pharmacies to reflect the best interests of the Programs. The Offeror must ensure that all Network Pharmacies contractually agree and comply with the Programs' requirements and benefit design. The Program expects Offerors to negotiate aggressive discounts off of AWP for Brand Drugs and manage a Program MAC List for Generic Drugs dispensed to Enrollees. Contracts should be consistent with and support proposed access guarantees to ensure long-term stability of the Retail Pharmacy Network.

Note: Do not include any cost information in the Technical Proposal.

a. Duties and Responsibilities

The Offeror will be responsible for providing Pharmacy contracting services including but not limited to:

(1) Ensuring that all Network Pharmacies contractually agree to and comply with all of the Programs' requirements and benefit design specifications;

(2) (Exclusive to DCS) Ensuring all Network Pharmacy contracts include a provision prohibiting the use of pharmacy manufacturer coupons that reduce or waive Enrollee Copayments;

(3) (Exclusive to DCS) Recruiting licensed Pharmacies affiliated with home care agencies that are participating providers under The Empire Plan's Home Care Advocacy Program administered by The Empire Plan's medical carrier. These licensed pharmacies are provided in Exhibit II.E.3 of this RFP;

(4) Ensuring that Network Pharmacies accept as payment-in-full the Offeror's reimbursement for all claims processed based on the Program's Lesser of Logic detailed in Section VII of the RFP, Article 12.6.0.

(5) Notifying the Department and NYSIF in writing of any plan to renegotiate the financial terms of any Network Pharmacy contract utilized by the Programs for any Pharmacy that is located in the State of New York, or for any such Pharmacy located outside the NYS that accounts for more than 0.25% of total Program final paid claim Ingredient Costs;

(6) Notifying the Procuring Agencies in writing within one (1) Business day of any changes to contracts with Retail Pharmacy Network chain Pharmacies or independent Pharmacies negotiating collectively with the Offeror, including but not limited to, those identified as participating in the Offeror's proposed network;

(7) (Exclusive to DCS) Upon the request of the Department, resoliciting the entire Pharmacy Network to obtain more aggressive reimbursement rates that would pass-through to the Program in exchange for a smaller, select network that meets proposed access guarantees, as modified;

(8) Committing to administering Pharmacy contracts consistent with all representations made in the Offeror's cost proposal, including all representations regarding the administration of generic pricing and maintenance of MAC list(s); and

(9) (Exclusive to NYSIF) Ensuring there are mechanisms in place to circumvent the referral of bills by participating pharmacies to third party billers for collection.

b. Required Submission

(1) Confirm that your agreements with Network Pharmacies require their compliance with all the Programs' requirements and benefit design specifications. Provide a copy of the Offeror's proposed Pharmacy contract, rate sheet, and provider manual.

(2) (Exclusive to DCS) Confirm that licensed Pharmacies affiliated with home care agencies that are participating providers under The Empire Plan's Home Care Advocacy Program are, or will be, recruited into your Retail Pharmacy and Specialty Pharmacy network, if applicable.

(3) Please confirm that your Network Pharmacy contracts require the Pharmacy to apply the Program's Lesser of Logic to all the Programs' claims.

(4) Please confirm that you will notify the Procuring Agencies in writing of any changes to the Network Pharmacy contracts or any plans to renegotiate the financial terms of the contracts utilized by the Programs for any New York State Pharmacy or significant out-of-state Pharmacy.

(5) (Exclusive to NYSIF) Describe in detail the mechanisms you will put in place to circumvent the referral of bills by participating pharmacies to third party billers for collection.

Pharmacy Audit

The protection of the Programs' assets must be a top priority of the selected Offeror. The selected Offeror must have a strong audit presence throughout its organization. The Offeror is responsible for the oversight and audit of pharmacies that dispense drugs for Enrollees.

Staff should be well-trained and experienced. Claims systems should have logic programmed which help to focus audit resources.

a. <u>Duties and Responsibilities</u>

The selected Offeror must have a staffed and trained audit unit employing a comprehensive Pharmacy audit program that includes but is not limited to:

(1) Providing ample audit resources including access to the Offeror's on-line claims processing system to the Department, NYSIF and OSC at their respective offices through the date of the final financial settlement of the Agreement resulting from this RFP;

(2) Providing the Procuring Agencies with access and monthly updates to the Prescription Drug industry pricing source material (e.g. Red Book, Medispan, other) that the Offeror will be utilizing for the Programs;

(3) Conducting routine and targeted on-site audits of Network Pharmacies, the Mail Service Pharmacy and the Specialty Pharmacy(ies). Pharmacies that deviate significantly from patterns of dispensing in terms of cost, drug selection, overrides, Days supply or utilization are to be identified and targeted for on-site and desk audits in accordance with established selection and screening criteria. On-site audits must also be conducted upon request by the Procuring Agencies, or when information is received by the Offeror that indicates a pattern of conduct by a Pharmacy that is not consistent with the respective Programs design and objectives. Periodic, on-site audits must be conducted at least once during the course of the resultant Agreements for Pharmacies that fall into the top fifty (50) in terms of total dollar spend for the Programs. Any modifications to the proposed Pharmacy audit programs must receive prior approval by the State;

(4) Providing reports to the Procuring Agencies detailing audits planned, audits initiated, audits in progress, audits completed, audit findings, audit recoveries, and any other enforcement action by the Offeror. The Offeror must inform the Procuring Agencies in writing of any allegation or other indication of potential fraud and abuse identified within seven (7) Business Days of such allegations or identification. The Procuring

Agencies must be fully informed of all fraud and abuse investigations impacting the Programs upon commencement, regardless of whether the individual fraud and abuse investigation has a material financial impact to the State;

(5) The capability and contractual right to effectively audit the Programs' Retail Pharmacy Network, including the use of statistical sampling audit techniques and the extrapolation of errors;

(6) Agreement to fully cooperate with all Department, NYSIF and/or OSC audits consistent with the requirements of Appendices A and B as set forth in Section VII, Contract Provisions including provision of access to protected health information and all other confidential information when required for audit purposes as determined by the Department and/or OSC as appropriate. The Offeror must respond to all State (including OSC) audit requests for information and/or clarification within fifteen (15) Business Days. The Offeror must perform timely reviews and respond in a time period specified by the Department or NYSIF to preliminary findings submitted by the Department, NYSIF or the Comptroller's audit unit in accordance with the requirements of Article XIX "Audit Authority" in Section VII, Contract Provisions. Such audits may include, but are not limited to: mail order claims; Enrollee-submitted paper claims; and on-line Pharmacy claims. Use of statistical sampling of claims and extrapolation of findings resulting from such samples shall be acceptable techniques for identifying claims errors. The selected Offeror shall facilitate audits of network pharmacies, including on-site audits, as requested by the Department, NYSIF and/or OSC;

(7) Remitting 100% of pharmacy audit recoveries to DCS and/or NYSIF as applicable within thirty (30) Days upon final audit determination consistent with the process specified in Section V, "Payments/ (credits) to/from the Contractor" and Appendix B of Section VII, Contract Provisions;

(8) Utilizing the auditing tools and performance measures proposed by the Offeror to identify fraud and abuse by Network Pharmacies and/or Enrollees; and,

(9) Permitting the Department, NYSIF, or a designated third party to audit pharmacy bills and drug company revenues.

b. <u>Required Submission</u>

(1) Confirm that ample audit resources will be made available to Department, NYSIF and OSC staff to conduct audits, including access to the Offeror's on-line claims processing system.

(2) Confirm that current Prescription Drug industry pricing source material (e.g. Red Book, Medispan, other) will be made available for the duration of the Agreement resulting from this RFP by the Offeror for access up to 3 (three) Department Staff.

(3) Describe the Pharmacy audit program you would conduct for the Programs including a description of the criteria you use to select pharmacies for audit and a description of the policy that you follow when a Pharmacy audit detects possible fraudulent activity by the Pharmacy or an enrollee. Include all types of audits performed and offered by your organization.

(4) Describe the corrective action, monitoring and recovery efforts that take place when you find that a Pharmacy is billing incorrectly or otherwise acting against the interests of your clients. Please indicate whether you have a fraud and abuse unit within your organization and its role in the Pharmacy audit program. In the extreme case of potentially illegal activity, what procedures do you have in place to address illegal or criminal activities by the Pharmacy?

(5) Provide a copy of the audit language that is contained in your standard contract(s) for Network Pharmacies.

(6) Confirm that the Offeror will fully cooperate with all Department, NYSIF and/or Office of the NYS Comptroller (OSC) audits, as described in RFP Section IV.B.11.a.(6) and (7) of this RFP, under the subheading "Pharmacy Audit."

(7) Confirm that the Offeror will remit 100% of pharmacy audit recoveries to DCS and/or NYSIF as applicable within thirty (30) Days upon final audit determination consistent with the process specified in Section V, "Payments/ (credits) to/from the Contractor" and Appendix B of Section VII.

(8) Describe the Offeror's proposed auditing tools and performance measures for identifying fraud and abuse by Network Pharmacies and/or Enrollees.

(9) Confirm that you will permit the Department, NYSIF, or a designated third party to audit pharmacy bills and drug company revenues.

Mail Service Pharmacy Process

The current Programs include a Mail Service Pharmacy Process by which Enrollees can obtain all Covered Drugs through the mail including any and all drugs that could be classified as Specialty Drugs/Medications or require special preparation or handling for enrollees who do not have the Specialty Pharmacy Program benefit**. To fulfill this requirement, the Offeror may use compounding or specialty pharmacies provided that they meet all Mail Service pricing provisions and service standards with no additional steps or burdens placed on the Enrollee.** Enrollees are entitled to fill Prescriptions for up to a ninety (90) day supply with refills up to one year. The Mail Service Copay (DCS only) shall apply when the Enrollee utilizes the Mail Service Pharmacy Process to obtain medications. Exhibit II.K of this RFP presents the mail service Prescription volume from October 1, 2010 through October 28, 2011.

a. Duties and Responsibilities

The Offeror must provide all aspects of Mail Service Pharmacy Process. Such responsibility shall include, but not be limited to:

(1) Having a fully staffed and fully operational Mail Service Pharmacy Process throughout the term of the resultant Agreements, utilizing one or more Mail Service Pharmacy Process Facilities meeting all New York State legal requirements. The Mail Service Pharmacy Process must be capable of dispensing all covered, FDA approved medications including any drug that could be classified as Specialty Drugs/Medications or requires special preparation or handling for up to a 90-day supply. Offerors must establish a process to provide Enrollees with access to Limited Distribution Drugs placing no additional steps or burdens on the Enrollee. Prescriptions are considered to be "submitted through the Mail Service Process" if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility,

regardless of how the Prescription is filled. All covered Prescriptions, except for Limited Distribution Drugs, submitted through the Mail Service Pharmacy Process or through a Mail Service Pharmacy Process Facility shall be charged to the Program based on the Offeror's mail service pricing terms and dispensing fees (if any) applicable to Brand Name, Generic, and Compound Drug claims as set forth in Exhibit V.A, including Specialty Drugs/Medications for certain enrollees. Limited Distribution Drugs submitted through the Mail Service Pharmacy Process shall be charged to the Program based on the Offeror's Retail Network pricing terms and dispensing fees (if any) applicable to Brand Name, Generic and Compound Drug claims as set forth in Exhibit V.A. The Mail Service Pharmacy Process shall apply the same Programs' benefit design features as the Network Pharmacies, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization, Flexible Formulary and Preferred Drug List, and application of appropriate Copayments;

(2) Ensuring that all the Procuring Agencies' approved edits including, but not limited to, enforcing utilization edits (i.e. refill too soon, duplicate therapy, etc.) are built into the Prescription fulfillment system to protect an Enrollee's safety as well as to control Programs' costs;

(3) Ensuring that all Mail Service Pharmacy Process Facilities utilized in the Offeror's Mail Service Pharmacy Process meet all Prescription drug packaging regulatory requirements. Any facility located outside New York State that will provide service for the Program must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Mail Service Pharmacy Process must recognize the full prescribing authority of Medical Professionals granted by NYS where allowed by state law;

(4) Providing a simple, user friendly method(s) of ordering, reordering, or transferring Prescriptions from retail to mail. Maintaining a Dedicated Call Center located in the United States employing a staff of Pharmacists, and a staff of fully trained customer service representatives, and supervisors available 24 hours a day 365 Days a year that must meet the Offeror's proposed Mail Service Pharmacy Process guarantees set forth in Section IV.B.11.b.(19) and (20) of this RFP, under the subheading "Mail Service Pharmacy Process."

(a) The Offeror must have an integrated system for customer service staff to utilize to respond to, log and track all Enrollee inquiries. The system must create a record of the Enrollee contacting the call center, the call type and all customer service actions and resolutions.

(b) Customer service representatives must be trained and capable of responding to a wide range of questions, complaints, and inquiries including but not limited to: Programs' benefit levels, refills, order status, prices and billing, point of service issues, prior authorization, eligibility, generic appeals, Mail Service Pharmacy Process, Specialty Pharmacy Process services and complaints, and Flexible Formulary and Preferred Drug List alternatives. Callers must be able to reorder and check order status through both the customized website (DCS only) and the consolidated telephone line. Enrollees must also have access to their Prescription drug history file (both retail and mail) via the customized website;

(5) Providing pre-addressed, postage-paid mail service envelopes to Enrollees, health benefit administrators and for inclusion in Empire Plan publications, at the request of the State.

(6) Having efficient procedures in place to handle routine Prescriptions, "urgent" Prescriptions, and Prescriptions that require "special" handling (i.e. temperature control, limited shelf life, high cost, etc.);

(7) Providing standard mail service delivery using packaging that is appropriate for the drug dispensed and the address it is shipped to at no additional cost to the Programs or the Enrollee. Easy open caps also must be provided to Enrollees upon request at no additional cost;

(8) Having a system in place to track all Prescriptions (both intervention and non-intervention) received for processing through the Mail Service Pharmacy Process from the date the Prescription is received to the date the mailing agent picks up the package. The Offeror must also be able to track fill accuracy rates;

(9) Maintaining a process to collect information necessary to ensure Enrollee safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis;

(10) Maintaining a system that notifies Enrollees/Claimants about potential health and safety issues with their Prescriptions;

(11) Maintaining efficient procedures regarding inventory management of the Mail Service Pharmacy Process Facility(ies) including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.;

(12) Providing prompt notification to Enrollees regarding out of stock items, partial fill orders, and changes to Prescriptions (e.g., approved or required dispensing of generics instead of Brand drugs). In out of stock situations, the Offeror must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be through an alternate facility(ies) or obtaining a re-stock from a supplier. If necessary, the Offeror shall call the Enrollee first to obtain permission to contact their Physician to offer alternative medications, or to offer to return the prescription. If the Physician authorizes use of an alternative medication, a letter notifying the Enrollee of the change must be sent to the Enrollee before the medication is shipped or must accompany the Prescription;

(13) (Exclusive to DCS) Calling the prescribing Physician when a DAW-1 is indicated on the Prescription to confirm that the Physician understands the financial impact to the Enrollee and/or the DCS Program to determine if the Physician is willing to allow the generic version of the drug to be dispensed to the Enrollee. If the Physician was previously contacted regarding the same Prescription for a particular Brand Drug for the same Enrollee and required that the Brand Drug be dispensed, no call is required. If the Physician authorizes use of the generic version of the drug, a phone call shall be made to the Enrollee to advise of the approved change before the medication is shipped or the Offeror shall include a letter with the Prescription informing the Enrollee of their Physician's approval. If the Enrollee has indicated on the mail service order form that

they do not wish their Physician to be contacted for such determinations, no call shall be made;

(14) (Exclusive to DCS) Informing the Enrollee prior to shipping if the total amount for a new Prescription order submitted through the Mail Service Pharmacy Process exceeds $100 and Enrollee has payment information (e.g. credit card) on file or Enrollee's total balance is over $100 and Enrollee has no payment information (e.g. credit card) on file. The Mail Service Pharmacy Process Facility will not be required to inform Enrollees if there is a consistent history of the acceptance of shipments of the same medication that exceed the maximum amount specified. If the brand name drug is dispensed, the Offeror shall cause the dispensing facility to collect the applicable Brand Drug Copayment plus the calculated Ancillary Charge, if any. Under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the Program.

(15) (Exclusive to DCS) The Offeror is expected to assist Enrollees, upon request, to establish a payment plan so that Prescriptions that are essential to an Enrollee's health will continue to ship when the outstanding amount exceeds the Offeror's proposed maximum limits.

(16) Notifying the Procuring Agencies of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment;

(17) Utilizing best efforts to complete Physician clarification, verification, or other interventions within the five (5) Business Day service level standard. Should this require more than eight (8) Business Days, the Offeror shall call the Enrollee and offer the Enrollee the option of returning the prescription or continuing the intervention attempt;

(18) Ensuring that the consent of the Enrollee is obtained prior to calling the prescribing Physician with the exception of calls made for purposes of clarification, verification, settlement of other intervention claim issues or DAW-1 confirmations;

(19) Providing all necessary clinical and educational support to Enrollees, and/or their family/caregiver utilizing the Mail Service Pharmacy Process, including Enrollees taking injectable, infusion or other drugs requiring special handling or special administration;

(20) Having a back-up mail order facility(ies) to handle any overflow and/or situations where the primary mail order facility is unavailable;

(21) Promoting the utilization of the Mail Service Pharmacy Process through targeted mailings, Physician communications, etc., if the Department determines that such promotions are in the best financial interests of the Programs. All such activities, including mailings, are subject to change and require the prior written approval of the Procuring Agencies. Any regular direct communication with Enrollees or their Physicians in connection with Enrollee drug utilization or the processing of Enrollee claims, either through mail, e-mail, fax or telephone must be submitted for the Procuring Agencies' approval. The cost of any approved promotion shall be borne by the Offeror, unless the Procuring Agencies specifically request a particular activity not required to be performed under the resultant Agreements. The Procuring Agencies will not approve any mail order promotions that it determines will not result in a reduced net cost to the Programs;

(22) The Offeror shall act in the best interests of the Programs when dispensing Generic Drugs through the Mail Service Pharmacy Process by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible;

(23) Turnaround Time for Non-Intervention Mail Service Prescriptions Guarantee: Offerors must propose, separately for each Program, a Turnaround Time for Non-Intervention Mail Service Prescriptions performance guarantee. The Program's service level standard requires at least ninety-five percent (95%) of all non-intervention mail service Prescriptions will be turned around in two (2) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription

order received on Monday, January 6, 2014, by the Mail Service Pharmacy, must be received by the mailing agent no later than Thursday, January 9, 2014; and

(24) Turnaround Time for Intervention Mail Service Prescriptions Guarantee: Offerors must propose, separately for each Program, a Turnaround Time for Intervention Mail Service Prescriptions performance guarantee. The Programs service level standard requires at least ninety-five percent (95%) of all intervention mail service Prescriptions will be turned around in five (5) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription order received on Monday, January 6, 2014, by the Mail Service Pharmacy, must be received by the mailing agent no later than Tuesday, January 14, 2014.

b. <u>Required Submission</u>

(1) Identify and describe the facility(ies) that the Offeror will use in the Mail Service Pharmacy Process for the Programs including the following:

(a) Location(s) of all facilities owned, operated, or subcontracted by the Offeror that are capable of filling Prescriptions through the Mail Service Pharmacy Process including, but not limited to, any compounding or Specialty Pharmacies that fill or dispense Prescriptions through the mail;

(b) Location(s) of all other facilities including, but not limited to, any compounding or Specialty Pharmacies that the Offeror is proposing to utilize in the normal course of the Mail Service Pharmacy Process to dispense all mail order Prescriptions to Enrollees;

(c) Confirmation that the facilities listed in b.(1)(a) or (b) above that are utilized to fill any Enrollee Prescriptions submitted through the Mail Service Pharmacy Process will be priced in accordance with the Offeror's Guaranteed Mail Order Pharmacy Process pricing as proposed in Exhibit V.A;

(d) The total capacity of all facilities identified in response to question (a) including, but not limited to the total number of scripts dispensed in 2011 and customers serviced. Describe any technology changes and/or staffing changes that would be necessary to service the Mail Service Pharmacy Process Prescription volume of the Programs;

(e) Describe the backup mail order process facility(ies) that you would utilize to handle any overflow, out of stock situations and/or situations where the primary mail order facility is unavailable. Provide any other alternative methods you would utilize to meet the mail service Prescription drug delivery requirements of the Programs; and

(f) Identify the facilities listed in b.(1)(a) or (b) above that have a commercial compounding license and indicate if they compound all drugs covered by the Programs. If there are any drugs that your facilities are unable to compound or do not compound, please detail the process you will utilize to provide Enrollees with access to all Compound Drugs through the Mail Service Pharmacy Process when the Prescription is submitted through the Mail Service Pharmacy Process.

(2) Provide a flow chart describing each step in the Mail Service Pharmacy Process taken prior to dispensing the medication. Describe the system edits for eligibility, prior authorization, utilization, including refill too soon and duplicate therapy utilized to ensure Enrollee safety and Programs' cost control.

(3) (Exclusive to DCS) What steps would a member need to follow to establish their initial order and set up their billing account, when transitioning from the previous contractor's Mail Service Pharmacy? Describe the process that a member must follow when ordering, reordering Prescriptions via mail or moving Prescriptions from a retail Pharmacy to the Mail Service Pharmacy Process. How do you assist the Enrollee with this process?

(4) Describe the capabilities of the Mail Service Pharmacy call tracking system.

(5) Confirm that you will supply sufficient quantities of mail order forms and pre-paid envelopes to encourage mail service utilization.

(6) Describe the process to be utilized to handle the following types of Prescriptions including any instructions provided to the Enrollee:

(a) Urgent Prescriptions; will there be additional handling or delivery costs for these Prescriptions?

(b) Prescriptions that require “special” handling (i.e., temperature control, special preparation, controlled substances, limited shelf life, etc.);

(c) Narcotics for the original fill for an Enrollee; and

(d) Prescriptions requested to be mailed in easy open caps;

(7) Please detail the system in place to track Prescriptions received through the Mail Service Pharmacy Process. Include the time from the receipt of the order until the delivery agent picks up the package. Specifically, detail how the actual date of receipt of the Prescription and the date the delivery agent picks up the package are recorded.

(8) Please describe how your system tracks mail service fill accuracy rates including all error types tracked by the system. In addition, detail the error types your system reports and include a mail service fill accuracy report for 2011. How are member reported errors tracked and reported? What type of investigations and process modifications would you undertake to address accuracy errors that have the potential to critically impact the Enrollee’s health and safety?

(9) Please detail when a Prescription is designated as requiring intervention, and how the system tracks the point at which an intervention is deemed necessary. Describe how your system tracks these Prescriptions and calculates turnaround times for intervention claims. What is the definition of a Prescription that requires external intervention? Would that ever include a Prescription for a medication that is out of stock or a Prescription that has simply aged in the processing system?

(10) Describe the process that you will utilize to provide Enrollees with access to Limited Distribution Drugs when the Prescription is submitted through the Mail Service Pharmacy Process.

(11) Please describe/present the process in place to ensure that Enrollees receive all necessary clinical information and support related to Prescriptions dispensed through the Mail Service Pharmacy Process. Please detail the role of licensed Pharmacists in the Mail Service Pharmacy Process clinical program. Is the process for providing clinical support to Enrollees utilizing the Mail Service Pharmacy Process integrated with or independent of the customer service call center?

(12) Describe the process and channels (web, phone access, hard copy, etc.) you utilize to collect the information necessary to develop and maintain an Enrollee safety profile.

(13) Describe your drug purchasing and inventory philosophy including:

(a) What are the time frames as they relate to back orders or shipment from an alternate mail order facility;

(b) What are the time frames as they relate to backorders or shipments that are from your primary supplier;

(c) What is the percentage of Prescriptions that are filled when initially submitted to the primary mail service pharmacy facility you are proposing; and

(d) How are backorders and out of stock situations handled with members?

(14) (Exclusive to DCS) Describe your Enrollee communication process for out-of-stock items, partial fill orders, when an Enrollee appears to be ineligible, when there are changes to a Prescription that would result in Ancillary Charges, and when there are billing issues that prevent a Prescription from being immediately shipped. Confirm that the Offeror will arrange payment plans with Enrollees, on request.

(15) New York State Law does not require, but permits substitution of B-rated or unrated generics. Will the Mail Service Pharmacy Process facilities utilized for the Programs fill a Prescription written for a Brand Drug with a B-rated or unrated Generic Drug or will the Enrollee have to obtain a Prescription from the prescribing Physician written for the B-rated or unrated Generic Drug in order to avoid receiving the Brand Drug and paying the higher Brand Drug Copayment?

(16) Are there any situations where a Prescription written for a Brand Drug is submitted through the Mail Service Pharmacy Process and the Mail Service Pharmacy Process facilities utilized for the Programs are prevented from substituting an A-rated or authorized Generic Drug in accordance with the Programs' benefit design?

(17) Please describe how the Days supply is determined for the following forms of Prescription Drugs, dispensed by the Mail Service Pharmacy:

- Eye/Ear Drops
- Lotions and Ointments
- Syrups

(18) Please describe what proposed strategies you would implement with your Mail Service Pharmacy to compete with Low-Cost 30 and 90 Day programs offered by Retail Pharmacies?

(19) ***Turnaround Time for Non-Intervention Mail Service Prescriptions Guarantee*:** The Programs' service level standard requires that at least ninety-five percent (95%) of all non-intervention mail service Prescriptions will be turned around in two (2) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. The Offeror shall propose, separately for each Program, the forfeiture of a specific dollar amount of the Claims Administration Fee, for failure to meet this guarantee.

The standard credit amount for each .01 to 1.0% below the ninety-five percent (95%) of all non intervention mail service Prescriptions not turned around within two (2) Business Days, is $25,000 per each quarter for DCS and $375 for NYSIF. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to 1.0% below ninety-five percent (95%) (or the Offeror's proposed guarantee) of all non-intervention mail service Prescriptions not turned around within two (2)

Business Days, calculated on a quarterly basis, is $_____ for DCS and $_____ for NYSIF.

(20) ***Turnaround Time for Intervention Mail Service Prescriptions Guarantee*:** The Programs' service level standard requires that at least ninety-five percent (95%) of all intervention mail service Prescriptions will be turned around in five (5) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the date the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. The Offeror shall propose, separately for each Program, the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet this guarantee.

The standard credit amount for each .01 to 1.0% below the ninety-five percent (95%) of all intervention mail service Prescriptions not turned around within five (5) Business Days is $25,000 per each quarter for DCS and $375 for NYSIF. However, Offerors may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to 1.0% below ninety-five percent (95%) (or the Offeror's proposed guarantee) of all intervention mail service Prescriptions not turned around within five (5) Business Days, calculated on a quarterly basis, is $_____for DCS and $_____ for NYSIF.

Specialty Drugs/Medications

The Programs provide coverage for Medically Necessary Drugs including Specialty Drugs/ Medications. Specific to the DCS Program, drugs dispensed and billed by a Physician's office or drugs dispensed in a hospital setting are not the responsibility of the DCS Program and are covered under the Medical or Hospital portion of The Empire Plan.

Enrollees in most Employee groups receive Specialty Drugs/Medications benefits through the Specialty Pharmacy Program. All other Enrollees receive Specialty Drugs/Medications through the Retail Pharmacy Network or the Mail Service Pharmacy Process. See Exhibit II.C for a breakdown of groups that participate in the Specialty Pharmacy Program and those

that receive Specialty Drugs/Medications through the Retail Pharmacy Network or the Mail Service Pharmacy Process.

Specialty Drugs/Medications Received Through the Retail Pharmacy Network or the Mail Service Pharmacy Process

For those groups that receive Specialty Drugs/Medications through the Retail Pharmacy Network or the Mail Service Pharmacy Process, the Programs make no distinction for Specialty Drugs/Medications for pricing purposes and the Offeror is strictly prohibited from proposing an alternative pricing arrangement for any FDA approved drug or class of drugs. All drugs shall be classified as either brand name, generic, or compound for pricing purposes based on the methodologies set forth in Section V of this RFP. **Proposals that exclude Specialty Drugs/Medications from proposed pricing for brand name, generic and Compound Drugs, whether by omission or by the submission of an alternate pricing proposal will be removed from consideration.** The Programs shall be entitled to all manufacturer revenue derived from Specialty Drugs/Medications.

a. Duties and Responsibilities

(1) The Offeror must provide Enrollees with access to all Medically Necessary Specialty Drugs/Medications covered by the Programs through its proposed Retail Pharmacy Network and through the Mail Service Pharmacy Process in accordance with each Enrollee group benefit design as set forth in Exhibit II.C. In the case of Limited Distribution Drugs, the Offeror shall provide Enrollees with access in accordance with the following:

(a) *Retail Pharmacy Network Access* **(Amended April 4, 2012)**

The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off of AWP for the Limited Distribution Drug, plus any dispensing fee. ~~If the Offeror is unable to secure the participation of the authorized distributor, the Offeror agrees to facilitate the Enrollee's receipt of the Limited Distribution Drug and bill the Program consistent with its Minimum overall Guaranteed Discounts~~

~~applicable to Brand Drugs for network pharmacies.~~ The Enrollee shall be charged the applicable retail Copayment.

(b) *Mail Service Pharmacy Process Access* (Amended April 4, 2012)

The Offeror must facilitate the Enrollee's receipt of the Limited Distribution Drug. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. ~~by obtaining the drug from an authorized distributor and billing the Programs consistent with its Guaranteed Discounts applicable to Brand Drugs. for the mail service pharmacy~~. The Enrollee shall be charged the applicable mail order Copayment.

(2) (Exclusive to DCS) Individuals receiving home infusion services through the Home Care Advocacy Program (HCAP), a component of The Empire Plan's Medical/Surgical Program, have their home infusion drugs covered under the Prescription Drug Program. Currently the DCS Program has a network of licensed pharmacies affiliated with home care agencies participating in The Empire Plan's HCAP Program administered by The Empire Plan's medical carrier. The Offeror is expected to secure contracts with the licensed pharmacies provided in Exhibit II.E.3 of this RFP to ensure continued utilization of a network Prescription drug benefit for those Enrollees utilizing the HCAP Program. An Offeror may propose to utilize entities owned by or affiliated with the Offeror to serve as an HCAP Provider. The Department at its sole discretion shall determine whether it is in the best interests of the DCS Program to allow the entity to participate in the HCAP Program. The Prescription drugs dispensed to Enrollees via the entities or pharmacies owned by or affiliated with the Offeror must be charged to the DCS Program based on the Offeror's mail service pricing terms and dispensing fees applicable to brand name, generic, and Compound Drug claims as proposed in Exhibit V.A.

b. Required Submission

(1) Explain how your proposed network provides access to all medically necessary covered Specialty Drugs/Medications.

(2) Explain the mechanisms in place to facilitate the delivery of Limited Distribution Drugs to Enrollees. Confirm that Enrollees will be charged the Mail Service copayment for Limited Distribution Drugs submitted to the Mail Service Pharmacy (DCS only).

(3) (Exclusive to DCS) Confirm that you will solicit participation in the Retail Pharmacy Network all licensed pharmacies affiliated with the Empire Plan Home Care Advocacy Program. Describe the capability of the Offeror to coordinate and/or integrate services with The Empire Plan's medical insurer.

(4) (Exclusive to DCS) For those HCAP providers that do not have affiliated pharmacies, how do you propose coordinating with HCAP and supplying the medication to the Enrollee? Will you utilize the Mail Service Pharmacy Process?

(5) Confirm that necessary ancillary supplies that accompany certain Specialty Drugs/Medications will be delivered to the Enrollee at no additional cost to the Programs or Enrollee.

(6) Indicate the licensed pharmacies in Exhibit II.E.3 with whom you have a current Network Pharmacy contract.

Specialty Pharmacy Program

NYSIF Claimants and most DCS Program Employee groups participate in the Specialty Pharmacy Program, which provides an enhanced level of clinical management for Enrollees taking Specialty Drugs/Medications. Under the current plan design, after the first Specialty Drug/Medication Prescription is filled through either the Retail or Mail Service Pharmacy, future fills are subject to a Hard Edit (DCS only), meaning that Enrollees are required to obtain the drug through the Specialty Pharmacy Process, subject to the mail service copayment (DCS only) when dispensed by the designated Specialty Pharmacy. In addition to the first fill at Retail, certain Specialty Drugs/Medications available through the Specialty Pharmacy Program are also available through the Retail Pharmacy Network, because of their clinical requirements and/or urgent dispensing timeframe. All Specialty Drugs/Medications filled at a Retail Pharmacy Network are subject to the Retail Network Pharmacy Pass-through Pricing and Copayments (DCS only). For those drugs available only through the

Specialty Pharmacy Program, the Offeror may propose dispensing fees on a drug by drug basis, commensurate with the clinical services provided for each. All drugs shall be classified as either Brand name, Generic, or Compound for pricing purposes based on the methodologies set forth in Section V of this RFP. The Program shall be entitled to all manufacturer revenue derived from Specialty Drugs/Medications Drugs to be included in the Specialty Pharmacy Program, Specialty Drugs/Medications are:

1. "orphan drugs";
2. drugs requiring special handling, special administration and/or intensive Enrollee monitoring/testing;
3. biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,
4. other drugs identified by the Programs as used to treat Enrollees with chronic or life threatening diseases.

The Offeror must provide a Special Pharmacy Program where Enrollees receive their Specialty Drugs/Medications through one or more designated pharmacies that offer enhanced clinical management. The process must provide extensive clinical support in the most cost effective manner possible for the Programs.

a. Duties and Responsibilities

The Offeror must provide all aspects of the Specialty Pharmacy Program. Such responsibility must include, but not be limited to:

(1) Developing a listing of the Specialty Drugs/Medications proposed for inclusion in the Specialty Pharmacy Program;

(2) Having a fully staffed and fully operational Specialty Pharmacy Program in which Specialty Drugs/Medications are provided by one or more Designated Specialty Pharmacies. All Designated Specialty Pharmacies must meet all New York State legal requirements. Any facility located outside New York State that will provide

service for the Programs must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Specialty Pharmacy Process must recognize the full prescribing authority of Medical Professionals granted by NYS where allowed by state law.

(Amended April 4, 2012)

(3) The Offeror must establish a process to provide Enrollees with access to Limited Distribution Drugs not available through the Designated Specialty Pharmacy(ies), which places no additional steps or burdens on the Enrollee. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. The Enrollee shall be charged the applicable retail Copayment. ~~The Offeror must bill the Programs for these Prescriptions consistent with the Offeror's Minimum overall Guaranteed Discount applicable to Prescriptions dispensed at Network Pharmacies.~~

(4) Providing a fully staffed and fully operational customer support call center available to Enrollees 24 hours a day, 365 Days a year including Pharmacists, clinicians, and registered nurses trained in an Enrollee's specific Specialty Drug/Medication therapies. The Offeror must provide callers with access to customer service staff and Pharmacists through The Empire Plan consolidated line and the NYSIF Program toll-free line who are able to respond timely to questions, complaints and inquiries including but not limited to: Programs' benefit inquiries, refills, order status, price estimates, billing, point of service issues, Specialty Pharmacy Process complaints, preferred drug status, and claim status. Callers must be able to reorder and check order status through both the customized website (DCS only) and the Programs' telephone lines. Enrollees must also have web access to their Prescription drug history file (retail, mail, and specialty) via a customized website (DCS only).

(5) Administering a safety monitoring system that complies with the Food and Drug Administration (FDA) Amendments Act of 2007 which requires a Risk Evaluation and Mitigation Strategy (REMS) from the Specialty Drugs/Medications manufacturers to ensure the benefits of a drug outweigh its risks.

(6) (Exclusive to DCS) Contracting a nationwide network of appropriately licensed clinicians and/or coordinating with appropriately trained HCAP clinicians to administer the Specialty Drugs/Medications to Enrollees in a home setting and providing Enrollees with education on proper treatment regimens and possible side effects.

(7) Completing Physician consultation, coordination of care, patient care management and other interventions on a clinically appropriate and timely basis.

(8) Providing all necessary clinical and educational support to Enrollees, and/or their family/caregiver utilizing the Specialty Pharmacy Process, including but not limited to explaining the treatment plan and ancillary supplies, disease/drug education, side-effect management, compliance management and administration training.

(9) Applying the same Programs' benefit design features as the Mail Service Pharmacy Process, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization, Preferred Drug List, and application of appropriate Copayments (DCS only). Specialty Drugs/Medications that are subject to the Designated Specialty Pharmacy Passive Edit and are dispensed at a Network Pharmacy must be subject to the Network Pharmacy Copayments (DCS only).

(10) Ensuring that all the Procuring Agencies' approved edits including, but not limited to, enforcing utilization edits (e.g. refill too soon, duplicate therapy, etc.) are built into the Prescription fulfillment process system to protect an Enrollees safety as well as to control Programs' costs.

(11) Ensuring that all Designated Specialty Pharmacies utilized in the Offeror's Specialty Pharmacy Program meet all Prescription drug packaging regulatory requirements. The Offeror must ensure that Specialty Drugs/Medications are shipped to Enrollees in appropriate packing materials so that Specialty Drugs/Medications are safe and effective and delivered on time.

(12) Providing a simple, user friendly method(s) of ordering, reordering, and transferring Prescriptions from the retail and mail setting to the Designated Specialty Pharmacy(ies) including pre-addressed postage paid Specialty Pharmacy Program envelopes. The Offeror must send a Specialty Pharmacy Program letter to Enrollees who have received

a First Fill of a Specialty Drug/Medication through a Network Pharmacy. The letters must be sent within seven (7) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Hard Edit (DCS Only) and within thirty (30) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Passive Edit. Enrollees are allowed one Grace Period for Specialty Drugs/Medications.

(13) Maintaining a comprehensive system for the Offeror's staff to utilize to track all Enrollee inquiries including, but not limited to: Programs' benefits, refills, order and claim status, prices, billing, Preferred Drug List inquiries and Specialty Pharmacy Process complaints. The system shall include call type, customer service actions, and resolutions.

(14) Having a system in place to track all Prescriptions received for processing through the Specialty Pharmacy Process from the date the Prescription is received to the date the Prescription is shipped. The Offeror must also be able to track fill accuracy rates.

(15) Maintaining a process to collect information from individuals necessary to ensure Enrollee safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis.

(16) Ensuring that the Designated Specialty Pharmacy(ies) have efficient procedures regarding inventory management including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.

(17) Providing notification to Enrollees as soon as possible for out of stock items, partial fill orders, and changes to Prescriptions (e.g., dosing or method of administration). In out of stock situations, the Offeror must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be through an alternate facility(ies) or obtaining a re-stock from a supplier. The Offeror must contact the Enrollee's Physician, if necessary, to offer alternative medications or offer to return the Prescription. If the Physician authorizes use of an alternative medication, a letter

notifying the Enrollee of the change must be sent to the Enrollee before the medication is shipped or must accompany the Prescription.

(18) (Exclusive to DCS) Informing the Enrollee prior to shipping if the total amount for a new Prescription order submitted through the Specialty Pharmacy Process exceeds $100 and Enrollee has payment information (e.g. credit card) on file or Enrollee's total balance is over $100 and Enrollee has no payment information (e.g. credit card) on file. The Designated Specialty Pharmacy will not be required to inform an Enrollee if there is a consistent history of the acceptance of shipments of the same medication that exceed the $100 amount specified.

(19) (Exclusive to DCS) The Offeror is expected to assist Enrollees, upon request, to establish a payment plan so that Specialty Drug/Medication Prescriptions that are essential to an Enrollee's health will continue to ship when the outstanding amount exceeds the Offeror's proposed maximum limits.

(20) Promptly notifying the State of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment.

(21) Having back-up Designated Specialty Pharmacies to handle any overflow and/or situations where the primary Specialty Program facility is unavailable.

(22) (Exclusive to DCS) The mail order Copayment shall apply to all drugs dispensed through the Specialty Pharmacy Program as well as Limited Distribution Drugs facilitated through the Special Pharmacy Program.

(23) Recommending newly launched Specialty Drugs/Medications for inclusion in the Specialty Pharmacy Program based on the established criteria/definition of Specialty Drug/Medications, in a format to be approved by the Procuring Agencies. Prior to inclusion in the Programs, or if not accepted by the Procuring Agencies to be included in the Programs, the Offeror must bill the Programs for these Prescriptions consistent with the Offeror's contracted discount off of AWP at the dispensing Network Pharmacies or the Guaranteed Discount at the Mail Service Pharmacy Process, based on where each Prescription was actually dispensed. Inclusion of new

Specialty Drugs/Medications shall have a cost-neutral or positive financial impact on the Program, and in no case shall the Ingredient Cost of a newly added Specialty Drug/Medication charged to the Program exceed the Guaranteed Discount on Specialty Pharmacy Drugs.

b. <u>Required Submission</u>

(1) Provide a listing of the Specialty Drugs/Medications that you propose for inclusion in the Specialty Pharmacy Program, along with an indication of how they meet the minimum criteria. Also, please state if you propose additional criteria. Please state whether the Designated Specialty Pharmacy(ies) you propose regularly dispense any other Specialty Drugs/Medications which you are not proposing for the Programs.

(2) Provide a detailed description of your proposed Specialty Pharmacy Program. Include the following:

(a) Customer service call center

(b) Administration of REMS

(c) (Exclusive to DCS) Whether Specialty Drugs/Medications administration will be through HCAP or a Specialty Pharmacy Program contracted network

(d) Clinical management, including demonstration of outcomes improvement

(e) Fulfillment process, including cold-chain supply and shipping logistics

(f) Transition process from First Fill at Retail or Mail

(3) Do you propose to use one dedicated Specialty Pharmacy or several different Specialty Pharmacies? What are the advantages to this approach? Indicate which of the licensed Pharmacy(ies) in Exhibit II.E.3 will participate in the Specialty Pharmacy Program.

(4) Detail the mechanisms in place to ensure the prompt, safe, and effective delivery of all Specialty Drugs/Medications in the Specialty Pharmacy Program to Enrollees. Describe the mechanisms the Offeror proposes to facilitate delivery of Limited Distribution Drugs to Enrollees. Describe override procedures the Offeror proposes to facilitate urgent or same-day delivery of Specialty Drugs/Medications in the

Specialty Pharmacy Program as well as override procedures proposed when the Designated Specialty Pharmacy is precluded from shipping the medications, i.e. to an Enrollee residing in a skilled nursing facility or foreign country.

(5) (Exclusive to DCS) Describe the capability of the Offeror to coordinate and/or integrate services with The Empire Plan's medical insurer in providing HCAP services. For those HCAP providers that do not provide medications, how do you propose supplying the medication?

(6) How does your system provide the ancillary supplies that accompany some of the Specialty Drugs/Medications?

(7) Describe the criteria you will use to evaluate new Specialty Drugs/Medications that enter the market and whether they should be included in the Specialty Pharmacy Process.

12. Claims Processing

The Offeror is required to process all claims submitted under the Programs. The selected Offeror must be capable of processing, as applicable to the respective Programs, Network Pharmacy claims and claims for scripts filled through the Mail Service Pharmacy Process and/or the Specialty Pharmacy(ies) for all Covered Drugs including Specialty Drug/Medication Claims. The Offeror must also process manual submit claims including but not limited to Medicaid , VA , Skilled Nursing Facility claims, out-of-network claims, foreign claims, in network manual claims and COB including Medicare B primary claims and Student Health Center claims. Claims for all Covered Drugs adjudicated at a chain and independent Retail Pharmacy Network Pharmacies and through the Mail Service Pharmacy Process and Specialty Pharmacy(ies) must be processed according to the applicable benefit design and contracted arrangements in place.

The claims processing system shall include controls to identify questionable claims, prevent inappropriate payments, and ensure accurate reimbursement of claims in accordance with the applicable benefit design, Programs' provisions and negotiated agreements with pharmacies. All Program provisions for drug utilization review, benefit design and other utilization or clinical management programs must be adhered to for all prescriptions.

Enrollee Submitted Claims (DCS Only) are required to be submitted to the Offeror no later than one hundred twenty (120) Days after the end of the Calendar Year in which the drugs were dispensed, or one hundred twenty (120) Days after another plan processes the claim, unless it was not reasonably possible for the Enrollee to meet this deadline. The DCS Program count of Enrollee Submitted Claims can be found in Exhibit III.B of this RFP.

a. Duties and Responsibilities

(1) The Offeror must provide all aspects of claims processing. Such responsibility shall include but not be limited to:

(a) Verifying that the Programs benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;

(b) Accurate and timely processing of all claims submitted under the Programs in accordance with the benefit design applicable to the Enrollee at the time the claim was incurred as specified to the Offeror by the Procuring Agencies;

(c) Charging the Programs consistent with the Offeror's proposed pricing quotes;

(d) Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered expenses only, utilizing all edits as proposed and approved by the Procuring Agencies. The Offeror shall utilize refill too soon edits and duplication of therapy edits for all claims unless exceptions are specifically approved in advance by the Procuring Agencies. The Offeror's system must ensure that refilling Prescriptions prior to use of the minimum prescribed Days supply does not result in over dispensing;

(e) Managing Flexible Formulary (two Flexible Formularies – Original and Enhanced) and Preferred Drug List placement of drugs consistent with the Programs' design and ensuring application of appropriate Copayments based on level assignment (Copayments do not apply NYSIF's Program);

(f) Maintaining claims histories for 24 months online and archiving older claim histories for 6 years and the balance of the calendar year in which they were made with procedures to easily retrieve and load claim records;

(g) Maintaining the security of the claim files and ensuring HIPAA compliance;

(Amended April 4, 2012)

(h) Reversing all attributes of claim records, e.g. AWP, quantity, Days supply, etc., processed in error ~~or due to fraud~~ including the reversal of any Claims Administration Fee associated with the original claim and crediting the Programs for all costs associated with the claim processed in error ~~or due to fraud~~ including but not limited to the Claims Administration Fee; and

(i) Agreeing that all claims data is the property of the State. Upon the request of the Department, the Offeror shall share appropriate claims data with other DCS Program carriers and consultants for various programs (e.g. Disease Management, Centers of Excellence) and the Department's DSS vendor (DCS only). The Offeror cannot share, sell, release, or make the data available to third parties in any manner without the prior consent of the Procuring Agencies. The Procuring Agencies understand that the selected Offeror will be required to share certain claims data with pharmaceutical manufacturers for purposes of obtaining for the Programs all Pharma Revenue due it under the Agreements resulting from this RFP. The Offeror shall inform the Procuring Agencies of the types of data being shared for these specific authorized purposes.

(j) Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;

(k) Maintaining a claims processing system capable of integrating and enforcing the various utilization review components of the Programs, including, but not limited to: Mandatory Generic Substitution, Prior Authorization, messaging capability in the current NCPDP format, and a concurrent DUR program to aid the Pharmacist at the point of sale.

(l) Maintaining an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the Programs

mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the generic at the Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Retail Pharmacy Network, the Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized generic in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug, be charged the applicable generic Copayment (DCS only) and the Program charged based on generic pricing. The claims processing system shall reject claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code with appropriate messaging and requires resubmission of the claim since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy. The Programs' logic for the Pharmacy Submitted DAW codes is listed below:

Pharmacy Submitted DAW	Enrollee Copay	Ancillary Charge	Pricing
0	Brand	No	Brand
1	Brand	Yes	Generic
2	Brand	Yes	Generic
3	Generic	No	Generic
4	Generic	No	Generic
5	Generic	No	Generic
6	Generic	No	Generic
7	Brand	No	Brand
8	Generic	No	Generic
9	Generic	No	Generic

(m) Maintaining a claims processing system capable of ensuring that claims are consistently processed with the appropriate brand name/generic/compound classification in accordance with the requirements set forth in Section V.C.3.a.(6);

(n) Maintaining a Programs' MAC List for Pharmacies;

(o) (Exclusive to DCS) Processing Enrollee Submitted Claims in accordance with the following:

(i) For Prescriptions filled with a Brand Drug with no generic equivalent, the Enrollee will be reimbursed using the Offeror's Minimum overall guaranteed Discounted Ingredient Cost for the Retail Pharmacy Network and dispensing fee for Brand Drugs not to exceed the submitted charges, less the applicable Copayment;

(ii) For Prescriptions filled with a Brand Drug that has a generic equivalent, the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for filling the Prescription with that drug's generic equivalent; not to exceed the submitted charges, less the applicable Copayment;

(iii) For Prescriptions filled with a Generic Drug the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for that Prescription, not to exceed the submitted charges, less the applicable Copayment;

(iv) For Prescriptions filled with a Compound Drug the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for that Prescription, not to exceed the submitted charges, less the applicable Copayment; and

(v) If the Enrollee has two Empire Plan coverages, the DCS Program will reimburse 100% of the copay upon submission of a paper claim form prepared by the Enrollee. For specific methodology on how the DCS Program must be charged for Enrollee Submitted Claims, see Section V.C.7. of this RFP entitled "Enrollee Submitted Claims."

(p) (Exclusive to NYSIF) Processing Non-Network Pharmacy claims submitted to the Offeror in accordance with Chapter V of title 12 NYCRR.

(q) (Exclusive to DCS) Processing claims for Employees enrolled in the SEHP who fill Prescriptions at the SUNY Stony Brook Student Health Service Pharmacy, and other SUNY pharmacies as may be requested by the Department during the term of the Agreement resulting from this RFP. Prescriptions under this

arrangement must be dispensed according to the Plan design for the SEHP (see Exhibit II.C), including required prior authorizations and, where applicable, Days supply limits. The Offeror must monitor the submission of SEHP claims and inform the Department if the SUNY Pharmacies submit charges in excess of the amounts that are paid to the Program's Retail Network Pharmacies for the same NDC's;

(r) Processing all manually submitted claims including but not limited to Medicaid, VA, Skilled Nursing Facility claims, out-of-network claims (DCS and NYSIF), foreign claims, in-network manual claims, COB claims, and Medicare B primary claims in accordance to the Offeror's proposed Claims Adjudication Guarantee;

(s) Analyzing and monitoring claim submissions to promptly identify errors, fraud and abuse and reporting to the State such information in a timely fashion in accordance with a State approved process. The Programs shall be charged only for accurate (i.e., the correct dollar amount) claims payments of covered expenses. The Programs will be charged a Claims Administration Fee only for Final Paid Claims. The Offeror will credit the Programs the amount of any overpayment regardless of whether any overpayments are recovered from the Pharmacy and/or Enrollee in instances where a claim is paid in error due to Offeror error, or due to fraud or abuse, without additional administrative charge to the Programs. The Offeror shall report fraud and abuse to the appropriate authorities. In cases of overpayments resulting from errors only found to be the responsibility of the State, the Offeror shall use reasonable efforts to recover any overpayments and credit 100% of any recoveries to the Programs upon receipt; however, the Offeror is not responsible to credit amounts that are not recovered.

(t) Establishing a process where Pharmacies can verify eligibility of Enrollees and Dependents during Call Center Hours;

(u) Requiring network pharmacies to submit to the Offeror for each drug dispensed the Pharmacy's Submitted Cost to ensure that the Programs are charged according to the Programs' Lesser of Logic. Further, if an Ancillary Charge (applicable only to DCS) is applied, it will be deducted from the total claim cost;

(v) (Exclusive to DCS) Identifying Enrollees enrolled in Medicare Part D. The Offeror's claims processing system must decline claims at the point of service for Enrollees who are enrolled in a Medicare Part D Plan other than the DCS Program EGWP. Messaging to the Pharmacy must instruct the Pharmacist to submit the claim to the Enrollee's Medicare Part D Plan.

(w) (Exclusive to DCS) Establishing a process to support, and respond, to Federal Medicare Part D audits.

(x) Having a process in place (fully staffed with ample telephone trunks) available 24 hours a Day, seven Days a week where a Pharmacist can call to quickly resolve point of service issues.

(y) (Exclusive to DCS) Processing claims pursuant to Enrollees covered under the Disabled Lives Benefit. DCS agrees to reimburse the selected Offeror for claims processed under the Disabled Lives Benefit in accordance with Section V.13 of this RFP.

(2) ***Program Claims Processing System Availability Guarantee*:** The Offeror must propose separate performance guarantees for the respective Programs. The Programs service level standard requires that the claims processing system will be available at least ninety-nine and five-tenths percent (99.5%) of the time excluding periods of scheduled down time, which shall be reported to the Department in advance and kept to a minimum, based on a 24 hours a day, 7 Days a week availability, calculated on a quarterly basis.

(3) (Exclusive to DCS) ***Turnaround Time for Claims Adjudication Guarantee*:** The Offeror must propose a performance guarantee. The Programs service level standard requires that ninety-nine and five-tenths percent (99.5%) of Enrollee Submitted Claims that require no additional information in order to be properly adjudicated that are received by the contractor will be turned around within ten (10) Business Days of receipt. Turnaround time is measured from the date the Enrollee-submitted claim is received in the Offeror's Program designated Post Office Box to the date the

Explanation of Benefits is received by the mailing agent.

(4) (Exclusive to NYSIF) ***Turnaround Time for Claims Adjudication Guarantee:*** The Offeror must propose a performance guarantee. The NYSIF Program's service level standard requires that ninety-nine and five-tenths percent (99.5%) of Non-Network Pharmacy submitted claims that require no additional information in order to be properly adjudicated that are received by the contractor will be turned around within thirty (30) Calendar Days of receipt. Turnaround time is measured from the date the Non-Network Pharmacy submitted claim is received in the Offeror's Program designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent.

b. <u>Required Submission</u>

(1) Provide a flow chart and step-by-step description of your proposed claims processing methodology for adjudicating each of the following claim types: Mail Order, Specialty Pharmacy, Network Pharmacy, Enrollee-submitted claims, and Non-Network Pharmacy claims for the NYSIF Program. Provide a description of the comprehensive edits you propose at the point of service to ensure proper claim adjudication, including a detailed description and example of how your proposed refill-too-soon (RTS) edit will operate to ensure cost effective dispensing of Drugs under the Programs. Confirm that you will implement your proposed full RTS edit on January 1, 2014.

(2) Please describe your claims processing system platform including any backup system utilized. Describe your disaster recovery plan and how Enrollee disruption will be kept to a minimum during a system failure. What is the process for Enrollees trying to get a Prescription when the claims payment system is down or is not accessible?

(3) Describe the capabilities of your claim processing system to perform, at the point of service, for each of the following required Programs' components:

(a) The Programs generic substitution requirements based on the Programs' definition of a Generic Drug as set forth in Section VIII of this RFP;

(b) A Prior Authorization Program for specific drugs that have an increased risk of inappropriate utilization;

(c) A concurrent DUR program identifying Enrollee drug therapy safety edits and Programs' benefit edits;

(d) Messaging capabilities to the Network Pharmacy;

(e) Eligibility verification;

(f) Customized edits for individual Enrollees;

(g) Utilization of some medications intended to treat conditions limited to one sex;

(h) Historic claims look up capability to reduce Enrollee disruption at the point of sale;

(i) (Exclusive to DCS) Multi-level cost sharing;

(j) Identification and pricing of compounded Prescriptions consistent with the Programs' definitions and requirements set forth in this RFP; and

(k) Recognition of Pharmacy submitted cost and ensuring the Programs receive the Lesser of Logic for all Prescriptions filled at a network and Non-Network Pharmacy or through the Mail Service and Specialty Pharmacy Processes.

(4) Please describe how your claims processing system will reject Network Pharmacy claims submitted with a DAW-0 code and send appropriate messaging to Pharmacists to ensure submission of a code that provides an indication of the Generic Drug's availability in the Pharmacy to facilitate consistent and accurate application of the Programs' mandatory generic substitution provisions.

(5) Describe how your adjudication system feeds the reporting and billing systems and any claim update data delays.

(6) Do you own the adjudication system, license the software or contract out this service?

(7) How quickly are your systems brought into compliance when a new version or capability of the standard NCPDP format for claims transmission is released?

(8) Describe the current Network Pharmacy available overrides to your claims adjudication system. How would overrides from the Retail Pharmacy Network and messaging to the retail Pharmacy network be tracked and reported to the Procuring Agencies? Describe the loading of an override within your claims processing system and confirm whether it over-rides your client's program benefit design? If so, provide the circumstances where you would load an override edit at the point of service. If applicable, describe the circumstances where you would approve the dispensing of quantities in excess of the benefit design amounts within your concurrent DUR program.

(9) Describe how the Mail Service Pharmacy Process, Specialty Pharmacy Program and Network Pharmacy Claims will be subjected to the same prior authorization/quantity limitations, Point of Service and DUR edits and how a common Enrollee profile is maintained for each Enrollee? Is this process on-line for both systems?

(10) Describe how any changes to the benefit design would be monitored, verified and tested for the Programs, and the quality assurance program to guarantee that changes to other client benefit programs do not impact the Programs.

(11) Identify the resources that are available to a Pharmacist who is having difficulty processing a claim at the point of service. How do you ensure that the Pharmacist is able to get through to a person to resolve the issue?

(12) (Exclusive to DCS) Confirm that your claims processing system has the capability to: stop claims at the point of service for Enrollees who are enrolled in a Medicare Part D; plan other than the DCS Program EGWP and send messaging to the Pharmacy to instruct the Pharmacist to submit the claim to the Enrollee's Medicare Part D Plan.

(13) Explain how your claims processing system collects overpayments from your Retail Pharmacy Network.

(14) Confirm the Offeror will reverse all attributes of claim records, e.g. AWP, quantity, Days supply, etc., processed in error or due to fraud including the reversal of any

Claim Administration Fee associated with the original claim and crediting the Programs for all costs associated with the claim processed in error, including but not limited to the Claim Administration Fee;

(15) Describe how the Offeror will analyze and monitor claim submissions to promptly identify errors, fraud and abuse and report such information in a timely fashion to the State in accordance with a State approved process. Confirm the Programs shall be charged only for accurate (i.e., the correct dollar amount) claims payments of covered expenses and will be charged a Claims Administration Fee only for Final Paid Claims. Confirm the Offeror will credit the Programs the amount of any overpayment regardless of whether any overpayments are recovered from the Pharmacy and/or Enrollee in instances where a claim is paid in error due to Offeror error, or due to fraud or abuse. In cases of overpayments resulting from errors only found to be the responsibility of the Department, the Offeror shall use reasonable efforts to recover any overpayments and credit 100% of any recoveries to the Programs upon receipt; however the Offeror, is not responsible to credit amounts that are not recovered.

(16) Can the adjudication system interact with a debit card program for flexible spending accounts?

(17) What data elements are required by your claims system to process a compound medication claim? How do you guard against inappropriate or inaccurate compound claims? How do you ensure that only those claims that meet the definition of a compound in Section VIII of this RFP are processed as compound claims thereby protecting the Program's financial interest?

(18) ***Programs' Claims Processing System Availability Guarantee*****:** The Programs service level standard requires that the Programs' online claims processing system be available at least ninety-nine and five-tenths percent (99.5%) of the time excluding periods of scheduled down time which shall be reported in advance to the Department and kept to a minimum, based on a 24 hours a day, 7 Days a week availability (or the Offeror's proposed guarantee). The Offeror shall propose, separately for each Program, the

forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet this guarantee.

The standard credit amount for each .01 to .25% below the ninety-nine and five-tenths percent (99.5%) that the Offeror's online claims processing system for the Programs are not available, is $100,000 per each quarter for DCS and $7,500 for NYSIF. However, the Offeror may propose higher or lesser amount.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) (or the Offeror's proposed guarantee) that the Offeror's online claims processing system for the Programs, based on a 24 hours a day, 7 Days a week availability excluding periods of scheduled down time, which shall be reported in advance to the Department and kept to a minimum, is not available, as calculated on a quarterly basis, the Offeror shall credit against the Program's Claims Administration Fee the amount of $_____ for DCS and $_____ for NYSIF.

(19) (Exclusive to DCS) ***Turnaround Time for Claims Adjudication Guarantee*:** The DCS Program's service level standard requires that at least ninety-nine and five-tenths percent (99.5%) of Enrollee-submitted claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within ten (10) Business Days from the date the claim is received in the Department's Designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent. The Offeror shall propose the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet this guarantee.

The standard credit amount for each .01 to .25% of the DCS Program's Enrollee-submitted claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within ten (10) Business Days from the date the claim is received in the Department designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent below the standard of ninety-nine and five-tenths (99.5%) is $5,000 per each quarter for DCS. However, the Offeror may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to .25% of Enrollee-submitted claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within ten (10) Business Days from the date the claim is received in the Department designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent, below the standard of ninety-nine and five-tenths percent (99.5%) as calculated on a quarterly basis, is $_____ for DCS.

(20) (Exclusive to NYSIF) ***Turnaround Time for Claims Adjudication Guarantee*****:** The NYSIF Program's service level standard requires that at least ninety-nine and five-tenths percent (99.5%) of Non-Network Pharmacy claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within thirty (30) Calendar Days from the date the claim is received in NYSIF's Designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent. The Offeror shall propose the forfeiture of a specific dollar amount of the Claims Administration Fee for failure to meet this guarantee.

The standard credit amount for each .01 to .25% of the NYSIF Program's Non-Network Pharmacy submitted claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within thirty (30) Calendar Days from the date the claim is received in the FUND's designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent below the standard of ninety-nine and five-tenths (99.5%) is $375 per each quarter for NYSIF. However, the Offeror may propose higher or lesser amounts.

The Offeror's quoted amount to be credited against the Claims Administration Fee for each .01 to .25% of Non-Network Pharmacy submitted claims that require no additional information in order to be properly adjudicated that are received by the Offeror and not turned around within thirty (30) Calendar Days from the date the claim is received in NYSIF's designated Post Office Box to the date the Explanation of Benefits is received

by the mailing agent, below the standard of ninety-nine and five-tenths percent (99.5%) as calculated on a quarterly basis, is $_____ for NYSIF.

13. Retrospective Coordination of Benefits (Exclusive to DCS)

The selected Offeror must be capable of administering a retrospective coordination of benefits (COB) recovery program. The DCS Program's current COB process is administered on a retrospective basis. A claim is not stopped at the point of service nor is there any current plan to have Prescriptions stopped at the point of service to verify COB coverage unless it is indicated that the Enrollee has enrolled in a Medicare Part D Plan other than the DCS Program EGWP. The DCS Program allows members to receive Prescriptions and have the selected Offeror seek COB recoveries after the Prescription is dispensed.

a. Duties and Responsibilities

(1) The selected Offeror is required to pursue collection of any money due the DCS Program from other payers or Enrollees who have primary Prescription drug coverage through another carrier and to credit the DCS Program's account one hundred percent (100%) of all recoveries within fifteen (15) Days after the end of the month.

(2) The selected Offeror must maintain a system capable of receiving a historical COB data file from the current contractor and benefits information obtained from Enrollee surveys. The Offeror's system must be capable of tracking the date an initial letter is sent to the Enrollee or other carrier until the point money is recovered.

(3) The selected Offeror must develop for Department review and approval COB correspondence including, but not limited to; an Enrollee questionnaire to confirm other Prescription drug coverage information, a letter(s) instructing Enrollees to file for reimbursement from the primary plan and advising that the Enrollee must reimburse the DCS Program for the cost of their claims and a collection letter(s) to other carriers who owe the DCS Program reimbursement.

(4) The selected Offeror must have a system in place to facilitate collection, without Enrollee intervention, when the primary plan claims adjudicator is the same as the selected Offeror.

Note: Offerors may choose to enter into a Key Subcontract for the provision of these services; however, the cost of this service must be included in the Offeror's proposed Claims Administration Fee with all gross recoveries credited to the DCS Program (no carve-out of Key Subcontractor fees will be permitted). The Department will not allow any alternative fee arrangement in this regard.

b. Required Submission

Provide a flow chart and step-by-step description of the process you will employ to conduct the DCS Program's retrospective coordination of benefits (COB) requirement. Specifically, please detail how you will collect, store, and investigate COB information for other insurance.

14. Utilization Management

Mandatory Generic Substitution at Retail and Mail

Appropriate utilization of cost-effective clinically equivalent Generic Drugs is an integral component of the Programs benefit design. To promote the use of Generic Drugs, the Programs have a mandatory generic substitution requirement that mandates that FDA approved generic equivalents be substituted for the equivalent Brand Drug or the Enrollee pays the Non-Preferred Brand Drug Copayment plus an Ancillary Charge (DCS only) equal to the difference in the Ingredient Cost of the Brand Drug and the Ingredient Cost of the Generic equivalent, not to exceed the cost of the drug, unless otherwise directed by the Department. Mandatory generic substitution will be applied to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug, as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The Programs' mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

Mandatory generic substitution provisions shall apply if a Physician writes a Prescription with a Dispense as Written (DAW) code for a Brand Drug that has an A-rated or authorized

Generic Drug available. The Enrollee should be informed that an Ancillary Charge (DCS only) will be applied and the Pharmacist should offer to contact the prescribing Physician for approval to dispense the Generic Drug. Enrollees who receive a multi-source Brand Name drug because of a DAW notation are still required to pay both the applicable Brand Drug Copayment and the Ancillary Charge (DCS only). Mandatory generic substitution does not apply to the strength of a particular drug for which there is no approved Generic Drug.

The Department's Program currently has the following exceptions to the mandatory generic substitution requirement: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid, Tegretol and Tegretol XR. Because the drugs are exceptions to the mandatory generic substitution requirement, no Ancillary Charge can be imposed. The drug placement on the Offeror's proposed PDL will determine the Copayment (DCS only) for these drugs subject to the Program's benefit design which requires that a Brand Drug with a Generic equivalent be placed on the third level of the Preferred Drug List. An appeal cannot change the level status of these drugs on your proposed PDL.

a. <u>Duties and Responsibilities</u>

To ensure strict adherence to the Program's Mandatory Generic Substitution Requirement and protect the financial interests of the Programs, the Offeror is required to:

(1) Unless otherwise directed by the Procuring Agencies, apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The Programs' mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

(2) (Exclusive to DCS) Establish the Ancillary Charge by calculating the difference in the Discounted Ingredient Cost of the Brand Drug and the Ingredient Cost of the equivalent A-rated Generic Drug or authorized Generic Drug based on the Programs'

MAC List price assigned when a Brand Drug for which an A-rated or authorized Generic Drug has been introduced in the market is dispensed to the Enrollee. In such cases, the Enrollee shall be responsible for paying the applicable Non-Preferred Brand Drug Copayment plus Ancillary Charge not to exceed the cost of the drug to the Programs. The Ancillary Charge shall be assessed even in the event a Physician has specifically directed a Pharmacist to dispense the Brand Drug rather than the A-rated or authorized Generic Drug through DAW notation.

(3) Monitor the pharmaceutical industry on behalf of the Department to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Offeror shall inform the Department of anticipated shipping dates of the first Generic Drug introduced into the market for one or more strengths of a particular Brand Drug.

(4) (Exclusive to DCS) Following the first shipment of a first Generic Drug for one or more strengths of a particular Brand Drug, the Offeror is required to:

(a) Inform the Department as soon as practicable but in no event later than 14 Days after the first date of shipment, (from manufacturer to wholesaler or retailer) of the financial impact of enforcing mandatory generic substitution via the "MAC Alert Notice" detailed in Section IV.B.8.a. of this RFP, under the subheading "Reports Required at Other Frequencies."

(b) For those drugs that will result in a lower net cost to the Program by enforcing mandatory generic substitution, the Offeror shall provide the "MAC Alert Notice" as described in (a) above. The Offeror shall add the GCN to the Programs' MAC List and begin enforcement as soon as practicable but in no event later than 14 Days after the first date of shipment provided that the majority of Retail Network Pharmacies are able to obtain the Generic Drug. In the case where a GCN is already subject to MAC pricing the Offeror is required to immediately apply the MAC price and mandatory generic substitution to any NDC added to the GCN following the first date of shipment.

(c) For those drugs that could potentially result in a higher net cost to the Programs by enforcing mandatory generic substitution, the Offeror shall provide the "MAC Alert Notice" as described in (a) above. The Department, in its sole discretion, may determine that enforcement is contrary to the best financial interests of the DCS Program and shall inform the Offeror whether mandatory substitution shall be applied. If the Offeror does not receive a formal response to the information provided via the "MAC Alert Notice," enforcement shall commence and the GCN shall be added to the Programs' MAC List effective on the 21st day after shipment of the first A-rated generic equivalent drug or authorized Generic Drug provided that the majority of pharmacies are able to obtain the Generic Drug. In the event the Department decides to exercise its discretion not to enforce mandatory generic substitution, the Offeror shall apply MAC pricing to the Generic Drug.

(d) To assist the Department in determining when mandatory generic substitution should be enforced based on an adequate supply of Generic drug being available in the market, the Offeror shall survey its Retail Pharmacy Network to identify the Pharmacies that are unable to obtain the new Generic Drug within 21 Days and weekly thereafter until the shortage resolves. The Offeror shall submit this information to the Department and provide any additional information as required by the Department to reach a determination. The Department, in its sole discretion, shall determine based on such evidence how the DCS Program's mandatory generic substitution provisions will be applied. The DCS Program will not consider and the Offeror shall not act on availability information provided by 3rd party sources, including but not limited to Medi-Span, Red Book, First Data Bank or wholesalers.

(e) For Preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall be changed from preferred to non-preferred status concurrent with the commencement of the enforcement of mandatory generic substitution. Enrollees who are prescribed strengths of the Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Generic Drug Copayment unless the

prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Non-Preferred Brand Drug Copayment and Ancillary Charge. Enrollees who are prescribed strengths of the Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Preferred Brand Drug Copayment;

(f) For Non-Preferred Brand Name drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall remain Non-Preferred for all strengths. Concurrent with enforcement of mandatory generic substitution, Enrollees who are prescribed strengths of the Non-Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the generic Copayment unless the prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Non-Preferred Brand Drug Copayment and Ancillary Charge. Enrollees who are prescribed strengths of the Non-Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Non-Preferred Brand Drug Copayment;

(g) The Offeror shall require the dispensing Network Pharmacy to inform the Enrollee prior to dispensing the Brand Drug, that an Ancillary Charge will be applied in addition to the applicable Non-Preferred Brand Drug Copayment. If the prescribing Physician requires the Brand Drug be dispensed, the Offeror shall require the dispensing Network Pharmacy to collect the applicable Brand Drug Copayment plus the calculated Ancillary Charge. However, under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the DCS Program after application of the Programs' Lesser of Logic provisions;

(5) Charge the Programs based on the Programs' MAC List price assigned to the GCN of the dispensed Brand Drug subject to the Programs' Lesser of Logic plus the applicable

dispensing fee as set forth within "Program Claims Reimbursement" of the Contract Provisions, Section VII of this RFP;

(6) Promptly notify and receive the Procuring Agencies prior written approval for any and all exceptions to the Programs' mandatory substitution provisions, other than those resulting the Programs' Mandatory Substitution Appeal Process. Following commencement of mandatory generic substitution, the Offeror must receive the Procuring Agencies written approval prior to suspending enforcement of the Programs' mandatory generic substitution provisions;

(7) Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the Programs' mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the Programs' mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug, be charged the applicable Generic Drug Copayment (DCS only) and the Programs charged based on Generic Drug pricing. The Offeror's claims processing system must reject, with appropriate messaging, claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code requiring resubmission of the claim (since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy). Similar rules can be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the Programs' mandatory generic substitution requirements;

(8) Immediately notify the Procuring Agencies of changes (from brand to generic or generic to brand) in the NDC classification submitted by the Offeror, subject to the Programs' definitions of Brand and Generic Drugs contained in Section VIII of the RFP.

(9) (Exclusive to DCS) Manage the Narrow Therapeutic Index (NTI) list of multi-source Brand Drugs not subject to Ancillary Charges, and make recommendations to the Department of suggested additions or deletions based on clinical evidence.

b. Required Submission

(1) Please explain in detail the process you will utilize to administer the Programs' mandatory generic substitution provisions in accordance with the requirements set forth in this RFP including, but not limited to, how your claims processing system will enforce the Programs' generic substitution requirement for a Generic Drug within the time limits specified above.

(2) How do your Retail Pharmacy Network contracts protect the financial interests of the Programs in the event a network Pharmacist does not have a required generic in stock when presented with a Prescription requiring dispensing of the generic under law or pursuant to the provisions of the Programs' mandatory generic substitution program after the maximum twenty-one (21) day period?

(3) Explain in detail the process you intend to follow to ensure that drugs meeting the definition of generic as set forth in this RFP are identified in your system as Generic Drugs subjecting them to the generic pricing requirements set forth in Section V and mandatory generic substitution for A-rated or authorized Generic Drugs.

(4) Please detail how your system will distinguish between A-rated and authorized Generic Drugs requiring generic substitution, A-rated generics not requiring substitution including, but not limited to Narrow Therapeutic Index (NTI) drugs (DCS only), and non-A-rated Generic Drugs. Please describe the capability of your system to apply MAC pricing but not enforce generic substitution for non-A-rated Generic Drugs, NTI drugs, or for available A-rated Generic Drugs that the Department has directed the Offeror not to enforce the Programs' mandatory generic substitution requirement.

(5) Please detail the process for updating your claims processing system upon distribution of a new Generic Drug to ensure prompt application of MAC pricing and/or mandatory generic substitution.

(6) (Exclusive to DCS) Please describe how you will manage the NTI list for the DCS Program including the parties responsible for making NTI recommendations.

Mandatory Generic Substitution Appeal Process (Exclusive to DCS)

An Enrollee may appeal the requirement to pay the Ancillary Charge. Generic appeal review is based upon the demonstrated need for the Brand Drug on an individual Enrollee basis. It is not related to the specific drug as much as it is to the ability of the Enrollee to tolerate the Generic Drug. The criteria may include: previous clinical issues with the Generic Drug, reported allergy to an inert ingredient, co-morbid conditions that require multiple drug therapies, etc. The Offeror is expected to develop a generic appeals process that would allow for exceptions based upon compelling evidence provided by the treating Physician. Each individual case should be decided upon its own merits. For the DCS Program, there must be at least one level of appeal. If an appeal is unsuccessful, an Enrollee may request an external appeal as required by the NYS Insurance Law. Exhibit II.J.1 of this RFP provides the number of generic appeals reviewed for the period of January 1, 2008 through September 17, 2010.

a. Duties and Responsibilities

The Offeror shall administer a Mandatory Generic Substitution Appeal process. The selected Offeror is required to oversee and enforce the DCS Program's generic appeal process including:

(1) Administering a clinically sound generic appeal process at no additional cost to the DCS Program or to the Enrollee. The process must include developing an appeal form and criteria for establishing medical necessity, reviewing appeals for medical necessity, preparing communications to notify Enrollees (subject to Department review and approval) of the outcome of appeals within five (5) Business Days, and integrating the decisions into the claims processing systems including reimbursing the Enrollee for any Ancillary charge paid up to 30 Days prior to receipt of the approved generic appeal; and

(2) Reporting the results of the generic appeal process for the DCS Program to the Department on a drug by drug basis in the format and frequency required in the "Reporting" section of this RFP.

(3) Following a successful generic appeal, charging the Enrollee for the Brand Drug at the Level 3 Copayment with no Ancillary Charge.

(4) Loading into your claims processing system one or more files from the incumbent contractor of the previously approved Generic Appeal requests by the January 1, 2014 implementation date, once an acceptable file is received.

(5) Interfacing with the New York State Department of Financial Services External Appeals Process that provides an opportunity for Enrollees and Dependents to appeal denied coverage on the basis that a prescription drug is not medically necessary or is an experimental or investigational drug.

b. Required Submission

(1) Describe in detail how you would administer the required generic appeal processes for the DCS Program including:

(a) The turnaround time;

(b) Qualifications of the staff that would conduct the review;

(c) A description of the criteria that would be used to determine whether the brand name medication is medically necessary. Are there any dollar thresholds within your criteria? Do you require generic appeals to be updated after a specific time period? If so, what is the process?

(d) Do you currently administer a generic appeals process? If yes, provide the number of appeals you review annually and the approval and denial rates for a client similar to the Program (for the most recent Calendar Year); and for the following list of drugs:

(~~a~~i) Prilosec
(~~b~~ii) Fosamax
(~~c~~iii) Topamax
(~~d~~iv) Keppra
(~~e~~v) Cellcept

(e) How the Enrollee's claim will be handled during the appeal processing. In the event of a successful appeal, confirm that you will retroactively adjust claims incurred within 30 Days from the date of receipt of a completed appeals form. Describe how member refunds will be handled.

(2) Confirm that you will load previously approved Generic Appeals data into your claims adjudication system.

15. Clinical Management/Drug Utilization Review (DUR)

Clinical management and drug utilization review programs help to control costs and attempt to ensure that Enrollees are receiving safe effective drug treatment. The Procuring Agencies require the selected Offeror to have clinical management/drug utilization programs including a mandatory generic substitution program, a prior authorization program, a concurrent review program and retrospective review programs. The selected Offeror is required to provide these programs; however, an Offeror is not prevented from offering other value oriented programs. No clinical management and drug utilization review programs can be funded by Pharmacy manufacturers. The Procuring Agencies reserves the right to not participate in any program offered by the selected Offeror and the right to opt out of any program at any time.

The Offeror is required to administer and enforce a comprehensive clinical management and DUR program that integrates the various Programs' components, which include at a minimum:

***A Prior Authorization Program*:** to determine the medical appropriateness of Prescription drugs that have an increased risk of inappropriate utilization;

***A Concurrent DUR Program*:** to aid the dispensing Pharmacist in identifying potential drug therapy problems at the point of sale; and

***A Retrospective DUR Program*:** to look at any long-term effects of drug treatment designed to safeguard Enrollee health and help Physicians make more informed decisions about Prescription drugs. In addition, the Procuring Agencies are interested in receiving information on Physician education/profiling and patient education programs which the Offeror believes would add value to the Programs.

NOTE: THE COST OF ALL THE PROGRAMS LISTED ABOVE IS REQUIRED TO BE IN YOUR CLAIMS ADMINISTRATION FEE.

Prior Authorization

The Programs current Prior Authorization Program determines the medical appropriateness of Prescription drugs that have an increased risk of inappropriate utilization or a high cost. Drugs currently subject to prior authorization have been recommended by the current contractor and reviewed by the Department. Exhibit II.H provides a current list of the drugs subject to prior authorization. The DCS Program allows Enrollees to appeal denied coverage on the basis that a Prescription drug is not medically necessary or is an experimental or investigational drug. Exhibit II.H.2 provides the number of Program prior authorizations reviewed and certified for the period January 1, 2008 through September 16, 2011.

The NYSIF Program also prior authorizes certain Prescription drugs. The clinical determination is made by NYSIF and conveyed to the contractor to allow dispensing at a Network Pharmacy.

a. Duties and Responsibilities

To ensure that the resources available to the DCS Program are utilized for appropriate, Medically Necessary Drug therapy, the selected Offeror is required to administer prior authorization programs for the Programs which includes, at a minimum:

(1) A Prior Authorization Program for high cost Prescription drugs that are prescribed for very specific medical indications. Only medications that have been identified by the Offeror as appropriate for Prior Authorization and reviewed by the State shall be included in the Prior Authorization Program. The Prior Authorization Program also subjects specific drugs in certain categories to clinical criteria before benefits are authorized for payment including but not limited to: anti-obesity agents; topical tretinoin; antifungal agents; Hepatitis C agents; Hepatitis B agents for interferon use; select Osteoporosis agents; Respiratory Syncytial Virus (RSV) Therapy agents, select stimulant agent; Multiple Sclerosis agents; Low Molecular Weight Heparin agents; Growth Hormones; Cancer; Pain/Arthritis; Phychosis agents and, Pulmonary Arterial Hypertension agents. Only medications that have been identified as appropriate for the

Prior Authorization Program by the Offeror and reviewed by the Procuring Agencies shall be included in the Prior Authorization Program;

(2) (Exclusive to DCS) Informing Medical Professionals who request, by phone, fax, or secure internet portal, a Prior Authorization for a Specialty Drug/Medication about the DCS Program's Specialty Pharmacy Program and providing the information necessary to utilize the Specialty Pharmacy Program to obtain the drug.

(3) Monitoring market changes and recommending deletions or additions to the list of drugs requiring Prior Authorization on an ongoing basis which must be reviewed by the Procuring Agencies prior to implementation of any changes to the list of medications;

(4) (Exclusive to DCS) Preparing and sending communications (reviewed and approved by the Department) to notify Enrollees and/or their Physicians of the outcome of their prior authorization request and notifying them of the date the Prior Authorization is approved through;

(5) Promptly loading approved prior authorizations determined by the Offeror or received from NYSIF for the NYSIF Program into the claims processing system;

(6) (Exclusive to DCS) Administering an expeditious, HIPAA compliant, internal appeals process which allows Physicians and/or Enrollees and Dependents to appeal denied coverage on the basis that a Prescription drug is not medically necessary or is an experimental or investigational drug. For the Prior Authorization Program, there must be at least one level of appeal, and it must be expeditious and PPACA compliant; and

(7) (Exclusive to DCS) Interfacing with the New York State Department of Financial Services' External Appeals Process that provides an opportunity for Enrollees and Dependents to appeal denied coverage on the basis that a Prescription drug is not medically necessary or is an experimental or investigational drug.

(8) Loading one or more files of Prior Authorization approved-through dates from the incumbent contractors, prior to the January 1, 2014 implementation date, once acceptable files are received.

b. Required Submission

(1) Referring to the drugs or the drug categories subject to Prior Authorization, describe in detail how you would propose to administer Prior Authorizations including:

(a) The process and criteria you utilize to identify drugs that the Programs should consider for prior authorization;

(b) The qualifications of each level of staff making decisions with regard to the pre-authorization process, denial, and appeal. Based on the DCS Program's number of prior authorizations, what is your projected staffing level for this unit?

(c) A description of any current prior authorization programs you manage including the list of drugs subject to prior authorization and the number of cases reviewed, approved and declined for a client similar to the DCS Program (for the most recent Calendar Year);

(d) The process you utilize to contract and collect the appropriate information from Physicians in order to make a determination. Provide a timeline for completion of approvals and denials;

(e) The methods you utilize to measure program effectiveness *(Do not include any reference to specific monetary savings).*

(f) How you will transition Enrollees with current prior authorizations and their Prescriptions into your system. Specifically address whether your system has the flexibility to grandfather benefits for Enrollees currently taking drugs that would require pre-authorization.

(2) For each of the drugs currently subject to Prior Authorization under the DCS Program, please list the time period of the authorizations that you would apply to each. Also, please confirm what steps the Offeror will perform to re-authorize at the end of the authorization period.

(3) Confirm that you will send notification letters, subject to the approval of the Department, to the Enrollee and/or Physician to advise of the outcome of the Prior Authorization review and their appeal rights.

Concurrent Drug Utilization Review (DUR)

The Programs current Concurrent DUR program aids the dispensing Pharmacist in identifying potential drug therapy safety issues at the point of sale, as well as various other point of sale edits that are related to benefit design such as "refill too soon," and Preferred/Non-Preferred Drug designation.

a. Duties and Responsibilities

To safeguard Enrollee health and ensure adherence with the Programs' benefit design, the selected Offeror must administer a concurrent DUR program which includes at a minimum:

(1) A point of service system at all Retail Pharmacy Network locations, Mail Service Pharmacy Process Facilities and Specialty Pharmacies which is continually updated with the latest patient safety edits with the capacity to "message" Pharmacists related to safety issues prior to the dispensing of the Prescription drug; and

(2) A fully integrated point of service system capable of enforcing the Programs' benefit design features.

b. Required Submission

(1) Please detail the full scope of the Concurrent DUR program that you are proposing to utilize for the Programs. Include the qualifications of the staff responsible for oversight of your Concurrent DUR program.

(2) Describe the software you will utilize to administer the Concurrent DUR program that you will implement for the Programs. Please specify if you have developed this software, purchased it from a third party source, or is it a system you purchased and have adapted for your use.

(3) ***Program Safety Edits***

(a) Within your Concurrent DUR program describe all safety edits currently enforced through your claims processing system including, but not limited to the safety edits below:

(i) drug-drug interaction including OTC drugs and herbal supplements, if applicable;

(ii) drug-allergy interaction;

(iii) drug-medical condition interaction;

(iv) minimum daily dosage;

(v) exceeding maximum dosage;

(vi) therapeutic duplication;

(vii) drug-gender interaction;

(viii) drug-age interaction;

(vix) drug-pregnancy interaction; and

(x) compliance with FDA approved drug utilization guidelines.

(b) Please describe for each edit the messaging sent to the Pharmacist including whether the edit is classified as a soft or hard edit. Describe the type of actions required by the Pharmacist at the point of service following receipt of these alerts. How do you monitor the effectiveness of the safety alerts program?

(4) ***Program Benefit Edits***

(a) Within your Concurrent DUR program describe how your program monitors the following at the point of service, including whether the edits are hard edits or soft edits, and whether the Program monitors overrides at the Pharmacy Level:

(i) refill too soon, including a description of the methodology utilized;
(ii) prior authorization; and
(iii) drug exclusions or limitations.

(5) Describe the methods you utilize to measure Program effectiveness (*Do not include any reference to specific monetary savings).*

(6) Describe any other programs the Offeror proposes to provide to administer utilization management on behalf of the Programs.

Retrospective DUR Program (Exclusive to DCS)

The DCS Program's current Retrospective DUR Program reviews Enrollee presciption profiles for drug therapy complications. In the event a potential drug complication is identified, alert letters are sent to the prescribing Physician. The DCS Program is designed to safeguard the Enrollee's health and help Physicians make more informed decisions about Prescription drugs.

a. Duties and Responsibilities

To safeguard the Enrollee's health the selected Offeror must administer a Retrospective DUR Program which:

(1) Using the Offeror's standards, evaluates the Enrollee's Prescription drug utilization against the Enrollee's profile using FDA and other evidence based guidelines to identify potential safety related concerns. The Offeror shall alert the prescribing Phyicians to drug specific, Enrollee-specific health, safety and utilization issues including potential overuse of narcotics; and

(2) Identifies potential drug therapy complications for Enrollees, develops Physician alerts (subject to Department review and approval) and sends the alerts to the prescribing Physician; and

(3) Reports the results of its Retrospective DUR Program initiatives, including outcomes, to the Department on a quarterly basis in a mutually agreed upon format.

b. Required Submission

Describe the Retrospective DUR Program that you propose to put in place for the DCS Program including:

(1) The qualifications of the staff that would perform these reviews;

(2) How you identify and select areas for retrospective review and the methods utilized to inform and educate Physicians;

(3) A timeline for these reviews.

(4) What type of follow-up you conduct after communicating the information to the Physician;

(5) How you measure the effectiveness of your Retrospective DUR Program including any statistical measures of the success of your efforts *(Do not include any reference to specific monetary savings);*

(6) Whether you currently administer a Retrospective DUR Program for other clients; and

(7) The reporting capability for your described program.

Physician Education

a. Duties and Responsibilities

Subject to review and approval by the Procuring Agencies, the Offeror must undertake a Physician education program involving communications with prescribing Physicians which includes at a minimum:

(1) Analysis of Physicians' drug or condition specific prescribing patterns;

(2) Educating Physicians about the clinical and economic aspects of their prescribing decisions. Any communication with Physicians prescribing medications for Enrollees shall make the Physician aware of the distribution channel most cost effective to the Programs and the Enrollee; and

(3) Reporting the results of its Physician Education initiatives to the State on a quarterly basis in a mutually agreed upon format.

(4) The Physician Education Program may not be funded by pharmaceutical manufacturers.

b. Required Submission

Please describe/present the Physician communication/education programs you propose for the Programs. Describe your objectives and approach to Physician profiling and education including:

(1) Whether you currently administer a Physician profiling and education program for other clients similar to the Programs;

(2) A description of the method(s) and analysis you use to select Physicians for profiling and whether your clinical programs involve peer-to-peer Physician discussions;

(3) The frequency of your educational efforts;

(4) The number of Physicians you have contacted as part of a Physician Education Program and the results of those efforts in the areas of increased compliance with recommended protocols and modifying patient Prescription utilization;

(5) How you measure the effectiveness of your Physician profiling program including any statistical measures of the success of your efforts. (*Do not include any reference to specific monetary savings*); and

(6) Whether you will adapt your Physician Education Program standards to meet the Program's needs as specified by the Department.

(7) Confirm that the Physician Education program will not be funded by pharmaceutical manufacturers.

Patient Education (Exclusive to DCS)

The Empire Plan currently includes a Patient Education Program to notify Enrollees of the cost-effective utilization of Prescription drugs through a Half Tablet Program.

a. Duties and Responsibilities

(1) Subject to State review and approval by the Department, the Offeror must develop and implement a patient education program consisting of communications to Enrollees which:

(a) Analyzes drug utilization from a clinical standpoint to identify and facilitate communication with Enrollees that have chronic diseases to maximize health benefits of drug treatment;

(b) Analyzes drug utilization to identify and facilitate communication with Enrollees not managing their drug utilization in the most cost effective manner for the Enrollee;

(c) Reports the results of its patient education initiatives to the Department on a quarterly basis in a mutually agreed upon format; and

(d) The Patient Education Program may not be funded by Pharmacy manufacturers.

(2) Offerors may propose a voluntary Half Tablet Program which will allow Enrollees to pay half the regular Copayment at the point of service for half the quantity of double strength, eligible Prescriptions. If such is the case, the Offeror's proposal shall:

(a) Establish a list of drugs that would be appropriate to include in the Half Tablet Program including, but not limited to the drugs listed in Exhibit II.M, if deemed appropriate by the Offeror;

(b) Notify Enrollees of their eligibility to participate in the Half Tablet Program. Monthly, the Offeror must use utilization data to identify Enrollees newly eligible to participate in the Half Tablet Program and mail welcome/announcement letters to those Enrollees. These letters are subject to review and approval by the Department;

(c) Provide each Enrollee newly participating in the Half Tablet Program with one tablet splitter, at no charge to the Enrollee; and

(d) Load a file to transfer current Enrollees with qualifying Prescriptions into the Half Tablet Program as of January 1, 2014.

b. Required Submission

(1) Describe your objectives and approach to patient education including:

(a) Whether you currently administer a patient education program for other clients;

(b) The identification and selection of categories of drugs to apply retrospective review and the method(s) you propose to use to educate and inform patients;

(c) The number of educational interventions and the expected Enrollee response rate;

(d) How you measure the effectiveness of your patient education program including any statistical measures of the success of your efforts. *(Do not include any reference to specific monetary savings); and*

(e) Confirm that the Patient Education Program will not be funded by Pharmacy manufacturers.

(2) If proposed, describe the Half Tablet Program for the DCS Program, including:

(a) Confirm which drugs listed in Exhibit II.M will be included in the Half Tablet Program.

(b) Detail the criteria that will be used to identify additional drugs for inclusion in the Half Tablet Program. Provide a list of additional drugs you recommend to include in the Half Tablet Program and the basis for the recommendation.

(c) Describe in detail the process to identify newly eligible Enrollees for the Half Tablet Program, including timeframes.

(d) Describe how Enrollees will enroll in the Half Tablet Program. Confirm that a table splitter will be mailed at no additional cost to the Enrollee.

(e) Confirm that if a Half Tablet Program is implemented, a half Copayment would be passed to Enrollees participating in the Programs at the point of service, upon presenting a valid script.

NOTE: THE COST OF ALL THE PROGRAMS LISTED ABOVE ARE REQUIRED TO BE IN THE CLAIMS ADMINISTRATION FEE.

Other Safety Related Programs

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. 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. The State reserves the right, if allowed by NYS Finance Law, to participate in any such program(s) offered.

For any such program(s), the Offeror must clearly indicate whether or not there is a cost to the State for said program(s) (do not disclose the dollar amount, if any, in the Technical Proposal) and, if there is a cost, whether or not the cost is included in the Offeror's proposed Claims Administration Fee. If there is a cost for a program(s) and that cost is not included in the Offeror's proposed Claims Administrative Fee, Offerors are advised that the Department may be precluded by NYS Finance Law from participating in such program(s).

Should the State choose to participate in such program(s), the State reserves the right to opt out of any such program(s) at any time during the term of the Agreements in such case(s), the Claims Administrative Fee shall be reduced by the cost incurred by the State for that program(s).

a. Duties and Responsibilities

N/A

b. Required Submission

(1) Please describe the purpose of any other clinical management or drug utilization review programs that you are proposing to administer for the Program with the Pharmacy, Physicians, Enrollees, etc. Include a detailed description of how the program operates and its benefit to the Programs and Program's Enrollees.

(2) Identify the funding source behind any of the programs you are proposing and confirm whether or not the costs for the Program are included in the Claims Administration Fee.

16. <u>Preferred Drug List Development and Management (Exclusive to DCS)</u>

The selected Offeror is required to efficiently develop, administer and maintain multiple Preferred Drug Lists (PDL) that ensure Enrollee access to appropriate, quality pharmaceutical care based on sound clinical criteria. The DCS Program currently has four (4) formulary benefit designs: Traditional Empire Plan PDL, Flexible Formulary Drug List, Enhanced Flexible Formulary List, and the Excelsior Plan PDL. The DCS Program requires that all Covered Drugs be classified as preferred or non-preferred. PDL management, in particular designation of drugs as preferred (which generally means Level 1 or Level 2), non-preferred, or excluded, is critical to the clinical and financial success of the DCS Program. The Offeror must use sound clinical criteria in any decisions that are made to place or exclude drugs from the PDL's.

The PDLs generally feature Generic Drugs on the first level, Preferred Brand Drugs on the second level, and Non-Preferred Brand Drugs on the third level. The PDLs proposed for the DCS Program must include all drugs meeting the definition of Covered Drugs in this RFP. The selected Offeror is required to effectively communicate the content and requirements of the DCS Program's PDLs to Network Pharmacies, medical providers and Enrollees. The design of the DCS Program's Prescription Drug benefit does not require a Brand Drug in every therapeutic category. For the purpose of preparing a response to this RFP, if an Offeror proposes a Preferred drug list which does not include a Preferred Brand Drug in every therapeutic category, the Offeror must include the clinical rationale and financial implications of the Offeror's determination. Offerors will submit cost information as required in Section V, Cost Proposal of this RFP.

Note: Do not include any cost information in the technical proposal.

***Traditional Empire Plan PDL*:** Under the traditional Empire Plan PDL, all covered Generics are Level 1 and covered Brand Drugs are on either Level 2 or Level 3. A proposed PDL that includes Generics on Level 2 or Level 3 and/or includes Brand Drugs on Level 1 does not currently meet the Program requirements for the Traditional Empire Plan PDL and would not be acceptable. Drugs may not be excluded from the Traditional Empire Plan PDL. In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement

on the second or third level of the PDL. The Traditional Empire Plan PDL is updated once a year on January 1st. Mid-year changes to the PDL are generally not acceptable. However, mid-year changes resulting from drug recalls, the introduction of new clinically superior drugs, drugs off patent, or patient safety issues are allowed.

***Flexible Formularies (two)*:** Under the Flexible Formulary, Generics may be on Level 1 or excluded. Brand Drugs may be on Level 1, 2, or 3 or excluded. A proposed PDL that includes Generics on Level 2 or Level 3 does not meet the Program requirements for the Flexible Formulary Drug List and would not be acceptable. Drugs may be excluded from the Flexible Formulary based on sound clinical and financial criteria. Proposed drug exclusions must meet the following criteria:

Access to one or more drugs in select therapeutic categories may be restricted (not covered) if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that:

a. contain an active ingredient available in and therapeutically equivalent to another drug covered in the class;

b. contain an active ingredient which is a modified version of and therapeutically equivalent to another covered Prescription Drug Product;

c. are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent

For the 2012 Flexible Formulary, the following drugs were excluded from coverage: Acuvail, Adoxa, Amrix, Aplenzin, Asacol HD, BenzEFoam, Caduet, Clobex Shampoo, Coreg CR, Detrol LA, Dexilant (formerly Kapidex), Doryx, Edluar, Epdiuo, Extavia, Flector, Genotropin (except for the treatment of growth failure due to Prader-Willi syndrome or Small for Gestational Age), Humatrope (except for the treatment of growth failure due to SHOX deficiency or Small for Gestational Age), Iansoprazole, Metozolv ODT, Momexin Kit, Naprelan, Neobenz Micro, Nexium, Norditropin (except for the treatment of short stature associated with Noonan syndrome or Small for Gestational Age), Olux/Olux-E Complete Pack, omeprazole/sodium bicarbonate capsule (generic Zegerid), Omnitrope (except for the treatment

of growth failure due to Prader-Willi syndrome or Small for Gestational Age), Prevacid Ccapsules, Requip XL, Ryzolt, Soma 250, Terbinex, Testim, Treximet, Triaz, Twynsta, Veramyst, Xopenex Inhalation Solution, Zegerid Capsule, Ziana, Zipsor.

In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement on the second or third level of the PDL, nor to appeal a drug exclusion. The Flexible Formulary is updated once a year on January 1st. Mid-year changes to the PDL are generally not acceptable. However, mid-year changes resulting from drug recalls, the introduction of new clinically superior drugs, drugs off patent, or patient safety issues are allowed.

The "Enhanced Flexible Formulary" adds a "Brand for Generic" feature to The Empire Plan's Flexible Formulary. With this feature, a brand-name drug may be placed on Level 1, or excluded, and the generic equivalent placed on Level 3, or excluded. With Department approval, these placements may be revised mid-year when such changes are advantageous to The Empire Plan. Effective January 1, 2013, a "New to You Prescriptions" program will be implemented for enrollees subject to the Enhanced Flexible Formulary. This program will require the enrollee to have two (2) 30-day fills of a newly prescribed medication at a Retail Pharmacy prior to being able to obtain a 90-day fill through the Retail Pharmacy or Mail Service Pharmacy.

Excelsior Plan PDL: Under the Excelsior Plan PDL, both Brand and Generic Drugs may be placed on Level 1, 2 or 3 or excluded. A proposed PDL that includes Generics on Level 2 or Level 3 and/or has Brand Drugs on Level 1 meets Program requirements and would be acceptable for the Excelsior Plan. Drugs may be excluded from the Excelsior Plan PDL based on sound clinical and financial criteria. In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement on the second or third level of the PDL nor to appeal a drug exclusion. The Excelsior Plan PDL may be updated throughout the year. It is currently updated on January 1 and July 1 each year. The goal of the Excelsior Plan PDL is to offer a therapeutically sound formulary that result in a Plan design that costs a minimum of 15% less than The Empire Plan Flexible Formulary.

a. <u>Duties and Responsibilities</u>

The Offeror must provide PDL development and management services for the DCS Program. Such responsibility shall include but not be limited to:

(1) Developing and administering four multi-level formularies, consistent with the Program's four benefit designs. The Offeror's PDL's must be based on sound clinical criteria. The Offeror's Book of Business PDL for the Excelsior Plan PDL must include non-self administered, intravenous and intramuscular injectable drugs covered under the Excelsior benefit plan design. In designating a drug as preferred or non-preferred for the Empire Plan's Traditional PDL and Flexible Formulary drug lists, the Offeror must ensure that drugs recognized in documented medical evidence and studies as clinically superior to similar drugs in a therapeutic class be designated as preferred. In situations where there are multiple drugs in a therapeutic class of similar clinical characteristics, net costs shall be considered in determining a drug's status as preferred or non-preferred. For the Traditional Empire Plan PDL, generally, one or more single source Brand Drugs in a therapeutic category shall be designated as preferred, unless there is compelling clinical reason for not promoting the use of the Brand Drug(s). The composition of the PDL for the Flexible Formulary and the Traditional PDL will be developed by the Offeror and reviewed annually by the Department;

(2) The Offeror may recommend and the Department may, at its sole discretion, approve a mid–year change in a drug's status from non-preferred to preferred for the Flexible Formularies and Traditional PDL. Any recommended mid-year changes to the PDLs shall be provided to the Department with a summary of the clinical and financial implications to the DCS Program. In the instance when a change to a Preferred Drug List is approved outside of the annual update, the Offeror's communication responsibilities are the same as the annual PDL update. For the Excelsior Plan, the timing of up-tiers and exclusion shall be consistent with the Offeror's Book of Business PDL;

(3) Developing Preferred Drug List's for each of the four benefit designs, subject to the review and approval of the Department, for the purpose of distributing printed copies to Enrollees and medical providers. Additionally, electronic copies will be developed for posting on the Department's website and the Offeror's customized website for the DCS Program in order to inform Enrollees and providers of the placement of the most commonly prescribed medications on each Preferred Drug List. The Department shall be responsible for the distribution of the printed PDL provided by the Offeror on an

annual basis to Enrollees. The Offeror shall be responsible for producing and distributing all other copies of the printed PDL, including but not limited to supplies sent to agencies, those sent with Offeror mailings to Enrollees and individual requests by Enrollees or providers. The Offeror is required to promptly mail the Preferred Drug List to Enrollees who call requesting a copy. Printed copies of the Traditional Empire Plan PDL and Flexible Formulary Drug List from 2011 and 2012 are presented in Exhibits II.I through II.I.3. The Excelsior Plan PDL for 2012 is presented in Exhibit II.I.4.

(4) Compiling and organizing the PDLs in two versions, limited to the most commonly prescribed medications for posting and distribution: an alphabetical listing of Preferred Drugs and a listing of Preferred Drugs categorized by therapeutic category. A full listing of the PDL must be available for posting on the website. The Offeror must work with the Department on the format of the PDL. The PDL that is developed for distribution to Enrollees, and providers and posted on the website must provide notice of the pending introduction of a generic equivalent for one or more strengths of a particular Brand Drug that could result in one or more strengths of the drug being moved to non-preferred status during the year. The PDL shall also list the name of the reference product in parenthesis next to the name of the Generic Drug (i.e. simvastatin (Zocor)) unless the Department otherwise directs. The PDL shall indicate those drugs that require Prior Authorization and those drugs eligible for the Half Tablet Program. The Offeror shall inform the Department of any rebate implications to the DCS Program as a result of including this information on the PDL.

(5) Developing the PDL in a timely manner so that the Department approved, printed PDL is available to be communicated to Enrollees and posted to the website at least forty-five (45) Days before the start of the Calendar Year, to coincide with the DCS Program’s option transfer period for Enrollees.

(6) Developing and mailing a Department pre-approved disruption letter, via first class mail, to Enrollees who are affected by a drug’s exclusion or a Preferred Brand Drug’s reclassification to a non-preferred status unless the reclassification is the result of the introduction of an equivalent generic for the Traditional Empire Plan PDL and Flexible Formulary Drug Lists. Disruption mailings for the Enrollees in the Excelsior

Plan will follow the disruption mailing plan employed for the Offeror's Book of Business PDL. Such letters must be sent to Enrollees who have utilized a medication at least once within the latest four month time period, regardless of the Days supply or whether the medication is categorized as maintenance or acute. An additional mailing must be sent to Enrollees who are new users of a medication between the date claims records were selected for the initial disruption mailing and the date that the PDL changes go into effect. Such communications should provide to the Enrollee information concerning clinically appropriate alternatives on the first and second level, when applicable, of the Preferred Drug List as of the effective date of the drug's exclusion or change from preferred to non-preferred status. In situations where Enrollees are affected by a Generic Drug's reclassification to a Brand Drug, the Offeror agrees to send a disruption letter to affected Enrollees;

(7) Notifying the Department in writing when a Class I drug recall or voluntary drug withdrawal occurs. The Offeror must take proper action to help promote patient safety. The Offeror will review with the Department the need to communicate and at the Department's discretion will notify Enrollees, Network Pharmacies and/or prescribing Physicians of the Federal Food and Drug Administration drug or device recalls and manufacturer drug or device withdrawals at no additional cost to the Program. Such notification must be timely and all written materials subject to Department review and prior written approval. The Offeror must assist the Department in collecting monies from recalled products.

(8) Using reasonable efforts to monitor the industry on behalf of the DCS Program and notifying the Department in writing of any class action lawsuits for which a class has been certified and of any proposed orders or settlements that the DCS Program may be entitled to participate in as a member of the class. Unless otherwise notified by the Department, the Offeror shall file claims on behalf of the Program and take all steps necessary to ensure the DCS Program's interests in the class action suit or proposed settlement are protected. Any recoveries collected by the Offeror on behalf of the DCS Program, net of the Offeror's actual costs in securing the DCS Program's participation in the recovery, due the DCS Program must be credited to the DCS Program within fifteen (15) Days upon the Offeror's receipt. The Offeror shall make reasonable efforts

to maximize recoveries. Distribution of recoveries, net of the Offeror's actual costs incurred on behalf of the DCS Program, shall be made consistent with the terms of the final settlement order or court decision. The Offeror shall assist the State in its recovery efforts and provide the claims and rebate data required to file a claim on behalf of the DCS Program when requested by the Department.

(9) Holding an annual meeting with the Department to review upcoming Traditional Empire Plan PDL and Flexible Formulary Drug List changes prior to the effective date of any changes. This meeting will include a review of the Offeror's Book of Business PDL strategy. Upon the Department's request the Offeror shall provide a detailed explanation of the clinical and/or financial basis for the decision to change the classification of the drug (s) on the Traditional Empire Plan PDL and Flexible Formulary Drug List as well as a detailed cost analysis of the impact of the changes to the Program.

(10) Assigning a new strength of a drug to the same PDL Level as the pre-existing strengths of the drug in the event a new strength of a drug already on the Traditional Empire Plan PDL or Flexible Formulary Drug List is shipped from the manufacturer or wholesaler;

(11) For the Traditional Empire Plan PDL and the Flexible Formulary Drug Lists, designating as Preferred all FDA approved Covered Drugs without therapeutically equivalent generics prescribed for the treatment of the following diseases; Cancer, Hepatitis, HIV and Diabetes. FDA approved organ transplant anti-rejection drugs shall also be designated as Preferred Brand Drugs. Post award, the Offeror may recommend other disease states where all the Covered Drugs prescribed to treat the illness would be designated as Preferred.

(12) Working with the medical carrier and the mental health and substance abuse carrier to develop communications such as, but not limited to provider newsletters to ensure that participating providers in those networks are fully apprised of the level/status of Covered Drugs.

(13) The Offeror will be responsible for ensuring the Empire Plan Flexible Formularies and the Traditional Empire Plan Preferred Drug List will be electronically available to

Medical Professionals on Rx Hub and Level 1 and Level 2 drugs will be designated as Preferred.

(14) The Offeror will be responsible for protecting the value of the DCS Program's pricing discounts by taking appropriate steps to control Prescription Drug AWP increases.

(15) The Offeror will be responsible for developing, recommending, and implementing Brand for Generic strategies for the Enhanced Flexible Formulary that are financially beneficial to the State. All Brand for Generic placements are subject to Department approval. These placements may be revised mid-year, with Department approval, when such changes are advantageous to The Empire Plan.

(16) The Offeror will be responsible for implementing and administering a "New to You Prescriptions" program. This program requires Enrollees to have two 30-day fills of a newly prescribed medication at a Retail Pharmacy prior to being able to obtain a 90-day fill through the Retail Pharmacy or Mail Service Pharmacy.

b. Required Submission

Preferred Drug List Management − General

(1) Do you currently develop, maintain and administer plans with three copay level benefit designs utilizing one or more Preferred drug lists? Detail your proposed plan and your capability to administer the Program's three different formulary benefit DCS Program designs.

(2) Describe the various preferred drug lists you have available:

(a) Do you have a standard three copay level preferred drug list used for your Book of Business?

(b) Do you maintain multiple standard and custom preferred drug lists? Provide a description of the differences.

(c) What is the goal of these alternative preferred drug lists?

(d) What role do clients play in the development of your preferred drug lists?

(e) How often are changes made for both additions and deletions?

(f) Are there special considerations for biological and specialty Pharmacy products in your preferred drug list and/or process?

(3) What Preferred Drug Lists are you proposing to use in managing the DCS Program? Please provide copies. Are there any therapeutic classes that are composed of only Non-Preferred Drugs due to documented medical evidence of inferior clinical attributes of the Brand Drugs in comparison with competing generics and/or clinically documented safety concerns? What is your clinical rationale for limiting these drugs to Level 3?

(4) Explain how you would work with the medical carrier and the mental health and substance abuse carrier to ensure that participating providers in their networks are fully apprised of the level status of Covered Drugs.

(5) Confirm that the Empire Plan Flexible Formulary and the Traditional Empire Plan Preferred Drug List will be made available on Rx Hub and Level 1 and Level 2 drugs will be designated as Preferred. Describe how Rx Hub will be utilized for the benefit of the DCS Program including how it will encourage physicians to prescribe lower cost alternative medications to Enrollees.

(6) Describe the strategy which would be implemented to control Prescription Drug AWP increases.

(7) Describe how you will develop, recommend, and implement Brand for Generic strategies for the Enhanced Flexible Formulary that are financially beneficial to the State.

(8) Do you currently administer a "New to You Prescriptions" program or one similar to this for your book of business? Detail your proposed plan and your capability to administer the "New to You Prescriptions" program.

<u>Preferred/Non-Preferred/Excluded Determination</u>

(1) Describe in detail the process employed to determine whether a drug is designated as preferred, non-preferred or excluded, including:

(a) All standards and criteria used in this determination;

(b) The qualifications of the current participants in the review process, as well as any requirements related to ensuring that the participants in the process are independent, objective, and free of conflict of interest;

(c) The role of net cost in this determination;

(d) Whether the designation of preferred/non-preferred or excluded status is governed by formal corporate policies and procedures detailing standards of review and criteria, is considered in reaching such determination;

(e) Whether the process is governed by formal procedures to ensure sound clinical examination resulting in quality pharmaceutical care;

(f) Whether a record is made of the process leading to preferred/non preferred or excluded designations and whether the Department will have access to either original records and/or summaries detailing the basis for designations;

(g) How often a drug’s preferred/non-preferred or excluded status is reviewed and revised and is the review process done on a predetermined scheduled basis? If so, what is the schedule for the review process and are there exceptions to these scheduled meetings;

(h) Whether the process is different for innovative new therapies than for therapies that already have a competitive alternative; and

(i) The conditions that would cause a drug’s preferred, non-preferred, or excluded status to change and several recent examples.

(2) Describe the type of analysis you would perform when a Preferred Brand Drug is being considered for movement to a Non-Preferred Brand Drug list and vice versa.

(3) Provide a diagrammatic illustration of the process from receipt of notification of a new drug entry into the marketplace from the manufacturer, to the Preferred Drug List decision making process, identifying any and all clinical and financial considerations impacting the placement of the product. Please include estimated time frames.

Preferred Drug List Strategy

(1) How are Generic equivalents considered in your assessment of individual therapeutic categories on your Preferred Drug List?

(2) How does your Preferred Drug List development process promote the use of the most cost effective drug within the therapeutically equivalent drugs in the class, including Generics. Provide three examples.

(3) Does your PDL strategy currently allow for drug exclusions? Do your proposed Flexible Formulary and Excelsior PDL's contain Drug exclusions? If so, please list proposed excluded drugs and rationale. Describe how you use exclusion leverage to negotiate rebates with Pharmacy manufacturers to provide the best value to the DCS Program.

(4) Describe your strategy and process for evaluating and determining the appropriate Preferred Drug List designation for the introduction of "me too" drugs including drugs with OTC equivalents. Please describe your current strategy and its rationale for the proton pump inhibitor class, statin class, and lifestyle drugs (Viagara, Levitra, etc.).

(5) Describe your strategy and process for determining the appropriate Preferred Drug List designation for the introduction of "successor drugs," including extended release products. Provide an example of this strategy.

(6) Please detail your strategy and process for determining the appropriate copay level designation for the introduction of "combination drugs" including, but not limited to any net cost analysis comparing the cost of the new combination drug and the cost of its component drugs. How does this process evaluate comparative cost when the new

combination drug does not come in all strengths available in either of the component drugs or if the single combination drug does not meet the usual dosing levels of one of the component drugs? Please provide an example of this strategy.

(7) Explain how your business model ensures that the placement of drugs on the Preferred Drug Lists will result in the best value to the DCS Program and Enrollees. Describe how manufacturer contracting is integrated into this process.

(8) Describe how the anticipated upcoming release of a new Generic drug impacts the placement of its Brand Drug equivalent on the Preferred Drug Lists. Will the rebates available for similar Brand Drugs impact its placement? Does your proposed Preferred Drug List have drugs anticipated to go generic in 2012 as non-preferred? Please explain the rationale for such classification.

Voluntary Drug Recalls, Withdrawals, and Drug Lawsuits/Settlements

(1) Describe your process for complying with the applicable Program requirements in the event of a Class I drug recall or voluntary drug withdrawal including the time notification standards you employ. Identify the services that would be provided to the Program and Enrollees. How is the Program reimbursed when a medication is recalled or withdrawn?

(2) Describe your process for identifying drug lawsuits and settlements on behalf of the Program. Confirm that the Offeror will notify the Department in a timely manner of class action lawsuits or settlements in which the Program may participate. Confirm that the Offeror will credit the Program for net recoveries within fifteen (15) Days upon receipt by the Offeror. Describe how the Offeror's actual costs incurred in the settlement will be allocated to the Program.

Preferred Drug List Development and Management (Exclusive to NYSIF)

The selected Offeror is required to efficiently develop, administer, and maintain a single Preferred Drug List (PDL) that ensures Claimant access to appropriate, quality pharmaceutical care based on sound clinical criteria. The Program requires that all Covered Drugs be classified as preferred or non-preferred. PDL management, in particular designation of drugs as preferred (which generally means Level 1 or Level 2), non-preferred or excluded, is critical to

the clinical and financial success of the Program. The Offeror must use sound clinical criteria in any decisions that are made to place or exclude drugs from the PDL.

The PDL generally features Generic Drugs on the first level, Preferred Brand Drugs on the second level, and Non-Preferred Brand Drugs on the third level. The PDL proposed for the Program must include all drugs meeting the definition of Covered Drugs in this RFP. The selected Offeror is required to effectively communicate the content and requirements of the Program's PDL to Network Pharmacies, medical providers, and Enrollees. The design of the NYSIF Program does not require a Brand Drug in every therapeutic category. For the purpose of preparing a response to this RFP if an Offeror proposes a Preferred drug list which does not include a Preferred Brand Drug in every therapeutic category, the Offeror must include the clinical rationale and financial implications of the Offeror's determination. Offerors will submit cost information as required in Section V, Cost Proposal of this RFP.

Note: Do not include any cost information in the technical proposal.

a. Duties and Responsibilities

The Offeror must provide PDL composition and management services for the NYSIF Program. Such responsibility shall include but not be limited to:

(1) Creating and maintaining a formulary that is tailored to NYSIF specifications, including the categorization of drugs, e.g. drugs requiring prior authorization, covered drugs dispensed not requiring prior authorization;

(2) Providing NYSIF with a list of therapeutic categories routinely excluded from coverage;

(3) Agreeing that the Offeror does not and will not accept payments from drug companies to promote specific products;

(4) Notifying NYSIF a minimum of three weeks prior to any additions, deletions and modifications to the existing formulary and whether or not the affected drugs are covered or require prior authorization;

(5) Notifying NYSIF a minimum of three weeks prior to the inclusion of new drugs in the formulary and specify whether or not the drugs are covered or require prior authorization; and,

(6) Providing NYSIF with an electronic file of all formulary drugs including dosages, NDC numbers, GCN and GC3 codes. The frequency of this file submission will be determined by NYSIF and will be provided upon vendor selection.

b. Required Submission

(1) Describe how you will create and maintain a formulary that is tailored to NYSIF specifications, including the categorization of drugs, e.g. drugs requiring prior authorization, covered drugs dispensed not requiring prior authorization;

(2) Provide in electronic format, preferably Excel, a list of therapeutic categories you routinely exclude from coverage;

(3) Confirm that you do not and will not accept payments from drug companies to promote specific products;

(4) Confirm you will notify NYSIF a minimum of three weeks prior to any additions, deletions and modifications to the existing formulary and whether or not the affected drugs are covered or require prior authorization;

(5) Confirm you will notify NYSIF a minimum of three weeks prior to the inclusion of new drugs in the formulary and specify whether or not the drugs are covered or require prior authorization; and,

(6) Confirm you will provide NYSIF with an electronic file of all formulary drugs including dosages, NDC numbers, GCN and GC3 codes. The frequency of this file submission will be determined by NYSIF and will be provided upon vendor selection.

Voluntary Drug Recalls, Withdrawals, and Drug Lawsuits/Settlements

(1) Describe your process for complying with the applicable Program requirements in the event of a Class I drug recall or voluntary drug withdrawal including the time

notification standards you employ. Identify the services that would be provided to the Program and Enrollees. How is the Program reimbursed when a medication is recalled or withdrawn?

(2) Describe your process for identifying drug lawsuits and settlements on behalf of the Program. Confirm that the Offeror will notify the Department in a timely manner of class action lawsuits or settlements in which the Program may participate. Confirm that the Offeror will credit the Program for net recoveries within fifteen (15) Days upon receipt by the Offeror. Describe how the Offeror's actual costs incurred in the settlement will be allocated to the Program.

SECTION V: COST PROPOSAL REQUIREMENTS

A. Introduction

The purpose of this section of the RFP is to set forth the duties and responsibilities required of the Offeror as regards to its cost quotes and to pose questions (i.e., the information and documentation required under the Confirmations and Required Submissions sections) concerning those duties and responsibilities. The Offeror's Cost Proposal must contain responses to all questions in the format requested, as well as, the cost exhibits required in Section C.1., below. The Cost Proposal evaluation will analyze the relative impact of each Offeror's Cost Proposal on the Programs' claims costs and administration costs and net savings that will result for the Offeror's Pharma Revenue Guarantee. Each Offeror may submit ONLY ONE Cost Proposal. Each Cost Proposal will be evaluated with the following goal in mind: the lowest possible total combined Program cost over the term of the Agreements resulting from this RFP while meeting Program clinical requirements, Pharmacy access requirements, and service standards.

B. Evaluation Process – General

The evaluation of Cost Proposals will be conducted by applying each Offeror's cost quotes to normalized claim data. In particular, the evaluation will involve the following:

1. Analysis of the impact of proposed Guaranteed Discounts and dispensing fees, and the Offeror's per final paid claim Pharma Revenue Guarantee on combined Program claim costs; and

2. Analysis of the impact of the Offeror's proposed Claims Administration Fees for administering the Programs.

C. Analysis of Cost Components

1. Summary of Cost Exhibits

The Offeror must complete the following cost exhibits in strict accordance with the directions set forth in this RFP and submit them as part of their Cost Proposal:

Exhibit V.A. – Offeror's Proposed Claim Reimbursement Quotes

Exhibit V.B. – Re-pricing Instructions for Exhibit V.B.2 entitled "Offeror's Re-Priced Claims Files" to be submitted in Support of the Offeror's Proposed Claim Reimbursement Quotes

Exhibit V.B.1 – Layout Specifications for Exhibit V.B.2 entitled "Offeror's Re-Priced Claims Files to be submitted in Support of the Offeror's Proposed Claim Reimbursement Quotes

Exhibit V.B.2 – Offeror's Re-priced Claims Files

Exhibit V.C. – Retail and Mail Service Generic Drugs – MAC List Costs Per GPI **(for Offerors proposing to use Medi-Span as the claims adjudication platform)**

Exhibit V.C.1 – Retail and Mail Service Generic Drugs – MAC List Costs Per GCN **(for Offerors proposing to use First Data Bank as the claims adjudication platform)**

Exhibit V.D. – Specialty Pharmacy Program Dispensing Fee

Exhibit V.E. – Pharma Revenue Guarantee Quote

Exhibit V.E.1 – Documentation to Support Pharma Revenue Guarantee Quote

Exhibit V.F. – Claims Administration Fees Quote

2. Instructions for Submitting Offeror's Re-priced Claims Files – Exhibit V.B.2

It has been the Procuring Agencies' experience that the submission of Exhibit V.B.2, Offeror's Re-Priced Claims Files, has presented difficulties for some Offerors. The Procuring Agencies will make every effort to assist Prospective Offerors in resolving issues in advance of the submission of an Offeror's actual Cost Proposal. **To assure an accurate interpretation of the requirements for completing Exhibit V.B.2, the Department**

strongly recommends Prospective Offerors take advantage of the opportunity to submit a Re-Priced Claims Test File with sample data as referenced in Section III.G. of this RFP. (Note: Do not include actual cost data in the Re-Priced Claims Test File).

In support of the Offeror's proposed claim reimbursement quotes, Offerors are required to provide their Re-priced Claim Files, Exhibit V.B.2 in strict accordance with the Re-pricing Instructions and Layout Specifications found in Exhibits V.B and V.B.1 of this RFP.

For use in preparing Exhibit V.B.2, the Department has produced a Claims Data File containing claims paid for the period 11/12/10 – 10/28/11 for the DCS Programs for Prospective Offerors that can be obtained by following the instructions and meeting the requirements specified in Section III.G. of this RFP. The NYSIF Program claims data is for informational purposes only and will not be used in the Repricing Exercise.

The Procuring Agencies make no guarantee that any Offeror will be granted an opportunity to submit a corrected Exhibit V.B.2 after the Proposal Due Date in Section II.A. of this RFP and encourages Offerors to take all steps necessary to provide accurate data in its Proposal. In addition, the Procuring Agencies reserve the right to reject any or all Proposals in which Exhibit V.B.2 is not submitted in accordance with the instructions in Exhibit V.B. and V.B.1.

3. <u>Claim Ingredient Cost - General</u>

The Procuring Agencies require full transparency of claim ingredient costs in the Retail Pharmacy Network. The Offeror is required to propose an overall Guaranteed Minimum Discount off the aggregate AWP of all Brand Drugs dispensed through the Retail Pharmacy Network. The Offeror is required to propose overall Guaranteed Minimum Discounts off the aggregate AWP of all Generic Drugs dispensed through the Retail Pharmacy Network and Mail Service Pharmacy Process. In addition, the Offeror is required to propose a Guaranteed Discount off Brand Drugs dispensed to Enrollees/Claimants through the Mail Service Pharmacy Process and a Guaranteed Discount off Specialty Drugs/Medications dispensed to Enrollees/Claimants through the Specialty Pharmacy Program. The Offeror must also propose a pricing methodology for Compound Drugs dispensed to Enrollees/Claimants that will be utilized for both retail claims and Mail Service Pharmacy Process claims. This section sets forth the Program requirements related to those guarantees.

a. **Duties and Responsibilities – Claim Ingredient Cost – General**

(Amended April 4, 2012)

(1) All proposed discounts and dispensing fees for Brand and Generic Drugs must be guaranteed for the entire term of the Agreements without qualification or condition. In addition, the selected Offeror's proposed Compound Drug pricing methodology must be guaranteed for the entire term of the Agreements without qualification or condition.

(2) All proposed discounts and dispensing fees for Specialty Drugs/Medications apply only to Enrollees/Claimants who participate in and have drugs dispensed through the Specialty Pharmacy Program and must be guaranteed for the entire term of the Agreements without qualification or condition.

(3) The Contractor shall utilize the Medi-Span field coded R028 entitled "AWP unit price" or Red Book as the source of Average Wholesale Price (AWP) information for purposes of calculating Ingredient Cost.

(4) During the term of the Agreements, in the event the national reporting service, as identified by the Contractor in its Proposal, changes its methodology related to any of the information fields used in the Procuring Agencies' classification of Brand and Generic Drugs, or its methodology for coding drugs in connection with these information fields, the Contractor shall be obligated to inform the Procuring Agencies in writing of such changes within 30 Days of learning of such changes. Upon written notification, the Contractor and the Procuring Agencies will meet and agree in writing to any Brand and/or Generic Drug classification changes that may be necessary to enable each to maintain the same economic position and obligations as are set forth in the Agreements.

(5) If, during the term of the Agreements, industry events have caused the Contractor's source of AWP to become obsolete or no longer available, the Procuring Agencies and the Contractor shall agree on revised pricing terms. In no event shall the Programs' actual costs for drugs increase as the result of new pricing terms. The Contractor shall

notify the Procuring Agencies in writing as soon as any information indicating a problem with the future use of the Contractor's AWP source is received. Within two weeks of the initial notification, the Contractor shall submit a detailed written proposal to the Procuring Agencies for effectively revising pricing terms including but not limited to a file containing the Contractor's pricing for all drugs dispensed during the prior six months utilizing the current AWP source and the Contractor's revised pricing for such drugs using the proposed methodology. The Contractor's Proposal should ensure continued alignment of the Contractor's interests with those of the Programs.

(6) To protect Enrollees/Claimants from disruption due to reclassification of drugs, during the term of the Agreements, and to assure that Offeror's Proposals are evaluated consistently, drugs shall be classified for pricing purposes in accordance with current Program Brand /Generic Drug classifications and in accordance with the definitions in the Contract Provisions, Section VII, (see Article I, entitled "Definition of Terms") of this RFP.

(7) Offerors must use the Programs current Brand/Generic classification methodology which is based on a particular set of ~~not capable of utilizing~~ Medi-Span indicators ~~to determine Brand /Generic classification of drugs, for example Offerors utilizing First Data Bank or Red Book indicators, must submit for Procuring Agency review and written approval an alternative automated or manual process intended to replicate the results of the Programs' methodology for determining the Brand /Generic classification of drugs dispensed to Program Enrollees/Claimants~~. To assist such Offerors, ~~the Procuring Agencies have created~~ Exhibit III.G ~~to provide~~ presents a listing of the NDC's dispensed to Enrollees/Claimants in 2011 and the required brand name/generic drug classification assigned to each NDC.

The following methodologies shall be used by Offerors and will be used by the Procuring Agencies in their evaluation of Offerors' Proposals to determine the appropriate Brand /Generic Drug classification so as to comply with the contractual definitions set forth in the Contract Provisions, Sections VII.A. and VII.B. (see Articles I, entitled "Definition of Terms") of this RFP.

(a) ***Brand Name Drug Determination Methodology***

A drug labeled with the identifier "M" or "O" in the Medi-Span Multi-Source code shall be processed as a Brand Drug unless the same drug is identified as "G" in the Medi-Span Brand-Name code.
In addition to drugs identified as "M" or "O" in the Medi-Span Multi-Source code, a drug that is identified as "N" in the Medi-Span Multi-Source code shall be designated a Brand Drug if the drug is identified as "T" in the Medi-Span Brand-Name code.

(b) ***Generic Drug Determination Methodology***

A drug identified as "Y" in the Medi-Span Multi-Source code shall be designated as a Generic Drug.

In addition to drugs identified as "Y" in the Medi-Span Multi-Source code, a drug identified as "N" in the Medi-Span Multi-Source Code shall be designated as a Generic Drug if the corresponding Medi-Span Brand-Name code for such drug is "B" or "G."

In addition, a drug identified as "G" in the Medi-Span Brand-Name Code shall be designated as a Generic Drug, regardless of the identifier designated in the Medi-Span Multi-Source code.

As stated in the definition, as set forth in the Contract Provisions, Sections VII.A. and VII.B., (see Articles I, entitled "Definition of Terms") of this RFP, no drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of biologic drugs, shall be processed as a Brand Drug regardless of the assigned Medi-Span indicators or the result of the Offeror/Contractor's proposed methodology for determining the appropriate classification of a drug.

Offerors not capable of utilizing Medi-Span to determine Brand /Generic classification of drugs, for example Offerors utilizing First Data Bank or Red Book indicators must submit for Procuring Agency review and written approval an

alternative automated or manual process intended to replicate the results of the Programs' methodology for determining the Brand /Generic classification of drugs dispensed to Program Enrollees/Claimants.

(c) ***Compound Drug Determination Methodology***

A Compound Drug is a drug with two or more ingredients (solid, semi-solid or liquid), where the primary active ingredient is an FDA approved covered drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluent(s), ratios or amounts of product, therapeutic use and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by the Programs.

(8) The selected Offeror shall be required to submit a file containing the NDC's dispensed to Enrollees/Claimants in 2011 and the resulting brand/generic classification of each NDC derived from application of the contractor's electronic classification process. If, at that time, the Procuring Agencies determine that the selected Offeror's proposed classification methodology does not replicate the results of the Programs' methodology for determining the brand name/generic classification of drugs, the selected Offeror must modify its classification methodology to replicate the results of the Programs' methodology, either automatically through the claims adjudication system or through an annual claims reconciliation process. The Procuring Agencies determination shall be final.

(9) The Programs' Lesser of Logic, as defined in Section VIII (Glossary of Terms), shall apply to all claims processed under the Programs.

b. Confirmation – Claim Ingredient Cost - General

(1) Offerors must confirm their agreement to perform/fulfill and comply with the Duties and Responsibilities contained within "Claim Ingredient Cost - General" section above including, but not limited to:

(a) The guarantee that all discounts and dispensing fees shall remain in effect during the entire term of the Agreements, without qualification or condition;

(b) Pricing for Specialty Drugs/Medications, shall apply only to Enrollees/Claimants who participate in and fill a prescription through the Specialty Pharmacy Program. Specialty Drugs/Medications for all other Enrollees/Claimants and/or claims shall be priced using the Offeror's proposed pricing for retail and mail service drugs;

(c) AWP will be determined by Medi-Span utilizing the field coded R028 entitled "AWP unit price" or by Red Book, as proposed by the Offeror;

(d) Confirmation that if the Procuring Agencies determine that industry events have caused the Contractor's proposed source of AWP to become inflated against new industry standards, obsolete, or unavailable, the Contractor agrees to negotiate revised pricing terms ensuring that the Programs' actual costs for drugs in no event increase as the result of new pricing terms, in accordance with Section V.C.3.a.(5) above.

(e) Drugs will be classified as brand name, generic, or compound consistent with Section V.C.3.a.(7) above;

(f) Prescriptions shall be processed consistent with the Programs' classification of drugs on an NDC basis. Confirmation that, if selected, the Offeror agrees to submit a file containing the NDC's dispensed to Enrollees/Claimants in 2011 and the resulting brand/generic classification of each NDC utilizing the Offeror's proposed methodology for determining the brand name/generic classification of drugs. Confirmation that, if the Procuring Agencies determine that the Offeror's

proposed classification methodology does not replicate the results of the Programs' methodology for determining the brand name/generic classification of drugs, the Offeror shall agree to modify its classification methodology to replicate the results of the Programs' methodology either automatically through the claims adjudication system or through an annual claims reconciliation process; and

(g) Applying the Programs' Lesser of Logic to all claims.

c. Required Submission – Claim Ingredient Cost - General

(1) The Offeror is required to specify whether they are utilizing the Medi-Span field coded R028 entitled "AWP unit price" or Red Book as the source of AWP information for calculating Ingredient Cost.

4. Mandatory Generic Substitution at Retail and Mail

Encouraging utilization of cost-effective clinically equivalent Generic Drugs is an integral component of the Programs' benefit design. To promote the use of Generic Drugs, the Programs have a mandatory generic substitution requirement that mandates that FDA approved A-rated Generic Drugs and authorized Generic Drugs be substituted for equivalent Brand Drugs or the Enrollee/Claimant pays the applicable Level 3 Drug Copayment plus an "Ancillary Charge." Under the NYSIF Program, there are no Copayments or Ancillary Charges collected from the Enrollee/Claimant. The Offeror must apply this requirement on a consistent basis at the retail network pharmacies and through the Mail Service Pharmacy Process.

a. Duties and Responsibilities

To ensure strict adherence to the Programs' Mandatory Generic Substitution Requirement and protect the financial interests of the Programs, the Contractor shall be required to:

(1) Apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Retail network pharmacies shall comply with all state laws related to mandatory generic substitution. The Programs' mandatory generic

substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

(2) (Exclusive to DCS) Establish the Ancillary Charge by calculating the difference in the Discounted Ingredient Cost of the Brand Drug and the Discounted Ingredient Cost of the equivalent A-rated Generic Drug or authorized Generic Drug based on the Programs' MAC List price assigned when a Brand Drug for which an A-rated or authorized Generic Drug has been introduced in the market is dispensed to the Enrollee. In such cases, the Enrollee shall be responsible for paying the applicable Level 3 Drug Copayment plus Ancillary Charge not to exceed the cost of the drug to the DCS Program. The Ancillary Charge shall be assessed even in the event a doctor has specifically directed a Pharmacist to dispense the Brand Drug rather than the A-rated or authorized Generic Drug through DAW notation.

(3) Monitor the pharmaceutical industry on behalf of the Procuring Agencies to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Contractor shall inform the Procuring Agencies of anticipated shipping dates of the first generic introduced into the market for one or more strengths of a particular Brand Drug.

(4) (Exclusive to DCS) Following the first shipment of a first Generic Drug for one or more strengths of a particular Brand Drug, the Contractor shall be required to:

(a) Inform the Department as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment, (from manufacturer to wholesaler or retailer) of the financial impact of enforcing mandatory generic substitution via the "MAC Alert Notice" detailed in Section IV of this RFP under "Reporting";

(b) For those drugs that will result in a lower net cost to the Programs by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in (a) above. The Contractor shall add the GPI/GCN to the

Programs' MAC List and begin enforcement as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment provided that the participating retail network pharmacies are able to obtain the Generic Drug;

(c) For those drugs that could potentially result in a higher net cost to the Programs by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in (a) above. The Contractor shall also notify the Department whether the drug should be included in the Brand for Generic strategy. The Department, in its sole discretion, may determine that enforcement is contrary to the best financial interests of the Programs and shall inform the Contractor whether Mandatory Substitution shall be applied. If the Contractor does not receive a formal response to the information provided via the "MAC Alert Notice," enforcement shall commence and the GPI/GCN shall be added to the Programs' MAC List effective on the 21st day after shipment of the first A-rated generic equivalent drug or authorized Generic Drug provided that the pharmacies are able to obtain the Generic Drug. In the event the Department decides to exercise its discretion not to enforce mandatory generic substitution, the Contractor shall apply MAC pricing to the Generic Drug when dispensed;

(d) To assist the Department in determining whether or not mandatory generic substitution should be enforced within 21 Days, the Contractor shall survey its Retail Pharmacy Network to identify the pharmacies that are unable to obtain the new Generic Drug within 21 Days. The Contractor shall submit this information to the Department and provide any additional information as required by the Department to reach a determination. The DCS, in its sole discretion, shall determine based on such evidence how the Programs' mandatory generic substitution provisions will be applied. The Programs will not consider and the Contractor shall not act on availability information provided by 3rd party sources, including but not limited to Medi-Span, Red Book and First Data Bank;

(e) For preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall be changed from preferred to Non-Preferred

status concurrent with the commencement of the enforcement of mandatory generic substitution. Enrollees prescribed strengths of the Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Level 1 Copayment. If the prescribing Physician requires that the Brand Drug be dispensed, the Enrollee will be charged the applicable Level 3 Drug Copayment and Ancillary Charge. Enrollees prescribed strengths of the preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Level 2 Copayment and mandatory generic substitution provisions shall not apply;

(f) For Non-Preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall remain Non-Preferred for all strengths. Concurrent with enforcement of mandatory generic substitution, Enrollees prescribed strengths of the Non-Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Level 1 Copayment. If the prescribing Physician requires that the Brand Drug be dispensed, the Enrollee will be charged the applicable Level 3 Drug Copayment and Ancillary Charge. Enrollees prescribed strengths of the Non-Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Level 3 Drug Copayment and mandatory generic substitution provisions shall not apply;

(g) The Contractor shall cause the dispensing Network Pharmacy to inform the Enrollee prior to dispensing the Brand Drug, that an Ancillary Charge would be applied in addition to the applicable Level 3 Drug Copayment. If the prescribing Physician requires the Brand Drug be dispensed, the Contractor shall cause the dispensing Network Pharmacy to collect the applicable Level 3 Drug Copayment plus the calculated Ancillary Charge. However, under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have

been to the DCS Program after application of the Programs' Lesser of Logic provisions;

(5) Charge the Programs based on the Programs' MAC List price assigned to the GPI/GCN of the dispensed Brand Drug plus the applicable dispensing fee as set forth in "Programs' Claims Reimbursement" of the Contract Provisions, Sections VII.A and VII.B of this RFP;

(6) Receive written approval from the Procuring Agencies for any and all exceptions to the Programs' mandatory substitution provisions, beyond the approval of specific generic appeals. Following commencement of mandatory generic substitution, the Contractor must receive Procuring Agencies' written approval prior to suspending enforcement of the Programs' mandatory generic substitution provisions; and

(7) Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the Programs' mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the Programs' mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Enrollee/Claimant shall receive the Brand Drug, be charged the applicable Generic Drug Copayment and the Plan charged based on Generic Drug pricing. Currently, the Programs reject, with appropriate messaging, claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW 0-code and require resubmission of the claim (since a DAW 0-code provides no indication of Generic Drug availability in the Network Pharmacy). Similar rules can be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the Programs' mandatory generic substitution requirements.

b. <u>Confirmation - Mandatory Generic Substitution at Retail and Mail</u>

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities contained within "Mandatory Generic Substitution at Retail and Mail" section above.

5. **Retail Pharmacy Network Claims**

The cost of all Covered Drugs dispensed at network pharmacies shall be charged to the Programs consistent with the requirements set forth in this RFP, including but not limited to the Lesser of Logic set forth in Section V.C.3.a.(9) above and Pass-through Pricing.

General Provisions

The following general provisions apply to all claims submitted by Retail Pharmacy Networks:

a. **Duties and Responsibilities - Retail Pharmacy Network Claims - General**

(1) The Contractor shall ensure that the Network Pharmacy collects the appropriate Copayment specified in Exhibit II.C (plus Ancillary Charge, if applicable) from the Enrollee/Claimant and will charge the Programs the Discounted Ingredient Cost as determined through the application of the Lesser of Logic detailed in Section V.C.3.a.(9) above plus the Contractor's applicable pharmacy contracted dispensing fee minus the applicable Copayment for all drugs dispensed through a Network Pharmacy.

(2) (Exclusive to DCS) If the current Discounted Ingredient Cost plus the dispensing fee or the submitted cost is less than the applicable Copayment, then the Contractor shall ensure that the Network Pharmacy charges the Enrollee the lesser amount.

(3) The Contractor shall implement a control process at point of service intended to protect the Programs from any inflated AWP costs associated with "repackaged" drugs charged to the Programs.

b. **Confirmation – Retail Pharmacy Network Claims - General**

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities in Section V.C.5. of this RFP, under subheading "General Provisions."

c. **Required Submission – Retail Pharmacy Network Claims - General**

(1) The Offeror is required to provide the Offeror's Re-priced Claim Files, Exhibit V.B.2 in strict accordance with the Re-Pricing Instructions and Layout Specifications found in Exhibits V.B and V.B.1 of this RFP.

(2) The Offeror is required to describe the process it proposes to utilize to ensure that the Programs' financial interests are protected from any inflated AWP costs associated with "repackaged" drugs charged to the Program.

Retail Pharmacy Network Brand Name Drug Pricing

a. **Duties and Responsibilities – Brand Name Drug Pricing**

(Amended April 4, 2012)

(1) The Contractor shall charge the Program utilizing Pass-through Pricing for all Brand Name Drugs dispensed to Enrollees/Claimants through the Network Pharmacies. The Contractor's pharmacy contracted discount off of AWP and pharmacy contracted dispensing fee(s) for Brand Drugs shall be applicable to all individual Prescriptions for Brand Drugs dispensed to Enrollees/Claimants from a Network Pharmacy.

(2) Guarantee an overall minimum discount off of the aggregate AWP for all Brand Drugs dispensed at Retail Network Pharmacies as defined in the RFP. The Contractor shall guarantee the Programs that its management of Brand Drug costs dispensed by pharmacies shall result in each Program achieving the Contractor's overall Guaranteed Minimum Discounts during each Program Year as proposed by the Contractor in its Proposal. The discounts achieved off of the aggregate AWP for all Brand Drugs as a result of Pass-through Pricing will be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Brand Drugs divided by sum of AWP of dispensed Brand Drugs). The aggregate discount calculation will be based on Pharmacy Prescriptions filled with a Brand Drug where

the Program was the primary payer (including Enrollee submitted claims for the DCS Program). Claims submitted for secondary payer consideration, Compound Drug claims, NYSIF Program non-network claims and claims submitted by governmental entities must be excluded from the aggregate discount calculation. In addition, claims with a calculated AWP discount greater than 50% will be excluded pending receipt of supporting documentation by the Offeror and verification by the Procuring Agencies as to the validity of the calculated discount; and

(3) If the overall aggregate discounts obtained, as calculated utilizing the formula set forth in the prior paragraph, are less than the Guaranteed Minimum Discounts proposed, the Contractor shall reimburse each Program the difference between the Ingredient Cost each Program was charged utilizing Pass-through Pricing and the Ingredient Cost the Programs would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP had been obtained. The Programs will be credited annually for this difference in Ingredient Cost. The Programs shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discounts off the aggregate AWP for all Brand Drugs dispensed by pharmacies.

This calculation shall be performed for each Program Year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the Procuring Agencies on July 31st. If the Procuring Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Procuring Agencies reserve the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by July 1st of the following year.~~ Upon approval by the Procuring Agency, the ~~The~~ Contractor shall pay/credit each Program the applicable amount, if any, within 30 (thirty) Days. ~~following the February 15th calculations. If the Procuring Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Procuring Agencies reserve the right in their sole discretion to make an adjustment to the Contractor's calculations.~~ The Contractor shall also reflect the adjustments, if any, in the Offeror's Annual Financial Summary Report. ~~On July 31st following each Program Year, the~~

~~Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. Based on this reconciliation, the Procuring Agencies shall receive an adjustment, if necessary, within 30 Days following the date of the reconciliation and the adjustment shall be included in the following year's Annual Financial Summary Report.~~ The Programs shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discount off the aggregate AWP set forth in duties and responsibilities of Section V.C.5 entitled "Retail Pharmacy Network Claims." Any shortfall in the Guaranteed Minimum Discount set forth in Section V.C.5. cannot be recovered by the Contractor in subsequent years.

b. <u>Confirmation – Brand Name Drug Pricing</u>

(1) Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities Section V.C.5. of this RFP, under subheading "Retail Pharmacy Network Brand Name Drug Pricing."

(2) The Offeror agrees that it has an obligation to maximize the discount achieved on behalf of the Program for Brand Drugs dispensed by network pharmacies.

c. <u>Required Submission – Brand Name Drug Pricing</u>

The Offeror is required to provide its Guaranteed Minimum Discount in Exhibit V.A as a percent off of the aggregate AWP for all Brand Drugs dispensed at Network Pharmacies in Exhibit V.A.

<u>Retail Pharmacy Network Generic Pricing</u>

a. <u>Duties and Responsibilities – Generic Pricing</u>

(Amended April 4, 2012)

(1) The Contractor shall charge the Programs utilizing Pass-through Pricing for all Generic Drugs dispensed to Enrollees/Claimants through the Network Pharmacies. For purposes of the RFP and the Agreements, Pass-through Pricing is defined to mean the Programs are charged the same Ingredient Cost paid to the dispensing Network Pharmacy for the Generic Drug dispensed.

(2) To maximize savings for the Programs on Generic Drugs dispensed through a Network Pharmacy, the Contractor is required to:

(a) Create and maintain a single, Programs-specific Maximum Allowable Cost (MAC) List called the Programs MAC List for Retail and Mail Service Pharmacies, setting the Ingredient Cost ~~maximum price~~ the Programs will be charged, and the amount the dispensing Network Pharmacy will be paid, for the Ingredient Cost for the drugs required to be included on the Programs MAC List. The MAC price assigned shall not exceed the Discounted Ingredient Cost to the Programs achieved ~~through Pharmacy submitted pricing or pricing achieved~~ by using the highest contracted Retail ~~and Mail Service~~ Pharmacy Brand ~~Guaranteed Minimum~~ Discount off of AWP applied to the AWP of the dispensed Generic Drug. ~~as proposed by the Contractor in its Proposal.~~

(b) Assign a MAC price to all NDCs of drugs included within a GPI/GCN, including NDCs of all Brand Drugs, containing an A-rated or authorized Generic Drug form of the original Brand Drug in the GPI/GCN. The Contractor shall add the GPI/GCN to the Programs MAC List and set a MAC price for the GPI/GCN in accordance with Section V.C.4.a.(3)-(4). The provisions of these paragraphs require that MAC pricing be applied in no event later than 21 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer. All A-rated or authorized Generic Drugs shall be MAC'd in all instances including, but not limited to circumstances in which the Department in its sole discretion decides not to enforce mandatory generic substitution of the Brand Drug in that GPI/GCN. There shall be one MAC price applicable to all NDCs included in the GPI/GCN on the Programs MAC List. However, depending on particular market factors, it may be in the best interests of the Programs, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information the Procuring Agencies deem necessary to support such action and obtain prior written approval from the Procuring Agencies.

(c) Assign a MAC price to the NDCs of B-rated or unrated Generic Drugs included within a GPI/GCN that does not include an A-rated or authorized Generic Drug. The Offeror shall add the GPI/GCN to the Programs MAC List and set a MAC price for the Generic Drug NDCs included in the GPI/GCN as soon as practicable, but in no event later than 14 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer concurrent with transmission of the MAC alert notice. The Contractor shall not apply the MAC price to the NDC(s) for Brand Drugs dispensed in the GPI/GCN and shall not enforce the Programs' mandatory generic substitution provisions for Brand Drugs dispensed in this GPI/GCN. There shall be one MAC price applicable to all Generic Drug NDCs included in the GPI/GCN on the Programs' MAC List. However, depending on particular market factors, it may be in the best interests of the Programs, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information the Procuring Agencies deem necessary to support such action and obtain prior written approval from the Procuring Agencies.

(d) Charge the Programs for non-MAC'd Generic Drugs dispensed, utilizing pass-through pricing at the Contractor's pharmacy contracted discount applied to the AWP of the dispensed Generic Drug as proposed by the Contractor in its Proposal. The only Non-MAC'd Generic Drugs will be Generic Drugs included in GPIs/GCNs required to be on the Programs MAC List but which have not yet been assigned a MAC price within the required time frame;

(e) The Contractor shall inform the Department of any market based condition which makes the strict compliance with paragraphs (a)-(d) above contrary to the financial interests of the Programs. The Contractor shall agree that, in cases where the Department, at its sole discretion, determines that the above requirements are contrary to the best financial interests of the Programs, the Department may waive such requirements;

(f) Monitor the Programs MAC List pricing to ensure that NDCs contained in GPIs/GCNs subject to MAC pricing are paying at the MAC price after application

of the Programs' Lesser of Logic provisions. The Contractor shall notify the Programs of any GPIs/GCNs subject to MAC pricing in which the majority of claims are processing at a basis other than the MAC price;

(g) Agree that there shall be no increases to Programs MAC List prices where such adjustment is intended to limit the discount achieved on behalf of the Programs to the Guaranteed Minimum Discounts off of the aggregate AWP for all Generic Drugs dispensed by Network Pharmacies during the Plan Year as proposed in Exhibit V.A;

(h) Provide to the Department full access to the Programs MAC List used to price Generic Drugs dispensed by Network and Mail Service Pharmacies for the Programs. The Programs MAC List provided in the Offeror's proposal as Exhibit V.C and V.C.1 must support the Contractor's Guaranteed Minimum Discounts off of the aggregate AWP for all Generic Drugs dispensed by Retail and Mail Service Pharmacies for the Program as proposed by the Contractor in its Proposal. (**Note:** Offerors must be prepared to provide valid documented market rationale to support their Programs MAC pricing should the Procuring Agencies request this information. In order to protect the Programs' financial interests from the date of the award until the termination date of the Agreements, the selected Offeror must agree that any increases to the proposed Programs MAC pricing must be justified to the Procuring Agencies with valid documented market rationale. Following selection, the successful Offeror shall manage the content of the Programs MAC List consistent with the requirements of the RFP. Prices assigned to required new additions to the Programs MAC List shall be equivalent to the selected Offeror's most aggressive MAC price for that drug. To ensure compliance with these requirements, the successful Offeror shall notify the Department on a monthly basis of all changes, additions, and deletions made to the Programs MAC List in the format specified in Exhibit II.F.4 and the requirements specified in Section IV, entitled "Reporting." Compliance with these requirements as noted herein shall be a condition of contract award. Should the selected Offeror fail to comply with the requirements noted herein, the State reserves the right to deem the selected Offeror non-responsive and withdraw said

conditional award. Throughout the term of the Agreements, the Contractor shall commit to use its best efforts to maintain the aggregate effectiveness of the Programs' MAC List. The Contractor must ensure that MAC pricing is reduced to an appropriate level based on any change in market conditions such as increased competition within a GPI/GCN.

(i) The Contractor shall strictly enforce all requirements of the Programs' mandatory generic substitution provision as detailed in the duties and responsibilities of Section V.C.4. entitled "Mandatory Generic Substitution at Retail and Mail."

(j) The Contractor must guarantee an overall minimum discount off of the aggregate AWP for all Generic Drugs dispensed at Retail and Mail Service Pharmacies as defined in the RFP. The Contractor shall guarantee the Programs that its management of Generic Drug costs dispensed by pharmacies, including maintenance of the Programs MAC List, and application of pricing provisions related to Generic Drugs that do not meet the requirements for inclusion on the Programs MAC List, shall result in the Programs achieving the Contractor's overall Guaranteed Minimum Discounts during the Program Year as proposed in the Contractor's Proposal. The discount achieved off of the aggregate AWP for all Generic Drugs as a result of Pass-through Pricing will be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Generic Drugs at Retail and Mail Service Pharmacies divided by sum of AWP of dispensed Generic Drugs). The aggregate discount calculation will be based on Pharmacy Prescriptions filled with a Generic Drug where the Program was the primary payer (including Enrollee submitted claims). Claims submitted for secondary payer consideration, Compound Drug claims, NYSIF Program non-network claims and claims submitted by governmental entities must be excluded from the aggregate discount calculation. In addition, claims with a calculated AWP discount greater than 90% <u>and</u> a total AWP greater than $500 will be excluded pending receipt of supporting documentation by the Contractor and verification by the Procuring Agencies as to the validity of the calculated discounts. The setting of an overall minimum discount off of the aggregate AWP for all Generic Drugs dispensed at Network Pharmacies shall in no way modify

the Contractor's contractual obligation to maximize the NYSIF Program's aggregate discount above the Contractor's overall Guaranteed Minimum Discount off of the aggregate AWP;

(k) If the overall aggregate discount obtained, as calculated utilizing the formula set forth in the prior paragraph, is less than the Contractor's Guaranteed Minimum Discounts, the Contractor shall reimburse the Programs the difference between the Ingredient Cost the Programs were charged utilizing Pass-through Pricing and the Ingredient Cost the Programs would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP had been obtained. The Programs will be credited annually for this difference in Ingredient Cost. The Programs shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discounts off the aggregate AWP for all Generic Drugs dispensed by Retail and Mail Service Pharmacies.

These calculations shall be performed for each Program Year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the Procuring Agencies on July 31st. If the Procuring Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Procuring Agencies reserve the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by July 1st of the following year.~~ Upon approval by the Procuring Agency, ~~T~~the ~~calculations must be completed by February 15th of the following year. The~~ Contractor shall pay/credit each Program the applicable amount, if any, within 30 (thirty) Days. ~~following the February 15th calculations. If the Procuring Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Procuring Agencies reserve the right in their sole discretion to make an adjustment to the Contractor's calculations.~~ The Contractor shall also reflect the adjustments, if any, in the Contractor's Annual Financial Summary Report. ~~On July 31st following each Program Year, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through~~

~~June of the following Plan Year. Based on this reconciliation, the Procuring Agencies shall receive an adjustment, if necessary, within 30 Days following the date of the reconciliations and the adjustments shall be included in the following year's Annual Financial Summary Report.~~ The Programs shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discount off the aggregate AWP set forth in duties and responsibilities of Section V.C.5. entitled "Retail Pharmacy Network Claims."Any shortfall in the Guaranteed Minimum Discount set forth in Section V.C.5. cannot be recovered by the Contractor in subsequent years.

b. Confirmation – Generic Pricing

(1) Confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Retail Pharmacy Network Generic Pricing in Sections V.C.5. of this RFP, under subheading "Retail Pharmacy Network – Generic Pricing."

(2) The Offeror agrees that it has an obligation to maximize the discount achieved on behalf of the Program for Generic Drugs dispensed by Retail and Mail Service pharmacies.

(3) The Offeror agrees that it will develop a Program's MAC List for Retail and Mail Service Pharmacies in order to maximize the discount achieved on behalf of the Programs for Generic Drugs.

c. Required Submission – Generic Pricing

(1) The Offeror is required to provide its Program's MAC list unit cost information in Exhibit V.C -- Retail Generic Drugs – MAC List Costs Per GPI **(for Offerors proposing Medi-Span as the claims adjudication platform)** or Exhibit V.C.1 -- Retail Generic Drugs – MAC List Costs Per GCN **(for Offerors proposing First Data Bank as the claims adjudication platform)** in accordance with the instructions provided in the files.

(2) The Offeror is required to provide its Guaranteed Minimum Discount as a percent off of the aggregate AWP for all Generic Drugs dispensed by Retail and Mail Service Pharmacies in Exhibit V.A.

Retail Pharmacy Network Compound Drug Pricing

Compound Drugs must be classified as compounds consistent with the definition in the Contract Provisions, Section VII, (see Article I, entitled "Definition of Terms"). Drugs assigned a unique NDC that require reconstitution and/or mixing prior to dispensing do not meet the Programs' definition of a Compound Drug and shall be processed in accordance with the requirements set forth in this RFP.

a. Duties and Responsibilities – Compound Drug Pricing

The Contractor shall be required to:

(1) Utilize its pricing methodology for Compound Drugs utilizing Pass-through Pricing, as proposed by the Contractor in its Proposal in Exhibit V.A, for the entire term of the Agreements. (**Note:** If an Offeror has multiple methods of pricing, the Offeror may propose each pricing method in Exhibit V.A for Procuring Agency consideration and selection.) The proposed pricing methodology(ies) for Compound Medications must be the same for retail and Mail Service Pharmacy Process claims.

(2) (Exclusive to DCS) Charge Enrollees the applicable Level 2 Drug Copayment for all Compound Medications;

(3) Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the Programs' definition of a Compound Drug and provides appropriate claim Level control procedures to protect the financial interests of the Programs; and

(4) Conduct due diligence as well as audit Network Pharmacies to ensure that drugs are being properly classified as Compound Drugs consistent with the Programs' definition of a Compound Drug and to ensure that compound claims are priced in accordance

with the Contractor's pricing methodology for Compound Medications, as proposed by the Contractor in its Proposal, selected by the Procuring Agencies.

b. Confirmation – Compound Drug Pricing

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities in Section V.C.5. of this RFP, under subheading "Retail Pharmacy Network Compound Drug Pricing."

c. Required Submission – Compound Drug Pricing

The Offeror is required to provide its pricing methodology(ies) utilizing Pass-through Pricing for Compound Drugs dispensed by Network Pharmacies in Exhibit V.A.

6. Mail Service Pharmacy Process Claims

The current Programs include a Mail Service Pharmacy Process by which Enrollees/Claimants can obtain all Covered Drugs through the mail including any and all drugs that could be classified as Specialty Drugs/Medications for Enrollees/Claimants who do not participate in the Specialty Pharmacy Program. Enrollees are entitled to fill Prescriptions for up to a ninety (90) day supply with refills up to one year at a cost savings to the Enrollee and the DCS Program.

General Provisions

The following provisions shall apply to all claims submitted through the Mail Service Pharmacy Process.

a. Duties and Responsibilities – General

The Contractor shall be required to:

(1) Consistently enforce and administer all provisions of the Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Mail Service Pharmacy Process, consistent with the processing of claims through the Retail Pharmacy Network process;

(2) Charge the Programs for those drugs dispensed to the Enrollee/Claimant in original manufacturer packaging, based on the Contractor's source of AWP as proposed by the Contractor in its Proposal for the 11 digit NDC of the package size dispensed through the Mail Service Pharmacy Process, subject to MAC pricing for Generic drugs. If the drug is not dispensed to the Enrollee/Claimant in original manufacturer packaging (i.e., dispensed from bulk), the Programs shall be charged based on the Contractor's source of AWP as proposed by the Contractor in its Proposal for the 11 digit NDC of the package size from which the drug was originally dispensed by the Mail Service Pharmacy Process Facility, subject to MAC pricing for Generic drugs. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's proposed AWP source as proposed by the Contractor in its Proposal, the Programs will be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source as proposed by the Contractor in its Proposal. The Programs shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer, unless such packaging offers a net savings to the Programs;

(3) Charge the Programs based on the Contractor's pricing terms and dispensing fees (if any) applicable to Brand, Generic, and Compound Drug claims as set forth in Exhibit V.A of the Contractor's Proposal for all prescriptions submitted through the Mail Service Pharmacy Process. If multiple Compound Drug pricing methodologies were proposed by the Contractor in its Proposal, the Programs must be charged according to the methodology selected by the Procuring Agencies for Compound Drug claims. The Programs' Lesser of Logic shall be applied;

(4) (Exclusive to DCS) Ensure that the Mail Service Pharmacy Process Facilities collect the appropriate Copayment specified in Exhibit II.C (plus Ancillary Charge, if applicable) from the Enrollee and charge the Programs the balance of the Discounted Ingredient Cost as determined through the application of the Lesser of Logic detailed in Section V.C.3.a.(9) plus the Contractor's applicable proposed Guaranteed Dispensing Fee minus

the applicable Copayment for all drugs dispensed through the Mail Service Pharmacy Process; and

(5) (Exclusive to DCS) Inform the Enrollee prior to shipping if the total amount for a new Prescription order submitted through the Mail Service Pharmacy Process exceeds $100 and Enrollee has payment information (e.g. credit card) on file or Enrollee's total balance is over $100 and Enrollee has no payment information (e.g. credit card) on file. The Mail Service Pharmacy Process Facility will not be required to inform Enrollees if there is a consistent history of the acceptance of shipments that exceed the maximum amount specified for the same medications. If the Brand Drug is dispensed, the Contractor shall cause the dispensing facility to collect the applicable Level 3 Drug Copayment plus the calculated Ancillary Charge, if any. Under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the Program.

b. Confirmation – General Provisions

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities in Section V.C.6. of this RFP, under subheading "General Provisions."

c. Required Submission – General Provisions

The Offeror is required to provide the Offeror's Re-priced Claim Files, Exhibit V.B.2 in strict accordance with the Re-pricing Instructions and Layout Specifications found in Exhibits V.B and V.B.1 of this RFP.

Mail Service Pharmacy Process Brand Name Drug Pricing

The Contractor must classify Brand Drugs in accordance with the definition in the Contract Provisions, Sections VII.A. and VII.B., (see Articles I, entitled "Definition of Terms") as well as the methodology outlined in Section V. of the RFP entitled "Brand Drug Determination Methodology."

a. Duties and Responsibilities – Brand Drug Pricing

The Contractor shall be required to:

(1) Utilize the Contractor's fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) as proposed by the Contractor in its Proposal to determine the Ingredient Cost of the Prescription to charge the Programs. The Contractor's fixed contracted Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs dispensed to Enrollees/Claimants through the Mail Service Pharmacy Process; and

(2) Ensure that the Mail Service Pharmacy Process dispensing facility collects the appropriate Brand Drug Copayment (plus Ancillary Charge if applicable) from the Enrollee and charges the Programs the balance of the Discounted Ingredient Cost plus the Contractor's guaranteed dispensing fee, if any, for Brand Drugs dispensed through the Mail Service Pharmacy Process, as proposed by the Contractor in its Proposal. If the current Discounted Ingredient Cost plus the dispensing fee (if applicable) or the submitted cost is less than the applicable Level 2 or Level 3 Drug Copayment then the Contractor shall ensure that the Enrollee/Dependent is charged the lesser amount.

b. Confirmation – Brand Name Pricing

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities Section V.C.6. of this RFP, under subheading "Mail Service Pharmacy Process Brand Name Drug Pricing."

c. Required Submission – Brand Name Pricing

The Offeror is required to provide the Offeror's fixed contracted Guaranteed Discount off of AWP for Brand Drugs dispensed through the Mail Service Pharmacy Process on Exhibit V.A. The Offeror shall assume in its pricing that the Procuring Agencies will **not** allow promotion of the Mail Service Pharmacy Process. However, the Procuring Agencies reserve the right during the term of the Agreements to allow promotion of the Mail Service Pharmacy Process provided such promotion is in the best financial interests of the State and complies with all applicable state laws and regulations.

Mail Service Pharmacy Process – Generic Drug Pricing

The Contractor shall classify Generic Drugs in accordance with the definition in the Contract Provisions, Sections VII.A. and VII.B., (see Articles I, entitled "Definition of Terms") as well as the methodology outlined in Section V. of the RFP entitled "Generic Drug Determination Methodology."

a. Duties and Responsibilities – Generic Drug Pricing

The Contractor shall be required to:

(1) Utilize the Programs MAC list for Retail and Mail Service Pharmacies to determine the Ingredient Cost of each Prescription charged to the Programs. The Contractor's Programs MAC list for Retail and Mail Service Pharmacies shall be applicable to all individual Prescriptions for Generic Drugs dispensed to Enrollees/Claimants through the Mail Service Pharmacy Process;

(2) Ensure that the Mail Service Pharmacy Process dispensing facility collects the Level 1 Drug Copayment from the Enrollee and charges the Programs the balance of the Discounted Ingredient Cost plus the Contractor's guaranteed dispensing fee for Generic Drugs dispensed through the Mail Service Pharmacy Process, if any, as proposed by the Contractor in its Proposal. If the current Discounted Ingredient Cost plus the dispensing fee (if applicable) or the submitted cost is less than the applicable Level 1 Drug Copayment then the Contractor shall ensure that the Enrollee is charged the lesser amount; and

(3) Guarantee an overall minimum discount off of the aggregate AWP for all Generic Drugs dispensed through the Mail Service Pharmacy as defined in the RFP. The Contractor shall guarantee the Programs that its management of Generic Drug costs dispensed by the Mail Service Pharmacy, including maintenance of the Programs MAC List for Retail and Mail Service Pharmacies, and application of pricing provisions related to Generic Drugs that do not meet the requirements for inclusion on the Programs MAC List, shall result in the Plan achieving the Contractor's overall Guaranteed Minimum Discounts during the Plan Year, as proposed by the Contractor in its Proposal.

The discounts achieved off of the aggregate AWP for all Generic Drugs dispensed at Retail and Mail Service Pharmacies as a result of Pass-through Pricing will be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Generic Drugs dispensed at Retail and Mail Service Pharmacies divided by sum of AWP of dispensed Generic Drugs). The aggregate discount calculations will be based on Pharmacy Prescriptions filled with a Generic Drug where the Program was the primary payer (including Enrollee submitted claims). Claims submitted for secondary payer consideration, Compound Drug claims, house generic claims, NYSIF Program non-network claims and claims submitted by governmental entities must be excluded from the aggregate discount calculations. In addition, claims with a calculated AWP discount greater than 90% and a total AWP greater than $500 will be excluded pending receipt of supporting documentation by the Contractor and verification by the Procuring Agencies as to the validity of the calculated discounts; and

(4) If the overall aggregate discounts obtained, as calculated utilizing the formula set forth in the prior paragraph, are less than the Guaranteed Minimum Discounts as proposed by the Contractor in its Proposal, the Contractor shall reimburse the Programs the difference between the Ingredient Cost the Programs were charged utilizing Pass-through Pricing and the Ingredient Cost the Programs would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP had been obtained. The Programs will be credited annually for this difference in Ingredient Cost. The Programs shall retain the benefit of any cost savings, in excess of the Contractor's proposed Guaranteed Minimum Discounts off the aggregate AWP for all Generic Drugs dispensed by pharmacies.

b. Confirmation – Generic Pricing

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities in Section V.C.6. of this RFP, under subheading "Mail Service Pharmacy Process - Generic Drug Pricing."

c. Required Submission – Generic Pricing

(1) The Offeror is required to provide its Guaranteed Minimum Discount as a percent off of the aggregate AWP for all Generic Drugs dispensed through the Mail Service Pharmacy Process on Exhibit V.A.

(2) The Offeror is required to provide a listing of the Offeror's proposed house generics to be dispensed through the Mail Service Pharmacy Process.

Mail Service Pharmacy Process – Compound Drug Pricing

The Contractor must classify Compound Drugs in accordance with the definition in the Contract Provisions, Sections VII.A. and VII.B., (see Articles I, entitled "Definition of Terms"). Drugs assigned a unique NDC that require reconstitution and/or mixing prior to dispensing do not meet the Programs' definition of a Compound Drug and shall be processed in accordance with the requirements set forth in the RFP.

a. Duties and Responsibilities – Compound Drug Pricing

The Contractor shall be required to:

(1) Utilize its pricing methodology for Compound Drugs utilizing Pass-through Pricing, as proposed by the Contractor in Exhibit V.A of its Proposal, for the entire term of the Agreement. (**Note:** If an Offeror has multiple methods of pricing, the Offeror may propose each pricing method in Exhibit V.A for Procuring Agency consideration and selection.) The Contractor's pricing methodology(ies) for Compound Medications, as proposed by the Contractor in its Proposal, must be the same for retail and Mail Service Pharmacy Process claims.

(2) Charge Enrollees the applicable Level 2 Drug Copayment for all Compound Medications. If the current Discounted Ingredient Cost or the submitted cost is less than the applicable Level 2 Drug Copayment then the Contractor shall ensure that the Enrollee is charged the lesser amount;

(3) Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the Programs' definition and provides appropriate claim control mechanisms to protect the financial interests of the Programs; and

(4) Conduct due diligence to ensure that drugs are being properly classified as Compound Drugs consistent with the Programs' definition of a Compound Drug and ensure that compound claims are priced in accordance with the Contractor's pricing methodology for Compound Medications, as proposed by the Contractor in its Proposal, selected by the Procuring Agencies.

b. Confirmation – Compound Drug Pricing

Confirm the Offeror's agreement to perform/fulfill and comply with the Duties and Responsibilities in Section V.C.6. of this RFP, under subheading "Mail Service Pharmacy Process – Compound Drug Pricing."

c. Required Submission – Compound Drug Pricing

The Offeror is required to provide the Offeror's proposed pricing methodology(ies) utilizing Pass-through Pricing for Compound Drugs dispensed through the mail service pharmacy in Exhibit V.A.

7. Enrollee Submitted Claims (Exclusive to DCS)

The cost to the Program for Prescriptions for which Enrollees submit direct claims for reimbursement will be charged to the DCS Program at the actual amount reimbursed by the Contractor. For the DCS Programs, such reimbursement shall be based on the lesser of the submitted cost, minus the applicable Copayment; or the Discounted Ingredient Cost, plus the applicable (brand/generic) Guaranteed Maximum Dispensing Fee, minus the applicable Copayment. In the case of an Enrollee who has dual Empire Plan coverage, the applicable copayment will not be subtracted from the reimbursement for the secondary claim.

a. Duties and Responsibilities – Enrollee Submitted Claims

The Contractor shall be required to utilize the following methodology to charge the Programs:

(1) Brand Drugs, including Specialty Drugs/Medications, must be charged to the Programs utilizing the Guaranteed Minimum Discount off of AWP for Brand Drugs

dispensed at the Retail Pharmacy Network and retail brand Guaranteed Maximum Dispensing Fee for Brand Drugs, minus the applicable Copayment;

(2) Generic Drugs, including Specialty Drugs/Medications, must be charged to the Program utilizing the Contractor's assigned MAC price for the Retail and Mail Service Pharmacies, plus the Guaranteed Maximum Dispensing Fee for Generic Drugs, minus the applicable Copayment. Generic Drugs without a MAC price must be charged to the DCS Program using the Contractor's Guaranteed Minimum Discount for Brand Drugs, as proposed by the Contractor in its Proposal, off of AWP of the dispensed Generic Drug, plus the Guaranteed Maximum Dispensing Fee for Generic Drugs, minus the applicable Copayment;

(3) Compound Drugs must be charged to the DCS Program by applying the Contractor's pricing methodology for Compound Drugs as defined in Section V,C.5. of the RFP, under the subheading "Retail Pharmacy Compound Drug Pricing," as proposed by the Contractor in its Proposal, plus the Guaranteed Maximum Dispensing Fee for Compound Drugs minus the applicable Level 2 Drug Copayment.

(4) The Program's Lesser of Logic must be applied to all Enrollee Submitted Claims; and

(5) For the NYSIF Program, all Enrollee/Dependent Submitted Claims must be charged to the Program at the submitted cost, (i.e., Enrollees/Dependents must be reimbursed 100% of their actual cost).

b. <u>Confirmation – Enrollee Submitted Claims</u>

Confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Enrollee Submitted Claims section above.

8. <u>Non-Network Pharmacy Submitted Claims (Exclusive to NYSIF)</u>

The cost to the NYSIF Program for Prescriptions for which Non-Network Pharmacies submit direct claims for reimbursement will be charged to the NYSIF Program in accordance with New York State Worker's Compensation Board laws and regulations, specifically, Section 440 of Chapter V. of Title 12 NYCRR (New York Codes Rules and Regulations).

a. Duties and Responsibilities – Non-Network Pharmacy Submitted Claims

The Contractor shall be required to utilize the following methodology to charge the Programs:

(1) Brand Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a twelve percent (12%) discount off of AWP, plus a $4 Dispensing Fee;

(2) Generic Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a twenty percent (20%) discount off of AWP, plus a $5 Dispensing Fee;

b. Confirmation – Non-Network Pharmacy Submitted Claims

Confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Non-Network Pharmacy Submitted Claims section above.

9. Dispensing Fee

A Dispensing Fee is the amount of money, if any, paid to the pharmacies in compensation for the services rendered for filling a Prescription under the Agreements. The level of dispensing fees should encourage appropriate dispensing and compliance with the Programs' mandatory generic substitution requirements.

a. Duties and Responsibilities – Dispensing Fees

(1) Dispensing fees at Retail Network Pharmacies shall be subject to Pass-through Pricing, up to a Guaranteed Maximum Dispensing Fee applied to aggregate claims. Dispensing fees for claims filled at the Specialty Pharmacy(ies), may be variable commensurate with the level of clinical services offered through the Specialty Pharmacy Program. (**Note:** Offerors may propose a different Guaranteed Maximum Dispensing Fee at Retail Network Pharmacies for Brand Drugs vs. Generic Drugs. Offerors shall propose a single contracted dispensing fee for the Mail Service Process.)

(2) The Contractor shall be required to guarantee its dispensing fee(s), as proposed by the Contractor in its Proposal, for the entire term of the Agreements.

(3) No dispensing fee shall be charged to the Programs for any claim that is paid on the basis of the Pharmacy's Usual and Customary price.

(4) The Contractor must guarantee the overall maximum dispensing fee for Brand, Generic and Compound claims, respectively, dispensed at Retail Network Pharmacies, as proposed by the Contractor in its Proposal. The level of dispensing fees achieved as a result of Pass-through Pricing at Retail Pharmacies will be calculated utilizing the following formula: Total Retail Network Dispensing Fees paid by each Program on an annual basis divided by the number of Final Paid Claims at Retail Network Pharmacies for each of Generic, Brand, and Compound claims.

(5) If the overall aggregate dispensing fees paid, as calculated utilizing the formula set forth in the prior paragraph, are more than the Guaranteed Maximum Dispensing Fee proposed for each of Brand, Generic, and Compound claims at Retail Network Pharmacies, the Contractor shall reimburse each Program the difference between the Dispensing Fee the Programs were charged utilizing Pass-through Pricing and the Dispensing Fee the Programs would have been charged if the Guaranteed Maximum Dispensing Fee had been obtained. The Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the Procuring Agencies on July 31st. If the Procuring Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Procuring Agencies reserve the right in their sole discretion to make an adjustment to the Contractor's calculations. Upon approval by the Procuring Agency, the Contractor shall pay/credit each Program the applicable amount, if any, within 30 (thirty) Days. ~~The Programs will be credited annually for this difference by February 15th.~~ The Contactor shall also reflect the adjustment, if any, in the Contractor's Annual Financial Summary Report. The Programs shall retain the benefit of any cost savings in excess of the Guaranteed Maximum Dispensing Fees

set forth in Section V.C.9. Any shortfall in the Guaranteed Maximum Dispensing Fees set forth in Section V.C.9. cannot be recovered by the Contractor in subsequent years.

b. Confirmation – Dispensing Fees

Confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the dispensing fee section above.

c. Required Submission – Dispensing Fees

(1) The Offeror is required to provide the Offeror's proposed Guaranteed Maximum Dispensing Fees for retail Brand and Generic claims on Exhibit V.A.

(2) The Offeror is required to provide the Offeror's proposed fixed dispensing fees for mail order Brand and Generic claims on Exhibit V.A.

(3) The Offeror is required to complete Exhibit V.D listing the Offeror's proposed dispensing fees for each drug proposed to be included in the Offeror's Specialty Pharmacy Program.

10. Specialty Pharmacy Program Pricing

Certain Employee groups participate in the Specialty Pharmacy Program, whose goal is to provide an enhanced level of clinical management for Enrollees/Claimants taking Specialty Drugs/Medications in exchange for lower Copayments and restricted access. Under the current plan design for The Empire Plan and SEHP, after the first Specialty Drug/Medication Prescription is filled through Retail, future fills are subject to a Hard Edit, meaning that Enrollees are required to obtain the drug through the Specialty Pharmacy Process. In addition to the first fill at Retail, certain Specialty Drugs/Medications available through the Specialty Pharmacy Program as well as all Specialty Medications covered under the NYSIF Program are also available through the Retail Pharmacy Network, because of their clinical requirements and/or urgent dispensing timeframe or NYS laws and regulations. All drugs filled at a Retail Pharmacy Network are subject to the Retail Network Pharmacy pricing and guarantees. For those drugs available only through the Specialty Pharmacy Program, the

Offeror may propose dispensing fees on a drug by drug basis, commensurate with the clinical services provided for each. All drugs shall be classified as either Brand Name, Generic, or Compound for pricing purposes based on the classification methodologies set forth in Section V. of this RFP. The Programs shall be entitled to all manufacturer revenue derived from Specialty Drugs/Medications

Drugs to be included in the Specialty Pharmacy Program, Specialty Drugs/Medications are:

a. "orphan drugs";
b. drugs requiring special handling, special administration and/or intensive patient monitoring/testing;

c. biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,

d. other drugs identified by the Program as used to treat patients with chronic or life threatening diseases.

The Offeror must provide a Special Pharmacy Program where Enrollees/Claimants receive their Specialty Drugs/Medications through one or more designated pharmacies that offer enhanced clinical management. The process must provide extensive clinical support in the most cost effective manner possible for the Program.

a. <u>Duties and Responsibilities – Specialty Pharmacy Program Pricing</u>

(1) Consistently enforce and administer all provisions of the Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Specialty Pharmacy Process, consistent with the processing of claims through the Retail and Mail Service Pharmacy Network processes.

(2) Charge the Programs for those drugs dispensed to Enrollees/Claimants in original manufacturer packaging, based on the Contractor’s source of AWP for the 11 digit NDC of the package size dispensed through the Specialty Pharmacy Process. If the drug is not dispensed to the Enrollee/Claimant in original manufacturer packaging

(i.e., dispensed from bulk), the Programs shall be charged based on the Contractor's source of AWP for the 11 digit NDC of the package size from which the drug was originally dispensed by the Designated Specialty Pharmacy. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's AWP source, the Programs shall be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source. The Programs shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer unless such packaging offers a net savings to the Programs.

(3) Charge the Programs based on the Contractor's pricing terms and dispensing fees (if any) applicable to Brand and Generic, Specialty Drug/Medication claims as set forth in Exhibit V.A and V.D for all prescriptions submitted through the Specialty Pharmacy Program.

(4) Ensure that the Designated Specialty Pharmacy(ies) collects the appropriate Copayment specified by the Department (plus Ancillary Charge, if applicable) from the Enrollee and will charge the Programs the balance of the Discounted Ingredient Cost plus the Offeror's applicable guaranteed dispensing fee set forth in Section V.C.9. of the RFP, minus the applicable Copayment for all drugs dispensed through the Specialty Pharmacy Process.

(5) Classify Brand Drugs consistent with the definition in the Contract Provisions, Sections VII.A and VII.B, (see Articles I, entitled "Definition of Terms") as well as the methodology outlined earlier within Section V of the RFP entitled "Brand Drug Determination Methodology."

(6) Classify Generic Drugs consistent with the definition in the Contract Provisions, Sections VII.A and VII.B, (see Articles I, entitled "Definition of Terms") as well as the methodology outlined earlier within Section V of the RFP entitled "Generic Drug Determination Methodology."

(7) Propose a fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) that will be utilized to determine the Ingredient Cost of the Prescription to charge the Programs. The Offeror's Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs and Generic Drugs dispensed to Enrollees/Claimants through the Specialty Pharmacy Process.

(8) Act in the interests of the Programs when dispensing Generic Drugs through the Specialty Pharmacy Process by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible.

b. Confirmation – Specialty Pharmacy Program Pricing

Confirm the Offeror's agreement perform/fulfill and comply with to the Duties and Responsibilities – Section V.C.10. of this RFP, under the subheading "Specialty Pharmacy Program Pricing."

c. Required Submission – Specialty Pharmacy Program Pricing

The Offeror is required to provide the Offeror's fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) as set forth in Exhibit V.A of the RFP.

11. 100% Pharma Revenue Guarantee

The Empire Plan is one of the largest health insurance plans in the country. The DCS Program has adopted a three-level drug benefit structure for Enrollees to enhance the ability of the DCS Program to obtain direct discounts from manufacturers. The Contractor is required to manage the DCS Program's Preferred Drug List, Flexible Formulary and NYSIF Program Drug List and to negotiate, on the Programs' behalf, agreements with manufacturers for direct discounts off of the cost of drugs dispensed to Program Enrollees/Claimants. Manufacturer discounts related to Programs utilization can make a drug with a higher AWP competitive with clinically comparable drugs with lower AWPs. However, the Contractor's receipt of revenue related to the Programs' utilization can create a potential conflict of interest in the decision to classify a drug as Preferred, Non-Preferred or excluded.

Full transparency is critical to protecting the interests of the State, Participating Agencies and Enrollees/Claimants and ensuring alignment of the Programs' financial interests with those of the Contractor. This section details the Contractor's duties and responsibilities with regard to management of Pharma Revenue on the Programs' behalf.

Definitions

Pharma Revenue is defined as set forth in the "Glossary of Terms" Section VIII. Pharma Revenue is any and all revenues generated from agreements between the pharmaceutical manufacturers and the Contractor and/or its Key Subcontractor or any Affiliate of the Contractor or its Key Subcontractor which relate to Program utilization and/or Pharmacy benefit management services provided under the Agreements. Such revenues include, but are not limited to revenues described as: formulary rebates; market share rebates; administrative fees, AWP caps; or by any other name.

A Final Paid Claim is defined as set forth in the "Glossary of Terms" Section VIII. A Final Paid Claim is a claim processed and paid by the Contractor for a Prescription drug provided to an Enrollee/Claimant, including but not limited to, claims for Prescriptions filled at a retail Pharmacy or through the Mail Service Pharmacy Process or Specialty Pharmacy Program. A claim that is denied prior to processing is not considered a Final Paid Claim. In addition, a claim that is processed and paid but is subsequently voided, reversed, or otherwise adjusted is not a Final Paid Claim. Zero balance claims are considered Final Paid Claims. Consistent with the definition of a Final Paid Claim, the Pharma Revenue guarantee per Final Paid Claim quoted applies to rebateable and non-rebateable claims.

a. Duties and Responsibilities – Pharma Revenue Guarantee

The Contractor agrees to and shall:

(1) 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 Programs specific Pharma Revenue agreement shall derive total Pharma Revenue that meets or exceeds the Pharma Revenue derived from any other agreements the Contractor uses to administer its book of business for each individual drug;

(2) Pay the Programs quarterly within 150 Days of the end of each quarter, the greater of 100% Pharma Revenue received or the minimum guaranteed amount attributable to the Programs' combined utilization;

(3) Calculate and distribute Pharma Revenue to the Programs in a fully transparent and verifiable process. The Contractor agrees that all direct and indirect revenue arrangements with manufacturers, suppliers, or other vendors shall be disclosed and the revenue generated related or attributable to the Programs' utilization shall be credited to the Programs. The Contractor acknowledges and agrees that the records, methods, and calculations utilized to total and distribute these amounts to the Programs are subject to audit by the State under the audit authority set forth in Contract Provisions, Sections VII.A and VII.B, of the RFP and Appendices A and B thereto. In addition, the Contractor shall provide all agreements as necessary for the Programs to evaluate Preferred Drug List, Flexible Formulary and NYSIF Program Drug List decisions including direct access to any manufacturer contracts in unredacted form, under which the Programs is entitled to derive Pharma Revenue pursuant to the terms of the Agreements;

(4) Not enter into any agreement that has the effect of diverting, shortchanging, or trading off any form of Pharma Revenue that would otherwise be due the Programs for other consideration. There shall be no fees charged to the Programs or received from a manufacturer, separate from the Claims Administration Fees as described and authorized in the RFP, by the Contractor for rebate or other Pharma Revenue administration. The Contractor agrees that it shall not divert, shortchange, or trade off Pharma Revenue that would otherwise inure to the Programs' financial benefit for Enrollee/Claimant drug utilization in return for reduced drug acquisition costs or other monetary or non-monetary consideration from manufacturers;

(5) Upon selection of the successful Offeror and as a condition of contract award and throughout the term of the Agreements, the successful Offeror/Contractor shall provide, upon the request of the State, all information and documentation related to Pharma Revenue agreements, including but not limited to, full direct access by the

Procuring Agencies staff or their agents to complete unredacted Pharma Revenue agreements pursuant to which the Programs derives Pharma Revenue;

(6) Utilize manufacturer agreements for the Programs that meet or exceed the Contractor's best existing Pharma Revenue agreements for all individual drugs. If the Contractor's business model allows for more than one Pharma Revenue agreement with manufacturers, the Contractor agrees that in no instance will the Programs receive less Pharma Revenue in any therapeutic class than other clients of the Contractor with a comparable benefit design and consistent preferred drug designations in the class, provided the Programs' utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients. The Contractor, as part of its Proposal, must propose a process satisfactory to the Procuring Agencies to confirm compliance with this provision and must implement and administer said satisfactory process under the Agreements. The Programs shall receive full pass-through of 100% of Pharma Revenue derived from any agreement with a pharmaceutical manufacturer. Where any Pharma Revenue contracts allow for higher Pharma Revenue for Mail Service Pharmacy or Specialty Pharmacy Program claims, the Programs will receive the full financial benefit of those higher rates receiving 100% of the Pharma Revenue derived from those agreements on mail order claims. If manufacturer agreements provide less Pharma Revenue for Mail Service Pharmacy or Specialty Pharmacy Program claims than retail claims for the same drug, the terms of the manufacturer agreement applicable to retail claims shall be applied to Program Mail Service Pharmacy and Specialty Pharmacy Program claims for purposes of calculating the amount of Pharma Revenue due the Programs;

(7) The Contractor, as part of its Proposal, must propose a Minimum Per Final Paid Claim Pharma Revenue Guarantee that will be utilized by the Contractor in calculating the minimum annual amount due to the Programs for Pharma Revenue. The Minimum Pharma Revenue amount due the Programs on an annual basis will be calculated according to the formula: Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee multiplied by the number of Final Paid Claims incurred for the DCS Program and the NYSIF Program for the respective Program Year;

(8) Ensure the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee is not contingent upon the Programs' participation in any of the Contractor's formulary management or intervention programs. Nor shall the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee be contingent or dependent on the timing of any patent expirations and/or introduction of generic equivalent drugs, including but not limited to early and/or at risk Generic Drug launches. 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 materially compromising the Contractor's ability to obtain contracted Pharma Revenue necessary to meet the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee;

(9) Calculate and perform an annual reconciliation of the Pharma Revenue credit to the Pharma Revenue earned. As part of this annual reconciliation the Contractor shall be required to:

(a) Calculate the Pharma Revenue guarantee on all Final Paid Claims, incurred for the respective Program Year. The Pharma Revenue guarantee shall be on the aggregate level, not separated for each therapeutic class**;**

(b) Credit the Programs an amount calculated based on the following formula: if in any Program Year, the Pharma Revenue realized and credited to the Programs by the Contractor is less than the amount due the Programs as determined utilizing the minimum Pharma Revenue credit set forth above in (7) of this Section, the amount of the credit shall be equal to the difference between the reported Pharma Revenue credited to the Programs and the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee;

(c) Submit calculations and documentation supporting the amount of Pharma Revenue reported and credited to the Programs for the Procuring Agencies' review and written approval. The Contractor shall provide all information and documentation deemed necessary by the Procuring Agencies to verify the

Programs were credited with all Pharma Revenue due it under the terms of the Agreements;

(d) If at the close of any Plan Year, the Pharma Revenue credited to the Programs is greater than the higher of the amount derived through application of the Pharma Revenue guarantee formula or the actual Pharma Revenue realized by the Programs, upon notice and verification by the Procuring Agencies, the DCS Program and the NYSIF Program shall pay the Contractor the difference between the amount previously credited to each Program and the higher of the minimum Pharma Revenue guaranteed amount or actual Pharma Revenue realized during the Program Year;

(e) If at the close of any Program Year, the Pharma Revenue credited to the Programs is less than the actual Pharma Revenue realized by the Programs, the Contractor shall credit each Program the difference between what was previously credited and the full amount due to the Programs;

(f) Include such reconciliations as part of the Contractor's annual financial summary report. The Procuring Agencies require the Contractor's Minimum Per Final Claim Paid Pharma Revenue Guarantee be credited to the claims experience on the annual financial reports regardless of the amount of Pharma Revenue that has been received by the Contractor; and

(g) Administer the Procuring Agencies' Pharma Revenue Program in accordance with the Contract Provisions, Sections VII.A and VII.B of the RFP. In this regard, the Contractor agrees to the terms set forth in Contract Provisions, Sections VII.A and VII.B, of the RFP (see Articles XIII, entitled "100% Pharma Revenue Guarantee" and Articles XV "Payments/(Credits) to/(from) the Contractor."

b. <u>Confirmation – Pharma Revenue Guarantee</u>

Confirm the Offeror's agreement to the definitions and the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Pharma Revenue guarantee section above.

c. **Required Submission – Pharma Revenue Guarantee**

(1) The Offeror is required to provide its proposed Minimum Per Final Paid Claim Pharma Revenue Guarantee in Exhibit V.E. Offerors may provide a different Minimum Per Final Paid Claims Pharma Revenue Guarantee for each year of the Agreements. The minimum credit to the Programs for Pharma Revenue shall be the Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee (as submitted on Exhibit V.E) times the number of Final Paid Claims paid for each Program for the respective Program Year as defined in the " "Glossary of Terms," Section VIII.").

(2) The Offeror is required to provide adequate documentation as determined by the Procuring Agencies, to support the Offeror's offer relative to Pharma Revenue. Said documentation is to be provided as Exhibit V.E.1 of the Offeror's Proposal.

12. **Claims Administration Fees**

The Claims Administration Fees are the fees, quoted by the Contractor in its Proposal that the Contractor shall charge the Programs to cover all of the administrative services provided by the Contractor. Three separate Claims Administration Fees must be developed and quoted by Offerors for the Programs: DCS Program Primary; EGWP Medicare Primary; and NYSIF Program. The DCS Program Primary Claims Administrative Fee covers the Contractor's administration of The Empire Plan for non-Medicare primary Enrollees, as well as the SEHP and the Excelsior Plan, as may be modified from time to time. The Contractor's EGWP Medicare Primary Claims Administrative Fee covers the Contractor's administration of The Empire Plan for Medicare primary Enrollees. The Contractor's NYSIF Program Claims Administrative Fee covers the Contractor's administration of the NYSIF Program.

a. **Duties and Responsibilities – Claims Administration Fees**

The Contractor shall be required to:

(1) Be bound by its Claims Administration Fees, as proposed in the Contractor's Proposal for the entire term of the Agreements;

(2) Implement any changes necessary to accommodate Programs modifications resulting from collective bargaining, legislation or within the statutory discretion of the State within 60 days of notice, or as soon as practicable;

(3) Agree not to request higher Claims Administration Fees, and the Procuring Agencies will not consider any increases to the Claims Administration Fees, that are not based on a material changes to the Programs requiring the Contractor to incur additional costs. The determination of what constitutes a material change will be at the sole discretion of the Procuring Agencies Implementation of an alternate formulary or multiple formularies shall not constitute a material change and the Contractor agrees to implement, if required, all alternative formularies at the Claims Administration Fees proposed;

(4) Manage all Programs Enrollees/Claimants based on the Contractor's associated Claims Administration Fees as proposed by the Contractor in its Proposal;

(5) Submit detailed documentation of additional administrative/clinical costs, over and above existing administrative/clinical costs, with any request for an increase in the Claims Administration Fee(s) resulting from a material change in the benefit structure of the Programs. The Procuring Agencies reserve the right to request and the Contractor agrees to provide any additional information and documentation the Procuring Agencies deem necessary to verify that the request for an increase to a Claims Administration Fee(s) is warranted. The Procuring Agencies' decision to modify the Claims Administration Fees to the extent necessary to compensate the Contractor for documented additional costs incurred shall be at the sole discretion of the Procuring Agencies, subject to the approval of a formal amendment to the Agreement(s) by the New York State Attorney General and New York State Office of State Comptroller;

(6) Implement all benefit designs as required by the Department with or without final resolution of any request for a Claims Administration Fee(s) adjustment. Refusal to implement changes will constitute a material breach of the Agreement(s) and the Procuring Agencies will seek compensation for all damages resulting; and

(7) Agree that Claims Administration Fees shall be payable only for Final Paid Claims and that the Programs will not pay a Claims Administration Fee or other charge or fees for any claim that is denied prior to processing or any claim that is subsequently voided, reversed, or otherwise modified.

b. Confirmation – Claims Administration Fees

Confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Claims Administration Fees section above.

c. Required Submission – Claims Administration Fees

The Offeror is required to provide the Offeror's Claims Administration Fees in Exhibit V.F on a fee per Final Paid Claim basis.

13. Payments/ (Credits) to/ from the Contractor

This section presents details regarding the financial structure and timing of financial transactions related to the Agreements and the specific items Offerors must submit with their Cost Proposal and questions related to those requirements.

The following information is presented for use by Offerors in developing their Cost Proposal. Additional detail regarding each of these provisions may be found in Contract Provisions, Sections VII.A. and VII.B. of the RFP.

As of December 2011, there were 232,213 individual contracts and 291,008 family contracts with Empire Plan prescription drug coverage. Within the aforesaid contracts, there are 233,729 Empire Plan Enrollees and Dependents that have Medicare Primary coverage and would be eligible for the EGWP coverage. In addition to the Empire Plan contracts, there are 32 individual contracts and 20 family contracts with the Excelsior Plan and 4,891 individual contracts and 775 family contracts with the Student Employee Health Plan (SEHP) benefits. Under NYSIF's Program, the agency was servicing approximately 50,000 Claimants with NYSIF Program benefits. The enrollment mix and benefit characteristics are presented in Exhibits II.B through II.B.2 and Exhibits III.B through III.E4 of this RFP; however, the

Procuring Agencies cannot guarantee that, during the term of the Agreements, the same enrollment mix and benefit characteristics as those set forth in Exhibit II.B through Exhibit II.B.2 and Exhibits III.B through III.E.4 of this RFP will exist;

a. Duties and Responsibilities – Financial Structure and Timing of Financial Transactions

(1) Each Procuring Agency will separately reimburse the Contractor for claim payments and associated Claims Administration Fees no sooner than two (2) Business Days and no later than five (5) Business Days after receipt of an accurate invoice, following each claims processing cycle (weekly for the NYSIF Program and bi-weekly for the DCS Programs). The Offeror is required to submit a detailed claim file concurrent with each invoice (for the NYSIF Program) and within fifteen (15) Days after the end of each claims processing cycle (for the DCS Programs) to support the submitted invoices. The data file layout and file transmission protocol will be mutually agreed upon by the Contractor and the Procuring Agencies during Implementation, in accordance with the Contractor's Proposal.

(2) Any credit amounts due from the Contractor to the Procuring Agencies for failure of the Contractor to meet the performance guarantees set forth in the Agreements shall be applied as a credit against the Claims Administration Fees charged separately to the Programs in the ~~next~~ first invoice(s) processed after the performance guarantee has been calculated and agreed to by the Program(s).

(3) Upon final audit determination by the Procuring Agencies, any audit liability amount assessed by the Procuring Agencies shall be paid/credited to the Programs within thirty (30) Days of the date of the Procuring Agencies' final determination.

(4) (Exclusive to DCS) Coordination of Benefit recoveries collected by the Contractor shall be aggregated and paid/credited to the DCS Program within fifteen Days after the end of the month.

(5) Drug litigation recoveries and settlements shall be paid/credited to the Programs within fifteen (15) Days of receipt by the Contractor.

(6) One hundred and fifty (150) Days after the end of the first quarter, the Contractor shall pay/credit the Program the greater of (1) the actual Pharma Revenue received on behalf of the Programs or (2) the minimum Per Final Paid Claim Pharma Revenue Guarantee, set forth in the Contract Provisions, Sections VII.A. and VII.B. Articles 13.9.7, multiplied by the number of Final Paid Claims incurred for the first quarter.

(a) For each subsequent quarter of the Program Year the calculations shall be performed on a cumulative Program Year-to-Date basis. The Contractor shall pay/credit the Programs the greater cumulative amount less the amount previously paid for the Program Year.

(b) The Contractor shall perform a reconciliation by May 31st of each year and the incremental Pharma Revenue amount shall be paid/credited to the Programs within thirty (30) Days of May 31st.

(c) At the May 31st Pharma Revenue reconciliation, to the extent that any amount is owed by the Contractor, the Contractor shall pay/credit the Programs within thirty (30) Days after the Final Pharma Revenue reconciliation for the amount owed.

b. <u>Confirmation – Financial Structure and Timing of Financial Transactions</u>

(1) The Offeror is required to confirm the Offeror's agreement to perform/fulfill and comply with the duties and responsibilities listed in the Details on the Financial Structure and Timing of Financial Transactions section above.

c. <u>Required Submission – Financial Structure and Timing of Financial Transactions</u>

(1) Describe in detail the Contractor's proposed invoicing process, including the timing for invoice preparation and supporting detail claims files at the end of each cycle, required payment timeframes and whether this structure is in effect for any other self-funded customers.

SECTION VI: EVALUATION AND SELECTION CRITERIA

Proposals determined by the Procuring Agencies to satisfy the submission requirements set forth in Section II and the Minimum Mandatory Requirements set forth in Section III of this RFP will be evaluated by an evaluation team composed of staff of the Procuring Agencies, the Governor's Office of Employee Relations (GOER) and/or the Division of the Budget (DOB), assisted by any person(s), other than one associated with a competing Offeror, designated by the Procuring Agencies. Proposals will be made available to representatives of NYS employee unions for review and comment. An Offeror's Proposal shall be removed from the evaluation process and not be considered for award should it be determined that the Offeror did not satisfy the Minimum Mandatory Requirements as specified in Section III, despite any attestation made regarding the Minimum Mandatory Requirements.

During the evaluation process, the Procuring Agencies may require clarifying information from an Offeror(s) for the purpose of assuring a full understanding of the Offeror's responsiveness to the RFP requirements and the duties and responsibilities set forth therein. This clarifying information must be submitted in writing in accordance with the formats set forth in Section II of this RFP and, if accepted, shall be included as a formal part of the Offeror's Proposal. Failure to provide the required information by the due date set forth in the Procuring Agencies' request for clarification may result in rejection of the Offeror's Proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon the Procuring Agencies to seek or allow clarifications provided for herein. The Procuring Agencies may, at the Procuring Agencies discretion, elect to perform site visits of Offerors' facilities and have Offerors provide oral presentations pertaining to their Technical Proposal and Cost Proposal. If scheduled, representatives of NYS employee unions may also participate in site visits, Offeror oral presentations, and such other activities applicable to the evaluation of Proposals. The Pharmacy Benefit Services Procurement Manager will coordinate the necessary scheduling arrangements with the Offeror(s).

The Procuring Agencies will consider for evaluation and selection purposes only those Proposals 1) determined to have met the Minimum Mandatory Requirements specified in Section III of this RFP, and 2) determined to be responsive to the duties and responsibilities set forth in the RFP. The Procuring Agencies' desire is to select a single Offeror to administer the Programs (i.e., The Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program, and the Student Employee

Health Plan Prescription Drug Program and the New York State Insurance Fund Workers' Compensation Prescription Drug Program). To this end, the Procuring Agencies intend to select that responsive and responsible Offeror whose Proposal offers the "Best Value" to the Procuring Agencies as specified in the following evaluation criteria for the purpose of entering into negotiations for two separate stand-alone contracts (i.e., one between the Offeror and the Department, and the other between the Offeror and NYSIF).

The Technical Proposal and Cost Proposal components of the evaluation process shall be based on 1,000 total available points; with 250 points available to the Technical Proposal and 750 points available to the Cost Proposal (i.e., 25% allocated to the Technical Proposal and 75% allocated to the Cost Proposal).

The Technical Proposal and Cost Proposal will be evaluated separately as described below.

A. Technical Evaluation

Each Offeror's ability and willingness to deliver the Program Services described in this RFP will be evaluated and scored based on a weighted point system. The evaluation of the Offeror's Technical Proposal will be based on that Offeror's written Technical Proposal; responses to clarifying questions, if any; information obtained through reference checks, including specific reference checks made with the Directors' of Employee Benefits at the Department, New York State Insurance Fund (NYSIF), and GOER for any Offeror, including any proposed Key Subcontractor(s) who performed services under a contract with the Procuring Agencies and, as deemed necessary by the Procuring Agencies, oral presentation(s) and/or site visits conducted to amplify and/or clarify that Offeror's proposed Technical Proposal.

1. Technical Score Ratings

Each Offeror's Technical Proposals will be evaluated based on the following rating scale and criteria as applied to each Required Submission response as required in Section IV of the RFP. A rating of "excellent" equates to a score of 5 for each evaluated Required Submission response. Each reduction in the ratings results in a one point reduction in the score such that a rating of "poor" equates to a score of 1.

a. Excellent (5)

The Offeror far exceeds the criteria. The services described indicate that the Offeror will provide very high quality services and is very pro-active and innovative.

b. Good (4)

The Offeror exceeds the criteria. The services described indicate that the Offeror will exceed the Programs' needs. The Offeror demonstrates some innovative features not shown in typical proposals.

c. Meets Criteria (3)

The Offeror meets but does not exceed the criteria. The services described indicate that the Offeror will meet the Programs' needs.

d. Fair (2)

The Offeror's answer is minimal; or the answer is very general and does not fully address the question; or the Offeror meets only some of the criteria.

e. Poor (1)

The Offeror misinterpreted or misunderstood the question; or the Offeror does not answer the question/criteria in a clear manner or the Offeror does not answer the question; or the Offeror does not meet the criteria.

The Offeror's commitment to meet the levels of standards it outlines in its proposal will be verified by reviewing responses to related Performance Guarantee questions and reviewing the Offeror's proposed credit to the administrative fee (credit amount) for its failure to meet each of its proposed performance guarantees.

2. Performance Guarantee Ratings

A rating of "excellent" equates to a score of 5 for each evaluated Service Level Standard. Each reduction in the ratings results in a one point reduction in the score such that a rating of "poor" equates to a score of 1. Offerors may propose performance guarantees that exceed the Program's service level standards presented in this RFP. Proposed Performance Guarantees

are contained within the respective technical areas and will be evaluated using the following criteria:

a. **Excellent (5)**

(1) The Offeror's proposed performance guarantee exceeds the Program's service level standard contained within this RFP; and

(2) The Offeror's proposed credit amount is one hundred and twenty-five percent (125%) or more of the standard credit amount stated within this RFP.

b. **Good (4)**

(1) The Offeror's proposed performance guarantee equals the Program's service level standard contained within this RFP, and the Offeror's proposed credit amount is one hundred and twenty-five percent (125%) or more of the standard credit amount stated within this RFP; or

(2) The Offeror's proposed performance guarantee exceeds the Program's service level standard contained within this RFP; and the Offeror's proposed credit amount is greater than one hundred percent (100%) but less than one hundred and twenty-five percent (125%) of the standard credit amount stated within this RFP.

c. **Meets Criteria (3)**

(1) The Offeror's proposed performance guarantee equals or exceeds the Program's service level standard contained within this RFP; and

(2) The Offeror's proposed credit amount equals the standard credit amount stated within this RFP.

d. **Fair (2)**

(1) The Offeror's proposed performance guarantee equals or exceeds the Program's service level standard contained within this RFP; and

(2) The Offeror's proposed credit amount is greater than fifty percent (50%) but less than one hundred percent (100%) of the standard credit amount stated within this RFP.

e. Poor (1)

(1) The Offeror's proposed performance guarantee is below the Program's service level standard contained within this RFP regardless of the credit amount proposed by the Offeror; or

(2) The Offeror's proposed credit amount is fifty percent (50%) or less of the standard credit amount stated within this RFP regardless of the level of performance the Offeror pledges.

3. Performance Guarantee Standard Credit Amounts

DCS Program

The DCS Program standard credit amount for each Offeror's proposed performance guarantee is $25,000 per quarter, assessed on a quarterly basis with the following exceptions;

a. Implementation and Start-Up (Section IV.B.3.b.(2)): Fifty percent (50%) of the Claims Administration Fee(s) (minimum mandatory requirement);

b. Program Claims Processing System Availability (Section IV.B.12.b.(18)): $100,000 per each quarter;

c. Enrollment Management (Section IV.B.7.b.(9)): $5,000 for each 24 hour period beyond 24 hours from the release of DCS Program enrollment records;

d. Management Reports and Claim File (Section IV.B.8.b.(6)): $1,000 per report per Business Day between the due date and the date the report is received by DCS inclusive of the day the report is received;

e. Network Pharmacy Access (Section IV.B.11.b.(7)), under subheading "Retail Pharmacy Network"): $100,000 per quarter for each performance guarantee in each of the three (3) areas in which the Performance Guarantee is not met;

f. Customer Service/Call Center Availability (Section IV.B.4.b.(8)(a)): $100,000 per each quarter; and

g. Turnaround Time for Claims Adjudication Guarantee (Section IV.B.12.b.(19)): $5,000 per each quarter.

NYSIF Program

The NYSIF Program standard credit amount for each Offeror's proposed performance guarantee is $7,500 per quarter, assessed on a quarterly basis with the following exceptions;

a. Implementation and Start-Up (Section IV.B.3.b.(2)): Fifty percent (50%) of the Claims Administration Fee(s) (minimum mandatory requirement);

b. Enrollment Management (Section IV.B.7.b.(9)): $375 for each 24 hour period beyond 12 hours from the release of NYSIF Program enrollment records;

c. Management Reports and Claim File (Section IV.B.8.b.(22)): $75 per report per Business Day between the due date and the date the report is received by NYSIF inclusive of the day the report is received;

d. Turnaround Time for Non-Intervention Mail Service Prescriptions Guarantee (Section IV.B.11.b.(19) "Mail Service Pharmacy Process"): $375 per each quarter;

e. Turnaround Time for Intervention Mail Service Prescriptions Guarantee (Section IV.B.11.b.(19) "Mail Service Pharmacy Process"): $375 per each quarter;

f. Turnaround Time for Claims Adjudication Guarantee (Section IV.B.12.b.(22)): $375 per each quarter.

4. Allocation of Technical Score Points

The scores referenced above shall be applied to weighted point values associated with each evaluated Required Submission response. The relative point value for each section of the Technical Proposal is as follows:

a. Program Management - 10% of Total Technical Score

Offeror will be rated on various components of Program management including Offeror qualifications, its executive summary, its account team, its premium development services, and its Program implementation plan.

b. <u>Program Delivery and Support Services - 75% of Total Technical Score</u>

Offeror will be rated on the various components of Program delivery including customer service, Medicare administration, enrollee communication support, enrollment management, reporting, consulting services, its transition plan, retail pharmacy network, pharmacy credentialing, pharmacy contracting, pharmacy audit, the mail service pharmacy process, Specialty Drug Program, claims processing, retrospective coordination of benefits, the mandatory generic substitution appeal process, prior authorization, concurrent DUR, retrospective DUR, physician education, patient education, and other safety related programs.

c. <u>Flexible Formulary, Preferred Drug List and NYSIF Drug List Development and Management - 15% of Total Technical Score</u>

Offeror will be rated on its ability to develop, administer, and maintain two Flexible Formularies, a Preferred Drug List, and a NYSIF Drug List that ensures access to quality and appropriate pharmaceutical care based on sound clinical criteria, and on the process the Offeror utilizes to communicate the Flexible Formularies, Preferred Drug List and NYSIF Drug List to Enrollees/Claimants, pharmacies and providers.

5. <u>Technical Scoring</u>

Qualifying Proposals will be evaluated independently by multiple evaluators based on the pre-established Evaluation Criteria. The average score for each evaluated response shall be applied to the points associated with each question such that an average score of “Excellent” for each evaluated response will result in a maximum available score of 1,000. All Offerors whose Technical Proposal is evaluated will receive a score in this manner. The technical score will then be converted to points for each Offeror such that the Offeror with the highest technical score will receive 250 points. As calculated by the Procurement Manager, all other Offerors are awarded points at a reduced level with 0.01 points being the lowest possible point value that may be assigned. The awarded points are calculated to the hundredth decimal place. The reduction in points shall be calculated in accordance with a pre-determined formula. The formula calculates the assigned points of the evaluated Offeror proportionally to the scores of the highest Technical Proposal and the lowest possible Technical Proposal score.

B. Cost Evaluation Component

The Cost Proposal of any Offeror that meets the Minimum Mandatory Requirements will be evaluated by the Procuring Agencies, and others deemed appropriate by the Procuring Agencies. The Procuring Agencies reserves the right to conduct Cost Proposal oral interviews and/or seek written responses from Offerors to clarify any aspect of the Offeror's Cost Proposal. The Procuring Agencies will then calculate a Cost Score for each Offeror as follows:

1. Cost Evaluation

The Procuring Agencies recognize that at the time the Proposal is submitted, the Cost Evaluation will be based on the Offeror's proposed claim reimbursement methodology as presented in response to Section V of this RFP, plus the Offeror's Claims Administration Fee(s), net of the savings that will result from the Offeror's guaranteed Pharma Revenue. These components will be calculated as follows:

a. **Claim Costs:** Claim costs will be calculated by applying the Offeror's proposed guaranteed claim discounts and dispensing fees applicable to brand and generic drugs at mail, retail and specialty pharmacies to a common aggregate AWP amount and paid claim count trended to 2014. To account for the potential cost effectiveness of the Offeror's proposed three level Preferred Drug List, Flexible Formularies, and NYSIF Drug List, the aggregated AWP amount may be adjusted for each Offeror, including, but not limited to assumed shifts in utilization from non-preferred brand drugs and excluded drugs to preferred brands or generics to account for variations in the proposed formularies. This adjustment will be based on an analysis of the Program's most significant drug therapeutic categories. Other adjustments may be made to evaluate costs associated with the Offerors' proposed Specialty Pharmacy Program drug coverage, etc.

b. **Claims Administration Fee(s):** DCS will apply the Claims Administration Fee(s) quoted in Exhibit V.F of this RFP against the projected number of claims; and

c. **Pharma Revenue Guarantee:** The Pharma Revenue Guarantee will be calculated by multiplying the Offeror's Pharma Revenue Guarantee quote(s) presented in Exhibit V.E for the period 1/1/2014 – 12/31/2018 times the normalized paid claim count.

The Procuring Agencies shall then calculate each Offeror's Total Projected Program Cost as the sum of a. through c. above. The Offeror's proposal with the lowest calculated cost will be awarded seven hundred and fifty (750) points. The points awarded to all other Offerors shall be based on a scale representing a 1 point reduction for each $400,000 the Offeror's calculated cost is higher than the calculated cost of the lowest Cost Proposal. The point value calculated and assigned shall be proportional within each $400,000 increment and calculated to the hundredth decimal place.

2. **The Procuring Agencies Reserves the Right to Analyze and/or Normalize:** The Procuring Agencies reserve the right to make other cost calculation adjustments as necessary to determine the evaluated cost of the Offeror's proposal. Any such adjustments shall be made with the intent to evaluate Offeror's proposals on a fair and consistent basis, without prejudice. These normalization adjustments may include but are not limited to:
1) the application of quoted Claims Administration Fees to the applicable normalized claims basis, 2) the adjustment of the common AWP to reflect any material differences in the Offerors' quoted source pricing, 3) unforeseen circumstances whereby the normalization of specific factors among Offerors shall result in a more accurate and fair comparison of the Offerors Cost Proposal as applied to the normalized claim base.

C. Total Combined Score of Technical and Cost

The Total Combined Score assigned for each Offeror shall be calculated by adding the Offeror's Technical Score and Cost Score.

D. Best Value Determination

It is the Procuring Agencies' desire and intent, if deemed in the best interest of the Department and NYSIF, to select, and enter into negotiations for the purpose of executing two separate stand-alone contracts, that Offeror that has accumulated the highest Total Combined Score ultimately determined by the Procuring Agencies to be responsible. (**Note:** If an Offeror's Total Combined Score is equal to or less than 1 point below the highest Total Combined Score, the Offeror's Proposal will be determined to be substantially equivalent to the Offeror holding the highest score. Among any Offerors' Proposals deemed substantially equivalent, the Procuring Agencies shall select the Offeror that has the highest Cost Score calculated pursuant to

Section VI.B.1. of this RFP.) Contract award shall be deemed made when notice of proposed contingent award is issued by the Procuring Agencies to the selected Offeror.

By submitting a Proposal in response to this RFP, the Offeror agrees that, if selected, the Offeror will enter into two separate stand-alone contracts that substantially include the terms set forth in Section VII of this RFP, Contract Provisions, and Appendices A, B, C, and D. After Agreements are separately executed with the Contractor and DCS and NYSIF, any change to the scope of the Agreement, including but not limited to the inclusion any individual independent Network Pharmacy(ies), requested by one Procuring Agency shall have no impact on the other Procuring Agency's Agreement or cost thereunder, unless the other Procuring Agency likewise agrees to said change(s).

Please note that the terms in Appendix A, "Standard Clauses for All New York State Contracts"; Appendix B, "Standard Clauses for all DCS Contracts"; Appendix B, "Standard Clauses for all NYSIF Contracts"; Appendix C, "Third Party Connection and Data Exchange Agreement (DCS Version)"; Appendix C, "Third Party Connection and Data Exchange Agreement (NYSIF Version)"; and Appendix D, "Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures," are not subject to negotiation.

In the case of a joint award, as envisioned in the RFP, if the Procuring Agencies determine that contract negotiations between the Procuring Agencies and the selected Offeror are unsuccessful because of material differences in key provision(s) as determined by the Procuring Agencies, the Procuring Agencies may invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing two separate stand-alone contracts. Scores will not be recalculated for any remaining Offerors, should contract negotiations between the Procuring Agencies and the selected Offeror be unsuccessful, excepting in a case where the reason for such failure is based on a determination, made subsequent to contract award, that the Offeror is non-responsive or non-responsible.

If NYSIF determines that contract negotiations between NYSIF and the selected Offeror are unsuccessful because of material differences in key provision(s) as determined by NYSIF, but the Department does **not** make the same determination and the Department is able to successfully negotiate a contract, then proposed contract award to the selected Offeror, as regards the

Department's respective components of the RFP, shall stand, however the proposed award as regards the NYSIF components of the RFP shall be withdrawn. If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful because of material differences in key provision(s) as determined by the Department, then contract negotiations between the Offeror and NYSIF shall be deemed unsuccessful, regardless of whether or not NYSIF and the Offeror's contract negotiations were otherwise successful, and a contract between NYSIF and the selected Offeror will be **not** be finalized or executed by NYSIF. In such case, the contract award shall be withdrawn and the Procuring Agencies may invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing two separate stand-alone contracts. Scores will not be recalculated for any remaining Offerors, should contract negotiations between the Department and the selected Offeror be unsuccessful, excepting in a case where the reason for such failure is based on a determination, made subsequent to contract award, that the Offeror is non-responsive or non-responsible.

Should NYSIF decide, at any point in time prior to contract award, to withdraw its respective components from the RFP and/or not make a contract award, then the Offerors' Proposals will be evaluated and scored accordingly as provided for in the Procurement's evaluation criteria.

If an Offeror is eliminated any time prior to contract award, and that Offeror had the highest Technical score and/or Cost score, the Procuring Agencies shall recalculate the applicable Cost and/or Technical Scores for each remaining Offeror in accordance with the methodologies set forth herein.

SECTION VII: CONTRACT PROVISIONS

AGREEMENT #C000XXX

THIS Agreement is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Alfred E. Smith State Office Building, Albany, NY, 12239 and ________________("Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at _______________, and collectively referred to as "the Parties."

WITNESSETH

WHEREAS, Civil Service Law Article XI requires the New York State Department of Civil Service to establish a health insurance plan for the benefit of State Employees, Retirees, and their Dependents, and for the benefit of Participating Employers' Employees, Retirees, and their Dependents; and

WHEREAS, Article XI requires the Department to purchase a contract or contracts to provide health benefits under the health insurance plan; and

WHEREAS, The Empire Plan Prescription Drug Program is administered by the President of the New York State Civil Service Commission, who also serves as the Commissioner of the DCS (President), subject to New York State laws and regulations including the Civil Service Law, the State Finance Law Article XI, and their respective implementing regulations; and

WHEREAS, on February 22, 2012, the Department of Civil Service issued a Request for Proposal (RFP) entitled, "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," to secure the services of a qualified organization to provide Program Services as defined in the RFP; and

WHEREAS, after thorough review and evaluation by the State of Proposals received in response to the RFP, the Contractor's Proposal was selected as representing the best value to the State; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver the Program Services, pursuant to the terms and conditions set forth in this Agreement;

THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITION OF TERMS

1.1.0 **Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

1.2.0 **Ancillary Charge** means the amount in addition to the applicable Copayment an Enrollee/ Dependent will pay when purchasing a Brand Drug if an A-rated or authorized generic equivalent is available in the market. The amount represents the difference to the Program between the Discounted Ingredient Cost of the dispensed Brand Drug and the Discounted Ingredient Cost of the available generic equivalent if it had been dispensed, not to exceed the actual cost of the drug.

1.3.0 **AWP** means the [source identified in Exhibit C, Contractor's Proposal, of this Agreement] AWP Price for the eleven (11) digit NDC of the drug dispensed as of the date the Prescription was filled, unless the Parties mutually agree in writing to utilize a different source for AWP information.

1.4.0 **Brand Drug** means a Prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among the manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition. For The Empire Plan and SEHP, the Contractor shall utilize the Department's approved process to replicate the results of the methodology used by the DCS Program as of January 1, 2014 for determining the appropriate classification of drugs consistent with this definition. The Excelsior Plan will utilize the Contractor's book of business PDL classification and tier placement for generic and brand name medications.

1.5.0 **Brand for Generic** means an additional feature of the Enhanced Flexible Formulary which allows a Brand-Name drug to be placed on the lowest copayment level and the new generic equivalent to be placed on the highest copayment level, or excluded, when advantageous to the DCS Program.

1.6.0 **Business Day(s)** means every Monday through Friday, except for days designated as business holidays by the Contractor and approved as such by DCS prior to January 1 of each Calendar Year.

1.7.0 **Business Holiday(s)** means days designated by the Contractor as business holidays and approved as such by the Department prior to January 1 of each Calendar Year.

1.8.0 **Calendar Year/Annual** means a period of 12 months beginning with January 1 and ending with December 31.

1.9.0 **Call Center Hours** means 24 hours a Day, 365 days a year.

1.10.0 **Child(ren)** means children under 26 years of age, including natural children, legally adopted children, children in a waiting period prior to finalization of adoption, Enrollee stepchildren, and children of the Enrollee's domestic partner. Other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation.

1.11.0 **Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s)** means a drug with two or more ingredients (solid, semi-solid, or liquid), at least one of which is a Covered Drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluents(s), ratios or amounts of product, therapeutic use, and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by the Program.

1.12.0 **Contractor** means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to Exhibit B, the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs" and who executes a contract with the Department to provide Program Services.

1.13.0 **Controlled Drug** means drugs designated by Federal Law or New York State law as a Class I, II, III, IV, or V substance. A Controlled Drug includes but is not limited to: some tranquilizers; stimulants; and pain medications.

1.14.0 **Copayment** means the amount the Enrollee/Dependent is required to pay for Covered Generic, Preferred and Non-Preferred Brand Drugs as specified by the benefit design of the DCS Program. The actual payment amount required from the Enrollee for a Prescription may not exceed the Ingredient Cost of the drug to the Plan after application of the Program's Lesser of Logic provision plus the applicable dispensing fee.

1.15.0 **Covered Drug(s)** means medically necessary Prescription drugs as defined in the Summary Plan Description, subject to all limitations and exclusions set forth therein.

1.16.0 **Day(s)** means calendar days unless otherwise noted.

1.17.0 **DCS or Department** means the New York State Department of Civil Service.

1.18.0 **DCS Program(s)/Plan** means the New York State Health Insurance Program's Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program, and the Student Employee Health Program (SEHP) Prescription Drug Program.

1.19.0 **DCS Program MAC List** means the Program's specific Maximum Allowable Cost (MAC) List managed by the Contractor to set the maximum price the DCS Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on The Empire Plan MAC List.

1.20.0 **Dedicated Call Center** means a group of Customer Service Representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the DCS Programs. The Customer Service Representatives are dedicated to the DCS Programs and do not work on any other accounts.

1.21.0 **Dependent** means the spouses, domestic partners, and children under twenty-six (26) years of age of an Enrollee. Young adult dependent children age twenty-six (26) or over are also eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the DCS Program.

1.22.0 **Dependent Survivor** means the unremarried spouse, dependent child, or domestic partner who has not acquired another domestic partner, of an Enrollee who died after having had at least ten (10) years of service, who were covered as dependents of the deceased Enrollee at the time of the Enrollee's death and who elect to continue coverage under NYSHIP following the three (3) month extended benefits period.

1.23.0 **Designated Specialty Pharmacy** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor to provide certain Specialty Drugs/Medications. All facilities must meet all legal and contractual requirements as set forth in the Agreement.

1.24.0 **Designated Specialty Pharmacy Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim for a Specialty Drug/Medication under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

1.25.0 **Designated Specialty Pharmacy Passive Edit** means a Network Pharmacy claims adjudication edit that will prompt processing of the claim at the Designated Specialty Pharmacy but will permit continued processing and coverage for a Specialty Drug/Medication at the Network Pharmacy under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

1.26.0 **Disabled Lives Benefit** means the benefits provided to an Enrollee/Dependent who is Totally Disabled on the date coverage ends. The benefits are provided on the same basis as if coverage had continued with no change until the day the Enrollee/Dependent is no longer Totally Disabled or for ninety (90) days after the date the coverage ended, whichever is earlier.

1.27.0 **Discounted Ingredient Cost(s)** means the cost to the Plan for a specific drug or drugs dispensed to an Enrollee after the Contractor has applied the appropriate discount exclusive of any associated dispensing fee(s), other costs, or Copayments.

1.28.0 **Employee** means any person defined as an Employee as defined in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.

1.29.0 **Employer** means the State of New York in all its branches, departments and agencies, and any Participating Employer or Participating Agency.

1.30.0 **Employer Group Waiver Plan (EGWP)** means a Medicare Part D program in which the Contractor contracts with the Center for Medicare and Medicaid Services directly to provide prescription drug benefits, replicating the current Empire Plan prescription drug benefit structure, for Medicare primary Enrollee/Dependents.

1.31.0 **Enhanced Flexible Formulary** means a Flexible Formulary Drug List which includes the ability to place drugs on the appropriate Copayment level based on their economic and therapeutic value, including placement of Brand Drugs on the lowest Copayment level and to exclude Generic Drugs or place them on a higher Copayment level.

1.32.0 **Enrollee** means an "Employee" or "Dependent" enrolled in the DCS Programs with prescription drug benefits.

1.33.0 **Enrollee Submitted Claim(s) or Subscriber Claims** means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.

1.34.0 **ET** means prevailing Eastern Time.

1.35.0 **Final Paid Claim** means a claim processed and paid by the Contractor for a Prescription drug provided to an Enrollee, including but not limited to, claims for Prescriptions filled at a retail Pharmacy or through the Mail Service Pharmacy Process or the Specialty Pharmacy Process. A claim that is denied prior to processing is not considered a Final Paid Claim. In addition, a claim that is processed and paid but is subsequently voided, reversed, or otherwise adjusted is not a Final Paid Claim. Zero balance claims are considered Final Paid Claims.

1.36.0 **First Fill** means an Enrollee's initial or very first dispensing of a Specialty Drug/Medication covered under The Empire Plan Specialty Pharmacy Program.

1.37.0 **Flexible Formulary Drug List** means a Preferred Drug List in which Brand Drugs may be assigned to different copayment levels based on value to the DCS Program and clinical judgment. In some cases, drugs may be excluded from coverage if a therapeutic alternative or over-the-counter drug is available.

1.38.0 **GCN** means Generic Code Number as assigned by First Data Bank.

1.39.0 **Generic Drug** means a prescription drug sold under its chemical name or drug sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug. The term Generic Drug shall include "authorized generics" marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug. Any drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of brand name biologic drugs, shall be classified as a Generic Drug. For The Empire Plan and SEHP, the contractor shall utilize the Department's approved process to replicate the results of the methodology used by the DCS Program as of January 1, 2012, for determining the appropriate classification of drugs. The Excelsior Plan will utilize the Contractor's book of business PDL classification and tier placement for generic and brand name medications.

1.41.0 **Grace Period for Specialty Drugs** means the period of time during which enrollees may receive one fill of a Specialty Drug/Medication at a Pharmacy other than the Designated Specialty Pharmacy.

1.42.0 **Guaranteed Discount(s)** means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand Drugs expressed as a percent off of AWP dispensed through the Mail Service Pharmacy Process. For Specialty Drug/Medications dispensed through the Specialty Pharmacy Program, Guaranteed Discounts means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand and Generic drugs expressed as a percent off of AWP.

1.43.0 **Guaranteed Maximum Dispensing Fee(s)** means the quoted dispensing fee(s) the Contractor guarantees that the actual average dispensing fee assessed under Pass Thru Pricing will not exceed. This Guaranteed Maximum Dispensing Fee(s) is applicable to the DCS Program for Generic, Brand, and Compound Drugs, calculated separately, for prescriptions dispensed by Retail Network Pharmacies.

1.44.0 **Guaranteed Minimum Discount(s)** means the guaranteed Ingredient Cost discount(s) as expressed as a percent off of the aggregate AWP and is applicable to Generic and Brand Drugs, separately, dispensed through Retail Pharmacy Network as well as Generic Drugs dispensed through the Mail Service Pharmacy Process.

1.45.0 **Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim.

1.46.0 **Ingredient Cost(s)** means the cost to the Plan for a specific drug, or drugs dispensed to an Enrollee exclusive of any associated dispensing fee(s), other costs, or Copayments through application of the Program's Lesser of Logic.

1.47.0 **Key Subcontractor** means those vendors with whom the Contractor subcontracts to provide DCS Program Services and incorporates as a part of the Contractor's Project Team.

1.48.0 **(Amended April 4, 2012)** **Limited Distribution Drug** means a Specialty Drug/Medication whose distribution is limited by the manufacturer to select Pharmacies and as a result of this restriction is not available to be dispensed from the Designated Specialty Pharmacy and/or Mail Service Pharmacy.

1.49.0 **Mail Service Pharmacy Process** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the mail or other home delivery service, excluding any drug eligible under the Specialty Pharmacy Process. For those DCS employee groups not participating in the Specialty Pharmacy Process, the Mail Service Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the mail or other home delivery service including any drug that could be classified as a Specialty Drug/Medication, or that require special preparation or handling, using one or more Mail Service Pharmacy Process Facilities or other entities approved as distribution channels for dispensing Limited Distribution Drugs to Enrollees through the Mail Service Pharmacy Process. Prescriptions are considered to be submitted through the Mail Service Pharmacy Process if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility. All Prescriptions filled through the Mail Service Pharmacy Process shall be processed in strict accordance with the provisions of this Agreement including all pricing provisions related to the Mail Service Pharmacy Process. Prescriptions dispensed through the Retail Pharmacy Network and delivered to the Enrollee through the mail shall not be considered to have been filled through the Mail Service Pharmacy Process provided the Enrollee or their Physician presented the Prescription directly to the dispensing Network Pharmacy. The Contractor or its Key Subcontractor will not refer an Enrollee or their Physician to a retail Pharmacy without also making the Enrollee aware of the Mail Service Pharmacy Process.

1.50.0 **Mail Service Pharmacy Process Facility(ies)** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor capable of being utilized by the Contractor in the Mail Service Pharmacy Process, including any mail service intake facility. For those DCS employee groups participating in the Specialty Pharmacy Process, the Designated Specialty Pharmacy is not considered a Mail Service Pharmacy Process Facility. All facilities must meet all legal and contractual requirements.

1.51.0 **Maximum Allowable Cost** means the maximum price the DCS Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the DCS Program MAC List managed by the Contractor.

1.52.0 **Medically Necessary Drug** means any drug which, as determined by the Contractor, is: (i) provided for the diagnosis or treatment of a medical condition; (ii) appropriate for the symptoms, diagnosis or treatment of a medical condition; (iii) within the standards of generally accepted health care practice; and (iv) not used for cosmetic purposes.

1.53.0 **Medical Professional(s)** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) licensed without limitation or restriction to practice medicine. For benefits provided in this Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

1.54.0 **Narrow Therapeutic Index (NTI) Drugs** means a drug that small variances in blood levels can cause changes in the effectiveness or toxicity of that drug.

1.55.0 **NDC** means the National Drug Code number assigned to a pharmaceutical product obtained by the manufacturer of the product through a U.S. Food and Drug Administration administered process.

1.56.0 **Network Pharmacy** means a Pharmacy, other than those Pharmacies meeting the definition of Mail Service Pharmacy Process Facilities or a Designated Specialty Pharmacy, which has entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees, including limited distribution or Specialty Drugs. The Contractor's records shall be conclusive as to whether a Pharmacy has a Network Pharmacy agreement in effect on the date a drug is dispensed.

1.57.0 **Non-Network Pharmacy** means any Pharmacy, other than a Network Pharmacy, a Mail Service Pharmacy Process Facility or a Designated Specialty Pharmacy, which has not entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees. The Plan has no obligation to pay the Pharmacy; the Enrollee must file a claim form with the Contractor in order to receive reimbursement for Covered Drugs.

1.58.0 **Non-Preferred Drug** means an FDA approved prescription drug that is covered by the DCS Program in accordance with the DCS Program Summary Plan Description, but is not included on the Contractor's and/or its Key Subcontractor's Preferred Drug List and will result in a higher drug Copayment for Enrollees.

1.59.0 **NYS** means New York State.

1.60.0 **NYSHIP** means the New York State Health Insurance Program.

1.61.0 **NYSIF** means the New York State Insurance Fund.

1.62.0 **Over-the-Counter Drug (OTC)** means a drug approved by the FDA, which has been determined to be safe and effective for use by the general public without a doctor's Prescription.

1.63.0 **Participating Agency (PA)** means any unit of local government such as school districts, special districts and district or municipal corporations which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

1.64.0 **Participating Employer (PE)** means a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

1.65.0 **Pass-through Pricing** means the DCS Program is charged the same Ingredient Cost and/or dispensing fee paid to the dispensing Network Pharmacy or Mail Service Pharmacy for the Generic, Brand, or Compound Drug dispensed.

1.66.0 **Pharmacist** means a person who is legally licensed to practice the profession of Pharmacy. He or she must regularly practice such profession within the scope of their license.

1.67.0 **Pharmacy or Pharmacies** means any establishment, which is registered as a Pharmacy with the appropriate State licensing agency or is a Veterans Affairs Hospital Pharmacy, and regularly dispenses medications that require a Prescription from a Physician.

1.68.0 **Pharmacy Benefit Services or Program Services** means all of the services to be provided by the Contractor as set forth in this RFP.

1.69.0 **Pharmacy Submitted Ingredient Cost or Pharmacy Submitted Pricing or Submitted Cost** means the value entered by the Pharmacy in field 409, 'Ingredient Cost Submitted' of Telecommunication Standard Version 5.1 issued by the National Council for Prescription Drug Programs, Inc. For purposes of adjudication of Compound claims the value shall be no more than the total AWP of all ingredients in the Compound.

1.70.0 **Pharma Revenue** means any and all revenues generated from agreements between pharmaceutical manufacturers and the Contractor, or any Affiliate or Key Subcontractor of the Contractor, which relate to DCS Program utilization and/or Pharmacy benefit management services provided under this Agreement. Such revenues include revenue described by any name, but not limited to, revenues described as: formulary rebates, market share rebates, administrative fees, AWP caps or by any other name.

1.71.0 **Physician** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.). He or she must be legally licensed without limitations or restrictions, to practice medicine. For benefits provided in this Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

1.72.0 **Plan/DCS Program** means the New York State Health Insurance Program's Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program and the Student Employee Health Program (SEHP) Prescription Drug Program.

1.73.0 **Plan Sponsor** means the Council on Employee Health Insurance, which is composed of the President of the Civil Service Commission, Director of the Governor's Office of Employee Relations, and the Director of the Division of Budget.

1.74.0 **Plan Year** means the period from January 1st to December 31st in each Plan Year, unless specified otherwise by the DCS.

1.75.0 **Preferred Brand Drug** means an FDA approved brand name prescription drug that is included on the Preferred Drug List developed by the Contractor for the DCS Program.

1.76.0 **Preferred Drug List or PDL** means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the Program. Unless otherwise specified, this definition applies to all three of The Empire Plan PDLs including: (1) the Traditional Empire Plan PDL (which applies to employee groups who have not agreed to implementation of a Flexible Formulary);

(2) Flexible Formulary Drug List; (3) Enhanced Flexible Formulary and the (4) Contractor's book of business PDL which applies to Enrollees/Dependents with Excelsior Plan benefits (Excelsior Plan PDL).

1.77.0 **Prescription/Prescription Order** means the written or oral request for drugs issued by a Physician duly licensed to make such a request in the ordinary course of his or her professional practice. This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.

1.78.0 **President** means the President of the Civil Service Commission and the Commissioner of the DCS.

1.79.0 **Program Services or Pharmacy Benefit Services** means all of the services to be provided by the Contractor as set forth in this Agreement.

1.80.0 **Program Team** means the Contractor and those Key Subcontractors, if any, utilized by the Contractor who collectively undertake and perform the Program Services which are the subject of the Agreement.

1.81.0 **Proposal** means the Contractor's Administrative Proposal, Technical Proposal and Cost Proposal, including all responses to supplemental requests for clarification, information, or documentation, submitted during the course of the Procurement.

1.82.0 **Regulations of the President of the New York State Civil Service Commission** means those regulations promulgated by the President of the Civil Service Commission under the authority of

Civil Service Law, Article XI, as amended, and including, but not limited to those regulations to be promulgated as 4 New York Code of Rules and Regulations (NYCRR) Part 73.

1.83.0 **Renewal Date** means January 1, 2015, and annually thereafter up to and including January 1, 2018.

1.84.0 **Retail Pharmacy Network** means the Contractor's credentialed network of participating independent, chain Pharmacies, and specialty Pharmacies contracted to deliver services to Enrollees.

1.85.0 **Retiree** means any person defined as a Retiree pursuant to the terms of 4 NYCRR Part 73, as amended.

1.86.0 **RFP or Procurement** means the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs."

1.87.0 **Specialty Drugs/Medications** means drugs that treat rare disease states; drugs requiring special handling, special administration, or intensive patient monitoring/testing; biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or, other drugs used to treat patients with chronic or life threatening diseases identified as specialty medications through the mutual agreement of the parties.

1.88.0 **Specialty Pharmacy Process** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the Designated Specialty Pharmacy or a Limited Distribution Drug Pharmacy, for those employee groups participating in the specialty pharmacy benefit. Prescriptions are considered to be submitted through the Specialty Pharmacy Process if they are a Limited Distribution Drug submitted directly to the Limited Distribution Drug Pharmacy, or if they are a Specialty Drug/Medication submitted directly to the Designated Specialty Pharmacy, by phone, fax, internet, e-prescribing or mail. All Prescriptions filled through the Specialty Pharmacy Process shall be processed in strict accordance with the provisions of the contract to be agreed upon by the Department and the Contractor.

1.89.0 **State** means the DCS acting in its statutory authority as the administrator of NYSHIP's Empire Plan Prescription Drug Program.

1.90.0 **Summary Plan Description(s) SPD** means the document(s) issued pursuant to and attached by reference to the Agreement. The SPD is issued to Enrollees and describes DCS Program benefits. The SPD includes the initial SPD and amendments, if any.

1.91.0 **Therapeutically Equivalent** means drugs that can be expected to produce essentially the same therapeutic outcome and toxicity.

1.92.0 **Traditional Preferred Drug List** means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the employee groups who have not agreed to implementation of the Flexible Formulary Drug List.

1.93.0 **Usual and Customary (U&C)** means the retail price charged to the general public as submitted by the dispensing Pharmacy during claims processing.

1.94.0 **Vestee** means a former Employee who is entitled to continue benefits under NYSHIP because he/she has met all the requirements for NYSHIP coverage as a Retiree, except for age eligibility for pension, at the time employment terminates.

ARTICLE II: AGREEMENT DURATION AND AMENDMENTS

2.1.0 This Agreement shall be subject to and effective upon the approval of the New York State Attorney General's Office ("AG") and the NYS Office of the State Comptroller ("OSC"). The term of the Agreement shall include an implementation period followed by five (5) years of Program Services. It is the Department's intent that this implementation period shall begin on or around October 1, 2012, upon OSC approval of the Agreement, with all other contractual responsibilities to begin on January 1, 2014, through and including December 31, 2018, and subject to the termination provisions contained herein.

2.2.0 The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the AG and the OSC.

2.3.0 Upon termination of this Agreement the DCS shall have the right to award a new contract to another Contractor.

ARTICLE III: INTEGRATION

3.1.0 This Agreement, including all Exhibits, copies of which are attached hereto and incorporated by reference, constitutes the entire Agreement between the Parties. All prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby.

3.2.0 All statements made by the DCS shall be deemed to be representations and not warranties.

ARTICLE IV: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE

4.1.0 The Agreement consists of:

4.1.1 The body of the Agreement (that portion preceding the signatures of the Parties in execution), and any amendments thereto;

4.1.2 Appendix A – Standard Clauses for All New York State Contracts;

4.1.3 Appendix B – Standard Clauses for All DCS Contracts;

4.1.4 Appendix C – Third Party Connection and Data Sharing Agreement;

4.1.5 Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures;

4.1.6 The following Exhibits attached and incorporated by reference to the body of the Agreement:

4.1.6a Exhibit A: which includes: the MacBride Act Statement; and the Non-Collusive Bidding Certification;

4.1.6b Exhibit B: the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;

4.1.6c Exhibit C: the Contractor's Proposal; and, Exhibit C-1: the official transcript of the Management Interview, and related materials clarifying the Contractor's Proposal;

4.1.6d Exhibit D: the Summary Plan Descriptions; and

4.1.6e Exhibit E: Specialty Pharmacy Program Dispensing Fees.

4.1.7 In the event of any inconsistency in, or conflict among, the document elements of the Agreement identified above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

4.1.7a First, Appendix A – Standard Clauses for All New York State Contracts;

4.1.7b Second, Appendix B – Standard Clauses for All Department of Civil Service Contracts;

4.1.7c Third, Appendix C –Third Party Data Connection and Data Exchange Agreement;

4.1.7d Fourth, Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures;

4.1.7e Fifth, any Amendments to the body of the Agreement;

4.1.7f Sixth, the body of the Agreement;

4.1.7g Seventh, Exhibit B, the Request for Proposals entitled “Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers’ Compensation Prescription Drug Programs,” and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;

4.1.7h Eighth, Exhibit C: the Contractor's Proposal; and, Exhibit C-1: the official transcript of the Management Interview and related materials clarifying the Contractor’s Proposal; and

4.1.7i Ninth, Exhibit D, the Summary Plan Description and Benefit Summaries and Exhibit E, Specialty Pharmacy Program Dispensing Fees;

4.2.0 The terms, provisions, representations and warranties contained in the Agreement shall survive performance hereunder.

ARTICLE V: LEGAL AUTHORITY TO PERFORM

5.1.0 Contractor agrees that it shall perform its obligations under this Agreement in accordance with all applicable federal and NYS laws, rules and regulations, policies and/or guidelines now or hereafter in effect, including but not limited to the requirements set forth in Chapter 56 of the Laws of 2010.

5.2.0 The Contractor shall maintain appropriate corporate and/or legal authority, which shall include but is not limited to the maintenance of an administrative organization capable of delivering the Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Program Services are to be delivered.

5.3.0 The Contractor shall provide the Department with immediate notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement, or which may affect the performance of Contractor's duties under the Agreement.

ARTICLE VI: PROGRAM SERVICES

6.1.0 The Contractor shall provide all of the Program Services as set forth herein this Article VI of the Agreement for the entire term of the Agreement pursuant to the Summary Plan Description(s) incorporated into this Agreement as Exhibit D. All Program Services shall be provided in accordance with the New York State Civil Service Law and its implementing regulations, and other NYS and Federal Law as may be applicable. In addition, the Contractor shall deliver the Program Services in such a manner so as to comply with all provisions of this Agreement. The Contractor may provide certain services through Key Subcontracts with the prior review and approval of DCS. Each subcontract entered into with a corporate entity separate from the Contractor for the purpose of delivering Program Services must be maintained throughout the term of the Agreement unless such change is approved in writing by DCS. All Key Subcontracts shall expressly name the State of New York, through the Department, as the sole intended beneficiary of any such Key Subcontract. The Contractor must maintain significant financial, legal, and audit oversight of any of its Key Subcontractors. The Contractor remains fully responsible for all services and actions performed under this Agreement. The Contractor shall submit all Key Subcontracts to DCS for its approval. The Contractor shall submit all such Key Subcontracts with no redactions to the Department before execution for its review and approval. **(Note: Costs/Fees for all services required under this Agreement shall be included in the Contractor's Claims Administrative Fee).**

6.2.0 Implementation

6.2.1 The Agreement includes an implementation period beginning on or around October 1, 2012, upon approval of the Agreement by OSC. During the implementation period, the Contractor must undertake and complete all implementation activities, including but not limited to those specific activities set forth in the Implementation and Start-up Guarantee Section 7.1.0 of the Agreement. Such implementation activities must be complete no later than December 31, 2013 so that the DCS Program is fully operational on January 1, 2014.

6.3.0 Account Team

6.3.1 The Contractor must maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the DCS Program during implementation and operation.

6.3.1a The account team must be comprised of qualified and experienced individuals who are acceptable to the Department and who are responsible for ensuring that the operational, clinical and financial resources are in place to operate the DCS Program in an efficient manner;

6.3.1b The Contractor must ensure that there is a process in place for the account team to gain immediate access to appropriate corporate resources and senior management necessary to meet all DCS Program requirements and to address any issues that may arise during the performance of the Agreement.

6.3.2 The Contractor's dedicated account team must be experienced, accessible (preferably in the New York State Capital Region district) and sufficiently staffed to:

6.3.2a provide timely responses (within 1 to 2 Business Days) to administrative and clinical concerns and inquiries posed by the Department or other staff on behalf of the Council of Employee Health Insurance, or union representatives regarding member-specific claims issues for the duration of the Agreement to the satisfaction of the Department; and

6.3.2b immediately notify the Department in writing of actual or anticipated events impacting DCS Program costs and/or delivery of services to DCS Program Enrollees (for example, drug recalls and withdrawals, class action settlements, and operational issues).

6.3.3 The Contractor's dedicated account team must ensure that the DCS Program is in compliance with all legislative and statutory requirements. If the Contractor is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately. The Contractor is required to work with the Department to develop accurate Summary Plan Descriptions (SPDs) and/or DCS Program Material.

6.4.0 **Premium Development Services:** The Contractor is responsible for assisting and supporting the Department with all aspects of premium rate development, including, but not limited to:

6.4.1 Providing a team of qualified and experienced individuals who are acceptable to the Department and who will assist and support the Department in developing premium rates consistent with the financial interests and goals of the DCS Program and the State;

6.4.2 Development of claim, trend and administrative fee projections for each DCS Program Year. Analysis of all DCS Program components impacting the DCS Program cost shall be performed including, but not limited to claims, trend factors, administrative fees, projected Pharma Revenue, changes in enrollment, changes in the Specialty Pharmacy Drug list, as well as changes in the formularies including The Empire Plan's Specialty Drug list, Flexible Formularies and the Traditional PDL; and

6.4.3 Working with the Department and its contracted actuarial consultant through the annual rate renewal process to further document and explain a premium rate recommendation. This process includes presenting the premium rate recommendation to staff of the Department, Division of the Budget and GOER.

6.5.0 **Customer Service:** The Contractor is responsible for all customer support and services including, but not limited to:

6.5.1 Providing Enrollees access to information on all Prescription drug benefits and services related to The Empire Plan, Excelsior Plan, and SEHP through the Empire Plan

consolidated toll-free number 24 hours a day 365 Days a year. The Empire Plan consolidated toll-free telephone service is provided through the AT&T voice network services under a contract with The Empire Plan's Medical Insurer and is available to callers 24 hours a Day, 365 Days a year. The contractor is required to establish and maintain a transfer connection (currently an AT&T T-1 line), including a back-up system which will transfer calls to the contractor's line at their customer service site. The Contractor is required to sign a shared service agreement with The Empire Plan's Medical Insurer currently UnitedHealthcare and AT&T. In addition, the Contractor is also required to provide 24 hours a day 365 Days a year access to a TTY number for callers utilizing a TTY device because of a hearing or speech disability. The TTY number must provide the same level of access to customer service as required by Section 6.5.0 of this Agreement;

6.5.2 Maintaining a ~~Dedicated~~ ~~C~~call ~~C~~center(s) located in the United States staffed by fully trained customer service representatives and supervisors available 24 hours a day 365 Days a year. The Contractor must maintain a Dedicated Call Center for the Program between the hours of 7:00am and 7:00pm ET. During off hours, calls may be routed to a designated call center(s) located in the United States staffed by fully trained customer service representatives and supervisors. The ~~Dedicated~~ ~~C~~call ~~C~~center(s) must also provide immediate access to Pharmacist(s) 24 hours a day 365 days a year. The ~~Dedicated~~ ~~C~~call ~~C~~center(s) must meet the Contractor's proposed customer service telephone guarantees set forth in Section 7.7.0 of this Agreement.

6.5.3 Customer service staff must use an integrated system to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type, and all customer service actions and resolutions.

6.5.4 Customer service representatives must be trained and capable of responding to a wide range of questions, complaints and inquiries including but not limited to: DCS Program benefit levels, refills, order status, prices and billing, point of service issues, prior authorization, eligibility, generic appeals, Mail Service Pharmacy Process, Specialty Pharmacy Process services, and Flexible Formulary and Preferred Drug List alternatives.

6.5.5 Maintaining a backup customer service staff located in the United States with DCS Program-specific training to handle any overflow when the dedicated customer service

center is unable to meet the Contractor's customer service performance guarantees as set forth in Section 7.7.0 of this Agreement. This back-up system would also be utilized in the event the primary customer service center becomes unavailable; and

6.5.6 Maintaining and timely updating a secure online customized website accessible by Enrollees, which is available 24 hours a Day, 7 Days a week, except for regularly scheduled maintenance, which will provide, at a minimum, access to information regarding: DCS Program benefits, Network Pharmacy locations, eligibility, mail service order status, Copayment information, claim status, comparative price check functionality, Prescription drug history for both retail and mail claims, and the Flexible Formulary and Preferred Drug Lists (including alternatives for Non-Preferred Brand Name and excluded drugs). The Department shall be notified of all regularly scheduled maintenance at least one Business day prior to such maintenance being performed. The Contractor must establish a dedicated link to the customized website for the DCS Program from the Department's website with content subject to the approval of the Department and limited to information that pertains to the DCS Program. Any links should bring a viewer back to the Department website. No other links are permitted without the written approval of the Department. Access to the online Network Pharmacy locator must be available to Enrollees without requiring them to register on the website. Any costs associated with customizing and updating the website or establishing a dedicated link for the DCS Program shall be borne by the Contractor. Also, the Contractor shall fully cooperate with any Department initiatives to use new technologies, processes, and methods to improve the efficiencies of the customized website including development of an integrated Enrollee portal;

6.6.0 **<u>Medicare Part D – Employer Group Waiver Plan PDP</u>**

The Offeror will be responsible for implementing and administering a Center for Medicare and Medicaid Services (CMS) approved and compliant Employer Group Waiver Plan (EGWP) and Medicare D supplemental wrap around (wrap) Prescription Drug Plan (PDP) for the Empire Plan's Medicare-eligible retirees beginning on January 1, 2014. Such services shall include at least the following tasks and such other tasks as may be added in guidance and further regulation by CMS:

6.6.1 Disclosing to CMS, on a timely basis and on behalf of the DCS Program, any filings, applications, reports, formularies, and other DCS Program material necessary for the Department to comply with the requirements of an "800-series" Medicare PDP Employer Group Waiver Plan (EGWP), plus Medicare D supplemental wrap;

6.6.2 Fully supporting the Program with all operational aspects of a fully compliant Medicare PDP EGWP plus Medicare D supplemental wrap, including but not limited to:

6.6.2a Medicare PDP EGWP Premium Development;

6.6.1b Enrollment;

6.6.1c Enrollee Opt Out Process;

6.6.1d Health Insurance Claim Number (HICN) administration;

6.6.1e Formulary management;

6.6.1f Issuing of Medicare PDP EGWP member identification cards;

6.6.1g Member Communications, including required explanation of benefits statements;

6.6.1h Claims Processing;

6.6.1i Administration of a Medicare D supplemental wrap with the goal of providing Medicare primary Enrollees with a prescription drug benefit replicating as closely as possible the prescription drug benefit design for non-Medicare primary retirees in the Empire Plan; and,

6.6.1j Timely administration of catastrophe re-insurance claims.

6.6.3 Prepare timely reconciliations of administrative fees, forecast versus incurred prescription drug claims, CMS (Part D) capitated and reinsurance fees, CMS enrollee low-income subsidy payments and pharmacy rebates. The Contractor must provide such records and reports in a manner, form, and timeliness acceptable to the Department;

6.6.4 Promptly credit the Department for all CMS premium subsidy payments and all pharmacy rebates received by the Contractor under the Medicare PDP EGWP, plus Medicare D supplemental wrap.

6.6.5 The Department acknowledges and agrees that it shall be responsible solely (1) for providing creditable coverage notices required with respect to the EGWP; and (2) for determining whether enrolled individuals are qualifying covered retirees. The Contractor will work with the Department to obtain HICNs for all eligible Medicare-primary members enrolled in the EGWP;

6.6.6 The Contractor acknowledges that the information furnished in connection with the administration of the Medicare PDP EGWP is being provided to obtain federal funds. The Contractor shall require all sub-contractors, including any plan administrators, if applicable, that submit information required by CMS to obtain any subsidies or payments on behalf of the DCS Program to acknowledge that information provided in connection with the key subcontract is used for the purpose of obtaining federal funds; and

6.6.7 The Contractor acknowledges that its provision of services pursuant to this section of this Agreement is subject to audit and evaluation by the U.S. Department of Health and Human Services pursuant to 42 CFR Subpart R or other authority as may be cited by the federal government, as well as by the State of New York pursuant to Appendix A and Appendix B of this Agreement. The Contractor shall comply with any record retention requirements required pursuant to 42 CFR SubPart R in this regard.

6.6.8 The Contractor is required to act as consultant to the Department in analyzing its experience with the Medicare PDP EGWP, and recommending as well as implementing other permitted options under Medicare Part D which may be of advantage to the Department, agencies participating in NYSHIP and NYSHIP Enrollees; and

6.6.9 Upon finalization of a subrogation process by CMS, the Contractor will be required to identify and recover claim payments made by the DCS Program from other plans that should have been the primary payor.

6.7.0 <u>Enrollee Communication Support</u>

6.7.1 All Enrollee communications developed by the Contractor are subject to Department review and prior written approval, including but not limited to any regular standardized direct communication with Enrollees or their Physicians in connection with Enrollee drug utilization or the processing of Enrollee claims, either through mail, e-mail, fax or

telephone. The Department in its sole discretion reserves the right to require any change it deems necessary.

6.7.2 The Contractor will be responsible for providing Enrollee communication support and services to the Department including, but not limited to:

6.7.2a Developing language describing the DCS Program for inclusion in the NYSHIP General Information Book and Empire Plan Summary Plan Description, subject to the Department's review and approval;

6.7.2b Developing articles for inclusion in Empire Plan Reports and other publications on an "as needed" basis, detailing DCS Program benefit features and/or highlighting trends in drug utilization;

6.7.2c Timely reviewing and commenting on proposed Empire Plan communication material developed by the Department;

6.7.3 Upon request, subject to the approval of DCS, on an "as needed" basis, the Contractor agrees to provide staff to attend Health Benefit Fairs, select conferences, and benefit design information sessions, etc. in NYS and elsewhere in the United States. The Contractor agrees that the costs associated with these services are included in the Contractor's Claim Administration Fee.

6.7.4 The Contractor must work with the Department to develop appropriate customized forms and letters for the DCS Program, including but not limited to mail order forms, Enrollee claim forms, prior authorization letters, generic appeal letters, Flexible Formulary and Preferred Drug List, disruption letters, etc. All such communications must be approved by the Department.

6.8.0 **Enrollment Management:** The Contractor is responsible for the maintenance of an accurate, complete, and up-to-date enrollment file based on information provided by the Department. This enrollment file shall be used by the Contractor to process retail, mail order and specialty pharmacy claims, provide customer service, identify individuals in the enrollment file who are enrolled in the EGWP or another Medicare Part D plan, and produce management reports and data files. The Contractor is required to provide enrollment management services including but not limited to:

6.8.1 **Initial testing**

6.8.1a Performing an initial enrollment load to commence upon receipt from the Department during DCS Program implementation. The file may be EDI Benefit Enrollment and Maintenance Transaction set 834(ANSI x.12 834 standard either 834 (4010x095A1) or 834 (005010x220)) or a custom file format. The determination will be made by the Department;

6.8.1b Testing to determine if the enrollment file and enrollment transactions loaded correctly and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The Contractor must submit enrollment test files to the Department for auditing, provide the Department with secure, online access required to ensure accurate loading of DCS Program enrollment data, and promptly correct any identified issues to the satisfaction of the Department;

6.8.2 Providing an enrollment system capable of receiving secure enrollment transactions (Monday through Friday) and having all transactions fully loaded to the claims processing system within twenty-four (24) hours of release of a retrievable file by the Department. The Contractor must immediately notify the Department of any delay in loading enrollment transactions. In the event the Contractor experiences a delay due to the quality of the data supplied by the Department, the Contractor must immediately load all records received (that meet the quality standards for loading) within twenty-four (24) hours of their release, as required. The Department will release enrollment changes to the Contractor in an electronic format daily (Monday through Friday). On occasion, the Department will release more than one enrollment file within a 24-hour period. The Contractor must be capable of loading both files within the twenty-four (24) hour performance standard. The format of these transactions will be in an EDI Benefit Enrollment and Maintenance transaction set, utilizing an ANSI x.12 834 transaction set in the format specified by the Department. The Contractor must also have the capability to receive alternate identification numbers and any special update files from the Department containing eligibility additions and deletions, including emergency updates, if required;

6.8.3 Ensuring the security of all enrollment information as well as the security of a HIPAA compliant computer system in order to protect the confidentiality of Enrollee/Dependent data contained in the enrollment file. Any transfers of enrollment data within the Contractor's system or to external parties must be completed via a secured process;

6.8.4 Providing a back-up system or have a process in place where, if enrollment information is unavailable or not current at the point of service, Enrollees can obtain Prescriptions without interruption, at the point of service. Short fill policies should be included in the Pharmacy Provider manual;

6.8.5 Cooperating fully with any Department initiatives to use new technologies, processes, and methods to improve the efficiencies of maintaining enrollment data including any enrollment file conformance testing requested during the course of this Agreement;

6.8.6 Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Contractor's staff with access to current DCS Program enrollment information. Contractor's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 am to 5:00 pm, with the exception of NYS holidays as indicated on the Department's website;

6.8.7 Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Child Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a NYS agency to the extent assigned the child's rights, may file claims and the Contractor must make payment for covered benefits or reimbursement directly to such party. A Contractor will be required to store this information in their system so that any claim payments or any other plan communication distributed by the Contractor, including access to information on the Contractor's website would go to the person designated in the QMCSO;

6.8.8 Ability to manually load/correct an enrollment record and to contact the Pharmacy to allow the adjudication of a Prescription in an urgent or emergency situation.

6.9.0 **Reporting:** The Contractor is responsible for accurate reporting services including, but not limited to:

6.9.1 Ensuring that all financial reports including cycle claim reports are generated from amounts billed to the Program, and tie to the quarterly and annual financial experience reports, and Rebate reports;

6.9.2 Developing, in conjunction with DCS, standard electronic management, financial, and utilization reports required by DCS for its use in the review, management, monitoring and analysis of the DCS Program. These reports must tie to the amounts billed to the DCS Program. The final format of reports is subject to DCS review and approval;

6.9.3 Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department. This includes, but is not limited to, reports and data files listed in Article XVI of this Agreement;

6.9.4 Providing direct, secure access to the Contractor's claims system and any online and web-based reporting tools to the Department's offices;

6.9.5 Providing Ad Hoc Reports and other data analysis at no additional cost. The exact format, frequency, and due dates for such reports shall be specified by the Department. Information required in the Ad Hoc Reports may include but is not limited to providing:

6.9.5a Forecasting and trend analysis data;
6.9.5b Data necessary to track drug pricing;
6.9.5c Utilization data on the Mail Order Pharmacy and the Special Pharmacy Program;
6.9.5d Utilization review savings;
6.9.5e Benefit design modeling analysis;
6.9.5f Reports to meet clinical program review needs;
6.9.5g Reports segregating claims experience for specific populations; and
6.9.5h Reports to monitor Agreement compliance.

6.10.0 **Consulting:** The Contractor is responsible for providing advice and recommendations regarding the DCS Program. Such responsibility shall include, but not be limited to:

6.10.1 Informing the State in a timely manner concerning such matters as cost containment strategies, new drugs, conversion from Brand Drugs to Generic Drugs and how it will impact cost, Flexible Formulary and Preferred Drug List configuration, technological

improvements, e-prescribing, Pharmacy innovations, and State/Federal legislation (i.e., Medicare, Prescription drug mandates, etc.) that may affect the DCS Program. The Contractor must provide information and recommendations to the Department on Flexible Formulary or Preferred Drug List (PDL) placement of new generic and biological therapies prior to release into the marketplace to the extent such information is available in the public realm. The Contractor must also make available to the State one or more members of the clinical or account management team to discuss the implications of these new trends and developments. The Department is not under any obligation to act on such advice or recommendation; and

6.10.2 Assisting the State with recommendations and evaluation of proposed benefit design changes and implementing any changes necessary to accommodate DCS Program modifications resulting from collective bargaining, legislation, or within the statutory discretion of the State. Recommendations must include a preliminary analysis of all associated costs, a clinical evaluation, and the anticipated impact of proposed DCS Program modifications and contemplated benefit design changes on Enrollees.
In the event of a design change and the Contractor requests any change in compensation such change will be in accordance with Article VIII of this Agreement.

6.11.0 <u>Network Management</u>

6.11.1 <u>Retail Pharmacy Network</u>

6.11.1a The Contractor must maintain a credentialed and contracted Retail Pharmacy Network that meets or exceeds the DCS Program's minimum access standards throughout the term of the Agreement.

6.11.1b The DCS Program requires the Contractor have available to Enrollees on January 1, 2014 the Retail Pharmacy Network it proposed in Exhibit C, Contractor's Proposal, of this Agreement, in accordance with the requirements set forth in Section 7.4.0 guaranteeing effective implementation of their Retail Pharmacy Network.

6.11.1c The Contractor is required to include Independent Pharmacies in its Retail Pharmacy Network. In developing its Retail Pharmacy Network, the Contractor is expected to use its best efforts to substantially maintain the composition of

independent Network Pharmacies included in the Programs' current Retail Pharmacy Network provided such Pharmacies meet the requirements of Sections 6.11.2 and 6.11.3 of this Agreement, and are willing to accept the proposed aggressive reimbursement rates.

6.11.1d The Contractor shall include in its Retail Pharmacy Network any Pharmacy(ies) upon the Department's request, where such inclusion is deemed necessary by the Department to meet the needs of Enrollees even if not otherwise necessary to meet the minimum access guarantees in Section 7.4.0 of this Agreement.

6.11.1e Any changes made by NYSIF to the scope of its Agreement with the Contractor for Prescription Drug Program Services after execution of this Agreement, including but not limited to the request to include any individual independent Network Pharmacy(ies), shall have no impact on this Agreement or cost thereunder, unless the change is agreed to by the Department.

6.11.1f The Contractor must effectively communicate the content (including any subsequent changes) and requirements of the Program's Flexible Formulary and Preferred Drug Lists to their Retail Pharmacy Network.

6.11.1g Prior to January 1, 2014, the Contractor must ensure that their Network Pharmacies have the correct claim identification information (i.e. RX BIN #, RXPCN, RXGRP, effective date, phone number for questions, etc.) to facilitate accurate claims submission and uninterrupted access for DCS Program Enrollees.

6.11.1h The Contractor must establish a process to provide Enrollees with access to Limited Distribution Drugs through the Retail Pharmacy Network.

6.11.2 <u>Pharmacy Credentialing</u>

6.11.2a The Contractor must ensure its Retail Pharmacy Network is credentialed in accordance with all applicable federal and state laws, rules and regulations.

6.11.2b The Contractor must credential Pharmacies in a timely manner and shall have an effective process by which to confirm Network Pharmacies continuing compliance with credentialing standards.

6.11.2c The Contractor must maintain credentialing records and make them available for review by the Department upon request.

6.11.3 **Pharmacy Contracting:** The Contractor is responsible for providing Pharmacy contracting services including, but not limited to:

6.11.3a Ensuring that all Network Pharmacies contractually agree to and comply with all of the DCS Program's requirements and benefit design specifications;

6.11.3b Ensuring all Network Pharmacy contracts include a provision for prohibiting the use of pharmacy manufacturer coupons that reduce or waive Enrollee Copayments;

6.11.3c Recruiting licensed Pharmacies affiliated with home care agencies that are participating providers under the Empire Plan's Home Care Advocacy Program administered by the Empire Plan's medical carrier, as may be updated throughout the term of the Agreement;

6.11.3d Ensuring that Network Pharmacies accept as payment-in-full, the Contractor's reimbursement for all claims processed based on the DCS Program's Lesser of Logic, as set forth in Section 12.6.0 of this Agreement;

6.11.3e Notifying the Department in writing of any plan to renegotiate the financial terms of any Network Pharmacy contract utilized by the DCS Program for any Pharmacy that is located in the State of New York, or for any such Pharmacy located outside NYS that accounts for more than 0.25% of total DCS Program final paid claim Ingredient Costs;

6.11.3f Notifying the Department in writing within 1 (one) Business day of any changes to contracts with Retail Pharmacy Network chain Pharmacies or independent

Pharmacies negotiating collectively with the Contractor, including but not limited to, those identified as participating in the Contractor's network;

6.11.3g Upon the request of the Department, resoliciting the entire Pharmacy Network to obtain more aggressive reimbursement rates that would pass-through to the DCS Program in exchange for a smaller, select network that meets proposed access guarantees, as modified; and

6.11.3h Committing to administering Pharmacy contracts consistent with all representations made in the Contractor's cost proposal, including all representations regarding the administration of generic pricing and maintenance of MAC list(s).

6.11.4 **Pharmacy Audit:** The Contractor must have a staffed audit unit employing a comprehensive Pharmacy audit program that includes, but is not limited to:

6.11.4a Providing ample audit resources including access to the Contractor's on-line claims processing system to the Department and the Office of the State Comptroller (OSC) at their respective offices through the date of the final financial settlement of the Agreement;

6.11.4b Providing Department with access and monthly updates to the Prescription Drug industry pricing source material (e.g. Red Book, Medispan, other) that the Contractor will be utilizing for the Program;

6.11.4c Conducting routine and targeted on-site audits of Network Pharmacies, the Mail Service Pharmacy and the Specialty Pharmacy(ies). Pharmacies that deviate significantly from patterns of dispensing in terms of cost, drug selection, overrides, Days supply or utilization are to be identified and targeted for on-site and desk audits in accordance with established selection and screening criteria. On-site audits must also be conducted upon request by the Department, or when information is received by the Contractor that indicates a pattern of conduct by a Pharmacy that is not consistent with the DCS Program's design and objectives. Periodic, on-site audits must be conducted at least once during the course of the five (5) year resultant Agreement for Pharmacies that fall into the top fifty (50)

in terms of total dollar spend for the DCS Program. Any modifications to the proposed Pharmacy audit programs must receive prior approval by the Department;

6.11.4d Providing reports to the Department detailing audits planned, audits initiated, audits in progress, audits completed, audit findings, audit recoveries, and any other enforcement action by the Contractor. The Contractor must inform the Department in writing of any allegation or other indication of potential fraud and abuse identified within seven (7) Business Days of such allegations or identification. The Department must be fully informed of all fraud and abuse investigations impacting the DCS Program upon commencement regardless of whether the individual fraud and abuse investigation has a material financial impact to the State;

6.11.4e The Contractor must maintain the capability and contractual right to effectively audit the DCS Program's Retail Pharmacy Network, including the use of statistical sampling audit techniques and the extrapolation of errors;

6.11.4f Agreement to fully cooperate with all Department and/or OSC audits consistent with the requirements of Appendices A and B as set forth in this Agreement, including provision of access to protected health information and all other confidential information when required for audit purposes as determined by the Department and OSC as appropriate. The Contractor must respond to all State audit requests for information and/or clarification within fifteen (15) Business Days. The Contractor must perform timely reviews and respond in a time period specified by the Department to preliminary findings submitted by the Department and the Comptroller's audit unit in accordance with the requirements of Article XIX, "Audit Authority." Such audits may include, but are not limited to: mail order claims; Enrollee submitted paper claims; and on-line Pharmacy claims. Use of statistical sampling of claims and extrapolation of findings resulting from such samples shall be acceptable techniques for identifying claims errors. The selected Contractor shall facilitate audits of network pharmacies as requested by the Department and/or OSC;

6.11.4g Remitting 100% of pharmacy audit recoveries to the DCS Program within thirty (30) Days upon final audit determination consistent with the process specified in Article XV "Payments/(Credits) to/from the Contractor" and Appendix B of this Agreement;

6.11.4h Utilizing the auditing tools and performance measures proposed by the Contractor to identify fraud and abuse by Network Pharmacies and/or Enrollees; and,

6.11.4i Permitting the Department or a designated third party to audit pharmacy bills and drug company revenues.

6.12.0 **Mail Service Pharmacy Process:** The Contractor must provide all aspects of Mail Service Pharmacy Process. Such responsibility shall include, but not be limited to:

6.12.1 Having a fully staffed and fully operational Mail Service Pharmacy Process throughout the term of the Agreement, utilizing one or more Mail Service Pharmacy Process Facilities meeting all New York State legal requirements. The Mail Service Pharmacy Process must be capable of dispensing all covered, FDA approved medications including any drug that could be classified as Specialty Drugs/Medications or requires special preparation or handling for up to a 90 day supply. Contractor must establish a process to provide Enrollees with access to Limited Distribution Drugs placing no additional steps or burdens on the Enrollee. Prescriptions are considered to be "submitted through the Mail Service Process" if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility, regardless of how the Prescription is filled. All covered Prescriptions, except for Limited Distribution Drugs, submitted through the Mail Service Pharmacy Process or through a Mail Service Pharmacy Process Facility shall be charged to the DCS Program based on the Contractor's mail service pricing terms and dispensing fees (if any) applicable to Brand name, Generic, and Compound Drug claims as set forth in Article XII, "DCS Program Claims Reimbursement" of this Agreement, including Specialty Drugs/Medications for certain enrollees. Limited Distribution Drugs submitted through the Mail Service Pharmacy Process shall be charged to the DCS Program based on the Contractor's Retail Network pricing terms and dispensing fees (if any) applicable to Brand Name, Generic and Compound Drug claims as set forth in Article XII, "DCS Program Claims Reimbursement" of this Agreement. The

Mail Service Pharmacy Process shall apply the same DCS Program benefit design features as the Network Pharmacies, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization, Flexible Formulary and Preferred Drug List, and application of appropriate Copayments;

6.12.2 Ensuring that all the Department approved edits including, but not limited to, enforcing utilization edits (i.e. refill to soon, duplicate therapy, etc.) are built into the Prescription fulfillment system to protect an enrollee's safety as well as to control DCS Program costs;

6.12.3 Ensuring that all Mail Service Pharmacy Process Facilities utilized in the Contractor's Mail Service Pharmacy Process meet all Prescription drug packaging regulatory requirements. Any facility located outside New York State that will provide service for the DCS Program must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Mail Service Pharmacy Process must recognize the full prescribing authority of Medical Professionals granted by NYS where allowed by state law;

6.12.4 Providing a simple, user friendly method(s) of ordering, reordering, or transferring Prescriptions from retail to mail. Maintaining a Dedicated Call Center located in the United States employing a staff of Pharmacists, and a staff of fully trained customer service representatives, and supervisors available 24 hours a day 365 Days a year that must meet the Contractor's Mail Service Pharmacy Process guarantees set forth in Article VII, "Performance Guarantees" of this Agreement.

6.12.4a The Contractor must have an integrated system for customer service staff to utilize to respond to, log and track all Enrollee inquiries. The system must create a record of the Enrollee contacting the call center, the call type and all customer service actions and resolutions.

6.12.4b Customer service representatives must be trained and capable of responding to a wide range of questions, complaints and inquiries including but not limited to: DCS Program benefit levels, refills, order status, prices and billing, point of service issues, prior authorization, eligibility, generic appeals, Mail Service Pharmacy Process, Specialty Pharmacy Process services and complaints, and

Flexible Formulary and Preferred Drug List alternatives. Callers must be able to reorder and check order status through both the customized website and the consolidated telephone line. Enrollees must also have access to their Prescription drug history file (both retail and mail) via the customized website;

6.12.5 Providing pre-addressed, postage-paid mail service envelopes to Enrollees, health benefit administrators for inclusion in Empire Plan publications, at the request of the Department.

6.12.6 Having efficient procedures in place to handle routine Prescriptions, "urgent" Prescriptions, and Prescriptions that require "special" handling (i.e. temperature control, limited shelf life, high cost, etc.);

6.12.7 Providing standard mail service delivery using packaging that is appropriate for the drug dispensed and the address it is shipped to at no additional cost to the Plan or the Enrollee. Easy open caps also must be provided to Enrollees upon request at no additional cost;

6.12.8 Having a system in place to track all Prescriptions (both intervention and non-intervention) received for processing through the Mail Service Pharmacy Process from the date the Prescription is received to the date the mailing agent picks up the package. The Contractor must also be able to track fill accuracy rates;

6.12.9 Maintaining a process to collect information necessary to ensure enrollee safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis;

6.12.10 Maintaining a system that notifies Enrollees about potential health and safety issues with their Prescriptions;

6.12.11 Maintaining efficient procedures regarding inventory management of the Mail Service Pharmacy Process Facility(ies) including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.;

6.12.12 Providing prompt notification to Enrollees regarding out of stock items, partial fill orders, and changes to Prescriptions (e.g., approved or required dispensing of generics instead of

Brand drugs). In out of stock situations, the Contractor must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be through an alternate facility(ies) or obtaining a re-stock from a supplier. If necessary, the Contractor shall call the Enrollee first to obtain permission to contact their Physician to offer alternative medications, or to offer to return the prescription. If the Physician authorizes use of an alternative medication, a letter notifying the Enrollee of the change must be sent to the Enrollee before the medication is shipped or must accompany the Prescription;

6.12.13 Calling the prescribing Physician when a DAW-1 is indicated on the Prescription to confirm that the Physician understands the financial impact to the Enrollee and/or the DCS Program to determine if the Physician is willing to allow the generic version of the drug to be dispensed to the Enrollee. If the Physician was previously contacted regarding the same Prescription for a particular Brand Drug for the same Enrollee and required that the Brand Drug be dispensed, no call is required. If the Physician authorizes use of the generic version of the drug, a phone call shall be made to the Enrollee to advise of the approved change before the medication is shipped or the Contractor shall include a letter with the Prescription informing the Enrollee of their Physician's approval. If the Enrollee has indicated on the mail service order form that they do not wish their Physician to be contacted for such determinations, no call shall be made;

6.12.14 Inform the Enrollee prior to shipping if the total amount for a new Prescription order submitted through the Mail Service Pharmacy Process exceeds $100 and Enrollee has payment information (e.g. credit card) on file or Enrollee's total balance is over $100 and Enrollee has no payment information (e.g. credit card) on file. The Mail Service Pharmacy Process Facility will not be required to inform Enrollees if there is a consistent history of the acceptance of shipments of the same medication that exceed the maximum amount specified. If the brand name drug is dispensed, the Contractor shall cause the dispensing facility to collect the applicable Brand Drug Copayment plus the calculated Ancillary Charge, if any. Under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the DCS Program.

6.12.15 The Contractor is expected to assist Enrollees, upon request, to establish a payment plan so that Prescriptions that are essential to an Enrollee's health will continue to ship when the outstanding amount exceeds the Contractor's proposed maximum limits.

6.12.16 Notifying the Department of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment;

6.12.17 Utilizing best efforts to complete Physician clarification, verification, or other interventions within the five (5) Business Day service level standard. Should this require more than eight (8) Business Days, the Contractor shall call the Enrollee and offer the Enrollee the option of returning the prescription or continuing the intervention attempt;

6.12.18 Ensuring that the consent of the Enrollee is obtained prior to calling the prescribing Physician with the exception of calls made for purposes of clarification, verification, settlement of other intervention claim issues or DAW-1 confirmations;

6.12.19 Providing all necessary clinical and educational support to DCS Program Enrollees, and/or their family/caregiver utilizing the Mail Service Pharmacy Process, including Enrollees taking injectable, infusion or other drugs requiring special handling or special administration;

6.12.20 Having a back-up mail order facility(ies) to handle any overflow and/or situations where the primary mail order facility is unavailable;

6.12.21 Promoting the utilization of the Mail Service Pharmacy Process through targeted mailings, Physician communications, etc. if the Department determines that such promotions are in the best financial interests of the Plan. All such activities, including mailings, are subject to change and require the prior written approval of the Department. Any regular direct communication with Enrollees or their Physicians in connection with Enrollee drug utilization or the processing of Enrollee claims, either through mail, e-mail, fax or telephone must be submitted for the Department's approval. The cost of any approved promotion shall be borne by the Contractor, unless the Department specifically requests a particular activity not required to be performed under the Agreement. The Department will not approve any mail order promotions that it determines will not result in a reduced net cost to the DCS Program;

6.12.22 The Contractor shall act in the best interests of the DCS Program when dispensing Generic Drugs through the Mail Service Pharmacy Process by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible;

6.13.0 Specialty Drugs/Medications

6.13.1 The Contractor must provide Enrollees with access to all Medically Necessary Specialty Drugs/Medications covered by the DCS Program through its Retail Pharmacy Network, Mail Service Pharmacy Process and Specialty Pharmacy in accordance with each Enrollee group benefit design. In the case of Limited Distribution Drugs, the Contractor shall provide Enrollees with access in accordance with the following:

6.13.1a ***Retail Pharmacy Network Access*** **(Amended April 4, 2012)**

The Contractor shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the DCS Program consistent with the Contractor's contracted discount off of AWP for the Limited Distribution Drug, plus any dispensing fee. ~~If the Contractor is unable to secure the participation of the authorized distributor, the Contractor agrees to facilitate the Enrollee's receipt of the drug and bill the DCS Program at the Minimum overall Guaranteed Discounts applicable to Brand Drugs for network pharmacies~~. The Enrollee shall be charged the applicable retail Copayment.

6.13.1b ***Mail Service Pharmacy Process Access***

~~For all Specialty Drugs including Limited Distribution Prescriptions submitted through the Mail Service Pharmacy Process, t~~The Contractor must facilitate the Enrollee's receipt of the Limited Distribution Drug. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. ~~by obtaining the drug from an authorized distributor and billing the DCS Program consistent with its Guaranteed Discounts applicable to Brand Drugs for the mail service pharmacy.~~ The Enrollee shall be charged the applicable mail order Copayment.

6.13.2 Individuals receiving home infusion services through the Home Care Advocacy Program (HCAP), a component of the Empire Plan's Medical/Surgical Program, have their home infusion drugs covered under the Prescription Drug Program. Currently the DCS Program has a network of licensed pharmacies affiliated with home care agencies participating in the Empire Plan's HCAP Program administered by the Empire Plan's medical carrier. The Contractor is expected to secure contracts with the licensed pharmacies provided in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement, to ensure continued utilization of a network Prescription drug benefit for those Enrollees utilizing the HCAP Program. The Contractor may propose to utilize entities owned by or affiliated with the Contractor to serve as an HCAP Provider. The Department at its sole discretion shall determine whether it is in the best interests of the DCS Program to allow the entity to participate in the HCAP Program. The Prescription drugs dispensed to Enrollees via the entities or pharmacies owned by or affiliated with the Contractor must be charged to the DCS Program based on the Contractor's mail service pricing terms and dispensing fees applicable to brand name, generic, and Compound Drug claims set forth in Article XII of this Agreement.

6.13.3 **Specialty Pharmacy Program (Amended April 4, 2012)**

6.13.3a The Contractor must provide Enrollees with access to all Medically Necessary Specialty Drugs/Medications covered by the DCS Program through its proposed Specialty Pharmacy Program in accordance with each Enrollee group benefit design. Such responsibility must include, but not be limited to:

6.13.3a(1) Developing a listing of the Specialty Drugs/Medications proposed for inclusion in the Specialty Pharmacy Program;

6.13.3a(2) Having a fully staffed and fully operational Specialty Pharmacy Program in which Specialty Drugs/Medications are provided by one or more Designated Specialty Pharmacies. All Designated Specialty Pharmacies must meet all New York State legal requirements. Any facility located outside New York State that will provide service for

the DCS Program must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Specialty Pharmacy Process must recognize the full prescribing authority of Medical Professionals granted by NYS where allowed by state law.

6.13.3a(3) The Contractor must establish a process to provide Enrollees with access to Limited Distribution Drugs not available through the Designated Specialty Pharmacy(ies), which places no additional steps or burdens on the Enrollee. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. The Enrollee shall be charged the applicable retail Copayment~~. The Contractor must bill the DCS Program for these Prescriptions consistent with the Contractor's Minimum Guaranteed Discount applicable to Prescriptions dispensed at Network Pharmacies.~~

6.13.3a(4) Providing a fully staffed and fully operational customer support call center available to Enrollees 24 hours a day, 365 Days a year including Pharmacists, clinicians, and registered nurses trained in an Enrollee's specific Specialty Drug/Medication therapies. The Contractor must provide callers with access to customer service staff and Pharmacists through the Empire Plan consolidated line who are able to respond timely to questions, complaints and inquiries including but not limited to: DCS Program benefit inquiries, refills, order status, price estimates, billing, point of service issues, Specialty Pharmacy Process complaints, preferred drug status, and claim status. Callers must be able to reorder and check order status through both the customized website and the consolidated telephone line. Enrollees must also have web access to their Prescription drug history file (retail, mail, and specialty) via a customized website.

6.13.3a(5) Administering a safety monitoring system that complies with the Food and Drug Administration (FDA) Amendments Act of 2007 which requires a Risk Evaluation and Mitigation Strategy (REMS) from the Specialty Drugs/Medications manufacturers to ensure the benefits of a drug outweigh its risks.

6.13.3a(6) Contracting a nationwide network of appropriately licensed clinicians and/or coordinating with appropriately trained HCAP clinicians to administer the Specialty Drugs/Medications to Enrollees in a home setting and providing Enrollees with education on proper treatment regimens and possible side effects.

6.13.3a(7) Completing Physician consultation, coordination of care, patient care management and other interventions on a clinically appropriate and timely basis.

6.13.3a(8) Providing all necessary clinical and educational support to Enrollees, and/or their family/caregiver utilizing the Specialty Pharmacy Process, including but not limited to explaining the treatment plan and ancillary supplies, disease/drug education, side-effect management, compliance management and administration training.

6.13.3a(9) Applying the same DCS Program benefit design features as the Mail Service Pharmacy Process, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization, Preferred Drug List, and application of appropriate Copayments. Specialty Drugs/Medications that are subject to the Designated Specialty Pharmacy Passive Edit and are dispensed at a Network Pharmacy must be subject to the Network Pharmacy Copayments.

6.13.3a(10) Ensuring that all the Department's approved edits including, but not limited to, enforcing utilization edits (e.g. refill to soon, duplicate therapy, etc.) are built into the Prescription fulfillment process

system to protect an Enrollee's safety as well as to control DCS Program costs.

6.13.3a(11) Ensuring that all Designated Specialty Pharmacies utilized in the Contractor's Specialty Pharmacy Program meet all Prescription drug packaging regulatory requirements. The Contractor must ensure that Specialty Drugs/Medications are shipped to Enrollees in appropriate packing materials so that Specialty Drugs/Medications are safe and effective and delivered on time.

6.13.3a(12) Providing a simple, user friendly method(s) of ordering, reordering, and transferring Prescriptions from retail and mail to the Designated Specialty Pharmacy(ies) including pre-addressed postage paid Specialty Pharmacy Program envelopes. The Contractor must send a Specialty Pharmacy Program letter to Enrollees who have received a First Fill of a Specialty Drug/Medication through a Network Pharmacy. The letters must be sent within seven (7) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Hard Edit and within thirty (30) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Passive Edit. Enrollees are allowed one Grace Period for Specialty Drugs/Medications.

6.13.3a(13) Maintaining a comprehensive system for the Contractor's staff to utilize to track all Enrollee inquiries including, but not limited to; DCS Program benefits, refills, order and claim status, prices, billing, Preferred Drug List inquiries and Specialty Pharmacy Process complaints. The system shall include call type, customer service actions and resolutions.

6.13.3a(14) Having a system in place to track all Prescriptions received for processing through the Specialty Pharmacy Process from the date the

Prescription is received to the date the Prescription is shipped. The Contractor must also be able to track fill accuracy rates.

6.13.3a(15) Maintaining a process to collect information from individuals necessary to ensure Enrollee safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis.

6.13.3a(16) Ensuring that the Designated Specialty Pharmacy(ies) have efficient procedures regarding inventory management including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.

6.13.3a(17) Providing notification to Enrollees as soon as possible for out of stock items, partial fill orders, and changes to Prescriptions (e.g., dosing or method of administration). In out of stock situations, the Contractor must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be through an alternate facility(ies) or obtaining a re-stock from a supplier. The Contractor must contact the Enrollee's Physician, if necessary, to offer alternative medications or offer to return the Prescription. If the Physician authorizes use of an alternative medication, a letter notifying the Enrollee of the change must be sent to the Enrollee before the medication is shipped or must accompany the Prescription.

6.13.3a(18) Informing the Enrollee prior to shipping if the total amount for a new Prescription order submitted through the Specialty Pharmacy Process exceeds $100 and Enrollee has payment information (e.g. credit card) on file or Enrollee's total balance is over $100 and Enrollee has no payment information (e.g. credit card) on file. The Designated Specialty Pharmacy will not be required to inform an Enrollee if there is a consistent history of the acceptance of shipments of the same medication that exceed the $100 amount specified.

6.13.3a(19) The Contractor is expected to assist Enrollees, upon request, to establish a payment plan so that Specialty Drug/Medication Prescriptions that are essential to an Enrollee's health will continue to ship when the outstanding amount exceeds the Contractor's proposed maximum limits.

6.13.3a(20) Promptly notifying the Department of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment.

6.13.3a(21) Having back-up Designated Specialty Pharmacies to handle any overflow and/or situations where the primary Specialty Program facility is unavailable.

6.13.3a(22) The mail order Copayment shall apply to all drugs dispensed through the Specialty Pharmacy Program as well as Limited Distribution Drugs facilitated through the Special Pharmacy Program.

6.13.3a(23) Recommending newly launched Specialty Drugs/Medications for inclusion in the Specialty Pharmacy Program based on the established criteria/definition of Specialty Drug/Medications, in a format to be approved by the Department. Prior to inclusion in the Specialty Pharmacy Program, or if not accepted by the Department to be included in the Specialty Pharmacy Program, the Contractor must bill the DCS Program for these Prescriptions consistent with the Contractor's contracted discount off of AWP at the dispensing Network Pharmacies or the Guaranteed Discount at the Mail Service Pharmacy Process, based on where each Prescription was actually dispensed. Inclusion of new Specialty Drugs/Medications shall have a cost-neutral or positive financial impact on the DCS Program, and in no case shall the Ingredient Cost of a newly added Specialty Drug/Medication charged to the DCS Program exceed the Guaranteed Discount on Specialty Pharmacy Drugs.

6.14.0 Claims Processing

6.14.1 The Contractor must provide all aspects of claims processing. Such responsibility shall include but not be limited to:

6.14.1a Verifying that the DCS Program's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;

6.14.1b Accurate and timely processing of all claims submitted under the DCS Program in accordance with the benefit design applicable to the Enrollee at the time the claim was incurred as specified to the Contractor by the Department;

6.14.1c Charging the DCS Program consistent with the Contractor's proposed pricing quotes;

6.14.1d Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered expenses only, utilizing all edits as proposed and approved by the Department. The Contractor shall utilize refill too soon edits and duplication of therapy edits for all claims unless exceptions are specifically approved in advance by the Department. The Contractor's system must ensure that refilling Prescriptions prior to use of the minimum prescribed Days supply does not result in over dispensing;

6.14.1e Managing Flexible Formulary and Preferred Drug List placement of drugs consistent with Program design and ensuring application of appropriate Copayments based on level assignment;

6.14.1f Maintaining claims histories for 24 months online and archiving older claim histories for 6 years and the balance of the calendar year in which they were made with procedures to easily retrieve and load claim records;

6.14.1g Maintaining the security of the claim files and ensuring HIPAA compliance;

6.14.1h Reversing all attributes of claim records, e.g. AWP, quantity, Days supply, etc., processed in error ~~or due to fraud~~ including the reversal of any Claim Administration Fee associated with the original claim and crediting the DCS Program for all costs associated with the claim processed in error ~~or due to fraud~~ including but not limited to the Claim Administration Fee; and

6.14.1i Agreeing that all claims data is the property of the State. Upon the request of the Department, the Contractor shall share appropriate claims data with other DCS Program carriers and consultants for various programs (e.g., Disease Management, Centers of Excellence) and the Department's Decision Support System (DSS) contractor. The Contractor cannot share, sell, release, or make the data available to third parties in any manner without the prior consent of the Department. The Department understands that the selected Contractor will be required to share certain claims data with pharmaceutical manufacturers for purposes of obtaining for the Program all Pharma Revenue due it under this Agreement. The Contractor shall inform the Department of the types of data being shared for these specific authorized purposes.

6.14.2 Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;

6.14.3 Maintaining a claims processing system capable of integrating and enforcing the various utilization review components of the DCS Program, including, but not limited to: Mandatory Generic Substitution, Prior Authorization, messaging capability in the current NCPDP format and a concurrent DUR program to aid the Pharmacist at the point of sale;

6.14.4 Maintaining an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the DCS Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the generic at the Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Retail Pharmacy Network, the DCS Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized generic in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug, be charged the applicable generic Copayment and the DCS Program charged based on generic pricing. The DCS Program shall reject claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code with appropriate messaging and requires resubmission of the claim since a DAW-0

code provides no indication of Generic Drug availability in the Pharmacy. The DCS Program logic for the Pharmacy Submitted DAW codes is listed below:

Pharmacy Submitted DAW	Enrollee Copay	Ancillary Charge	Pricing
0	Brand	No	Brand
1	Brand	Yes	Generic
2	Brand	Yes	Generic
3	Generic	No	Generic
4	Generic	No	Generic
5	Generic	No	Generic
6	Generic	No	Generic
7	Brand	No	Brand
8	Generic	No	Generic
9	Generic	No	Generic

6.14.5 Maintaining a claims processing system capable of ensuring that claims are consistently processed with the appropriate brand name/generic/compound classification in accordance with the requirements set forth in Article XII: "DCS Program Claims Reimbursement" of this Agreement.

6.14.6 Maintaining a Programs' MAC List for Pharmacies;

6.14.7 Processing Enrollee Submitted Claims in accordance with the following:

6.14.7a For Prescriptions filled with a Brand Drug with no generic equivalent, the Enrollee will be reimbursed using the Contractor's Minimum overall guaranteed Discounted Ingredient Cost for the Retail Pharmacy Network and dispensing fee for Brand Drugs not to exceed the submitted charges, less the applicable Copayment;

6.14.7b For Prescriptions filled with a Brand Drug that has a generic equivalent, the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for filling the Prescription with that drug's generic equivalent; not to exceed the submitted charges, less the applicable Copayment;

6.14.7c For Prescriptions filled with a Generic Drug the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for that Prescription, not to exceed the submitted charges, less the applicable Copayment;

6.14.7d For Prescriptions filled with a Compound Drug the Enrollee will be reimbursed up to the amount the DCS Program would reimburse the Retail Pharmacy Network for that Prescription, not to exceed the submitted charges, less the applicable Copayment; and

6.14.7e If the Enrollee has two Empire Plan coverage's, the Plan will reimburse 100% of the copay upon submission of a paper claim form prepared by the Enrollee. For specific methodology on how the DCS Program must be charged for Enrollee Submitted Claims, see Section 13.10.0, "Enrollee Submitted Claims."

6.14.8 Processing claims for Employees enrolled in the SEHP who fill Prescriptions at the SUNY Stony Brook Student Health Service Pharmacy, and other SUNY pharmacies as may be requested by the Department during the term of the Agreement. Prescriptions under this arrangement must be dispensed according to the Plan design for the SEHP, including required prior authorizations and, where applicable, Days supply limits. The Contractor must monitor the submission of SEHP claims and inform the Department if the SUNY Pharmacies submit charges in excess of the amounts that are paid to the DCS Program's Retail Network Pharmacies for the same NDC's;

6.14.9 Processing all manually submitted claims including but not limited to Medicaid, VA , Skilled Nursing Facility claims, out of network claims, foreign claims, in-network manual claims, COB claims, and Medicare B primary claims in accordance to the Contractor's proposed Claims Adjudication Guarantee;

6.14.10 Analyzing and monitoring claim submissions to promptly identify errors, fraud and abuse and reporting to the Department such information in a timely fashion in accordance with a Department approved process. The DCS Program shall be charged only for accurate (i.e., the correct dollar amount) claims payments of covered expenses. The DCS Program will be charged a Claims Administration Fee only for Final Paid Claims. The Contractor will

credit the DCS Program the amount of any overpayment regardless of whether any overpayments are recovered from the Pharmacy and/or Enrollee in instances where a claim is paid in error due to Contractor error, or due to fraud or abuse, without additional administrative charge to the DCS Program. The Contractor shall report fraud and abuse to the appropriate authorities. In cases of overpayments resulting from errors only found to be the responsibility of the Department, the Contractor shall use reasonable efforts to recover any overpayments and credit 100% of any recoveries to the DCS Program upon receipt; however the Contractor, is not responsible to credit amounts that are not recovered;

6.14.11 Establishing a process where Pharmacies can verify eligibility of Enrollees and Dependents during Call Center Hours;

6.14.12 Requiring network pharmacies to submit to the Contractor for each drug dispensed the Pharmacy's Submitted Cost to ensure that the DCS Program is charged according to the Programs' Lesser of Logic. Further, if an Ancillary Charge is applied, it will be deducted from the total claim cost;

6.14.13 Identifying Enrollees enrolled in Medicare Part D. The Contractor's claims processing system must decline claims at the point of service for Enrollees who are enrolled in a Medicare Part D Plan other than the DCS Program EGWP. Messaging to the Pharmacy must instruct the Pharmacist to submit the claim to the Enrollee's Medicare Part D Plan.

6.14.14 Establishing a process to support, and respond to Federal Medicare Part D audits; and

6.14.15 Having a process in place (fully staffed with ample telephone trunks) available 24 hours a Day, seven Days a week where a Pharmacist can call to quickly resolve point of service issues.

6.14.16 Processing claims pursuant to Enrollees covered under the Disabled Lives Benefit. DCS agrees to reimburse the selected Offeror for claims processed under the Disabled Lives Benefit in accordance with Article XV "Payments/(Credits) to/(from) the Contractor.

6.15.0 <u>Retrospective Coordination of Benefits</u>

6.15.1 The Contractor is required to pursue collection of any money due the DCS Program from other payers or Enrollees who have primary Prescription drug coverage through another

carrier and to credit the DCS Program's account one hundred percent (100%) of all recoveries within fifteen (15) Days after the end of the month.

6.15.2 The Contractor must maintain a system capable of receiving a historical COB data file from the current contractor and benefits information obtained from Enrollee surveys. The Contractor's system must be capable of tracking the date an initial letter is sent to the Enrollee or other carrier until the point money is recovered.

6.15.3 The Contractor must develop for Department review and approval COB correspondence including, but not limited to; an Enrollee questionnaire to confirm other Prescription drug coverage information, a letter(s) instructing Enrollees to file for reimbursement from the primary plan and advising that the Enrollee must reimburse the DCS Program for the cost of their claims and a collection letter(s) to other carriers who owe the DCS Program reimbursement.

6.15.4 The Contractor must have a system in place to facilitate collection, without Enrollee intervention, when the primary plan claims adjudicator is the same as the Contractor.

6.16.0 Utilization Management

6.16.1 Mandatory Generic Substitution at Retail and Mail

To ensure strict adherence to the DCS Program's Mandatory Generic Substitution Requirement and protect the financial interests of the DCS Program, the Contractor is required to:

6.16.1a Unless otherwise directed by the Department, apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The DCS Program's mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated

Generic Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

6.16.1b Establish the Ancillary Charge by calculating the difference in the Discounted Ingredient Cost of the Brand Drug and the Ingredient Cost of the equivalent A-rated Generic Drug or authorized Generic Drug based on the Programs' MAC list price assigned when a Brand Drug for which an A-rated or authorized Generic Drug has been introduced in the market is dispensed to the Enrollee. In such cases, the Enrollee shall be responsible for paying the applicable Non-Preferred Brand Drug Copayment plus Ancillary Charge not to exceed the cost of the drug to the DCS Program. The Ancillary Charge shall be assessed even in the event a Physician has specifically directed a Pharmacist to dispense the Brand Drug rather than the A-rated or authorized Generic Drug through DAW notation.

6.16.1c Monitor the pharmaceutical industry on behalf of the Department to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Contractor shall inform the Department of anticipated shipping dates of the first Generic Drug introduced into the market for one or more strengths of a particular Brand Drug.

6.16.1d Following the first shipment of a first Generic Drug for one or more strengths of a particular Brand Drug, the Contractor is required to:

6.16.1d(1) Inform the Department as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment, (from manufacturer to wholesaler or retailer) of the financial impact of enforcing mandatory generic substitution via the "MAC Alert Notice" detailed in Section 16.6.2 of this Agreement.

6.16.1d(2) For those drugs that will result in a lower net cost to the DCS Program by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in (1) above. The Contractor shall add the GCN to the Programs' MAC List and begin

enforcement as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment provided that the majority of Retail Network Pharmacies are able to obtain the Generic Drug. In the case where a GCN is already subject to MAC pricing the Contractor is required to immediately apply the MAC price and mandatory generic substitution to any NDC added to the GCN following the first date of shipment.

6.16.1d(3) For those drugs that could potentially result in a higher net cost to the DCS Program by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in (1) above. The Department, in its sole discretion, may determine that enforcement is contrary to the best financial interests of the DCS Program and shall inform the Contractor whether mandatory substitution shall be applied. If the Contractor does not receive a formal response to the information provided via the "MAC Alert Notice," enforcement shall commence and the GCN shall be added to the Programs' MAC List effective on the 21st day after shipment of the first A-rated generic equivalent drug or authorized Generic Drug provided that the majority of pharmacies are able to obtain the Generic Drug. In the event the Department decides to exercise its discretion not to enforce mandatory generic substitution, the Contractor shall apply MAC pricing to the Generic Drug.

6.16.1d(4) To assist the Department in determining when mandatory generic substitution should be enforced based on an adequate supply of Generic drug being available in the market, the Contractor shall survey its Retail Pharmacy Network to identify the Pharmacies that are unable to obtain the new Generic Drug within 21 Days and weekly thereafter until the shortage resolves. The Contractor shall submit this information to the Department and provide any additional information as required by the Department to reach a determination. The Department, in its sole discretion, shall determine based on such

evidence how the DCS Program's mandatory generic substitution provisions will be applied. The DCS Program will not consider and the Contractor shall not act on availability information provided by 3rd party sources, including but not limited to Medi-Span, Red Book, First Data Bank or wholesalers.

6.16.1d(5) For Preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall be changed from preferred to non-preferred status concurrent with the commencement of the enforcement of mandatory generic substitution. Enrollees who are prescribed strengths of the Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Generic Drug Copayment unless the prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Non-Preferred Brand Drug Copayment and Ancillary Charge. Enrollees who are prescribed strengths of the Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Preferred Brand Drug Copayment;

6.16.1d(6) For Non-Preferred Brand Name drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall remain Non-Preferred for all strengths. Concurrent with enforcement of mandatory generic substitution, Enrollees who are prescribed strengths of the Non-Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the generic Copayment unless the prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Non-Preferred Brand Drug Copayment and Ancillary Charge. Enrollees who are

prescribed strengths of the Non-Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Non-Preferred Brand Drug Copayment;

6.16.1d(7) The Contractor shall require the dispensing Network Pharmacy to inform the Enrollee prior to dispensing the Brand Drug, that an Ancillary Charge will be applied in addition to the applicable Non-Preferred Brand Drug Copayment. If the prescribing Physician requires the Brand Drug be dispensed, the Contractor shall require the dispensing Network Pharmacy to collect the applicable Brand Drug Copayment plus the calculated Ancillary Charge. However, under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the DCS Program after application of the Programs' Lesser of Logic provisions.

6.16.1e Charge the DCS Program based on the Programs MAC List price assigned to the GCN of the dispensed Brand Drug subject to the Programs' Lesser of Logic plus the applicable dispensing fee as set forth within Article XII, "DCS Program Claims Reimbursement" of this Agreement.

6.16.1f Promptly notify and receive Department prior written approval for any and all exceptions to the DCS Program's mandatory substitution provisions, other than those resulting the Program's Mandatory Substitution Appeal Process. Following commencement of mandatory generic substitution, the Contractor must receive Department written approval prior to suspending enforcement of the DCS Program's mandatory generic substitution provisions.

6.16.1g Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the DCS Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the DCS

Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug, be charged the applicable Generic Drug Copayment and the DCS Program charged based on Generic Drug pricing. The Contractor's claims processing system must reject, with appropriate messaging, claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code requiring resubmission of the claim (since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy). Similar rules can be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the DCS Program's mandatory generic substitution requirements.

6.16.1h Immediately notify the Department of changes (from brand to generic or generic to brand) in the NDC classification submitted by the Contractor, subject to the DCS Program's definitions of Brand and Generic Drugs contained in Article I of this Agreement.

6.16.1i Manage the Narrow Therapeutic Index (NTI) list of multi-source Brand Drugs not subject to Ancillary Charges, and make recommendations to the Department of suggested additions or deletions based on clinical evidence.

6.16.2 Mandatory Generic Substitution Appeal Process

The Contractor shall administer a Mandatory Generic Substitution Appeal process. The selected Contractor is required to oversee and enforce the DCS Program's generic appeal process including:

6.16.2a Administering a clinically sound generic appeal process at no additional cost to the DCS Program or to the Enrollee. The process must include developing an appeal form and criteria for establishing medical necessity, reviewing appeals for medical necessity, preparing communications to notify Enrollees (subject to Department review and approval) of the outcome of appeals within five (5) Business Days, and integrating the decisions into the claims processing systems

including reimbursing the Enrollee for any Ancillary charge paid up to 30 Days prior to receipt of the approved generic appeal; and

6.16.2b Reporting the results of the generic appeal process for the DCS Program to the Department on a drug by drug basis in the format and frequency required in the Article XVI of this Agreement.

6.16.2c Following a successful generic appeal, charging the Enrollee for the Brand Drug at the Level 3 Copayment with no Ancillary Charge.

6.16.2d Loading into your claims processing system one or more files from the incumbent contractor of the previously approved Generic Appeal requests by January 1, 2014, once an acceptable file is received.

6.16.2e Interfacing with the New York State Department of Financial Services External Appeals Process that provides an opportunity for Enrollees and Dependents to appeal denied coverage on the basis that a prescription drug is not medically necessary or is an experimental or investigational drug.

6.17.0 Clinical Management/Drug Utilization Review (DUR)

6.17.1 To ensure that the resources available to the DCS Program are utilized for appropriate, Medically Necessary Drug therapy, the Contractor is required to administer a prior authorization program which includes, at a minimum:

6.17.1a A Prior Authorization Program for high cost Prescription drugs that are prescribed for very specific medical indications. Only medications that have been identified by the Contractor as appropriate for Prior Authorization and reviewed by the Department shall be included in the Prior Authorization Program. The Prior Authorization Program also subjects specific drugs in certain categories to clinical criteria before benefits are authorized for payment including but not limited to: anti-obesity agents; topical tretinoin; antifungal agents; Hepatitis C agents; Hepatitis B agents for interferon use; select Osteoporosis agents; Respiratory Syncytial Virus (RSV) Therapy agents, select stimulant agent; Multiple Sclerosis agents; Low Molecular Weight Heparin agents; Growth Hormones; Cancer;

Pain/Arthritis; Phychosis agents and, Pulmonary Arterial Hypertension agents. Only medications that have been identified as appropriate for the Prior Authorization Program by the Contractor and reviewed by the Department shall be included in the Prior Authorization Program;

6.17.1b Informing Medical Professionals who request, by phone, fax, secure internet portal, a Prior Authorization for a Specialty Drug/Medication about the DCS Program's Specialty Pharmacy Program and providing the information necessary to utilize the Specialty Pharmacy Program to obtain the drug;

6.17.1c Monitoring market changes and recommending deletions or additions to the list of drugs requiring Prior Authorization on an ongoing basis which must be reviewed by the Department prior to implementation of any changes to the list of medications;

6.17.1d Preparing and sending communications (reviewed and approved by the Department) to notify Enrollees and/or their Physicians of the outcome of their prior authorization request and notifying them of date the Prior Authorization is approved through;

6.17.1e Promptly loading approved prior authorization determined by the contractor into the claims processing system;

6.17.1f Administering an expeditious, HIPAA compliant, internal appeals process which allows Physicians and/or Enrollees and Dependents to appeal denied coverage on the basis that a Prescription drug is not medically necessary or is an experimental or investigational drug. For the Prior Authorization Program, there must be at least one level of appeal, and it must be expeditious and PPACA compliant; and

6.17.1g Interfacing with the New York State Department of Financial Services External Appeals Process that provides an opportunity for Enrollees and Dependents to appeal denied coverage on the basis that a Prescription drug is not medically necessary or is an experimental or investigational drug.

6.17.1h Loading one or more files of Prior Authorization approved-through dates from the incumbent contractor, prior to the January 1, 2014 implementation date, once an acceptable file is received.

6.17.2 Concurrent Drug Utilization Review (DUR)

To safeguard Enrollee health and ensure adherance with the DCS Program's benefit design, the Contractor must administer a concurrent DUR program which includes at a minimum:

6.17.2a A point of service system at all Retail Pharmacy Network locations, Mail Service Pharmacy Process Facilities and Specialty Pharmacies which is continually updated with the latest patient safety edits with the capacity to "message" Pharmacists related to safety issues prior to the dispensing of the Prescription drug; and

6.17.2b A fully integrated point of service system capable of enforcing the DCS Program's benefit design features.

6.17.3 Retrospective DUR Program

To safeguard the Enrollee's health the Contractor must administer a Retrospective DUR Program which:

6.17.3a Using the Contractor's standards, evaluates the Enrollee's Prescription drug utilization against the Enrollee's profile using FDA and other evidence based guidelines to identify potential safety related concerns. The Contractor shall alert the prescribing Phyicians to drug specific, Enrollee-specific health, safety and utilization issues including potential overuse of narcotics;

6.17.3b Identifies potential drug therapy complications for Enrollees, develops Physician alerts (subject to Department review and approval) and sends the alerts to the prescribing Physician; and

6.17.3c Reports the results of its Retrospective DUR Program initiatives including outcomes to the Department on a quarterly basis in a mutually agreed upon format.

6.17.4 Physician Education

6.17.4a Subject to Department review and approval, the Contractor must undertake a Physician education program involving communications with prescribing Physicians which includes at a minimum:

6.17.4a(1) Analysis of Physician's drug or condition specific prescribing patterns;

6.17.4a(2) Educating Physicians about the clinical and economic aspects of their prescribing decisions. Any communication with Physicians prescribing medications for Enrollees shall make the Physician aware of the distribution channel most cost effective to the DCS Program and the Enrollee;

6.17.4a(3) Reporting the results of its Physician Education initiatives to the Department on a quarterly basis in a mutually agreed upon format; and

6.17.4a(4) The Physician Education Program may not be funded by pharmaceutical manufacturers.

6.17.5 **<u>Patient Education</u>**

6.17.5a Subject to Department review and approval, the Contractor must develop and implement a Patient Education program consisting of communications to Enrollees which:

6.17.5a(1) Analyzes drug utilization from a clinical standpoint to identify and facilitate communication with Enrollees that have chronic diseases to maximize health benefits of drug treatment;

6.17.5a(2) Analyzes drug utilization to identify and facilitate communication with Enrollees not managing their drug utilization in the most cost effective manner for the Enrollee; and

6.17.5a(3) Reports the results of its patient education initiatives to the Department on a quarterly basis in a mutually agreed upon format.

6.17.5a(4) The Physician Education Program may not be funded by pharmaceutical manufacturers.

6.17.5b The Contractor may propose a voluntary Half Tablet Program which will allow Enrollees to pay half the regular Copayment at the point of service for half the quantity of double strength, eligible Prescriptions. The Contractor's proposal shall:

6.17.5b(1) Establish a list of drugs that would be appropriate to include in the Half Tablet Program including, but not limited to the drugs proposed by the Contractor in Exhibit C, Contractor's Proposal, of this Agreement;

6.17.5b(2) Notify Enrollees of their eligibility to participate in the Half Tablet Program. Monthly, the Contractor must use utilization data to identify Enrollees newly eligible to participate in the Half Tablet Program and mail; welcome/announcement letters to those Enrollees. These letters are subject to review and approval by the Department;

6.17.5b(3) Provide each Empire Plan Enrollee newly participating in the Half Tablet Program with one tablet splitter, at no charge to the Enrollee; and

6.17.5b(4) Load file to transfer current Enrollees with qualifying Prescriptions into the Half Tablet Program as of January 1, 2014.

6.17.5c The Patient Education Program may not be funded by pharmaceutical manufacturers.

6.18.0 Preferred Drug List Development and Management

The Contractor must provide PDL development and management services for the DCS Program. Such responsibility shall include but not be limited to:

6.18.1 Developing and administering four multi-level formularies, consistent with the DCS Program's four benefit designs as follows:

6.18.1a ***Traditional Empire Plan PDL*:** Under the Traditional Empire Plan PDL, all covered Generics are Level 1 and covered Brand Drugs are on either Level 2 or Level 3. A proposed PDL that includes Generics on Level 2 or Level 3 and/or

includes Brand Drugs on Level 1 does not currently meet the DCS Program requirements for the Traditional Empire Plan PDL and would not be acceptable. Drugs may not be excluded from the Traditional Empire Plan PDL. In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement on the second or third level of the PDL. The Traditional Empire Plan PDL is updated once a year on January 1st. Mid-year changes to the PDL are generally not acceptable. However, mid-year changes resulting from drug recalls, the introduction of new clinically superior drugs, drugs off patent, or patient safety issues are allowed.

6.18.1b ***Flexible Formularies (two)*:** Under the Flexible Formulary, Generics may be on Level 1 or excluded. Brand Drugs may be on Level 1, 2, or 3 or excluded. A proposed PDL that includes Generics on Level 2 or Level 3 does not meet the Program requirements for the Flexible Formulary Drug List and would not be acceptable. Drugs may be excluded from the Flexible Formulary based on sound clinical and financial criteria, as follows: In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement on the second or third level of the PDL nor to appeal a drug exclusion. The Flexible Formulary is updated once a year on January 1st. Mid-year changes to the PDL are generally not acceptable. However, mid-year changes resulting from drug recalls, the introduction of new clinically superior drugs, drugs off patent, or patient safety issues are allowed. The "Enhanced Flexible Formulary" adds a "Brand for Generic" feature to the Flexible Formulary. With this feature, a brand-name drug may be placed on Level 1, or excluded, and the generic equivalent placed on Level 3, or excluded. With State approval, these placements may be revised mid-year when such changes are advantageous to the Plan.

Access to one or more drugs in select therapeutic categories may be restricted (not covered) if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that:

a. contain an active ingredient available in and therapeutically equivalent to another drug covered in the class;

b. contain an active ingredient which is a modified version of and therapeutically equivalent to another covered Prescription Drug Product;

c. are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent.

6.18.1c ***Excelsior Plan PDL*****:** Under the Excelsior Plan PDL, both Brand and Generic Drugs may be placed on Level 1, 2 or 3 or excluded. A proposed PDL that includes Generics on Level 2 or Level 3 and/or has Brand Drugs on Level 1 meets Program requirements and would be acceptable for the Excelsior Plan. Drugs may be excluded from the Excelsior Plan PDL based on sound clinical and financial criteria. In addition, the current benefit design does not allow an Enrollee to appeal a drug's placement on the second or third level of the PDL nor to appeal a drug exclusion. The Excelsior Plan PDL may be updated throughout the year. It is currently updated on January 1 and July 1 each year. The goal of the Excelsior Plan PDL is to offer a therapeutically sound formulary that results in a Plan design that costs a minimum of 15% less than the Empire Plan Flexible Formulary.

6.18.2 The Contractor's PDL's must be based on sound clinical criteria. The Contractor's Book of Business PDL for the Excelsior Plan PDL must include non-self administered, intravenous and intramuscular injectable drugs covered under the Excelsior benefit plan design. In designating a drug as preferred or non-preferred for the Traditional Empire Plan PDL and Flexible Formulary Drug Lists, the Contractor must ensure that drugs recognized in documented medical evidence and studies as clinically superior to similar drugs in a therapeutic class be designated as preferred. In situations where there are multiple drugs in a therapeutic class of similar clinical characteristics, net costs shall be considered in determining a drug's status as preferred or non-preferred. For the Traditional Empire Plan PDL, generally, one or more single source Brand Dugs in a therapeutic category shall be designated as preferred, unless there is compelling clinical reason for not promoting the use of the Brand Drug(s). The composition of the PDL for the Flexible Formulary and the Traditional PDL will be developed by the Contractor and reviewed annually by the Department.

6.18.3 The Contractor may recommend and the Department may, at its sole discretion, approve a mid-year change in a drug's status from non-preferred to preferred for the Flexible Formularies and Traditional PDL. Any recommended mid-year changes to the PDLs shall be provided to the Department with a summary of the clinical and financial implications to the DCS Program. In the instance when a change to a Preferred Drug List is approved outside of the annual update, the Contractor's communication responsibilities are the same as the annual PDL update. For the Excelsior Plan, the timing of up-tiers and exclusion shall be consistent with the Contractor's Book of Business PDL.

6.18.4 Developing Preferred Drug List's for each of the four benefit designs, subject to the review and approval of the Department, for the purpose of distributing printed copies to Enrollees and medical providers. Additionally, electronic copies will be developed for posting on the Department's website and the Contractor's customized website for the DCS Program in order to inform Enrollees and providers of the placement of the most commonly prescribed medications on each Preferred Drug List. The Department shall be responsible for the distribution of the printed PDL provided by the Contractor on an annual basis to Enrollees. The Contractor shall be responsible for producing and distributing all other copies of the printed PDL, including but not limited to supplies sent to agencies, those sent with Contractor mailings to Enrollees and individual requests by Enrollees or providers. The Contractor is required to promptly mail the Preferred Drug List to Enrollees who call requesting a copy.

6.18.5 Compiling and organizing the PDLs in two versions, limited to the most commonly prescribed medications for posting and distribution: an alphabetical listing of Preferred Drugs and a listing of Preferred Drugs categorized by therapeutic category. A full listing of the PDL must be available for posting on the website. The Contractor must work with the Department on the format of the PDL. The PDL that is developed for distribution to Enrollees, and providers and posted on the website's must provide notice of the pending introduction of a generic equivalent for one or more strengths of a particular Brand Drug that could result in one or more strengths of the drug being moved to non-preferred status during the year, The PDL shall also list the name of the reference product in parenthesis next to the name of the Generic Drug (i.e. simvastatin (Zocor) unless the Department otherwise directs. The PDL shall indicate those drugs that require Prior Authorization

and those drugs eligible for the Half Tablet Program. The Contractor shall inform the Department of any rebate implications to the DCS Program as a result of including this information on the PDL.

6.18.6 Developing the PDL in a timely manner so that the Department approved, printed PDL is available to be communicated to Enrollees and posted to the website at least forty-five (45) Days before the start of the Calendar Year, to coincide with the DCS Program's option transfer period for Enrollees.

6.18.7 Developing and mailing a Department pre-approved disruption letter, via first class mail, to Enrollees who are affected by a drug's exclusion or a Preferred Brand Drug's reclassification to a non-preferred status unless the reclassification is the result of the introduction of an equivalent generic for the Traditional Empire Plan PDL and Flexible Formulary Drug List. Disruption mailings for the Enrollees in the Excelsior Plan will follow the disruption mailing plan employed for the Contractor's Book of Business PDL. Such letters must be sent to Enrollees who have utilized a medication at least once within the latest four month time period, regardless of the Days supply or whether the medication is categorized as maintenance or acute. An additional mailing must be sent to Enrollees who are new users of a medication between the date claims records were selected for the initial disruption mailing and the date that the PDL changes go into effect. Such communications should provide to the Enrollee information concerning clinically appropriate alternatives on the first and second level, when applicable, of the Preferred Drug List as of the effective date of the drug's exclusion or change from preferred to non-preferred status. In situations where Enrollees are affected by a Generic Drug's reclassification to a Brand Drug, the Contractor agrees to send a disruption letter to affected Enrollees.

6.18.8 Notifying the Department in writing when a Class I drug recall or voluntary drug withdrawal occurs. The Contractor must take proper action to help promote patient safety. The Contractor will review with the Department the need to communicate and at the Department's discretion will notify Enrollees, Network Pharmacies and/or prescribing Physicians of the Federal Food and Drug Administration drug or device recalls and manufacturer drug or device withdrawals at no additional cost to the DCS Program. Such notification must be timely and all written materials subject to Department review and prior

written approval. The Contractor must to assist the Department in collecting money from recalled products.

6.18.9 Using reasonable efforts to monitor the industry on behalf of the DCS Program and notifying the Department in writing of any class action lawsuits for which a class has been certified and of any proposed orders or settlements that the DCS Program may be entitled to participate in as a member of the class. Unless otherwise notified by the Department, the Contractor shall file claims on behalf of the DCS Program and take all steps necessary to ensure the DCS Program's interests in the class action suit or proposed settlement are protected. Any recoveries collected by the Contractor on behalf of the DCS Program, net of the Contractor's actual costs in securing the DCS Program's participation in the recovery, due the DCS Program must be paid to the DCS Program as set forth in Article XV of this Agreement. The Contractor shall make reasonable efforts to maximize recoveries. Distribution of recoveries, net of the Contractor's actual costs incurred on behalf of the DCS Program, shall be made consistent with the terms of the final settlement order or court decision. The Contractor shall assist the State in its recovery efforts and provide the claims and rebate data required to file a claim on behalf of the DCS Program when requested by the Department.

6.18.10 Holding an annual meeting with the Department to review upcoming Traditional Empire Plan PDL and Flexible Formulary Drug List changes prior to the effective date of any changes. This meeting will include a review of the Contractor's Book of Business PDL strategy. Upon the Department's request the Contractor shall provide a detailed explanation of the clinical and/or financial basis for the decision to change the classification of the drug (s) on the Traditional Empire Plan PDL and Flexible Formulary Drug List as well as a detailed cost analysis of the impact of the changes to the DCS Program.

6.18.11 Assigning a new strength of a drug to the same PDL Level as the pre-existing strengths of the drug in the event a new strength of a drug already on the Traditional Empire Plan PDL or Flexible Formulary Drug List is shipped from the manufacturer or wholesaler.

6.18.12 For the Traditional Empire Plan PDL and the Flexible Formulary Drug List, designating as Preferred all FDA approved Covered Drugs without therapeutically equivalent

generics prescribed for the treatment of the following diseases; Cancer, Hepatitis, and HIV. FDA approved organ transplant anti-rejection drugs shall also be designated as Preferred Brand Drugs. Post award, the Contractor may recommend other disease states where all the Covered Drugs prescribed to treat the illness would be designated as Preferred.

6.18.13 Working with the medical carrier and the mental health and substance abuse carrier to develop communications such as, but not limited to provider newsletters to ensure that participating providers in those networks are fully apprised of the level/status of Covered Drugs.

6.18.14 The Contractor will be responsible for ensuring the Empire Plan Flexible Formularies and the Traditional Empire Plan Preferred Drug List will be electronically available to Medical Professionals on Rx Hub and Level 1 and Level 2 drugs will be designated as Preferred.

6.18.15 The Contractor will be responsible for protecting the value of the DCS Program's pricing discounts by taking appropriate steps to control Prescription Drug AWP increases.

6.18.16 The Contractor will be responsible for developing, recommending and implementing Brand for Generic Strategies for the Enhanced Flexible Formulary that financially beneficial to the State. All Brand for Generic placements are subject to Department approval. These placements may be revised mid-year, with Department approval, when such changes are advantageous to the Plan.

6.18.17 The Contractor will be responsible for implementing a "New to You Prescriptions" program effective January 1, 2013. This program will require the enrollee to have two 30-day fills of a newly prescribed medication at a Retail Pharmacy prior to being able to obtain a 90-day fill through the Retail Pharmacy or Mail Service Pharmacy.

ARTICLE VII: PERFORMANCE GUARANTEES

The Parties agree that the following guarantees and the corresponding credit amounts for failure to meet the Contractor Performance Guarantees shall be implemented effective January 1, 2014. The Contractor acknowledges and agrees that failure to perform the Program Services features in such a manner which

either meets or exceeds any, and/or all of the Contractor Performance Guarantee(s) as set forth in this Article VII, and/or fails to make any payment(s) of any such credit amounts for such failure to meet any Performance Guarantee(s) does not relieve the Contractor of the performance of the activities, duties, and obligations as otherwise set forth in the Agreement. Credit amounts are cumulative. Amounts due from the Contractor to DCS for failure to perform and audit credit amounts, as determined pursuant to Article XV of this Agreement, shall be made in such amounts as determined by DCS to be final. Upon such determination, DCS shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against the monthly Claims Administration Fee in accordance with Article XV of this Agreement within thirty (30) Days of receiving such notification by the DCS. These amounts must also be applied as a credit against the Claim Administration Fee reported in the Annual Financial Report.

7.1.0 Implementation and Start-up Guarantees and Credit Amount

7.1.1 ***Guarantee:*** The Contractor guarantees that all Implementation and Start-up activities will be completed no later than December 31, 2013 so that, effective January 1, 2014, the Contractor can assume full operational responsibility for the DCS Program. For the purpose of this guarantee, the Contractor must, on January 1, 2014, have in place and operational:

7.1.1a a contracted Retail Pharmacy Network that meets the access standards set forth in Section 7.4.0 of this Agreement. Additionally, in order to meet the Contractor's implementation guarantee, the network implemented on January 1, 2014 must include all chain pharmacies with more than 20 locations and all groups of 20 or more independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, as identified in the Contractor's Proposed Retail Pharmacy Network File, to the extent the subject chains and/or independent Pharmacy groups continue in operation on and after January 1, 2014.

The DCS Program requires that all chain pharmacies with less than 20 locations, groups of less than 20 independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, and all independent pharmacies, as identified in the Contractor's Proposed Retail Pharmacy Network File, included in the Contractor's Retail Pharmacy Network

implemented on January 1, 2014. Acceptable reasons for non-participation of independents, smaller chains or groups of individual pharmacies contracting collectively on January 1, 2014 include, and are limited to: a Pharmacy's violation of state and/or federal laws; a Pharmacy's failure to meet the Contractor's credentialing criteria; or a Pharmacy's failure to fulfill its contractual obligations and no remedy can be achieved. On January 1, 2014, the Retail Pharmacy Network must meet all requirements set forth in Section 6.11.0 of this Agreement and be available to fill Enrollee Prescriptions for all Covered Drugs including Specialty Drugs/Medications(for those Enrollees that don't participate in the Specialty Pharmacy Program);

7.1.1b A fully operational Mail Service Pharmacy Process utilizing facilities as necessary to ensure that Enrollees have access to all Covered Drugs, including Specialty Drugs/ Medications (for those Enrollees that do not participate in the Specialty Pharmacy Program) as set forth in Section 6.12.0 of this Agreement. The Contractor must have a plan in place to facilitate the transfer of Prescription information, including open refills, prior authorizations and generic appeals from the previous Program administrator and outline the procedures they will utilize to assure a smooth mail service transition for Enrollees;

7.1.1c A fully operational Specialty Pharmacy Program utilizing facilities as necessary to ensure that Enrollees have access to all covered Specialty Drugs/Medications (for those Enrollees that participate in the Specialty Pharmacy Program) as set forth in Section 6.13.3 of this Agreement. The Contractor must have a plan in place to facilitate the transfer of specialty Prescription information, including open refills and prior authorizations, from the previous provider of service and outline the procedures that will be utilized to assure a smooth Specialty Pharmacy Program transition for affected Enrollees;

7.1.1d A fully operational call center providing all aspects of customer support and services as set forth in Section 6.5.0 of this Agreement;

7.1.1e An on-line claims processing system that applies DCS approved edits and point of service edits, including drug utilization review edits, as set forth in

Section 6.14.0 of this Agreement;

7.1.1f An on-line claims processing system with real time access to the most updated, accurate enrollment and eligibility data provided by DCS to correctly pay claims for eligible Enrollees/Dependents consistent with Program benefit design and contractual obligations; and

7.1.1g A fully functioning customized Program website with a secure dedicated link from DCS's website able to provide Enrollees with on-line access to the specific website requirements as set forth in Section 6.5.4 of this Agreement.

7.1.2 ***Credit Amount:*** The Contractor's quoted percent to be credited for each day that all Implementation and Start-Up requirements are not met is (TBD) percent ((TBD)%) of the 2014 Claims Administration Fee (prorated on a daily basis).

7.2.0 <u>Enrollment Management Guarantee and Credit Amount</u>

7.2.1 ***Guarantee:*** The Contractor guarantees that one hundred percent (100%) of all DCS Program enrollment records that meet the quality standards for loading will be loaded into the Contractor's enrollment system within twenty-four (24) hours of release by DCS.

7.2.2 ***Credit Amount*:** For each 24 hour period beyond twenty-four (24) hours from the release by DCS that one hundred percent (100%) of the DCS Program enrollment records that meet the quality standards for loading is not loaded into the Contractor's enrollment system, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD).

7.3.0 <u>Management Reports and Claim Files Guarantee and Credit Amount</u>

7.3.1 ***Guarantee:*** For each management report or claim file listed in Article XVI of this Agreement, the Contractor guarantees that accurate management reports and claims files shall be delivered to the DCS no later than their respective due dates inclusive of the date of receipt.

7.3.2 ***Credit Amount*:** For each management report or claim file listed in Article XVI of this Agreement that is not received by its respective due date, the Contractor shall credit

against the DCS Program's Claims Administration Fee the amount of $(TBD) per report per each Business Day between the due date and the date the management report or claims file is received by the DCS inclusive of the date of receipt.

7.4.0 Retail Pharmacy Network Access Guarantee and Credit Amount

7.4.1 ***Guarantee:*** The Contractor guarantees that effective January 1, 2014 and throughout the term of the Agreement:

7.4.1a At least ninety percent (90%) of Enrollees in urban areas will have access to a Network Pharmacy. The minimum access guarantee for Enrollees in urban areas is at least one (1) Network Pharmacy, within two (2) miles of an Enrollee's home;

7.4.1b At least ninety percent (90%) of Enrollees in suburban areas will have access to a Network Pharmacy. The minimum access guarantee for Enrollees in suburban areas is at least one (1) Network Pharmacy, within five (5) miles of an Enrollee's home; and

7.4.1c At least seventy percent (70%) of Enrollees in rural areas will have access to a Network Pharmacy. The minimum access guarantee for Enrollees in rural areas is at least one (1) Network Pharmacy, within fifteen (15) miles of an Enrollee's home.

7.4.2 ***Credit Amount:***

7.4.2a The Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee for any quarter in which the Network Pharmacy Access for Urban Areas Guarantee is not met by the Contractor.

7.4.2b The Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the ninety percent (90%)

minimum access guarantee for any quarter in which the Network Pharmacy Access for Suburban Areas Guarantee is not met by the Contractor.

7.4.2c The Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the seventy percent (70%) access guarantee for any quarter in which the Network Pharmacy Access for Rural Areas Guarantee is not met by the Contractor.

7.4.3 Measurement of compliance with each access guarantee in Section 7.4 of this Agreement will be based on a "snapshot" of the Retail Pharmacy Network taken on the last Day of each quarter within the current Plan Year. The results must be provided in the format specified by DCS in Exhibit B, the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," unless otherwise specified by DCS. The report is due thirty (30) Days after the end of the quarter.

7.5.0 **Turnaround Time for Claims Adjudication Guarantee and Credit Amount**

7.5.1 ***Guarantee:*** The Contractor guarantees that at least ninety-nine and five-tenths percent (99.5%) of Enrollee submitted claims that require no additional information in order to be properly adjudicated that are received by the Contractor shall be turned around within ten (10) Business Days. Turnaround time is measured from the date the Enrollee-submitted claim is received in the Programs designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent.

7.5.2 ***Credit Amount:*** For each .01 to .25% of Enrollee-submitted claims that require no additional information in order to be properly adjudicated that are received by the Contractor and not turned around within ten (10) Business Days from the date the claim is received in the Contractor's DCS designated Post Office Box to the date the Explanation of Benefits is received by the mailing agent, below the standard of ninety-nine and five-tenths percent (99.5%), as calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD).

7.6.0 **Turnaround Time for Mail Service Prescriptions Guarantee and Credit Amount**

7.6.1 ***Guarantee:*** The Contractor guarantees that at least ninety-five percent (95%) of all non-intervention mail service Prescriptions will be turned around in two (2) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription order received on Monday, January 6, 2014, by the mail service Pharmacy, must be received by the mailing agent no later than Thursday, January 9, 2014;

7.6.2 ***Credit Amount:*** For each .01 to 1.0% below ninety-five percent (95%) percent of all non-intervention mail service Prescriptions not turned around within two (2) Business Days, calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD).

7.6.3 ***Guarantee*****:** The Contractor guarantees that at least ninety-five percent (95%) of all intervention mail service Prescriptions shall be turned around in five (5) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the date the Prescription is received by the mail service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription order received on Monday, January 6, 2014 by the Mail Service Pharmacy must be received by the mailing agent no later than Tuesday, January 14, 2014.

7.6.4 ***Credit Amount:*** For each .01 to 1.0% below ninety-five percent (95%) of all intervention mail service Prescription not turned around within five (5) Business Days, calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD).

7.7.0 **<u>Program Call Center Telephone Guarantees and Credit Amounts</u>**

7.7.1 ***Guarantees:***

7.7.1a ***Call Center Availability*****:** The DCS Program's service level standard requires that the Contractor's telephone line will be operational and available to Enrollees, Dependents, and pharmacies at least ninety-nine and five-tenths percent *(*99.5%)

of the Contractor's Call Center Hours. The call center availability shall be reported monthly and calculated quarterly;

7.7.1b ***Call Center Telephone Response Time:*** The DCS Program's service level standard requires that at least ninety percent (90%) of the incoming calls to the Contractor's telephone line will be answered by a customer service representative within sixty (60) seconds. Response time is defined as the time it takes incoming calls to the Contractor's telephone line to be answered by a customer service representative. The call center telephone response time shall be reported monthly and calculated quarterly;

7.7.1c ***Telephone Abandonment Rate*:** The DCS Program's service level standard requires that the percentage of incoming calls to the Contractor's telephone line in which the caller disconnects prior to the call being answered by a customer service representative will not exceed three percent (3%). The telephone abandonment rate shall be reported monthly and calculated quarterly; and

7.7.1d ***Telephone Blockage Rate*:** The DCS Program's service level standard requires that not more than three percent (3%) of incoming calls to the customer service telephone line will be blocked by a busy signal. The telephone blockage rate shall be reported monthly and calculated quarterly.

7.7.2 ***Credit Amounts:***

7.7.2a ***Call Center Availability*:** For each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) that the Contractor's telephone line is not operational and available to Enrollees, Dependents, and Pharmacies during the Contractor's Call Center Hours calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) per quarter;

7.7.2b ***Call Center Telephone Response Time*:** For each .01 to 1.0% of incoming calls to the Contractor's telephone line below the standard of ninety percent (90%) that is not answered by a customer service representative within sixty (60) seconds,

calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) per quarter;

7.7.2c ***Telephone Abandonment Rate*****:** For each .01 to 1.0% of incoming calls to the Contractor's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of three percent (3%) calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) per quarter; and

7.7.2d ***Telephone Blockage Rate*****:** For each .01 to 1.0% of incoming calls to the contractor's telephone line that is blocked by a busy signal, in excess of three percent (3%), calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) per quarter.

7.8.0 **Program Claims Processing System Availability Guarantee and Credit Amount**

7.8.1 ***Guarantee:*** The Contractor guarantees that the DCS Program's online claims processing system be available at least ninety-nine and five-tenths percent (99.5%) of the time excluding periods of scheduled down time which shall be reported in advance to DCS and kept to a minimum, based on a 24 hours a Day, 7 Days a week availability.

7.8.2 ***Credit Amount:*** For each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) that the Contractor's online claims processing system for the DCS Program, based on a 24 hours a Day, 7 Days a week availability, excluding periods of scheduled down time, which shall be reported in advance to DCS and kept to a minimum, is not available, as calculated on a quarterly basis, the Contractor shall credit against the DCS Program's Claims Administration Fee the amount of $(TBD) per each quarter.

ARTICLE VIII: MODIFICATION OF PROGRAM SERVICES

8.1.0 In the event that laws or regulations enacted by the Federal government and/or the State have an impact upon the conduct of this Agreement in such a manner that the DCS determines that any design elements or requirements of the Agreement must be revised, the DCS shall notify the Contractor of any such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.

8.2.0 In the event that the NYS and the unions representing State Employees enter into collective bargaining agreements, or the State otherwise requires changes in Plan design elements or requirements of the Agreement, the DCS shall notify the Contractor of such changes and shall provide the Contractor with reasonable notice to implement such changes.

8.3.0 To the extent that any of the events as set forth in this Article shall take place and constitute a material and substantial change in the delivery of services that are contemplated in accordance with the terms of the DCS Program as of the Effective Date and which the Contractor is required to perform or deliver under the Agreement, the Contractor may submit a written request to the DCS to initiate review of the fee(s) received by the Contractor for services provided and guarantees made by the Contractor under the terms of the Agreement, accompanied by appropriate documentation. The DCS reserves the right to request, and the Contractor shall agree to provide additional information and documentation the DCS deems necessary to verify that an increase in the fee(s), or modification of the guarantees is warranted. The DCS will agree to modify the fee(s) to the extent necessary to compensate the Contractor for documented additional costs determined by DCS to be reasonable and necessary. The DCS will agree to modify guarantees as determined by DCS to be necessary to reflect DCS Program modifications. Should the DCS approve the Contractor’s request to modify the fee(s) and/or guarantees, such approval shall be subject to written amendment and approval by OSC and the AG. The Contractor shall implement changes as required by the DCS with or without final resolution of any fee proposal.

8.4.0 Any changes made by NYSIF to the scope of its contract with the Contractor for Prescription Drug Program Services after execution of this Agreement, including but not limited to the request to include any individual independent Network Pharmacy(ies), shall have no impact on this Agreement or cost thereunder, unless the change is agreed to by DCS.

ARTICLE IX: DEVELOPMENT OF SUMMARY PLAN DESCRIPTIONS

9.1.0 The Contractor shall present to the DCS its recommendations for the development of the necessary Summary Plan Descriptions for the Empire Plan, Excelsior Plan and SEHP Prescription Drug Programs. The DCS shall review the Contractor's recommendations and shall

make the final determination regarding the manner in which the Summary Plan Descriptions shall be developed and issued by the Contractor.

ARTICLE X: ENROLLMENT INFORMATION AND RECORDS

10.1.0 The Contractor shall maintain records from which may be determined at all times the names of all Enrollees insured hereunder, and their Dependents, and the benefits in force for each such Enrollee/Dependent, together with the date when any coverage became effective and the effective date of any change in benefits.

10.2.0 The DCS shall transmit enrollment information provided by the Enrollee to the Contractor for the DCS Program in an electronic format through the New York State Benefit Eligibility and Accounting System consistent with Section 6.8.2 of this Agreement. The eligibility rules and the enrollment reports generated as a result of these eligibility rules shall be the sole means of determining valid enrollment for benefits under the DCS Program.

10.3.0 The DCS and the Enrollees/Dependents shall furnish to the Contractor all information that the Contractor may reasonably require with regard to any matters pertaining to the enrollment of Enrollees/Dependents under this Agreement. A person will not be entitled to or deprived of benefits under the Agreement due to clerical errors.

10.4.0 The DCS agrees to provide the Contractor with reasonable access to records of the DCS which may have a bearing on the benefits provided by the Contractor or calculation of the Contractor's Claims Administration Fee as set forth under Article XIV of this Agreement.

ARTICLE XI: DATA SHARING AND OWNERSHIP

11.1.0 All claims and other data related to the DCS Program is the property of the State. Upon the request of the DCS, the Contractor shall share appropriate claims data with other NYSHIP carriers.DCS consultants and the Department's DSS contractor. Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, the Contractor shall not share, sell, release, or make the data available to third parties in any manner without the prior consent of the DCS. The DCS understands that the Contractor is required to share certain claims data with

pharmaceutical manufacturers for purposes of obtaining for the DCS Program all Pharma Revenue due it under the Agreement. The Contractor shall inform the DCS of the types of data being shared for these specific authorized purposes.

ARTICLE XII: DCS PROGRAM CLAIMS REIMBURSEMENT

The DCS Program shall be charged for dispensed drugs consistent with the provisions of this Article XII.

12.1.0 General Provisions

12.1.1 All discounts and dispensing fees for Brand, Generic Drugs and Specialty Drugs/ Medications are guaranteed for the entire term of this Agreement without qualification or condition. In addition, the Contractor's Compound Drug pricing methodology set forth in Article XII of this Agreement, is guaranteed for the entire term of this Agreement without qualification or condition.

12.2.0 Average Wholesale Price (AWP) Source and Brand, Generic Drug and Compound Drug Classification

The pricing formulas set forth in this Article are based on the classification of drugs as either Brand Drugs, Generic Drugs, or Compounded Drugs.

12.2.1 Throughout the term of the Agreement, the Contractor shall utilize (to be determined from the Contractor's Proposal) as the source of Average Wholesale Price (AWP) information for purposes of calculating Ingredient Cost unless the Parties mutually agree in writing to use a different source for AWP information. The AWP used for pricing purposes during claim adjudication should be the AWP in effect on the date the drug was filled.

12.2.2 In the event the national reporting service (source to be determined from the Contractor's Proposal) changes its methodology related to any of the information fields used in the Department's classification of Brand and Generic Drugs, or its methodology for coding drugs in connection with these information fields, the Contractor is obligated to inform the Department in writing of such changes within 30 Days of learning of such changes. Upon written notification, the Parties will meet and agree in writing to any Brand and/or

Generic Drug classification changes that may be necessary to enable the Parties to maintain the same economic position and obligations as are set forth in the Agreement.

12.2.3 Notwithstanding any other provision of the Agreement to the contrary, when during the term of this Agreement industry events have caused the Contractor's source of AWP to become obsolete or no longer available, the parties shall agree on revised pricing terms. In no event shall the DCS Program's actual costs for drugs increase as the result of new pricing terms. The Contractor shall notify the DCS in writing as soon as any information indicating a problem with the future use of the Contractor's AWP source is received. Within two weeks of the initial notification, the Contractor agrees to submit a detailed written proposal to DCS for effectively revising pricing terms including but not limited to a file containing the Contractor's pricing for all drugs dispensed during the prior six months utilizing the current AWP source and the Contractor's revised pricing for such drugs using the proposed methodology. The Contractor's proposal shall ensure continued alignment of the Contractor's interests with those of the DCS Program.

12.2.4 ***Classification Methodology General***

12.2.4a Drugs shall be classified for pricing purposes under this Agreement in accordance with DCS classification determinations based on the definitions contained in Article I of this Agreement. No later than November 15th of each Plan Year, the Contractor shall submit for DCS written approval a file containing all NDCs dispensed through the Program during the prior year and the classification of each NDC derived from application of the Contractor's electronic classification process. To the extent the Contractor's electronic process results in classifications inconsistent with DCS determinations, the Contractor commits to modify its classification methodology to replicate the results of the DCS determination, including the steps set forth in Section 12.2.4b below. The DCS determination shall be final.

12.2.4b To the extent the electronic process fails to comprehensively replicate drug classifications specified by the DCS Program in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and the New York State Insurance Fund

Workers' Compensation Prescription Drug Programs," of this Agreement consistent with the definitions of Brand and Generic Drugs set forth in Sections 1.4.0 and 1.39.0 of this Agreement, the Contractor agrees to modify to the extent possible its electronic processing system before January 1, 2014, including setting appropriate Copayment levels as required, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process from a cost basis to both Enrollee and Plan is in accordance with the DCS determination of classification.

12.2.4c The Contractor shall conduct a year end reconciliation each Plan Year to ensure that the claim amount charged to the Plan is in accordance with the definition of Brand and Generic Drugs set forth in Sections 1.4.0 and 1.39.0 of this Agreement. The reconciliation will include claims paid during the Plan Year and is to be completed by February 15th of the following year. If DCS's review of the Contractor's reconciliation indicates an adjustment is required, then DCS reserves the right to make an adjustment to the Contractor's submitted reconciliation. The Contractor shall credit or debit the Plan as applicable no later than 30 Days following the date of reconciliation and reflect the result in the Annual Financial Statement.

12.3.0 **Brand Drug Determination Methodology**

12.3.1 The classification of a drug as a Brand Drug for the purpose of applying the appropriate pricing formula and Copayment level shall be based on the definition of the Brand Drug set forth in Section 1.4.0. The Contractor shall utilize an electronic process for claims processing using (TBD by Contractor's Proposal) indicators to determine classification with the results subject to the review and approval of DCS for consistency with Section 1.4.0 prior to commencement of all contractual responsibilities on January 1, 2014. The Contractor agrees that the DCS determination shall be final.

12.3.2 To the extent the electronic process fails to comprehensively replicate drug classifications proposed by the DCS Program in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs

RFP" of this Agreement consistent with the definition of Brand Drug set forth in Section 1.4.0 of this Agreement, the Contractor agrees to modify its electronic processing system before January 1, 2014, including setting appropriate Copayment levels as required, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process to both Enrollee and Plan is in accordance with the correct classification.

12.3.3 To the extent the Contractor cannot process claims consistent with DCS Brand Drug determinations, the reconciliation process set forth in Section 12.2.4c above will be performed.

12.4.0 <u>Generic Drug Determination Methodology</u>

12.4.1 The classification of a drug as a Generic Drug for the purpose of applying the appropriate pricing formula shall be based on the definition of Generic Drug set forth in Section 1.39.0 of this Agreement. The Contractor shall utilize an electronic process using (TBD by Contractor's Proposal) indicators to establish classification with the results subject to the review and approval of DCS prior to commencement of all contractual responsibilities on January 1, 2014. The Contractor agrees that the DCS determination shall be final.

12.4.2 To the extent the electronic process fails to comprehensively replicate the drug classification proposed by the Program in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement consistent with the definition set forth in 1.34.0 of this Agreement, the Contractor agrees to modify its electronic processing system before January 1, 2014, including setting appropriate Copayment levels as required, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process to both Enrollee and Plan is in accordance with the correct classification.

12.4.3 To the extent the Contractor cannot process claims consistent with DCS Generic Drug determinations, the reconciliation process set forth in Section 12.2.4c above will be performed.

12.5.0 <u>Compound Drug Determination Methodology</u>

The Contractor shall implement a process to review Compound Drug claim submissions for compliance with the contracted definition. The classification of a drug as a Compound Drug for the purpose of applying the appropriate pricing formula shall be based on the definition of Compound Drug set forth in Section 1.11.0 of this Agreement.

12.6.0 Program's Lesser of Logic

The Program's Lesser of Logic applies to all claims processed under the DCS Program. Retail Generic Prescriptions assigned a MAC price shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary); the AWP discount contracted with the Network Pharmacy plus dispensing fee; or the Maximum Allowable Cost plus dispensing fee. Retail Brand Prescriptions and Generic Prescriptions that are not assigned a MAC price shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); the Discounted Ingredient Cost contracted with Network Pharmacy plus dispensing fee; or the Pharmacy-submitted Ingredient Cost plus dispensing fee. Mail Service Pharmacy Generic Prescriptions shall be charged to the Plan at the following Lesser of Logic: The lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary; the Minimum Guaranteed Discounted Ingredient Cost off of AWP plus dispensing fee or the Maximum Allowable Cost plus dispensing fee. Mail Service Pharmacy Brand and Specialty Pharmacy Brand and Generic Prescriptions shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); or the Guaranteed Discounted Ingredient Cost off of AWP plus dispensing fee. Once the Lesser of Logic has been applied, the pricing methodology resulting in the lowest claim cost to the Plan is determined, and to that amount any applicable sales tax is added and the applicable Copayment and any ancillary fee resulting from application of the Program's Mandatory Generic Substitution provisions are deducted.

12.7.0 <u>Mandatory Generic Substitution at Retail and Mail</u>

The Contractor shall:

12.7.1 Apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The Contractor shall apply mandatory generic substitution to all specific NDC's (inactive or active) of Brand Drugs. The DCS Program's mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

12.7.2 Establish the Ancillary Charge by calculating the difference in the Discounted Ingredient Cost of the Brand Drug and the Discounted Ingredient Cost of the equivalent A-rated Generic Drug or authorized Generic Drug based on the programs' MAC List price assigned when a Brand Drug for which an A-rated or authorized Generic Drug has been introduced in the market is dispensed to the Enrollee. In such cases, the Enrollee shall be responsible for paying the applicable Non-Preferred Brand Drug Copayment plus Ancillary Charge not to exceed the cost of the drug to the DCS Program. The Ancillary Charge shall be assessed even in the event a doctor has specifically directed a Pharmacist to dispense the Brand Drug rather than the A-rated or authorized Generic Drug through DAW notation.

12.7.3 Monitor the pharmaceutical industry on behalf of DCS to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Contractor shall inform the DCS of anticipated shipping dates of the first Generic Drug introduced into the market for one or more strengths of a particular Brand Drug.

12.7.4 Following the first shipment of a first Generic Drug for one or more strengths of a particular Brand Drug, the Contractor is required to:

12.7.4a Inform the DCS as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment, (from manufacturer to wholesaler or retailer) of the financial impact of enforcing mandatory generic substitution via the "MAC Alert Notice" detailed in Section 16.6.1 of this Agreement.

12.7.4b For those drugs that will result in a lower net cost to the DCS Program by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in Section 12.7.4a above. The Contractor shall add the GCN to the Programs' MAC List and begin enforcement as soon as practicable but in no event later than fourteen (14) Days after the first date of shipment provided that the Retail Network Pharmacies are able to obtain the Generic Drug. In the case where a GCN is already subject to MAC pricing the Contractor is required to immediately apply the MAC price and mandatory generic substitution to any NDC added to the GCN following the first date of shipment.

12.7.4c For those drugs that could potentially result in a higher net cost to the DCS Program by enforcing mandatory generic substitution, the Contractor shall provide the "MAC Alert Notice" as described in Section 12.7.4a above. DCS, in its sole discretion, may determine that enforcement is contrary to the best financial interests of the DCS Program and shall inform the Contractor whether Mandatory Generic Substitution shall be applied. If the Contractor does not receive a formal response to the information provided via the "MAC Alert Notice," enforcement shall commence and the GCN shall be added to the Programs' MAC List effective on the 21st Day after shipment (from manufacturer to wholesaler or retailer) of the first A-rated generic equivalent drug or authorized Generic Drug provided that the Pharmacies are able to obtain the Generic Drug. In the event the DCS decides to exercise its discretion not to enforce mandatory generic substitution, the Contractor shall apply MAC pricing to the Generic Drug.

12.7.4d To assist the DCS in determining whether or not mandatory generic substitution should be enforced within 21 Days, the Contractor shall survey its Retail Pharmacy Network to identify the Pharmacies that are unable to obtain the new generic within 21 Days. The Contractor shall submit this information to the DCS

and provide any additional information as required by DCS to reach a determination. The DCS, in its sole discretion, shall determine based on such evidence how the DCS Program's mandatory generic substitution provisions shall be applied. The DCS Program will not consider and the Contractor shall not act on availability information provided by 3rd party sources, including but not limited to Medi-Span, Red Book, First Data Bank or wholesalers.

12.7.4e For Preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall be changed from preferred to non-preferred status concurrent with the commencement of the enforcement of mandatory generic substitution. Enrollees prescribed strengths of the Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Level 1 Copayment unless the prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Level 3 Copayment and Ancillary Charge. Enrollees prescribed strengths of the Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Level 2 Copayment and mandatory generic substitution provisions shall not apply.

12.7.4f For Non-Preferred Brand Drugs for which an A-rated or authorized Generic Drug has been introduced into the market for one or more strengths of a Brand Drug, the status of the Brand Drug shall remain non-preferred for all strengths. Concurrent with enforcement of mandatory generic substitution, Enrollees prescribed strengths of the Non-Preferred Brand Drug for which an A-rated or authorized Generic Drug has been introduced shall receive the Generic Drug and be charged the Level 1 Copayment unless the prescribing Physician requires that the Brand Drug be dispensed. In that case, the Enrollee shall be charged the applicable Level 3 and Ancillary Charge. Enrollees prescribed strengths of the Non-Preferred Brand Drug for which no A-rated or authorized Generic Drug has been introduced shall continue to receive the prescribed drug at the applicable Level 3 Copayment and mandatory generic substitution provisions shall not apply.

12.7.4g The Contractor shall require the dispensing Network Pharmacy to inform the Enrollee prior to dispensing the Brand Drug, that an Ancillary Charge would be applied in addition to the applicable Level 3 Copayment. If the prescribing Physician requires the Brand Drug be dispensed, the Contractor shall require the dispensing Network Pharmacy to collect the applicable Level 3 Copayment plus the calculated Ancillary Charge. However, under no circumstances shall the Enrollee's total cost exceed what the actual cost of the Brand Drug would have been to the Program after application of the DCS Program's Lesser of Logic provisions.

12.7.4h Charge the DCS Program based on the Programs' MAC List price assigned to the GCN of the dispensed Brand Drug subject to the Program's Lesser of Logic set forth in Section 12.6.0 of this Agreement, plus the applicable dispensing fee as set forth in Section 12.8.3m of this Agreement.

12.7.4i Receive DCS written approval for any and all exceptions to the DCS Program's mandatory generic substitution provisions, beyond the approval of specific generic appeals. Following commencement of mandatory generic substitution, the Contractor must receive DCS approval prior to suspending enforcement of the DCS Program's mandatory generic substitution provisions.

12.7.4j Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the DCS Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the DCS Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug, be charged the applicable Level 1 Copayment and the DCS Program charged based on Generic Drug pricing. The Contractor's claims processing system must reject, with appropriate messaging, claims for Brand

Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code requiring resubmission of the claim (since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy). Similar rules shall be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the DCS Program's mandatory generic substitution requirements. These rules are specified in Section 6.14.4 of this Agreement.

12.7.5 Immediately notify DCS in writing of changes (from brand to generic or generic to brand) in the NDC classification submitted by the Contractor pursuant to Section 12.2.4 of this Agreement.

12.8.0 Retail Pharmacy Network Claims

12.8.1 The cost of all Covered Drugs dispensed at Network Pharmacies shall be charged to the DCS Program consistent with the requirements set forth in this section, including but not limited to application of the Lesser of Logic set forth in Section 12.6.0 of this Agreement. Under no circumstances may the Enrollee be charged costs not specifically provided for under the Plan benefit design.

12.8.1a The Contractor shall ensure that the Network Pharmacy collects the appropriate Copayment specified by DCS plus Ancillary Charge, if applicable, from the Enrollee and will charge the Program the Discounted Ingredient Cost as determined through the application of the Lesser of Logic detailed in Section 12.6.0 of this Agreement plus the Contractor's applicable pharmacy contracted dispensing fee minus the applicable Copayment for all drugs dispensed through a Network Pharmacy.

12.8.1b If the cost derived through application of the DCS Program's Lesser of Logic provision as set forth in 12.6.0 of this Agreement, plus the applicable dispensing fee and any applicable tax, is lower than the Enrollee's applicable Copayment, then the Contractor shall ensure that the Enrollee is not charged more than that cost of the drug.

12.8.1c The Contractor shall administer a control process at point of service to protect the DCS Program from any inflated AWP costs associated with "repackaged" drugs charged to the DCS Program.

12.8.2 **Retail Pharmacy Network Brand Drug Pricing**

12.8.2a The Contractor shall charge the DCS Program utilizing Pass-through Pricing for all Brand Drugs dispensed to Enrollees through the Network Pharmacies.

12.8.2b The Contractor shall use the following Ingredient Cost and dispensing fee, minus Copayment and applicable Ancillary Charge, if any, to charge the DCS Program for each Prescription for a covered Brand Drug dispensed by a Network Pharmacy throughout the term of the Agreement subject to application of the Lesser of Logic as set forth in Section 12.6.0 of this Agreement.

12.8.2b(1) ***Ingredient Cost of Brand Drug Dispensed at Retail Pharmacy*** Pass-through Pricing based on the terms of the Contractor's agreement with the dispensing Pharmacy related to Brand Drugs. (Pricing is subject to an overall annual minimum discount of (TBD) % off the aggregate AWP and annual maximum dispensing fee of (TBD) for all Brand Drugs dispensed through Network Pharmacies.)

12.8.2c The Contractor shall guarantee an overall minimum discount off of the aggregate AWP for all Brand Drugs dispensed at Retail Network Pharmacies as defined in the RFP. The Contractor guarantees the DCS Program that its management of Brand Drug costs dispensed by pharmacies shall result in the Plan achieving the Contractor's proposed overall Guaranteed Minimum Discounts of [TBD] during the Plan Year. The discounts achieved off of the aggregate AWP for all Brand Drugs as a result of Pass-through Pricing will be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Brand Drugs divided by sum of AWP of dispensed Brand Drugs). The aggregate discount calculation will be based on Pharmacy Prescriptions filled with a Brand Drug where the Plan was the primary payer (including Enrollee submit claims). Claims submitted for secondary payer consideration, Compound Drug claims, and claims submitted by governmental entities must be excluded from the aggregate

discount calculation. In addition, claims with a calculated AWP discount greater than 50% will be excluded pending receipt of supporting documentation by the Contractor and verification by the Department as to the validity of the calculated discount; and

(Amended April 4, 2012)

12.8.2d If the overall aggregate discounts obtained, as calculated utilizing the formula set forth in the prior paragraph, are less than the Guaranteed Minimum Discounts of [TBD], the Contractor shall reimburse the DCS Program the difference between the Ingredient Cost the DCS Program was charged utilizing Pass-through Pricing and the Ingredient Cost the DCS Program would have been charged if the Guaranteed Minimum Discount of [TBD] off of the aggregate AWP had been obtained. The DCS Program will be credited annually for this difference in Ingredient Cost. The DCS Program shall retain the benefit of any cost savings, in excess of the Offeror's proposed Guaranteed Minimum Discounts off the aggregate AWP for all Brand Drugs dispensed by pharmacies.

This calculation shall be performed for each Plan Year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the Department on July 31st. If the Department Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Department reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by February 15th of the following year.~~ Upon approval by the Department, ~~T~~the Contractor shall pay/credit the Plan the applicable amount, if any, within 30 Days. ~~following the February 15th calculation. If the Department's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Department reserves the right in its sole discretion to make an adjustment to the Contractor's calculations.~~ The Contractor shall also reflect the adjustment, if any, in the Contractor's Annual Financial Summary Report. ~~On July 31st following each Plan Year, the Offeror shall perform a reconciliation to include claims incurred in each Plan Year and paid through June of the following Plan Year.~~

~~Based on this reconciliation, the Department shall receive an adjustment, if necessary, within 30 Days following the date of the reconciliation and the adjustment shall be included in the following year's Annual Financial Summary Report.~~ The DCS Program shall retain the benefit of any cost savings, in excess of the Offeror's Guaranteed Minimum Discount of [TBD] off the aggregate AWP. Any shortfall in the Guaranteed Minimum Discount of this Agreement cannot be recovered by the Contractor in subsequent years.

12.8.3 Retail Pharmacy Network Generic Pricing

The Contractor shall:

12.8.3a Maximize the discount achieved on behalf of the DCS Program for Generic Drugs dispensed by Network Pharmacies. The Contractor or its Key Subcontractor, if any, must manage the Programs' MAC List consistent with, or better than, their most aggressive generic pricing list used to reimburse Pharmacies. The Contractor shall charge the Program utilizing Pass-through Pricing for all Generic Drugs dispensed to Enrollees through the Network Pharmacies.

(Amended April 4, 2012)

12.8.3b Create and maintain a single Program-Specific Maximum Allowable Cost (MAC) List called the Program MAC List setting the Ingredient Cost ~~maximum price~~ the DCS Program shall be charged, and the amount the dispensing Network Pharmacy shall be paid, for the Ingredient Cost for the drugs required to be included on the Program MAC List. Under no circumstances shall the MAC price assigned exceed the Discounted Ingredient Cost to the DCS Program achieved ~~through Pharmacy submitted pricing or pricing achieved~~ by using the Contractor's highest contracted Retail ~~and Mail Service~~ Pharmacy Brand Guaranteed Minimum Discount of [TBD] off of AWP applied to the AWP of the dispensed Generic Drug.

12.8.3c Assign a MAC price to all NDCs of drugs included within a GPI/GCN, including NDCs of all Brand Drugs, containing an A-rated or authorized Generic Drug form of the original Brand Drug in the GPI/GCN. The Contractor shall add the GPI/GCN to the Programs' MAC List and set a MAC price for the GPI/GCN in

accordance with Section 6.16.1 of this Agreement. The provisions of this section require that MAC pricing be applied in no event later than 21 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer. For those Generic Drugs with an established GPI/GCN that are already subject to MAC pricing the Contractor is required to immediately apply MAC pricing to any generic NDC added to the GPI/GCN. All A-rated or authorized Generic Drugs shall be MAC'd in all instances including, but not limited to circumstances in which the DCS in its sole discretion decides not to enforce mandatory generic substitution of the Brand Drug in that GPI/GCN. There shall be one MAC price applicable to all NDCs included in the GPI/GCN on the Programs' MAC List. The MAC price shall be consistent with the process in Section 12.8.3b. However depending on particular market factors, it may be in the best interests of the DCS Program, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information DCS deems necessary to support such action and obtain prior written approval from DCS.

12.8.3d Assign a MAC price to all NDCs of B-rated or unrated Generic Drugs included within a GPI/GCN that does not include an A-rated or authorized Generic Drug. The Contractor shall add the GPI/GCN to the Programs' MAC List and set a MAC price for the Generic Drug NDCs included in the GPI/GCN as soon as practicable, but in no event later than 14 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer concurrent with transmission of the MAC alert notice. The Contractor shall not apply the MAC price to the NDC(s) for Brand Drugs dispensed in the GPI/GCN and shall not enforce the DCS Program's mandatory generic substitution provisions for Brand Drugs dispensed in this GPI/GCN. There shall be one MAC price applicable to all Generic Drug NDCs included in the GPI/GCN. However depending on particular market factors, it may be in the best interests of the DCS Program, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information DCS deems necessary to support such action and obtain prior written approval from DCS.

12.8.3e Charge the DCS Program for non-MAC'd Generic Drugs dispensed, utilizing pass-through pricing of the Contractor's pharmacy contracted discount applied to the AWP of the dispensed Generic Drug. The only Non-MAC'd Generic Drugs shall be Generic Drugs included in GPIs/GCNs required to be on the Programs' MAC List but which have not yet been assigned a MAC price within the required time frame.

12.8.3f The Contractor shall inform the DCS of any market based condition which makes the strict compliance with Section 12.8.3b–12.8.3e of this Agreement contrary to the financial interests of the DCS Program. The DCS in its sole discretion may waive such requirements.

12.8.3g Monitor the Programs' MAC List pricing to ensure that NDCs contained in GPIs/GCNs subject to MAC pricing are paying at the MAC price after application of the DCS Program's Lesser of Logic provisions. The Contractor shall notify the DCS Program of any GPIs/GCNs subject to MAC pricing in which the majority of claims are processing at a basis other than the MAC price.

12.8.3h Agree that there shall be no increases to Programs' MAC List prices where such adjustment is intended to limit the discount achieved on behalf of the DCS Program to the Guaranteed Minimum Discount off of the aggregate AWP as set forth in Section 12.8.3m below, for all Generic Drugs dispensed by Network Pharmacies during the Plan Year.

12.8.3i Provide to the DCS full access to the Programs' MAC List used to price Generic Drugs dispensed by Network and Mail Service Pharmacies for the DCS Program. The Contractor must be prepared to provide valid documented market rationale to support their Programs' MAC pricing should DCS request this information. In order to protect the DCS Program's financial interests from the date of the award until the termination date of the Agreement, the Contractor must agree that any increases to the Programs' MAC pricing must be justified to DCS with valid documented market rationale. Following selection, the Contractor shall manage the content of the Programs' MAC List consistent with the requirements

of this Agreement. Prices assigned to required new additions to the Programs' MAC List shall be equivalent to the Contractor's most aggressive MAC price for that drug. To ensure compliance with these requirements, the Contractor shall notify the DCS on a monthly basis of all changes, additions, and deletions made to the Programs' MAC List in the format specified by DCS in Section 16.4.3 of this Agreement. Compliance with these requirements as noted herein shall be a condition of contract award. Should the selected Offeror fail to comply with the requirements noted herein, the State reserves the right to deem the selected Offeror non-responsive and withdraw said conditional award. Throughout the term of the Agreement, the Contractor commits to use its best efforts to maintain the aggregate effectiveness of its Programs' MAC List. The Contractor must ensure that MAC pricing is reduced to an appropriate level based on any change in market conditions such as increased competition within a GPI/GCN.

12.8.3j The Contractor shall strictly enforce all requirements of the DCS Program's mandatory generic substitution provision as detailed in Section 12.7.0 of this Agreement.

12.8.3k The Contractor guarantees that its management of Generic Drug costs dispensed by Network Pharmacies, including maintenance of the Programs' specific MAC List, and application of pricing provisions related to Generic Drugs that do not meet the requirements for inclusion on the Programs' specific MAC List, shall result in the DCS Program achieving the Contractor's overall Guaranteed Minimum Discount off of the aggregate AWP as set forth in Section 12.8.3m below, for all Generic Drugs dispensed by Network Pharmacies during the Plan Year. The discount achieved off of the aggregate AWP for all Generic Drugs as a result of Pass-through Pricing shall be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Generic Drugs at Retail and Mail Service Pharmacies divided by sum of AWP of dispensed Generic Drugs). The aggregate discount calculation shall be based on Network Pharmacy Prescriptions filled with a Generic Drug where the DCS Program was the primary payer (including Enrollee submitted claims). Claims submitted for secondary payer consideration, Compound Drug claims, and claims submitted by

governmental entities are excluded from the aggregate discount calculation. In addition, claims with a calculated AWP discount greater than 90% and a total AWP greater than $500 shall be excluded pending receipt of supporting documentation by the Contractor and verification by DCS as to the validity of the calculated discount. The setting of an overall minimum discount off of the aggregate AWP for all Generic Drugs dispensed at Network and Mail Service Pharmacies shall in no way modify the Contractor's contractual obligation to maximize the DCS Program's aggregate discount above the Contractor's overall Guaranteed Minimum Discount of [TBD] off of the aggregate AWP.

12.8.3l If the overall aggregate discount obtained, as calculated utilizing the formula set forth in Section 12.8.3k, above, is less than the Guaranteed Minimum Discount set forth in Section 12.8.3m, the Contractor shall reimburse the DCS Program the difference between the Ingredient Cost the DCS Program was charged utilizing Pass-through Pricing and the Ingredient Cost the DCS Program would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP set forth in Section 12.8.3m for all Generic Drugs was obtained.

This calculation shall be performed for each Plan Year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the Department on July 31st. If the Department Agencies' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the Department reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by February 15th of the following year.~~ Upon approval of the DCS, ~~T~~the Contractor shall pay/credit the Plan the applicable amount, if any, within 30 Days. ~~following the February 15th calculation. If DCS's review of the Contractor's calculations indicates an adjustment to the calculation is required, then DCS reserves the right in its sole discretion to make an adjustment to the Contractor's calculations.~~ The Contractor shall also reflect the adjustment, if any, in the Contractor's Annual Financial Summary Report. ~~On July 31st following each Plan Year, the~~

~~Contractor shall perform a reconciliation to include claims incurred in each Plan Year and paid through June of the following Plan Year. Based on this reconciliation, the DCS Program shall receive an adjustment if necessary, within 30 Days following the date of the reconciliation and the adjustment shall be included in the following year's Annual Financial Summary Report.~~ The DCS Program shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discount off the aggregate AWP set forth in Section 12.8.3m for all Generic Drugs dispensed by Network and Mail Service Pharmacies. Any shortfall in the Guaranteed Minimum Discount set forth in Section 12.8.3m cannot be recovered by the Contractor in subsequent years.

12.8.3m The Contractor shall use the following Ingredient Cost and dispensing fee, minus applicable Copayment, to charge the DCS Program for each covered Generic Drug dispensed by Retail Network Pharmacies throughout the term of the Agreement subject to the Lesser of Logic process set forth in Section 12.6.0 of this Agreement.

12.8.3m(1) ***Ingredient Cost of Generic Drug dispensed at Retail Pharmacy:***

Pass-through Pricing based on either the Programs' MAC List or the Contractor's pharmacy contracted discount applied to the AWP of the dispensed Generic drug for Generic Drugs not assigned a MAC . (Pricing is subject to an overall annual minimum discount of (TBD)% off of the aggregate AWP and maximum annual dispensing fee of (TBD) for all Generic Drugs dispensed through Network Pharmacies.)

12.8.4 **Retail Pharmacy Network Compound Drug Pricing**

Compound Drugs must be classified consistent with the definition in Section 1.11.0 of this Agreement.

The Contractor shall:

12.8.4a Implement the pricing methodology for Compound Drugs as set forth in

Section 12.8.4e below. The Contractor's retail Brand Drug dispensing fee and the Program's "Lesser of Logic" will apply;

12.8.4b Charge Enrollees the applicable Level 2 Drug Copayment for all Compound Medications;

12.8.4c Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the DCS Program's definition of a Compound Drug and provides appropriate claim level control procedures to protect the financial interests of the DCS Program; and,

12.8.4d Conduct due diligence as well as audit Network Pharmacies to ensure that drugs are being properly classified as Compound Drugs consistent with the DCS Program's definition of a Compound Drug and to ensure that claims are priced in accordance with the methodology for Compound Medications as set forth in Section 12.8.4e below.

12.8.4e The Contractor shall use the following methodology to charge the DCS Program for each Prescription for a covered Compound Drug/Medication dispensed by a Network Pharmacy throughout the term of the Agreement. The DCS Program shall be charged the lesser of the following:

12.8.4e(1) [Insert Contractor's proposed pricing methodology] or

12.8.4e(2) The Pharmacy Submitted Cost equaling the Total AWP of all ingredients in the Compound as submitted by the Pharmacy. (eg, AWP of NDC 1 plus AWP of NDC 2 plus AWP of NDC 3); OR

12.8.4e(3) The Pharmacy's Usual and Customary price as submitted by the Pharmacy less the dispensing fee plus the sales tax when applicable,

The DCS Program shall be charged the lowest Ingredient Cost derived through application of the above "Lesser of Logic" process plus the dispensing fee (when applicable) minus the preferred drug Copayment.

12.9.0 <u>Mail Service Pharmacy Process Pricing – Brand Drugs, Generic Drugs, and Compound Drugs</u>

The Contractor shall:

12.9.1 Consistently enforce and administer all provisions of the DCS Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Mail Service Pharmacy Process, consistent with the processing of claims through the Retail Pharmacy Network process.

12.9.2 Charge the DCS Program for those drugs dispensed to the Enrollee in original manufacturer packaging, based on the Contractor's source of AWP for the 11 digit NDC of the package size dispensed through the Mail Service Pharmacy Process, subject to MAC pricing for Generic Drugs. If the drug is not dispensed to the Enrollee in original manufacturer packaging (i.e., dispensed from bulk), the DCS Program shall be charged based on the Contractor's source of AWP for the 11 digit NDC of the package size from which the drug was originally dispensed by the Mail Service Pharmacy Process Facility, subject to MAC pricing for Generic Drugs. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's AWP source, the DCS Program shall be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source, subject to MAC pricing for Generic Drugs.
The DCS Program shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer unless such packaging offers a net savings to the DCS Program.

12.9.3 Charge the DCS Program based on the Contractor's pricing terms and dispensing fees applicable to brand, generic, and Compound Drug claims as set forth in 12.9.5, 12.9.6, and 12.9.7 for all Prescriptions submitted through the Mail Service Pharmacy Process. The DCS Program's Lesser of Logic shall be applied.

12.9.4 Ensure that the Mail Service Pharmacy Process Facilities collect the appropriate Copayment specified by DCS plus Ancillary Charge, if applicable, from the Enrollee and will charge the DCS Program the balance of the Discounted Ingredient Cost as determined through the application of the Lesser of Logic detailed in Section 12.6.0 of this Agreement plus the Contractor's applicable guaranteed dispensing fee set forth in

Section 12.11.3, of this Agreement, minus the applicable Copayment for all drugs dispensed through the Mail Service Pharmacy Process.

12.9.5 Mail Service Pharmacy Process - Brand Drug Pricing

The Contractor shall:

12.9.5a Classify Brand Drugs consistent with the definition in Section 1.4.0 of this Agreement as well as the methodology outlined in Section 12.3.0 of this Agreement.

12.9.5b Implement its fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) as set forth below in Section 12.9.5d, that shall be utilized to determine the Ingredient Cost of the Prescription to charge the DCS Program. The Contractor's Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs dispensed to Enrollees through the Mail Service Pharmacy Process.

12.9.5c Ensure that the dispensing Mail Service Pharmacy Process Facility collects the appropriate Brand Drug Copayment plus Ancillary Charge, if applicable, from the Enrollee. If the Ingredient Cost derived through application of the DCS Program's Lesser of Logic provision as set forth in 12.6.0 of this Agreement, plus any applicable tax, is lower than the Enrollee's applicable Copayment, then the Contractor shall ensure that the Enrollee is not charged more than the cost of that drug.

12.9.5d The Contractor shall use the following Ingredient Cost and dispensing fee, minus Copayment and applicable Ancillary Charge, if any, to charge the DCS Program for each Prescription for a covered Brand Drug dispensed through the Mail Service Pharmacy Process throughout the term of the Agreement.

Brand Drug:	Ingredient Cost:	(TBD)% off AWP
	Dispensing Fee:	$(TBD)

12.9.6 Mail Service Pharmacy Process - Generic Drug Pricing

The Contractor shall:

12.9.6a Classify Generic Drugs consistent with the definition in Section 1.39.0 of this Agreement.

12.9.6b Ensure that the Mail Service Pharmacy Process dispensing facility collects the Level 1 Copayment from the Enrollee. If the Ingredient Cost derived through application of the DCS Program's Lesser of Logic provision as set forth in 12.6.0 of this Agreement, plus any applicable tax, is lower than the Enrollee's applicable Copayment, then the Contractor shall ensure that the Enrollee is not charged more than the cost of that drug.

12.9.6c The Contractor shall use the following Ingredient Cost and dispensing fee, minus Copayment, to charge the DCS Program for each Prescription for a covered Generic Drug dispensed through the Mail Service Pharmacy Process throughout the term of the Agreement subject to the Lesser of Logic process set forth in Section 12.6.0 of this Agreement:

Ingredient Cost of Generic Drug dispensed at Mail Service Pharmacy: Pass-through Pricing based on either the Programs' MAC List or the fixed, contracted Mail Service Pharmacy Guaranteed Discount off the equivalent Brand Drug as set forth in Section 12.9.5d for the dispensing of Generic Drugs not assigned a MAC. (Pricing is subject to an overall annual minimum discount of X% off of the aggregate AWP for all Generic Drugs dispensed through the Retail and Mail Services Pharmacies.)

Dispensing Fee: $(TBD)

12.9.6d The contractor must guarantee an overall minimum discount off the aggregate AWP for all Generic Drugs dispensed through the Mail Service Pharmacy, as set forth in 12.8.3 of this Agreement.

12.9.7 <u>Mail Service Pharmacy Process - Compound Drug Pricing</u>

The Contractor shall:

12.9.7a Classify Compound Drugs consistent with the definition in Section 1.11.0 of this Agreement;

12.9.7b Implement its Pass-through Pricing methodology for Compound Drugs as set forth below in Section 12.9.7f. The Contractor's retail Brand Drug dispensing fee and the DCS Program's Lesser of Logic will apply;

12.9.7c Charge Enrollees the applicable Level 2 Copayment for all Compound Medications. If the current Discounted Ingredient Cost or the submitted cost is less than the applicable Level 2 Copayment then the Contractor shall ensure that the Enrollee is charged the lesser amount;

12.9.7d Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the DCS Program's definition and provides appropriate claim level control procedures to protect the financial interests of the DCS Program; and,

12.9.7e Conduct due diligence to ensure that drugs are being properly classified as Compound Drugs consistent with the Program's definition of a Compound Drug and to ensure that claims are priced in accordance with the methodology for Compound Medications as set forth below in Section 12.9.7f below.

12.9.7f The Contractor shall use the following methodology to charge the DCS Program for each Prescription for a covered Compound Drug/Medication dispensed by the Mail Service Pharmacy Process throughout the term of the Agreement. The Contractor shall charge the DCS Program the lesser of the following:

12.9.7f(1) [Insert Contractor's proposed pricing methodology] or

12.9.7f(2) The Pharmacy Submitted Cost equaling the Total AWP of all ingredients in the Compound as submitted by the Pharmacy. (eg, AWP of NDC 1 plus AWP of NDC 2 plus AWP of NDC 3); OR

12.9.7f(3) The Pharmacy's Usual and Customary price as submitted by the Pharmacy less the dispensing fee plus sales tax when applicable.

The DCS Program shall be charged the lowest Ingredient Cost derived through application of the above "Lesser of Logic" process plus the guaranteed dispensing fee (when applicable) minus the Level 2 Copayment. If the Ingredient Cost derived through application of the Compounded Drug methodology above plus the applicable taxes and dispensing fee is lower than the Enrollee's Level 2 Copayment, then the Contractor shall ensure that the Enrollee is not charged more than the cost of that drug.

Dispensing Fee: $(TBD)

12.10.0 Enrollee Submitted Claims

12.10.1 The cost to the DCS Program for Prescriptions for which Enrollees submit direct claims for reimbursement shall be charged to the DCS Program at the actual amounts reimbursed by the Contractor.

12.10.2 The Contractor shall utilize the following methodology to reimburse the Enrollee and charge the DCS Program:

12.10.2a Brand Drugs, including Specialty Drugs/Medications, must be charged to the DCS Program utilizing the Guaranteed Minimum Discount off of AWP for Brand Drugs dispensed at the Retail Pharmacy Network set forth in Section 12.8.2b(1) and retail brand Guaranteed Maximum Dispensing Fee set forth in Section 12.11.3a for Brand Drugs minus the applicable Copayment;

12.10.2b Generic Drugs, including Specialty Drugs/Medications, must be charged to the DCS Program utilizing the Contractor's assigned MAC price for the Retail and Mail Service Pharmacies plus the Guaranteed Maximum Dispensing Fee, for Generic Drugs set forth in Section 12.11.3.a of this Agreement minus the applicable Copayment. Generic Drugs without a MAC price must be charged to the DCS Program using the Contractor's Guaranteed Minimum Discount set forth in Section 12.8.2b(1) applied to the AWP of the dispensed Generic Drug, plus the Guaranteed Maximum generic dispensing fee, set forth in Section 12.11.3a of this Agreement, minus the applicable Copayment;

12.10.2c Compound Drugs must be charged to the DCS Program by applying the methodology for pricing Compound Drugs dispensed through the retail Pharmacy set forth in Section 12.8.4e of this Agreement plus the Guaranteed Maximum dispensing fee set forth in Section 12.11.3a for Compound Drugs minus the applicable Level 2 Copayment; and

12.10.2d The DCS Program's "Lesser of Logic" must be applied to all Enrollee Submitted Claims.

12.11.0 **Dispensing Fee**

12.11.1 The Guaranteed Dispensing Fees and Maximum Guaranteed Dispensing Fees set forth in 12.11.3 of this Section must be guaranteed for the term of this Agreement.

12.11.2 No dispensing fee shall be charged to the DCS Program for any claim that is paid on the basis of the Pharmacy's Usual and Customary price.

12.11.3 The Contractor dispensing fee for Brand Drugs, Generic Drugs and Compound Drugs dispensed by Network Pharmacies shall be Pass-through Pricing, subject to an annual aggregate Maximum Guaranteed Dispensing fee set forth below. The Contractor's Guaranteed Dispensing fees for Brand Drugs, Generic Drugs and Compound Drugs dispensed by the Mail Service Pharmacy Process and the Designated Specialty Pharmacy are set forth below:

12.11.3a Network Retail Pharmacy Guaranteed Maximum Dispensing Fee:

$(TBD) Per Brand Drug
$(TBD) Per Generic Drug
$(TBD) Per Compound Drug

12.11.3b Mail Service Pharmacy Process Guaranteed Dispensing Fee:

$(TBD) Per Brand Drug
$(TBD) Per Generic Drug
$(TBD) Per Compound Drug

12.11.3c Designated Specialty Pharmacy dispensing fees may vary based on the specific NDC of the drug dispensed. Specialty Pharmacy Program dispensing fees are set forth in Exhibit E.

12.11.4 The level of dispensing fees achieved as a result of Pass-through Pricing at Retail Pharmacies will be calculated utilizing the following formula:

Total Retail Network dispensing fees paid by the Plan on an annual basis divided by the number of Final Paid Claims at Retail Network Pharmacies for each of Generic, Brand and Compound claims.

12.11.5 If the overall aggregate dispensing fees paid, as calculated utilizing the formula set forth in Section 12.11.4 of this Agreement are more than the Guaranteed Maximum Dispensing Fee set forth in Section 12.11.3a of the Agreement, for each of Brand, Generic and Compound claims at Retail Network Pharmacies, the Contractor shall reimburse the DCS Program the difference between the Dispensing fee the DCS Program was charged utilizing Pass-through Pricing and the Dispensing Fee the DCS Program would have been charged if the Guaranteed Maximum Dispensing Fee had been obtained. The Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the DCS on July 31st. If the DCS' review of the Contractor's calculations indicates an adjustment to the calculation is required, then the DCS reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. Upon approval by the DCS, the Contractor shall pay/credit the Program the applicable amount, if any, within 30 (thirty) Days. ~~The DCS Program will be credited annually for this difference by February 15th.~~ The DCS Program shall retain the benefit of any cost savings in excess of the Guaranteed Maximum Dispensing Fees set forth in Section 12.11.3. Any shortfall in the Guaranteed Maximum Dispensing Fees set forth in Section 12.11.3 cannot be recovered by the Contractor in subsequent years..

12.12.0 Specialty Pharmacy Program Pricing

The Contractor shall:

12.12.1 Consistently enforce and administer all provisions of the DCS Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Specialty Pharmacy Program, consistent with the processing of claims through the Retail and Mail Service Pharmacy Network processes.

12.12.2 Charge the DCS Program for those drugs dispensed to the Enrollee in original manufacturer packaging, based on the Contractor's source of AWP for the 11 digit NDC of the package size dispensed through the Specialty Pharmacy Program. If the drug is not dispensed to the Enrollee in original manufacturer packaging (i.e., dispensed from bulk), the Program shall be charged based on the Contractor's source of AWP for the 11 digit NDC of the package size from which the drug was originally dispensed by the Designated Specialty Pharmacy. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's AWP source, the DCS Program shall be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source. The DCS Program shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer unless such packaging offers a net savings to the DCS Program.

12.12.3 Charge the DCS Program based on the Contractor's pricing terms and dispensing fees applicable to brand and generic, Specialty Drug/Medication claims as set forth in Sections 12.12.5 through 12.12.9 for all Prescriptions submitted through the Specialty Pharmacy Program.

12.12.4 Ensure that the Designated Specialty Pharmacies collect the appropriate Copayment specified by DCS plus Ancillary Charge, if applicable from the Enrollee and will charge the DCS Program the balance of the Discounted Ingredient Cost plus the Contractor's applicable guaranteed dispensing fee set forth in Exhibit E of this Agreement, minus the applicable Copayment for all drugs dispensed through the Specialty Pharmacy Program.

12.12.5 Classify Brand Drugs consistent with the definition in Section 1.4.0 of this Agreement as well as the methodology outlined in Section 12.3.0 of this Agreement.

12.12.6 Classify Generic Drugs consistent with the definition in Section 1.39.0 of this Agreement.

12.12.7 Subject to the terms of Section 12.2.2 as amended, implement its fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) of X% to determine the Ingredient Cost of the Prescription to charge the DCS Program. The Contractor's Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs and Generic Drugs dispensed to Enrollees through the Specialty Pharmacy Program.

12.12.8 Act in the interests of the DCS Program when dispensing Generic Drugs through the Specialty Pharmacy Program by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible.

ARTICLE XIII: 100% PHARMA REVENUE GUARANTEE

The Contractor is required to maximize savings to the Program through negotiation of Pharma Revenue Agreements obtaining discounts or other consideration from manufacturers and passing through 100% of the value of the Pharma Revenue agreements to the Program, including any consideration that would normally flow to the Contractor or Key Subcontractor(s) based on the Plan's utilization pursuant to the terms of those Pharma Revenue Agreements. In addition, all Pharma Revenue agreements with manufacturers and other entities applicable to the Program must meet or exceed the Contractor's best existing Pharma Revenue agreements for all individual drugs ensuring that in no instance will the Program receive less Pharma Revenue in any therapeutic class than other clients of the Contractor with a comparable benefit design and consistent preferred drug designations in the class provided the Program's utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients.

13.1.0 Negotiate Pharma Revenue agreements with manufacturers that maximize savings to the DCS Program, leveraging the significant enrollment of the DCS Program for each individual drug. The Contractor agrees that any Plan specific Pharma Revenue agreement shall derive total Pharma Revenue that meets or exceeds the Pharma Revenue derived from any other agreements the Contractor uses to administer its book of business for each individual drug.

13.2.0 Include the value of the guaranteed Pharma Revenue set forth in Section 13.9.7 as a credit in the development of Claims Administration Fees throughout the term of this Agreement.

13.3.0 Credit the DCS Program quarterly within 150 Days of the end of each quarter, the greater of 100% of the Pharma Revenue received or the minimum guaranteed amount set forth in Section 13.9.7.

13.4.0 Calculate and distribute Pharma Revenue to the DCS Program in a fully transparent and verifiable process. The Contractor agrees that all direct and indirect revenue arrangements with manufacturers, suppliers, or other vendors shall be disclosed and the revenue generated related or attributable to the DCS Program's utilization be credited to the DCS Program. The Contractor must agree that the records, methods and calculations utilized to total and distribute these amounts to the DCS Program are subject to audit by DCS or other State auditors with authority under Article XIX and/or Appendices A & B of this Agreement. In addition, all agreements must be provided as necessary for the DCS Program to evaluate Preferred Drug List decisions including direct access to any manufacturer contracts in unredacted form, under which the DCS Program is entitled to derive Pharma Revenue pursuant to the terms of this Agreement.

13.5.0 Not enter into any agreement that has the effect of diverting, shortchanging, or trading off any form of Pharma Revenue that would otherwise be due the DCS Program for other consideration. There shall be no fees charged to the DCS Program or received from a manufacturer, separate from the Claims Administration Fee as described and authorized in this Agreement, by the Contractor for rebate or other Pharma Revenue administration. The Contractor agrees that it will not divert, shortchange, or trade off Pharma Revenue that would otherwise inure to the DCS Program's financial benefit for Enrollee/Dependent drug utilization in return for reduced drug acquisition costs or other monetary or non-monetary consideration from manufacturers.

13.6.0 Upon selection and as a condition of contract award and throughout the term of the Agreement, the contractor shall provide upon the request of the State all information and documentation related to Pharma Revenue agreements, including but not limited to, full direct access by DCS staff or its agents to complete unredacted Pharma Revenue agreements pursuant to which the DCS Program derives Pharma Revenue.

13.7.0 Utilize manufacturer agreements for the DCS Program that meet or exceed the Contractor's best existing Pharma Revenue agreements for all individual drugs. If the Contractor's business model allows for more than one Pharma Revenue agreement with manufacturers, the Contractor agrees that in no instance will the DCS Program receive less Pharma Revenue in any therapeutic class than other clients of the Contractor with a comparable benefit design and consistent preferred drug designations in the class provided the DCS Program's utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients. The Contractor shall have a process satisfactory to the State to confirm compliance with this provision. The DCS Program shall receive a full pass-through of 100% of Pharma Revenue derived from any agreement with a pharmaceutical manufacturer. Where any Pharma Revenue contracts allow for higher Pharma Revenue for mail order claims, the DCS Program will receive the full financial benefit of those higher rates receiving 100% of the Pharma Revenue derived from those agreements on mail order claims. If manufacturer agreements provide less Pharma Revenue for Mail Service Pharmacy or Specialty Pharmacy claims than retail claims for the same drug, the terms of the manufacturer agreement applicable to retail claims shall be applied to Program Mail Service Pharmacy and Specialty Pharmacy claims for purposes of calculating the amount of Pharma Revenue due the DCS Program.

13.8.0 Ensure the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee, set forth in Section 13.9.7 is not contingent upon the DCS Program's participation in any of the Contractor's formulary management or intervention programs. Nor shall the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee be contingent or dependent on the timing of any patent expirations and/or introduction of generic equivalent drugs, including but not limited to early and/or at risk Generic Drug launches. The DCS Program 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 materially compromising the Contractor's ability to obtain contracted Pharma Revenue necessary to meet the Minimum Per Final Paid Claim Pharma Revenue Guarantee.

13.9.0 Calculate and perform an annual reconciliation of the Pharma Revenue credit to the Pharma Revenue earned. As part of this annual reconciliation the Contractor is required to:

13.9.1 Calculate the Pharma Revenue guarantee on all Final Paid Claims, incurred for the respective Plan Year. The Pharma Revenue guarantee shall be on the aggregate level, not separated for each therapeutic class.

13.9.2 Credit the DCS Program an amount calculated based on the following formula: if in any Plan Year, the Pharma Revenue realized and credited to the DCS Program by the Contractor is less than the amount due the DCS Program as determined utilizing the minimum Pharma Revenue credit set forth in Section 13.9.7, the amount of the credit shall be equal to the difference between the reported Pharma Revenue credited to the DCS Program and the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee set forth in Section 13.9.7.

13.9.3 Submit calculations and documentation supporting the amount of Pharma Revenue reported and credited to the DCS Program for DCS review and approval. The Contractor shall provide all information and documentation deemed necessary by DCS to verify the DCS Program was credited with all Pharma Revenue due it under the terms of this Agreement.

13.9.4 If at the close of any Plan Year, the Pharma Revenue credited to the Program is greater than the higher of the amount derived through application of the Pharma Revenue guarantee formula or the actual Pharma Revenue realized by the Program, upon notice and verification by DCS, the DCS shall pay the Contractor the difference between the amount previously credited and the higher of the minimum Pharma Revenue guaranteed amount, set forth in Section 13.9.7, or actual Pharma Revenue realized during the Plan Year.

13.9.5 If at the close of any Plan Year, the Pharma Revenue credited to the Program is less than the actual Pharma Revenue realized by the Program, the Contractor shall pay the Program the difference between what was previously paid and the full amount due to the Program in accordance with Article XV, Payments/(Credits) to/(from) the Contractor, of this Agreement.

13.9.6 Include such reconciliations as part of the annual rebate report. DCS requires the Contractor's minimum Pharma Revenue guarantee, set forth in Section 13.9.7, be credited

to the claims on the annual financial settlement regardless of the amount of Pharma Revenue that has been received by the Contractor.

13.9.7 The Minimum Pharma Revenue amount due the DCS Program on an annual basis shall be calculated according to the formula: Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee multiplied by the number of Final Paid Claims incurred for the respective Plan Year. The Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee based on claims incurred for the respective Plan Year is:

13.9.7a $(TBD) for the Plan Year 2014.

13.9.7b $(TBD) for the Plan Year 2015.

13.9.7c $(TBD) for the Plan Year 2016.

13.9.7d $(TBD) for the Plan Year 2017.

13.9.7e $(TBD) for the Plan Year 2018.

ARTICLE XIV: CLAIMS ADMINISTRATION FEE

14.1.0 The Claims Administration Fee is the fee that the Contractor charges the DCS Program for all administrative services provided by the Contractor. This includes the administration of the Empire Plan, SEHP, and the Excelsior Plan, as may be modified from time to time. There are two (2) Claims Administrative Fees that apply to this Agreement: DCS Program Primary Claims Administration Fee and Medicare Primary Claims Administrative Fee. The Contractor guarantees that the Claims Administration Fees shall be $(TBD) per Final Paid Claim for DCS Program Primary and $(TBD) per Final Paid Claim for Medicare Primary Claim. The Contractor shall:

14.1.1 Agree that its Claims Administration Fees are binding for the entire term of this Agreement, unless agreed otherwise by both the State and the Contractor.

(Amended April 4, 2012)
14.1.2 Implement any changes necessary to accommodate DCS Program modifications resulting from collective bargaining, legislation, or within the statutory discretion of the State within sixty (60) days of notice, or as soon as practicable.

14.1.3 Agree not to request a higher Claims Administration Fee, and the DCS will not consider any modification to the Claims Administration Fees, that is not based on a material change to the DCS Program requiring the Contractor to incur additional costs. The determination of what constitutes a material change is at the sole discretion of the DCS. Implementation of an alternate formulary or multiple formularies shall not constitute a material change and the Contractor agrees to implement, if required, all alternative formularies at the Claims Administration Fee set forth in Section 14.1.0.

14.2.4 Submit detailed documentation of additional costs, over and above existing management costs, with any request for an increase in the Claims Administration Fee resulting from a material change in the benefit structure of the DCS Program. The DCS reserves the right to request and the Contractor must agree to provide any additional information and documentation the DCS deems necessary to verify that the request for an additional Claims Administration Fee is warranted. DCS's decision to modify the Claims Administration Fee to the extent necessary to compensate the Contractor for documented additional costs incurred shall be at the sole discretion of the State.

14.2.5 Implement all benefit designs as required by the DCS with or without final resolution of any request for a Claims Administration Fee adjustment. Refusal to implement changes will constitute a material breach of this Agreement and DCS will seek compensation for all damages resulting.

14.2.6 Agree the Claims Administration Fee shall be payable only for Final Paid Claims and that the DCS Program will not pay an additional Fee(s) or other charge for any claim that is denied prior to processing or any claim that is subsequently voided, reversed, or otherwise modified.

ARTICLE XV: Payments/(Credits) to/from the Contractor

15.1.0 The Contractor agrees to manage such financial transactions in accordance with the following:

15.1.1 The Plan will reimburse the Contractor for claim payments and associated Claims Administration Fees no sooner than two (2) Business Days and no later than five (5) Business Days after receipt of an accurate invoice, following each bi-weekly claims

processing cycle. The Contractor is required to submit a detailed claim file within fifteen (15) Days after the end of each claims processing cycle to support the submitted invoices. The data file layout and file transmission protocol will be mutually agreed upon by the Contractor and the Department during the implementation period.

(Amended April 4, 2012)

15.1.2 Any credit amounts due from the Contractor to the DCS for failure of the Contractor to meet the performance guarantees set forth in this Agreement shall be applied as a credit against the Claims Administration Fees charged separately to the DCS Programs in the ~~next~~ first invoice(s) processed after the performance guarantee has been calculated and agreed to by the Department.

15.2.0 Upon final audit determination by DCS, any audit liability amount assessed by the DCS shall be paid/credited to the Plan within thirty (30) Days of the date of final determination.

15.3.0 Coordination of Benefit recoveries collected by the Contractor shall be aggregated and paid to the Plan within fifteen (15) Days after the end of the each month.

15.4.0 Drug litigation recoveries and settlements shall be paid to the Plan within fifteen (15) Days from the Contractor's receipt of such recoveries and settlements.

15.5.0 One hundred and fifty (150) Days after the end of the first quarter, the Contractor shall pay/credit the Plan the greater of (1) the actual Pharma Revenue received on behalf of the DCS Program or 2) the minimum Per Final Paid Claim Pharma Revenue Guarantee, set forth in Section 13.9.7, multiplied by the number of Final Paid Claims incurred for the first quarter.

15.5.1 For each subsequent quarter of the Plan Year the calculations must be performed on a cumulative Plan Year-to-Date basis utilizing the calculations stipulated in Section 13.9.7. The Contractor shall pay/credit the Plan the greater cumulative amount less the amount previously credited for the Plan Year.

15.5.2 The Contractor shall perform a reconciliation by May 31st of each year and the incremental Pharma Revenue amount shall be paid/credit to the Plan within thirty (30) Days.

15.5.3 At the May 31st Pharma Revenue reconciliation, to the extent that any amount is owed by the Contractor, the Contractor shall pay/credit the Plan within thirty (30) Days after the Final Pharma Revenue reconciliation for the amount owed.

15.6.0 The Plan will pay the Claims Administration Fee on a monthly basis thirty (30) Days after receipt of an accurate invoice. Any credit amounts due from the Contractor to the DCS for failure to meet the performance guarantees set forth in the Agreement shall be applied as a credit against the Claims Administration Fee charged to the DCS Program.

15.7.0 This Agreement is not subject to Article XI-A of NYS Finance Law. The Contractor agrees that Program Services provided under the Agreement shall continue in full force and effect for a minimum of at least thirty (30) days beyond the payment due date as set forth in this Article XV. If after the thirty-fifth (35) calendar day after receipt of an accurate invoice and claims data file, as set forth in this Article XV, the Contractor has not yet received payment from the State for said invoice, the Contractor may proceed under the Dispute Resolution provision in Appendix B and the Agreement shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, the Agreement shall also remain in full force and effect.

ARTICLE XVI: REPORTS AND CLAIM FILES

16.1.0 Annual Reports

16.1.1 ***Annual Financial Summary Report:*** The Contractor must submit an annual report of the DCS Program's charges and credits no later than seventy-five (75) Days after the end of each Calendar Year. These statements must detail, at minimum, the claims paid during the year, claims administration costs, performance credits, audit credits, drug settlement proceeds, rebates (earned and paid), and coordination of benefit (COB) savings. Such detail must include all charges by the Contractor to the DCS Program;

16.1.2 ***Annual Rate Renewal Report*****:** The Contractor must submit an Annual Premium Renewal no later than September 1st of each Calendar Year. This renewal package must detail all assumptions utilized to back-up the rate renewal request, including, but not limited to: paid claim amounts, administrative fees, projected Pharma Revenue, COB recoveries, changes

in enrollment, changes in the Specialty Pharmacy drug list as well as changes in the Flexible Formulary and the Traditional PDL;

16.1.3 ***Annual Mail Service Pharmacy Process Satisfaction Survey Summary Report:*** The Contractor must submit a report which details, in summary form, the results of Enrollee satisfaction surveys designed to evaluate the level of DCS Program Enrollee satisfaction with the Mail Service Pharmacy Process. The surveys should cover areas of order processing, quality of services, and timeliness. The format of the survey instrument and reports is subject to NYS input and approval. The report is due annually, on May 1st of the year following the Calendar Year being surveyed. The report must include Enrollee comments and an accounting and resolution of any Enrollee issues;

16.1.4 ***Annual Summary Reporting*****:** The Contractor must prepare and present an annual report that details DCS Program performance, industry trends and anticipated market developments including the introduction of generics and potential new product developments. This presentation should include comparisons of the DCS Program to book of business statistics, and other similar plan statistics. Clinical, financial and service issues as well as strategies and opportunities for plan savings are to be comprehensively addressed. In addition, the Contractor should be proactive by reporting any areas that need improvement, potential problem areas, and any solutions that can be implemented. The annual presentation and report is due each August after the end of each complete Calendar Year;

16.1.5 ***Annual Report of Claims and Credits Paid by Agency*****:** The Contractor must submit a report that details claims and credits paid by agency. The Contractor is required to submit this report in the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the Calendar Year. The report must accurately reflect only Final Paid Claims.

16.1.6 ***Mail Service Pharmacy Process Accuracy Annual Report:*** The Contractor is required to submit an annual report that provides a breakdown of the various errors and calculates

the accuracy rate of transactions processed using the Contractor's Mail Service Pharmacy Process. The Contractor is required to work out the final format of this report with the Department. The report is due thirty (30) Days after the end of the Calendar Year.

16.1.7 ***Rebate True-Up File*****:** The Contractor is required to transmit computerized file via secure transfer containing a yearly true-up of rebate records in a format specified by the Department. The true-up rebate file must match all of the billing records provided by the Contractor in the bi-weekly pharmacy billing files. The report is due one hundred fifty days (150) Days after the end of the Calendar Year.

16.1.8 ***Catastrophe Reinsurance Reconciliation Report:*** The Offeror is required to submit an annual reconciliation of the Catastrophe Reinsurance receipts for the EGWP by December 31st of the year following year of incurral.

16.2.0 **Semi-Annual Reports**

16.2.1 ***Top 100 Brand and Generic Drugs – Retail Pharmacy Report:*** The Contractor is required to submit a semi-annual report that details the top 100 brand name and top 100 Generic Drugs dispensed to Enrollees of the DCS Program through the Contractor's Retail Pharmacy Network sorted by drug spend and script count. The report should include fields such as: drug name, indication of use (i.e. cholesterol, diabetes, etc), preferred drug indicator, number of Rx's, number of Enrollees utilizing the drug, Rx cost, average cost per script, average Copayment, and average Days supply. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. The numbers should be submitted on a year-to-year comparison basis. Any trends or abnormalities should be submitted in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

16.2.2 ***Top 20 Therapeutic Categories Report:*** The Contractor is required to submit a semi-annual report that details the top 20 therapeutic categories by drug spend on the Contractor's Flexible Formulary and Preferred Drug List (broken down by drug) utilized

by Enrollees of the DCS Program (combined Retail, Mail Service and Specialty Pharmacy). The report should include fields such as: drug name, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. The numbers should be submitted on a year-to-year comparison basis. Any trends or abnormalities should be submitted in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

16.2.3 ***Top 100 Brand Name and Generic Drugs – Mail Service Pharmacy Report*****:** The Contractor is required to submit a semi-annual report that details the top 100 brand name and top 100 Generic Drugs dispensed to Enrollees of the DCS Program through the Contractor's Mail Service Pharmacy sorted by drug spend and script count. The report should include fields such as: drug name, indication of use (i.e., cholesterol, diabetes, etc), preferred drug indicator, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. The numbers should be provided on a year-to-year comparison basis. Any trends or abnormalities should be provided in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter; and

16.2.4 ***Top 100 Specialty Drugs – Specialty Pharmacy Report*****:** The Contractor is required to submit a semi-annual report that details the top 100 Specialty Drugs dispensed to Enrollees of the Program through the Contractor's Designated Specialty Pharmacy sorted by drug spend and script count. The report should include fields such as: drug name, indication of use (i.e., cholesterol, diabetes, etc), preferred drug indicator, number of Rx's, number of members utilizing the drug, Rx cost, average cost per script, preferred drug indicator, average Copayment, and average Days supply. The Contractor should

closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. The numbers should be provided on a year-to-year comparison basis. Any trends or abnormalities should be provided in a narrative. The report is due sixty (60) Days after the end of the second and fourth quarter;

16.3.0 Quarterly Reports

16.3.1 ***Quarterly Financial Summary Reports*****:** The Contractor must submit quarterly financial reports which present the DCS Program's experience for the most recent quarter (based on a Calendar Year) and the experience from the beginning of the Calendar Year to the end of the quarter being reported. The quarterly reports must also include projections of:

- annual financial performance;
- assessment of DCS Program costs
- incurred claim triangles
- Pharma Revenue;
- coordination of benefit recoveries;
- audit recoveries
- drug settlement and litigation recoveries
- administrative expenses;
- trend statistics; and
- such other information as the Department deems necessary.

The reports are due on a quarterly basis, fifteen (15) Days after the end of the reporting period;

16.3.2 ***Quarterly Performance Guarantee Report:*** The Contractor must submit quarterly the DCS Program's Performance Guarantee report that details the Contractor's compliance with all of the Contractor's proposed Performance Guarantees. The report should include the areas of: Implementation; system availability; customer service (telephone availability, response time, blockage rate, abandonment rate); claims processing; management reports

and claim files; enrollment; mail service turnaround; and Pharmacy composition and access. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. Documentation of compliance should be included with this report. The report is due thirty (30) Days after the end of the quarter;

16.3.3 ***Quarterly Network Access:*** The Contractor must submit a measurement of the Network access as proposed in Exhibit C, the Contractor's Proposal of this Agreement is based on a "snapshot" of the network taken on the last day of each quarter. The report is due thirty (30) Days after the end of the quarter;

16.3.4 ***Quarterly Audit Report:*** The Contractor must submit a quarterly audit report detailing audits planned, audits initiated, audits in progress, audits completed, audit findings, audit recoveries, and any other enforcement action by the Contractor. The report should include fields such as Pharmacy name, NABP number, recovery amounts, audit method or type, and basis for and method of recovery. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement. The report is due thirty (30) Days after the end of the quarter;

16.3.5 ***Quarterly Coordination of Benefit Report:*** The Contractor must submit a report that details the amount of recoveries received as a result of coordinating benefits with other Plans including Medicare. The Contractor's report should identify the COB source, the Enrollee, the original claim amounts, and the amount received from the other insurance carriers or Medicare. The Contractor is required to work out the final format of this report with the Department. The report is due thirty (30) Days after the end of the quarter;

16.3.6 ***Quarterly Rebate and Other Pharma Revenue Report*:** The Contractor is required to submit a quarterly rebate and other Pharma Revenue report detailing the amount of rebates and other Pharma Revenue received from the Contractor during the quarter. The

report must include breakdowns by each manufacturer and drug with quarterly and year-to-date numbers, as well as any adjustments that are performed. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for the Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Program," of this Agreement. The Contractor's process for documenting rebates and other Pharma Revenue by manufacturer and issuing the payment of rebates and other Pharma Revenue to the Program should not exceed one hundred (150) Days from the end of the quarter in which the initial claims were processed. This report is due at the time the rebates and other Pharma Revenue are paid to the Program;

16.3.7 ***Quarterly Participating Agency Claims:*** The Contractor is required to submit a quarterly report that details claims by Participating Agency. The Contractor is required to submit this report in the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for the Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Program," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the quarter;

16.3.8 ***Generic Appeals and Prior Authorization Quarterly Report:*** The Contractor is required to submit a quarterly report that provides the number of generic appeals and prior authorization requests, by individual drug. The report must include numerical breakdowns on the number of generic appeals and prior authorization requests made by the individual drug as well as the success/declination rate of these requests. The Contractor should closely follow the current format specified by the Department in Exhibit B, the Requests for Proposals entitled Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. The report is due thirty (30) Days after the end of the quarter;

16.3.9 ***Rebate File:*** Each quarter the Contractor is required to transmit a computerized file via secure transfer containing prescription rebate information for all earned rebates in a format specified by the Department. The pharmacy rebate records in the Rebate File

must match all prescriptions billed to the Department by the Contractor. The report is due one hundred fifty (150) Days after the end of the quarter; and

16.3.10 ***Quarterly Website Analytics Report:*** The Contractor is required to submit a quarterly report that provides comprehensive performance information for the Contractor's customized DCS Program website as set forth in Section 6.5.6 of this Agreement. The report must include summarized and detailed website performance information and statistics, as well as proposed modifications to the layout and design of the website to improve communications with Enrollees. The report is due thirty (30) Days after the end of the quarter.

16.4.0 **<u>Monthly Reports</u>**

16.4.1 ***Monthly Report of Paid Claims by Month of Incurral*****:** The Contractor is required to submit a monthly report that provides summarized paid claims by month of incurral. The Contractor is required to submit this report in the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month;

16.4.2 ***Monthly Report of Paid Claims by Pharmacy and Rx Type:*** The Contractor is required to submit a monthly report that provides summarized paid claims by Pharmacy type by Rx type. This report must distinguish reversals and allow the Department to verify Guaranteed Discounts. The Contractor is required to submit this report in the current format as specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month;

16.4.3 ***Monthly Report of DCS Program MAC List*****:** Each month the Contractor is required to submit an updated DCS Program MAC List that details all the drugs included on the DCS

Program MAC List and the corresponding prices used to charge the DCS Program. The following information shall be included: GCN, drug name, form, strength, reference product, FDA rating, date the product was initially MAC'd, initial MAC price, previous MAC price, current MAC price, effective date of current MAC price and the change in price from previous DCS Program MAC list. Drugs that are added or deleted from the DCS Program MAC list shall be clearly marked or highlighted. The Contractor is required to submit this report in the current format specified by DCS in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month; and

16.4.4 ***MAC Savings Report*****:** Each month the Contractor is required to submit a year-to-date and annualized savings projection of the MAC price increases and decreases, based on expected utilization. The following information shall be included: GCN, Drug Name, Strength, Initial MAC Price, Current Price, Quantity Filled, Actual Savings, Annual Savings. The Contractor is required to submit this report specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement unless otherwise specified by the Department. The report is due thirty (30) Days after the end of the month; and

16.4.5 ***Program Customer Service Monthly Reports:*** Each month the Contractor is required to submit a customer service report that measures the Contractor's customer service performance including customer service availability, customer service telephone response time, the telephone abandonment rate, the telephone blockage rate, claims processing, enrollment, and mail service turnaround. The Contractor is required to work out the final format of these reports with the Department. The reports are due fifteen Days (15) after the end of the month. For the first two months of the Agreement, these reports will be due on a weekly basis. After two months, the Department will re-examine the required frequency of these reports and establish due dates with the Contractor.

16.5.0 Bi-Weekly Reports

16.5.1 ***Detailed Claim File Data*:** The Contractor must transmit to the Department and/or its Decision Support System (DSS) vendor a computerized file via secure transfer, as specified by the Department, containing detailed claim records in the format specified by the Department in Exhibit B, the Requests for Proposals entitled Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement unless otherwise specified by the Department, to support the bi-weekly invoice. The Department requires that all claims processed, reversed and adjusted be included in claims data. The file must facilitate reconciliation of claim payments to amounts charged to the DCS Program and include the current status of the claim (i.e. fields identifying claims as paid, adjusted, reversed). A rejected claim file is also required upon request by the Department. The Contractor is required to:

16.5.1a Securely forward the required claims data on a claims processing cycle basis to the Department and/or its DSS vendor within fifteen (15) Days after the end of each claims processing cycle; and

16.5.1b Submit a summarized report by claims processing cycle broken down by drug type (generic/brand) utilizing the fields and the format specified by the Department in Exhibit B, the Requests for Proposals entitled Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs RFP," of this Agreement. Based upon the analysis of the information contained in the report any important programmatic information, trends or abnormalities should be provided in a narrative.

16.6.0 Reports Required at Other Frequencies

16.6.1 ***Mac Alert Notice:*** The Contractor is required to submit a report of the financial impact of enforcing mandatory generic substitution via a "Mac Alert Notice" utilizing the current format specified by the Department in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee

Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement. This report must be submitted in accordance with the time frames specified in Section 12.7.4 of this Agreement.

ARTICLE XVIII: TRANSITION AND TERMINATION OF CONTRACT

18.1.0 The Contractor must commit to fully cooperate with the successor contractor to ensure the timely, smooth transfer of information necessary to administer the DCS Program.

18.1.1 The Contractor must, within one hundred twenty (120) Days of the end of the Agreement, or within forty-five (45) Days of notification of termination, if the Agreement is terminated prior to the end of its term, provide the Department with a detailed written plan for transition, which outlines, at a minimum, the tasks, milestones and deliverables associated with:

18.1.1a Transition of DCS Program data, including but not limited to a minimum of one year of historical Enrollee claim data, detailed COB data, report formats, Mail Service Pharmacy, Specialty Pharmacy and retail scripts with available refills, prior authorization approved through dates, generic appeal approved through dates and exceptions that have been entered into the adjudication system on behalf of the Enrollee, as well as other data the successor contractor may request and the Department approves during implementation of the DCS Program in the format acceptable to the Department. The transition of open refill prior authorization and generic appeal files should include but not be limited to the following:

18.1.1a(1) Providing a test file to the successor contractor in advance of the implementation date to allow the successor contractor to address any potential formatting issues;

18.1.1a(2) Providing one or more pre-production files at least four (4) weeks prior to implementation that contains Enrollee Prescription refill availability, one year of claims history and prior authorization and appeal approved-through dates as specified by the Department working in conjunction with the successor contractor;

18.1.1a(3) Providing a second production file to the new contractor by the close of business January 2nd (or 2 days after this Agreement terminates) that contains all Enrollee Prescription refill availability as specified by the Department, working in conjunction with the selected successor contractor; and

18.1.1a(4) Providing a lag file seven (7) Days after the implementation date to capture any refills that may have been in process but not yet shipped at the Contractor's Mail Service and Designated Specialty Pharmacy(ies) after the end of the year.

18.1.2 Transition of Enrollee information on all non-transferable compounds and controlled medications.

18.1.3 Within fifteen (15) Business Days from receipt of the Transition Plan, the Department shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.

18.1.4 Within fifteen (15) Business Days from the Contractor's receipt of the required changes, the Contractor shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the Department.

18.1.5 The Contractor shall be responsible for transitioning the DCS Program in accordance with the approved Transition Plan.

18.1.6 To ensure that the transition to a successor contractor provides Enrollee's with uninterrupted access to their Prescription drug benefits and associated customer services, and to enable the Department to effectively manage the DCS Program, the Contractor is required to provide the following Contractor-related obligations and deliverables to the DCS Program through the final financial settlement of the Agreement:

18.1.6a Provide all Contractor-provided services associated with claims incurred on or before the scheduled termination date of the Agreement, including but not limited to paying network claims, Mail Service Pharmacy claims, Specialty

Pharmacy claims, manual submit claims including but not limited to: Medicaid, VA , Skilled Nursing Facility claims, out of network claims, foreign claims, in-network claims, COB claims, Student Health Center Claims, and Medicare, reimbursing late filed claims if warranted, reimbursing customer credit balance accounts, resolution of Mail Service Pharmacy process and Specialty Pharmacy Process issues, repaying or recovering monies on behalf of the DCS Program for Medicare Part D claims, retaining NYBEAS access, continuing to provide updates on pending litigation and settlements and claims/rebate data for class action litigation that the Contractor or the AG has/may file on behalf of the DCS Program. In addition, the Contractor must continue to provide the Department access to any online claims processing data and history and online reporting systems through the final settlement dates, unless the Department notifies the Contractor that access may be ended at an earlier date;

18.1.6b Complete all required reports in Article XVI “Reports and Claim Files”;

18.1.6c Provide the Program with sufficient staffing in order to address State audit requests and reports in a timely manner;

18.1.6d Agree to fully cooperate with all the Department or OSC audits consistent with the requirements of Article XIX “Audit Authority” and Appendices A and B;

18.1.6e Perform timely reviews and responses to audit findings submitted by the Department and the Comptroller’s audit unit in accordance with the requirements set forth in Article XIX “Audit Authority”;

18.1.6f Remit reimbursement due the DCS Program within fifteen (15) Days upon final audit determination consistent with the process specified in Article XIX “Audit Authority,” Article XV “Payments/(Credits) to/from the Contractor” and Appendix B; and

18.1.6g Assist the Department in all activities necessary to ensure the correct and adequate interface between NYSHIP and the Centers for Medicare and Medicaid Services (CMS) with respect to the administration of the Medicare EGWP in accordance with Subpart R of 42CFR423 and the Medicare Prescription Drug

Improvement and Modernization Act (P.L. 108-173). Such assistance includes, but is not limited to the provision of accurate data within the Contractor's control.

18.1.7 The Contractor is required to receive and apply enrollment updates, keeping dedicated phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of this Agreement, adjusting phone scripts, and transferring calls to the successor contractor's lines.

18.1.8 The Contractor is required to transmit point of service messaging to their Retail Pharmacy Network upon the termination date of the Agreement instructing Pharmacists to submit Enrollee claims to the appropriate RXBIN, RXPCN, RXGRP or other claim identification information as specified by the Department working in conjunction with the Contractor.

18.1.9 If the Contractor does not meet all of the Transition Plan requirements found in this Article, the Contractor **will permanently forfeit 100%** of all Claims Administrative Fees (prorated on a daily basis) from the due date of the Transition Plan requirements to the date the Transition Plan requirements are completed to the satisfaction of the Department.

ARTICLE XIX: AUDIT AUTHORITY

In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

19.1.0 The Contractor acknowledges that the DCS has the authority to conduct financial and performance audits of the Contractor's delivery of DCS Program services in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities;

19.2.0 Such audit activity may include, but not necessarily be limited to, the following activities:

19.2.1 Review of the Contractor's activities and records relating to the documentation of its performance under this Agreement in areas such as determination of Enrollee or Dependent eligibility and application of various DCS program administrative features (e.g., dependent survivor benefits, reasonable adjudication of disabled dependent status).

19.2.2 Comparison of the information in the Contractor's enrollment file to that on the enrollment reports issued to the Contractor by the DCS.

19.2.3 Assessment of the Contractor's information, utilization and demographic systems to the extent necessary to verify accuracy of data on the reports provided to the DCS in accordance with Article XVI "Reports and Claim Files" of this Agreement.

19.3.0 The Contractor shall maintain and make available documentary evidence necessary to perform the reviews referenced herein this Article XIX. Documentation maintained and made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation, pertinent contracts, key subcontracts, provider agreements, and correspondence;

19.4.0 The Contractor shall make available for audit all data in its computerized files that is relevant to and subject to the Agreement. Such data may, at DCS discretion, be submitted to the DCS in machine-readable format, or the data may be extracted by the DCS, or by the Contractor under the direction of the DCS;

19.5.0 The Contractor shall, at the DCS' request, and in a time period specified by the Department, search its files, retrieve information and records, and provide to the auditors such documentary evidence as they require. The Contractor shall make sufficient resources available for the efficient performance of audit procedures;

19.6.0 The Contractor shall comment on the contents of any audit report prepared by the DCS and transmit such comments in writing to the DCS within 30 days of receiving any audit report. The response will specifically address each audit recommendation. If the Contractor agrees with the recommendation, the response will include a work plan and timetable to implement the recommendation. If the Contractor disagrees with an audit recommendation, the response will give all details and reasons for such disagreement. Resolution of any disagreement as to the resolution of an audit recommendation shall be subject to the dispute resolution procedures set forth in Appendix B of this Agreement.

19.7.0 If the Contractor has an independent audit performed of the records relating to this Agreement, a certified copy of the audit report shall be provided to the DCS within ten (10) Days after receipt of such audit report by the Contractor.

19.8.0 The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the OSC as set forth in either Appendix A of this Agreement, Standard Clauses for All New York State Contracts, or Appendix B, Standard Clauses for All DCS Contracts.

ARTICLE XX: CONFIDENTIALITY

In addition to the Confidentiality requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

20.1.0 All claims and enrollment records relating to the Agreement are confidential and shall be used by the Contractor solely for the purpose of carrying out its obligations under the Agreement, for measuring the performance of the Contractor in accordance with the performance guarantees set forth in Section VII of this Agreement, and for providing the DCS with material and information as may be specified elsewhere in this Agreement;

20.2.0 Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, no records may be otherwise used or released to any party other than the DCS by the Contractor, its officers, employees, agents, consultants or Key Subcontractors either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the DCS, be grounds for termination of the Agreement;

20.3.0 The Contractor, its officers, employees, agents, consultants and/or any Key Subcontractors agree to comply, during the performance of the Agreement, with all applicable Federal and State privacy, security and confidentiality statutes, including but not limited to the Personal Privacy Protection Law (New York Public Officer's Law Article 6-A, as amended), and its implementing regulations, policies and requirements, for all material and information obtained by the Contractor through its performance under the Agreement, with particular emphasis on such information relating to Enrollees and Dependents;

20.4.0 The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, employees, agents, consultants and/or Key Subcontractors contains a provision that strictly conforms to the various confidentiality provisions of this Agreement; and

20.5.0 The Contractor shall promptly advise the DCS of all requests made to the Contractor for information regarding the performance of services under this Agreement, including, but not limited to, requests for any material and information provided by the DCS, except as required by Key Subcontractors solely for the purpose of fulfilling the Contractor's obligations under this Agreement or as required by law.

ARTICLE XXI: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

21.1.0 For purposes of this Article, the term "Protected Health Information" ("PHI") means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department. All PHI received or created by the Contractor as a consequence of its performance under this Agreement is referred to herein collectively as "Department's PHI."

21.2.0 The Contractor acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in HIPAA's implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these "covered entities" under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and the Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Contractor further acknowledges that the Contractor is a HIPAA "business associate" of the Department as a consequence of the Contractor's provision of services to and/or on behalf of the Department within the context of the Contractor's performance under this Agreement, and that the Contractor's provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Contractor's disclosure to the

Department of individually identifiable health information as a consequence of the services performed under this Agreement.

21.3.0 ***Permitted Uses and Disclosures of the Department's PHI*:** The Contractor may use and/or disclose the Department's PHI solely in accordance with the terms of this Agreement. In addition, the Contractor may use the Department's PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Contractor may use and disclose the Department's PHI for the proper management and administration of the Contractor if such use is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

21.4.0 ***Nondisclosure of the Department's PHI:*** The Contractor shall not use or further disclose the Department's PHI otherwise than as permitted or required by this Agreement or as otherwise required by law. The Contractor shall limit its uses and disclosures of PHI when practical to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.

21.5.0 ***Safeguards:*** The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for by this Agreement. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, or that it transmits on behalf of the Department pursuant to this Agreement.

21.6.0 ***Breach Notification:***

21.6.1 ***Reporting:*** The Contractor shall report to the Department any breach of unsecured PHI, including any use or disclosure of the Department's PHI otherwise than as provided for by this Agreement, of which the Contractor becomes aware. Further, the Contractor shall report to the Department any security incident of which it becomes aware. "Security

incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system. The Contractor shall notify the Department within five (5) business days of the date the Contractor becomes aware of the event.

21.6.2 ***Required Information:*** The Contractor shall provide the following information to the Department within ten (10) business days of discovery except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) Days from the date of discovery:

21.6.2a the date of the breach incident;

21.6.2b the date of the discovery of the breach;

21.6.2c a brief description of what happened;

21.6.2d a description of the types of unsecured PHI that were involved;

21.6.2e identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;

21.6.2f A brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and

21.6.2g any other details necessary to complete an assessment of the risk of harm to the individual.

21.6.3 The Department will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed as a result of a breach, as well as the Secretary and the media, as required by 45 CFR Part 164.

21.6.4 The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.

21.6.5 For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of electronic PHI.

21.6.6 The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by this Agreement.

21.7.0 ***Associate's Agents:*** The Contractor shall require all of its agents or Key Subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, agree to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to the Department's PHI under this Agreement.

21.8.0 ***Availability of Information to the Department:*** The Contractor shall make available to the Department such information and documentation as the Department may require regarding any disclosures of PHI by the Contractor to fulfill the Department's obligations to provide access to, to provide a copy of, and to account for disclosures of the Department's PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department.

21.9.0 ***Amendment of the Department's PHI:*** The Contractor shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the Department, incorporate any amendments to the Department's PHI into copies of the Department's PHI as maintained by the Contractor.

21.10.0 ***Internal Practices*****:** The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.

21.11.0 ***Termination:***

21.11.1 This Agreement may be terminated by the Department at the Department's discretion if the Department determines that the Contractor, as a business associate, has violated a material term of this Article or of the Agreement with respect to the Contractor's obligations under this Article.

21.11.2 ***Disposition of the Department's PHI:*** At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, that the Contractor still maintains in any form and retain no copies of such information. Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the Department's PHI infeasible.

21.12.0 ***Indemnification:*** The Contractor agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Contractor or its employees, officers, Key Subcontractors, agents or other members of its workforce. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

21.13.0 ***Miscellaneous:***

21.13.1 ***Amendments*****:** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The parties agree to take such action as is necessary to amend this Agreement from

time to time as is necessary to achieve and maintain compliance with the requirements of the Regulations.

21.13.2 ***Survival*****:** The respective rights and obligations of Business Associate and Covered Entity under HIPAA as set forth in this Business Associate Agreement shall survive termination of this Agreement.

21.13.3 ***Regulatory References*****:** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified.

21.13.4 ***Interpretation*****:** Any ambiguity in this Agreement shall be resolved to permit covered entities to comply with HIPAA.

ARTICLE XXII: NOTICES

22.1.0 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

22.1.1 via certified or registered United States mail, return receipt requested;

22.1.2 by facsimile transmission;

22.1.3 by personal delivery;

22.1.4 by expedited delivery service; or

22.1.5 by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York [Agency Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[Contractor Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

22.2.0 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

22.3.0 The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Contractor: ______________________________

Contract Number: __________________________

Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page shall be attached to all other exact copies of this contract."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

Date: __________________ By: ______________________________

Name: XXXXXXXXXXXX

Title: President

SELECTED CONTRACTOR

Date: __________________ By: ______________________________

Name: ______________________________

Title: ______________________________

STATE OF

) **ss:**

COUNTY OF

On the _______________ day of ___________________, ________, before me personally came ________________________________, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the __________________________________ of _________________________ the corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

My commission expires: _______________ ______________________________

NOTARY PUBLIC

Approved as to Form:

ERIC SCHNEIDERMAN
ATTORNEY GENERAL

By: ______________________________

Date: ______________________________

Approved:

THOMAS P. DINAPOLI
COMPTROLLER

By: ______________________________

Date: ______________________________

SECTION VII: CONTRACT PROVISIONS

AGREEMENT #C000XXX

THIS Agreement is entered into by and between New York State Insurance Fund, an agency of the State of New York, having its principal place of business at 199 Church Street, New York, New York 10007 (hereinafter referred to as "FUND" and ________________("Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at _______________, and collectively referred to as "the Parties."

WITNESSETH

WHEREAS, on [TBD], the Department of Civil Service issued a Request for Proposal (RFP) entitled, "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," to secure the services of a qualified organization to provide Program Services as defined in the RFP; and

WHEREAS, after thorough review and evaluation by the State of Proposals received in response to the RFP, the Contractor's Proposal was selected as representing the best value to the State; and

WHEREAS, the FUND, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver the Program Services, pursuant to the terms and conditions set forth in this Agreement;

THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITION OF TERMS

1.1.0 **Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

1.2.0 **AWP** means the [source identified in Exhibit C, Contractor's Proposal, of this Agreement,] AWP Price for the eleven (11) digit NDC of the drug dispensed as of the date the Prescription was filled, unless the Parties mutually agree in writing to utilize a different source for AWP information.

1.3.0 **Brand Drug** means a Prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among the manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition. The classification of a drug as brand or other category shall be based on indicators provided by the drug pricing reporting service that is used by the PBM, as updated regularly.

1.4.0 **Business Day(s)** means every Monday through Friday, except for days designated as business holidays by the Contractor and approved as such by the FUND prior to January 1 of each Calendar Year.

1.5.0 **Business Holiday(s)** means days designated by the Contractor as Business Holidays and approved as such by the FUND prior to January 1 of each Calendar Year.

1.6.0 **Calendar Year/Annual** means a period of 12 months beginning with January 1 and ending with December 31.

1.7.0 **Call Center Hours** means 24 hours a Day, 365 days a year.

1.8.0 **Claimant** means an injured employee who sustains an at-injury accident (loss) while in the employ of individuals or companies that have Workers' Compensation Insurance policies with NYSIF.

1.9.0 **Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s)** means a drug with two or more ingredients (solid, semi-solid or liquid), at least one of which is a Covered Drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluents(s),

ratios or amounts of product, therapeutic use, and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by the NYSIF Program.

1.10.0 **Contractor** means the successful Offeror selected as a result of the evaluation of Contractors' Proposals submitted in response to Exhibit B, the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Program and who executes a contract with the FUND to provide Program Services.

1.11.0 **Controlled Drug** means drugs designated by Federal Law or New York State law as a Class I, II, III, IV or V substance. A Controlled Drug includes but is not limited to: some tranquilizers; stimulants; and pain medications.

1.12.0 **Covered Drug(s)** means medically necessary medically necessary and appropriate drugs that are causally related to the loss.

1.13.0 **Day(s)** means calendar days unless otherwise noted.

1.14.0 **DCS** means the New York State Department of Civil Service.

1.15.0 **Dedicated Call Center** means a group of Customer Service Representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the NYSIF Program. The Customer Service Representatives are dedicated to the NYSIF Program and do not work on any other accounts.

1.16.0 **Designated Specialty Pharmacy** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor to provide certain Specialty Drugs/Medications. All facilities must meet all legal and contractual requirements as set forth in the Agreement.

1.17.0 **Designated Specialty Pharmacy Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim for a Specialty Drug/Medication under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

1.18.0 **Designated Specialty Pharmacy Passive Edit** means a Network Pharmacy claims adjudication edit that will prompt processing of the claim at the Designated Specialty Pharmacy but will permit continued processing and coverage for a Specialty Drug/Medication at the Network Pharmacy under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

1.19.0 **Discounted Ingredient Cost(s)** means the cost to the NYSIF Program for a specific drug or drugs dispensed to a Claimant after the Contractor has applied the appropriate discount exclusive of any associated dispensing fee(s), other costs.

1.20.0 **Employee** means any person defined as an Employee as defined in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.

1.21.0 **Employer** means the State of New York in all its branches, departments and agencies..

1.22.0 **ET** means prevailing Eastern Time.

1.23.0 **Final Paid Claim** means a claim processed and paid by the Contractor for a Prescription drug provided to a Claimant, including but not limited to, claims for Prescriptions filled at a retail Pharmacy or through the Mail Service Pharmacy Process or the Specialty Pharmacy Process. A claim that is denied prior to processing is not considered a Final Paid Claim. In addition, a claim that is processed and paid but is subsequently voided, reversed, or otherwise adjusted is not a Final Paid Claim. Zero balance claims are considered Final Paid Claims.

1.24.0 **First Fill** means a Claimant's initial or very first dispensing of a Specialty Drug/Medication covered under the NYSIF Program's Specialty Pharmacy Program.

1.25.0 **FUND or NYSIF** means the New York State Insurance Fund.

1.26.0 **FUND or NYSIF Program** means the Workers' Compensation Pharmacy Benefits Management program administered by the New York State Insurance Fund.

1.27.0 **FUND or NYSIF Program MAC List** means the Programs' specific Maximum Allowable Cost (MAC) List managed by the Contractor to set the maximum price the Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the Programs MAC List.

1.28.0 **GCN** means Generic Code Number as assigned by First Data Bank.

1.29.0 **Generic Drug** means a prescription drug sold under its chemical name or drug sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug that is therapeutically equivalent and interchangeable with drugs having the same quantity of active ingredient(s) and approved by the U.S. Food and Drug Administration. The term Generic Drug shall include "authorized generics" marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug and drugs sold either after patent protection has expired or those drugs without patent protection. Any drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of brand name biologic drugs, shall be classified as a Generic Drug.

1.30.0 **Grace Period for Specialty Drugs** means the period of time during which enrollees may receive one fill of a Specialty Drug/Medication at a Pharmacy other than the Designated Specialty Pharmacy.

1.31.0 **Guaranteed Discount(s)** means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand Drugs expressed as a percent off of AWP dispensed through the Mail Service Pharmacy Process. For Specialty Drug/Medications dispensed through the Specialty Pharmacy Program, Guaranteed Discounts means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand and Generic drugs expressed as a percent off of AWP.

1.32.0 **Guaranteed Maximum Dispensing Fee(s)** **Guaranteed Maximum Dispensing Fee(s)** represents the quoted dispensing fee(s) the Contractor guarantees that the actual average dispensing fee assessed under Pass Thru Pricing will not exceed. This Guaranteed Maximum Dispensing Fee(s) is applicable to the NYSIF Program for Generic, Brand and Compound Drugs, calculated separately, for prescriptions dispensed by Retail Network Pharmacies.

1.33.0 **Guaranteed Minimum Discount(s)** means the guaranteed Ingredient Cost discount(s) as expressed as a percent off of the aggregate AWP and is applicable to Generic and Brand Drugs, separately, dispensed through Retail Pharmacy Network as well as Generic Drugs dispensed through the Mail Service Pharmacy Process.

1.34.0 **Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim.

1.35.0 **Ingredient Cost(s)** means the cost to the NYSIF Program for a specific drug, or drugs dispensed to a Claimant exclusive of any associated dispensing fee(s), other costs, through application of the NYSIF Program's Lesser of Logic.

1.36.0 **Instant Enrollment/"Short Fill" Service** means allowing injured workers of NYSIF policy holders immediate acceptance by any pharmacy in the Contractor's network in order to provide a limited number of cost-effective medication benefits.

1.37.0 **Key Subcontractor** means those vendors with whom the Contractor subcontracts to provide Program Services and incorporates as a part of the Contractor's Project Team.

1.38.0 **(Amended April 4, 2012)** **Limited Distribution Drug** means a Specialty Drug/Medication whose distribution is limited by the manufacturer to select Pharmacies and as a result of this restriction is not available to be dispensed from the Designated Specialty Pharmacy and/or Mail Order Pharmacy.

1.39.0 **Mail Service Pharmacy Process** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Claimants through the mail or other home delivery service, excluding any drug eligible under the Specialty Pharmacy Process. For those DCS employee groups not participating in the Specialty Pharmacy Process, the Mail Service Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Claimants through the mail or other home delivery service including any drug that could be classified as a Specialty Drug/Medication, or that require special preparation or handling, using one or more Mail Service Pharmacy Process Facilities or other entities approved as distribution channels for dispensing Limited Distribution Drugs to Claimants through the Mail Service Pharmacy Process. Prescriptions are considered to be submitted through the Mail Service Pharmacy Process if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility. All Prescriptions

filled through the Mail Service Pharmacy Process shall be processed in strict accordance with the provisions of this Agreement including all pricing provisions related to the Mail Service Pharmacy Process. Prescriptions dispensed through the Retail Pharmacy Network and delivered to the Claimant through the mail shall not be considered to have been filled through the Mail Service Pharmacy Process provided the Claimant or their Physician presented the Prescription directly to the dispensing Network Pharmacy. The Contractor or its Key Subcontractor will not refer a Claimant or their Physician to a retail Pharmacy without also making the Claimant aware of the Mail Service Pharmacy Process.

1.40.0 **Mail Service Pharmacy Process Facility(ies)** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor capable of being utilized by the Contractor in the Mail Service Pharmacy Process, including any mail service intake facility. For those DCS employee groups participating in the Specialty Pharmacy Process, the Designated Specialty Pharmacy is not considered a Mail Service Pharmacy Process Facility. All facilities must meet all legal and contractual requirements.

1.41.0 **Maximum Allowable Cost** means the maximum price the NYSIF Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass-through basis for the Ingredient Cost of a drug required to be included on the NYSIF Programs' MAC List managed by the Contractor.

1.42.0 **Medically Necessary Drug** means any drug which, as determined by the Contractor, is: (i) provided for the diagnosis or treatment of a medical condition; (ii) appropriate for the symptoms, diagnosis or treatment of a medical condition; (iii) within the standards of generally accepted health care practice; and (iv) not used for cosmetic purposes.

1.43.0 **Medical Professional(s)** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) licensed without limitation or restriction to practice medicine. For benefits provided in the NYSIF Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

1.44.0 **Narrow Therapeutic Index (NTI) Drugs** means a drug that small variances in blood levels can cause changes in the effectiveness or toxicity of that drug.

1.45.0 **NDC** means the National Drug Code number assigned to a pharmaceutical product obtained by the manufacturer of the product through a U.S. Food and Drug Administration administered process.

1.46.0 **Network Pharmacy** means a Pharmacy, other than those Pharmacies meeting the definition of Mail Service Pharmacy Process Facilities or a Designated Specialty Pharmacy, which has entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Claimants, including limited distribution or Specialty Drugs. The Contractor's records shall be conclusive as to whether a Pharmacy has a Network Pharmacy agreement in effect on the date a drug is dispensed.

1.47.0 **Non-Network Pharmacy** means any Pharmacy, other than a Network Pharmacy, a Mail Service Pharmacy Process Facility or a Designated Specialty Pharmacy, which has not entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Claimants.

1.48.0 **Non-Preferred Drug** means an FDA approved prescription drug that is covered by the NYSIF Program, but is not included on the Contractor's and/or its Key Subcontractor's Preferred Drug.

1.49.0 **NYS** means New York State.

1.50.0 **Over-the-Counter Drug (OTC)** means a drug approved by the FDA, which has been determined to be safe and effective for use by the general public without a doctor's Prescription.

1.51.0 **Pass-through Pricing** means the NYSIF Program is charged the same Ingredient Cost and/or dispensing fee paid to the dispensing Network Pharmacy or Mail Service Pharmacy for the Generic, Brand or Compound Drug dispensed.

1.52.0 **Pharmacist** means a person who is legally licensed to practice the profession of Pharmacy. He or she must regularly practice such profession within the scope of their license.

1.53.0 **Pharmacy or Pharmacies** means any establishment, which is registered as a Pharmacy with the appropriate State licensing agency or is a Veterans Affairs Hospital Pharmacy, and regularly dispenses medications that require a Prescription from a Physician.

1.54.0 **Pharmacy Benefit Services or Program Services** means all of the services to be provided by the Contractor as set forth in this RFP.

1.55.0 **Pharmacy Submitted Ingredient Cost or Pharmacy Submitted Pricing or Submitted Cost** means the value entered by the Pharmacy in field 409, 'Ingredient Cost Submitted' of Telecommunication Standard Version 5.1 issued by the National Council for Prescription Drug Programs, Inc. For purposes of adjudication of Compound claims the value shall be no more than the total AWP of all ingredients in the Compound.

1.56.0 **Pharma Revenue** means any and all revenues generated from agreements between pharmaceutical manufacturers and the Contractor, or any Affiliate or Key Subcontractor of the Contractor, which relate to NYSIF Program utilization and/or Pharmacy benefit management services provided under this Agreement. Such revenues include revenue described by any name, but not limited to, revenues described as: formulary rebates, market share rebates, administrative fees, AWP caps or by any other name.

1.57.0 **Physician** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.). He or she must be legally licensed without limitations or restrictions, to practice medicine. For benefits provided in the NYSIF Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

1.58.0 **Preferred Brand Drug** means a FDA approved brand name prescription drug that is included on the Preferred Drug List developed by the Contractor for the NYSIF Program.

1.59.0 **Preferred Drug List or PDL** means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the Program.

1.60.0 **Prescription/Prescription Order** means the written or oral request for drugs issued by a Physician duly licensed to make such a request in the ordinary course of his or her professional practice.

This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.

1.61.0 **Program Services or Pharmacy Benefit Services** means all of the services to be provided by the Contractor as set forth in this Agreement.

1.62.0 **Program Team** means the Contractor and those Key Subcontractors, if any, utilized by the Contractor who collectively undertake and perform the Program Services which are the subject of the Agreement.

1.63.0 **Proposal** means the Contractor's Administrative Proposal, Technical Proposal and Cost Proposal, including all responses to supplemental requests for clarification, information, or documentation, submitted during the course of the Procurement.

1.64.0 **Renewal Date** means January 1, 2015, and annually thereafter up to and including January 1, 2018.

1.65.0 **Retail Pharmacy Network** means the Contractor's credentialed network of participating independent, chain Pharmacies, and specialty Pharmacies contracted to deliver services to Claimants.

1.66.0 **RFP or Procurement** means the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs."

1.67.0 **Specialty Drugs/Medications** means drugs that treat rare disease states; drugs requiring special handling, special administration, or intensive patient monitoring/testing; biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or, other drugs used to treat patients with chronic or life threatening diseases identified as specialty medications through the mutual agreement of the parties.

1.68.0 **Specialty Pharmacy Process** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Claimants through the Designated Specialty Pharmacy or a Limited Distribution Drug Pharmacy. Prescriptions are considered to be submitted through the Specialty Pharmacy Process if they are a Limited Distribution Drug submitted directly to the Limited Distribution Drug Pharmacy, or if they are a Specialty Drug/Medication submitted

directly to the Designated Specialty Pharmacy, by phone, fax, internet, e-prescribing or mail. All Prescriptions filled through the Specialty Pharmacy Process shall be processed in strict accordance with the provisions of the contract to be agreed upon by the FUND and the Contractor.

1.69.0 **State** means the New York State Insurance Fund acting in its statutory authority as the administrator of the NYS Workers' Compensation Pharmacy Benefits Management Program

1.70.0 **Therapeutically Equivalent** means drugs that can be expected to produce essentially the same therapeutic outcome and toxicity.

1.71.0 **Usual and Customary (U&C)** means the retail price charged to the general public as submitted by the dispensing Pharmacy during claims processing.

1.72.0 **WCB** means the New York State Workers' Compensation Board.

ARTICLE II: AGREEMENT DURATION AND AMENDMENTS

2.1.0 This Agreement shall be subject to and effective upon the approval of the New York State Attorney General's Office ("AG") and the NYS Office of the State Comptroller ("OSC"). The term of the Agreement shall include an implementation period followed by five (5) years of Program Services. It is the FUND's intent that this implementation period shall begin on or around August 1, 2012, upon OSC approval of the Agreement, with all other contractual responsibilities to begin on January 1, 2014, through and including December 31, 2018, and subject to the termination provisions contained herein.

2.2.0 The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the AG and the OSC.

2.3.0 Upon termination of this Agreement the FUND shall have the right to award a new contract to another Contractor.

ARTICLE III: INTEGRATION

3.1.0 This Agreement, including all Exhibits, copies of which are attached hereto and incorporated by reference, constitutes the entire Agreement between the Parties. All prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby.

3.2.0 All statements made by the FUND shall be deemed to be representations and not warranties.

ARTICLE IV: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE

4.1.0 The Agreement consists of:

4.1.1 The body of the Agreement (that portion preceding the signatures of the Parties in execution), and any amendments thereto;

4.1.2 Appendix A – Standard Clauses for All New York State Contracts;

4.1.3 Appendix B – Standard Clauses for All FUND Contracts;

4.1.4 Appendix C – Third Party Connection and Data Sharing Agreement;

4.1.5 Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures;

4.1.6 The following Exhibits attached and incorporated by reference to the body of the Agreement:

4.1.6a Exhibit A: which includes: the MacBride Act Statement; and the Non-Collusive Bidding Certification;

4.1.6b Exhibit B: the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," dated February 22, 2012, and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;

4.1.6c Exhibit C: the Contractor's Proposal; and, Exhibit C-1: the official transcript of the Management Interview, and related materials clarifying the Contractor's Proposal;

4.1.6d Exhibit D: Specialty Pharmacy Program Dispensing Fees

4.1.7 In the event of any inconsistency in, or conflict among, the document elements of the Agreement identified above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

4.1.7a First, Appendix A – Standard Clauses for All New York State Contracts;

4.1.7b Second, Appendix B – Standard Clauses for All FUND Contracts;

4.1.7c Third, Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures;

4.1.7c Fourth, any Amendments to the body of the Agreement;

4.1.7d Fifth, the body of the Agreement;

4.1.7e Sixth, Exhibit B, the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Prescription Drug Programs," dated February 21, 2012 and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;

4.1.7f Seventh, Exhibit C: the Contractor's Proposal; and, Exhibit C-1: the official transcript of the Management Interview and related materials clarifying the Contractor's Proposal; and

4.1.7g Eighth, Exhibit E, Specialty Pharmacy Program Dispensing Fees;

4.1.8 The terms, provisions, representations and warranties contained in the Agreement shall survive performance hereunder.

ARTICLE V: LEGAL AUTHORITY TO PERFORM

5.1.0 Contractor agrees that it shall perform its obligations under this Agreement in accordance with all applicable federal and NYS laws, rules and regulations, policies and/or guidelines now or hereafter in effect.

5.2.0 The Contractor shall maintain appropriate corporate and/or legal authority, which shall include but is not limited to the maintenance of an administrative organization capable of delivering the Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Program Services are to be delivered.

5.3.0 The Contractor shall provide the FUND with immediate notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement, or which may affect the performance of Contractor's duties under the Agreement.

ARTICLE VI: PROGRAM SERVICES

6.1.0 The Contractor shall provide all of the Program Services as set forth herein this Article VI of the Agreement for the entire term of the Agreement. All Program Services shall be provided in accordance with the New York State Workers' Compensation Law and its implementing regulations, and other NYS and Federal Law as may be applicable. In addition, the Contractor shall deliver the Program Services in such a manner so as to comply with all provisions of this Agreement. The Contractor may provide certain services through key subcontracts with the prior review and approval of the FUND. Each subcontract entered into with a corporate entity separate from the Contractor for the purpose of delivering Program Services must be maintained throughout the term of the Agreement unless such change is approved in writing by the FUND. The FUND must be explicitly identified as the intended beneficiary of the key subcontract. The Contractor must maintain significant financial, legal, and audit oversight of any of its Key Subcontractors. The Contractor remains fully responsible for all services and actions performed under this Agreement. The Contractor shall submit all key subcontracts to the FUND for its approval. The Contractor shall submit all such key subcontracts with no redactions to the FUND before execution for its review and approval. **(Note: Costs/Fees for all services required under this Agreement shall be included in the Contractor's Claims Administrative Fee).**

6.2.0 Program Implementation

6.2.1 The Agreement includes an implementation period beginning on or around October 1, 2012, upon approval of the Agreement by OSC. During this time, the Contractor must undertake and complete all implementation activities, including but not limited to those specific

activities set forth in the Implementation and Start-up Guarantee Section 7.1.0 of the Agreement. Such implementation activities must be complete no later than December 31, 2013 so that the NYSIF Program is fully operational on January 1, 2014.

6.3.0 Account Team

6.3.1 The Contractor must maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the NYSIF Program during implementation and operation.

6.3.1a The account team must be comprised of qualified and experienced individuals who are acceptable to the FUND and who are responsible for ensuring that the operational, clinical and financial resources are in place to operate the NYSIF Program in an efficient manner;

6.3.1b The Contractor must ensure that there is a process in place for the account team to gain immediate access to appropriate corporate resources and senior management necessary to meet all NYSIF Program requirements and to address any issues that may arise during the performance of the Agreement.

6.3.2 The Contractor's dedicated account team must be experienced, accessible (preferably in the New York State Capital Region district) and sufficiently staffed to:

6.3.2a provide timely responses (1 to 2 Business Days) to administrative and clinical concerns and inquiries posed by the FUND for the duration of the Agreement to the satisfaction of the FUND;

6.3.2b immediately notify the FUND in writing of actual or anticipated events impacting NYSIF Program costs and/or delivery of services to Claimants (for example, drug recalls and withdrawals, class action settlements, and operational issues).

6.3.3 The Contractor's assigned account team must immediately notify the FUND in writing of actual or anticipated events impacting NYSIF Program costs and/or delivery of services to NYSIF Program Claimants.

6.3.4 The Contractor's dedicated account team must ensure that the NYSIF Program is in compliance with all legislative and statutory requirements. If the Contractor is unable to comply with any legislative or statutory requirements, the FUND must be notified in writing immediately.

6.4.0 **Customer Service:** The Contractor is responsible for all customer support and services including, but not limited to:

6.4.1 Maintaining a ~~Dedicated Call Center~~ call center(s) located in the United States staffed by fully trained customer service representatives and supervisors available 24 hours a day 365 Days a year. The Contractor must maintain a Dedicated Call Center for the Program between the hours of 7:00am and 7:00pm ET. During off hours, calls may be routed to a designated call center(s) located in the United States staffed by fully trained customer service representatives and supervisors. The ~~Dedicated Call Center~~ call center(s) must also provide immediate access to Pharmacist(s) 24 hours a day, 365 days a year. The ~~Dedicated Call Center~~ call center(s) must meet the Contractor's proposed customer service telephone guarantees set forth in Section 7.7.0 of this Agreement.

6.4.2 Customer service staff must use an integrated system to log and track all Claimant calls. The system must create a record of the Claimant contacting the call center, the call type, and all customer service actions and resolutions.

6.4.3 Customer service representatives must be trained and capable of responding to a wide range of questions, complaints and inquiries including but not limited to: NYSIF Program benefit levels, refills, order status, point of service issues, prior authorization, eligibility, Mail Service Pharmacy Process, Specialty Pharmacy Process services and Preferred Drug List alternatives.

6.4.4 Maintaining a backup customer service staff located in the United States with NYSIF Program-specific training to handle any overflow when the dedicated customer service center is unable to meet the Contractor's customer service performance guarantees as set forth in Section 7.7.0 of this Agreement. This back-up system would also be utilized in the event the primary customer service center(s) become unavailable; and

6.5.0 **Enrollee Communication Support**

6.5.1 All Claimant communications developed by the Contractor are subject to FUND review and prior written approval, including but not limited to any regular standardized direct communication with Claimants or their Physicians in connection with Claimant drug utilization or the processing of Claimant claims either through mail, e-mail, fax or telephone. The FUND in its sole discretion reserves the right to require any change it deems necessary.

6.5.2 The Contractor must work with the FUND to develop appropriate customized forms and letters for the NYSIF Program, including but not limited to mail order forms, prior authorization letters, Preferred Drug List, etc. All such communications must be approved by the FUND.

6.5.3 The Contractor must assist NYSIF is developing a customized Claimant information packet that will include information on available prescription drug services as well as a permanent ID card to be used when filling injury-related prescriptions.

6.6.0 **<u>Enrollment Management</u>:** The Contractor is responsible for the maintenance of accurate, complete, and up-to-date enrollment files, located in the United States, based on information provided by the FUND. These enrollment files shall be used by the Contractor to process retail, mail order and specialty pharmacy claims, provide customer service, and produce management reports and data files. The Contractor is required to provide enrollment management services including but not limited to:

6.6.1 **<u>Initial testing</u>**

6.6.1a Performing an initial enrollment load to commence upon receipt from the FUND during NYSIF Program implementation. The file may be an encrypted, fixed length ASCII text file that is transmitted using a secure transmission protocol or a custom file format. The determination will be made by the FUND;

6.6.1b Testing to determine if the enrollment file and enrollment transactions loaded correctly and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The Contractor must submit enrollment test files to the FUND for auditing, provide the FUND with secure, online access

required to ensure accurate loading of NYSIF Program enrollment data, and promptly correct any identified issues to the satisfaction of the FUND;

6.6.2 Providing an enrollment system capable of receiving secure enrollment transactions every day, including weekends and holidays, and having all transactions fully loaded to the claims processing system within twelve (12) hours of release of a retrievable file by the NYSIF. The Contractor shall immediately notify the NYSIF of any delay in loading enrollment transactions. In the event the Contractor experiences a delay due to the quality of the data supplied by the NYSIF, the Contractor shall immediately load all records received (that meet the quality standards for loading) within twelve (12) hours of their release, as required. The NYSIF will release enrollment changes, including all additions, modifications and deletions since the previous transmission, to the Contractor in an electronic format daily (every day, including weekends and holidays). On occasion, the NYSIF will release more than one enrollment file within a 24-hour period. The Contractor must be capable of loading both files within the twelve (12) hour performance standard. The format of these transactions will be a fixed length ASCII text file. The ASCII text file is encrypted and transmitted each business day using a secure transmission protocol. Upon selection, the Contractor will be provided with the claim eligibility file specifications and the schedule for the transmission of the file.

6.6.3 Ensuring the security of all enrollment information as well as the security of a HIPAA compliant computer system in order to protect the confidentiality of Claimant data contained in the enrollment file. Any transfers of enrollment data within the Contractor's system or to external parties must be completed via a secured process;

6.6.4 Providing a back-up system or have a process in place where, if enrollment information is unavailable or not current at the point of service, Claimants can obtain Prescriptions without interruption, at the point of service. Short fill policies should be included in the Pharmacy Provider manual;

6.6.5 Cooperating fully with any FUND initiatives to use new technologies, processes, and methods to improve the efficiencies of maintaining enrollment data including any enrollment file conformance testing requested during the course of this Agreement;

6.6.6 Ability to manually load/correct an enrollment record and to contact the Pharmacy to allow the adjudication of a Prescription in an urgent or emergency situation. Occurrences of these situations are very rare; and

6.6.7 The Contractor must provide an instant enrollment or "short fill" service to injured workers of NYSIF policyholders. This service should allow immediate acceptance by any pharmacy in the Contractor's network in order to provide a limited number of cost-effective medication benefits to the Claimant.

6.7.0 **Reporting:** The Contractor is responsible for accurate reporting services including, but not limited to:

6.7.1 Generating and submitting monthly, quarterly, semi-annual and annual reports per NYSIF specification. Specifications will be provided upon vendor selection;

6.7.2 Capturing and providing the FUND with electronic file of eligibility and authorization on the GC3, or similar code level. The Contractor should have the capability to capture drug denials on the GCN and NDC code levels;

6.7.3 Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the FUND. This includes, but is not limited to, reports and data files listed in Article XV of this Agreement;

6.7.4 Providing direct, secure access to the Contractor's claims system and any online and web-based reporting tools to the FUND's offices;

6.7.5 Providing Ad Hoc Reports and other data analysis at no additional cost. The exact format, frequency, and due dates for such reports shall be specified by the FUND. Information required in the Ad Hoc Reports may include but is not limited to providing:

6.7.5a Forecasting and trend analysis data;

6.7.5b Data necessary to track drug pricing;

6.7.5c Utilization data on the Mail Order Pharmacy and the Special Pharmacy Program;

6.7.5d Utilization review savings;

6.7.5e Benefit design modeling analysis;

6.7.5f Reports to meet clinical program review needs;

6.7.5g Reports segregating claims experience for specific populations; and

6.7.5h Reports to monitor Agreement compliance.

6.7.6 The Contractor must work with NYSIF to resolve reporting issues according to the timeframes described in Article XV.

6.8.0 **Consulting:** The Contractor is responsible for providing advice and recommendations regarding the Program. Such responsibility shall include, but not be limited to:

6.8.1 Informing the FUND in a timely manner concerning such matters as cost containment strategies, new drugs, conversion from Brand Drugs to Generic Drugs and how it will impact cost, Preferred Drug List configuration, technological improvements, e-prescribing, Pharmacy innovations, and State/Federal legislation (i.e., Prescription drug mandates, etc.) that may affect the Program. The Contractor must provide information and recommendations to the FUND on Preferred Drug List (PDL) placement of new generic and biological therapies prior to release into the marketplace to the extent such information is available in the public realm. The Contractor must also make available to the FUND one or more members of the clinical or account management team to discuss the implications of these new trends and developments. The FUND is not under any obligation to act on such advice or recommendation; and

6.8.2 Assisting the State with recommendations and evaluation of proposed benefit design changes and implementing any changes necessary to accommodate NYSIF Program modifications resulting from collective bargaining, legislation, or within the statutory discretion of the State. Recommendations must include a preliminary analysis of all associated costs, a clinical evaluation, and the anticipated impact of proposed NYSIF Program modifications and contemplated benefit design changes on Claimants.

In the event of a design change and the Contractor requests any change in compensation such change will be in accordance with Article VIII of this Agreement.

6.9.0 **Network Management**

6.9.1 **Retail Pharmacy Network**

6.9.1a The Contractor must maintain a credentialed and contracted Retail Pharmacy Network that meets or exceeds the NYSIF Program's minimum access standards throughout the term of the Agreement.

6.9.1b The NYSIF Program requires the Contractor have available to Claimants on January 1, 2014 the Retail Pharmacy Network it proposed in Exhibit C, Contractor's Proposal, of this Agreement, in accordance with the requirements set forth in Section 7.4.0 guaranteeing effective implementation of their Retail Pharmacy Network.

6.9.1c The Contractor is required to include Independent Pharmacies in its Retail Pharmacy Network. In developing its Retail Pharmacy Network, the Contractor is expected to use its best efforts to substantially maintain the composition of independent Network Pharmacies included in the NYSIF Program's current Retail Pharmacy Network provided such Pharmacies meet the requirements of Sections 6.9.2 and 6.9.3 of this Agreement, and are willing to accept the proposed aggressive reimbursement rates.

6.9.1d The Contractor shall include in its Retail Pharmacy Network any Pharmacy(ies) upon the FUND's request, where such inclusion is deemed necessary by the FUND to meet the needs of Claimants even if not otherwise necessary to meet the minimum access guarantees in Section 7.4.0 of this Agreement.

6.9.1e Any changes made by DCS to the scope of its agreement with the Contractor for Prescription Drug Program Services after execution of this Agreement, including but not limited to the request to include any individual independent Network Pharmacy(ies), shall have no impact on this Agreement or cost thereunder, unless the change is agreed to by NYSIF.

6.9.1f The Contractor must effectively communicate the content (including any subsequent changes) and requirements of the NYSIF Program's Preferred Drug List to their Retail Pharmacy Network.

6.9.1g Prior to January 1, 2014, the Contractor must ensure that their Network Pharmacies have the correct claim identification information (i.e. RX BIN #, RXPCN, RXGRP, effective date, phone number for questions, etc.) to facilitate accurate claims submission and uninterrupted access for NYSIF Program Claimants.

6.9.1h The Contractor must establish a process to provide Claimants with access to Limited Distribution Drugs through the Retail Pharmacy Network.

6.9.2 **Pharmacy Credentialing**

6.9.2a The Contractor must ensure its Retail Pharmacy Network is credentialed in accordance with all applicable federal and state laws, rules and regulations.

6.9.2b The Contractor must credential Pharmacies in a timely manner and shall have an effective process by which to confirm Network Pharmacies continuing compliance with credentialing standards.

6.9.2c The Contractor must maintain credentialing records and make them available for review by the FUND upon request.

6.9.3 **Pharmacy Contracting:** The Contractor is responsible for providing Pharmacy contracting services including, but not limited to:

6.9.3a Ensuring that all Network Pharmacies contractually agree to and comply with all of the NYSIF Program's requirements and benefit design specifications;

6.9.3b Ensuring that Network Pharmacies accept as payment-in-full, the Contractor's reimbursement for all claims processed based on the NYSIF Program's Lesser of Logic, as set forth in Section 11.6.0 of this Agreement;

6.9.3c Notifying the FUND in writing of any plan to renegotiate the financial terms of any Network Pharmacy contract utilized by the NYSIF Program for any Pharmacy that is located in the State of New York, or for any such Pharmacy located outside NYS that accounts for more than 0.25% of total NYSIF Program final paid claim Ingredient Costs;

6.9.3d Notifying the FUND in writing within 1 (one) Business day of any changes to contracts with Retail Pharmacy Network chain Pharmacies or independent Pharmacies negotiating collectively with the Contractor, including but not limited to, those identified as participating in the Contractor's network; and

6.9.3e Committing to administering Pharmacy contracts consistent with all representations made in the Contractor's cost proposal, including all representations regarding the administration of generic pricing and maintenance of the NYSIF Program's MAC list; and

6.9.3f Ensuring there are mechanisms in place to circumvent the referral of bills by participating pharmacies to third party billers for collection

6.9.4 **<u>Pharmacy Audit</u>:** The Contractor must have a staffed audit unit employing a comprehensive Pharmacy audit program that includes, but is not limited to:

6.9.4a Providing ample audit resources including access to the Contractor's on-line claims processing system to the FUND and the OSC at their respective offices through the date of the final financial settlement of the Agreement;

6.9.4b Providing FUND access and monthly updates to the Prescription Drug industry pricing source material (e.g. Red Book, Medispan, other) that the Contractor will be utilizing for the NYSIF Program for the purposes of conducting routine audits of claims data;

6.9.4c Conducting routine and targeted on-site audits of Network Pharmacies, the Mail Service Pharmacy and the Specialty Pharmacy(ies). Pharmacies that deviate significantly from patterns of dispensing in terms of cost, drug selection, overrides, Days supply or utilization are to be identified and targeted for on-site and desk audits in accordance with established selection and screening criteria. On-site audits must also be conducted upon request by the FUND, or when information is received by the Contractor that indicates a pattern of conduct by a Pharmacy that is not consistent with the NYSIF Program's design and objectives. Periodic, on-site audits must be conducted at least once during the course of the five (5) year resultant Agreement for Pharmacies that fall into the top fifty (50)

in terms of total dollar spend for the NYSIF Program. Any modifications to the proposed Pharmacy audit programs must receive prior approval by the FUND;

6.9.4d Providing reports to the FUND detailing audits planned, audits initiated, audits in progress, audits completed, audit findings, audit recoveries, and any other enforcement action by the Contractor. The Contractor must inform the FUND in writing of any allegation or other indication of potential fraud and abuse identified within seven (7) Business Days of such allegations or identification. The FUND must be fully informed of all fraud and abuse investigations impacting the NYSIF Program upon commencement regardless of whether the individual fraud and abuse investigation has a material financial impact to the State;

6.9.4e The Contractor must maintain the capability and contractual right to effectively audit the NYSIF Program's Retail Pharmacy Network, including the use of statistical sampling audit techniques and the extrapolation of errors;

6.9.4f Agreement to fully cooperate with all FUND and/or OSC audits consistent with the requirements of Appendices A and B as set forth in this Agreement, including provision of access to protected health information and all other confidential information when required for audit purposes as determined by the FUND and OSC as appropriate. The Contractor must respond to all State audit requests for information and/or clarification within fifteen (15) Business Days. The Contractor must perform timely reviews and respond in a time period specified by the FUND to preliminary findings submitted by the FUND and the Comptroller's audit unit in accordance with the requirements of Article XVII, "Audit Authority." Such audits may include, but are not limited to: mail order claims; Non-Network Pharmacy claims; and on-line Pharmacy claims. Use of statistical sampling of claims and extrapolation of findings resulting from such samples shall be acceptable techniques for identifying claims errors. The selected Contractor shall facilitate audits of network pharmacies as requested by the NYSIF and/or OSC;

6.9.4g Remitting 100% of pharmacy audit recoveries to the FUND within thirty (30) Days upon final audit determination consistent with the process specified in Article

XIV "Payments/(credits) to/from the Contractor" and Appendix B of this Agreement;

6.9.4h Utilizing the auditing tools and performance measures proposed by the Contractor to identify fraud and abuse by Network Pharmacies and/or Claimants; and

6.9.4i Permitting the FUND or a designated third party to audit pharmacy bills and drug company revenues.

6.10.0 **Mail Service Pharmacy Process:** The Contractor must provide all aspects of Mail Service Pharmacy Process. Such responsibility shall include, but not be limited to:

6.10.1 Having a fully staffed and fully operational Mail Service Pharmacy Process throughout the term of the resultant Agreement, utilizing one or more Mail Service Pharmacy Process Facilities meeting all New York State legal requirements. The Mail Service Pharmacy Process must be capable of dispensing all covered, FDA approved medications including any drug that could be classified as Specialty Drugs/Medications or requires special preparation or handling for up to a 90 day supply. Contractor must establish a process to provide Claimants with access to Limited Distribution Drugs placing no additional steps or burdens on the Claimant. Prescriptions are considered to be "submitted through the Mail Service Process" if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility, regardless of how the Prescription is filled. All covered Prescriptions, except for Limited Distribution Drugs, submitted through the Mail Service Pharmacy Process or through a Mail Service Pharmacy Process Facility shall be charged to the NYSIF Program based on the Contractor's mail service pricing terms and dispensing fees (if any) applicable to Brand name, Generic, and Compound Drug claims as set forth in Article XI, "NYSIF Program Claims Reimbursement" of this Agreement, including Specialty Drugs/Medications for certain enrollees. Limited Distribution Drugs submitted through the Mail Service Pharmacy Process shall be charged to the NYSIF Program based on the Contractor's Retail Network pricing terms and dispensing fees (if any) applicable to Brand Name, Generic and Compound Drug claims as set forth in Article XI, "NYSIF Program Claims Reimbursement" of this Agreement. The Mail Service Pharmacy Process shall apply the same Program benefit design features as the

Network Pharmacies, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization and Preferred Drug List;

6.10.2 Ensuring that all the FUND approved edits including, but not limited to, enforcing utilization edits (i.e. refill to soon, duplicate therapy, etc.) are built into the Prescription fulfillment system to protect a claimant's safety as well as to control NYSIF Program costs;

6.10.3 Ensuring that all Mail Service Pharmacy Process Facilities utilized in the Contractor's Mail Service Pharmacy Process meet all Prescription drug packaging regulatory requirements. Any facility located outside New York State that will provide service for the NYSIF Program must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Mail Service Pharmacy Process must recognize the full prescribing authority of Medical Professionals granted by NYS where allowed by state law;

6.10.4 Providing a simple, user friendly method(s) of ordering, reordering, or transferring Prescriptions from retail to mail. Maintaining a Dedicated Call Center located in the United States employing a staff of Pharmacists, and a staff of fully trained customer service representatives, and supervisors available 24 hours a day 365 Days a year that must meet the Contractor's Mail Service Pharmacy Process guarantees set forth in Article VII, "Performance Guarantees" of this Agreement.

6.10.4a The Contractor must have an integrated system for customer service staff to utilize to respond to, log and track all Claimant inquiries. The system must create a record of the Claimant contacting the call center, the call type and all customer service actions and resolutions.

6.10.4b Customer service representatives must be trained and capable of responding to a wide range of questions, complaints and inquiries including but not limited to: NYSIF Program benefit levels, refills, order status, prices and billing, point of service issues, prior authorization and eligibility and, Mail Service Pharmacy Process, Specialty Pharmacy Process services and complaints, and Preferred

Drug List alternatives. Callers must be able to reorder and check order status through both the website and the telephone line;

6.10.5 Providing pre-addressed, postage-paid mail service envelopes to Claimants, and for inclusion in FUND publications, at the request of the FUND.

6.10.6 Having efficient procedures in place to handle routine Prescriptions, "urgent" Prescriptions, and Prescriptions that require "special" handling (i.e. temperature control, limited shelf life, high cost, etc.);

6.10.7 Providing standard mail service delivery using packaging that is appropriate for the drug dispensed and the address it is shipped to at no additional cost to the NYSIF Program or the Claimant. Easy open caps also must be provided to Claimants upon request at no additional cost;

6.10.8 Having a system in place to track all Prescriptions (both intervention and non-intervention) received for processing through the Mail Service Pharmacy Process from the date the Prescription is received to the date the mailing agent picks up the package. The Contractor must also be able to track fill accuracy rates;

6.10.9 Maintaining a process to collect information necessary to ensure claimant safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis;

6.10.10 Maintaining a system that notifies Claimants about potential health and safety issues with their Prescriptions;

6.10.11 Maintaining efficient procedures regarding inventory management of the Mail Service Pharmacy Process Facility(ies) including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.;

6.10.12 Providing prompt notification to Claimants regarding out of stock items, partial fill orders, and changes to Prescriptions (e.g., approved or required dispensing of generics instead of Brand drugs). In out of stock situations, the Contractor must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be

through an alternate facility(ies) or obtaining a re-stock from a supplier. If necessary, the Contractor shall call the Claimant first to obtain permission to contact their Physician to offer alternative medications, or to offer to return the prescription. If the Physician authorizes use of an alternative medication, a letter notifying the Claimant of the change must be sent to the Claimant before the medication is shipped or must accompany the Prescription;

6.10.13 Calling the prescribing Physician when a DAW-1 is indicated on the Prescription to confirm that the Physician understands the financial impact to the claimant and/or the FUND to determine if the Physician is willing to allow the generic version of the drug to be dispensed to the Claimant. If the Physician was previously contacted regarding the same Prescription for a particular Brand Drug for the same Claimant and required that the Brand Drug be dispensed, no call is required. If the Physician authorizes use of the generic version of the drug, a phone call shall be made to the Claimant of the approved change before the medication is shipped or the Contractor shall include a letter with the Prescription informing the Claimant of their physician's approval. If the Claimant has indicated on the mail service order form that they do not wish their Physician to be contacted for such determinations, no call shall be made;

6.10.14 Notifying the Claimant of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment;

6.10.15 Utilizing best efforts to complete Physician clarification, verification, or other interventions within the five (5) Business Day service level standard. Should this require more than eight (8) Business Days, the Contractor shall call the Claimant and offer the Claimant the option of returning the prescription or continuing the intervention attempt;

6.10.16 Ensuring that the consent of the Claimant is obtained prior to calling the prescribing Physician with the exception of calls made for purposes of clarification, verification, settlement of other intervention claim issues or DAW-1 confirmations;

6.10.17 Providing all necessary clinical and educational support to NYSIF Program Claimants, and/or their family/caregiver utilizing the Mail Service Pharmacy Process, including

Claimants taking injectable, infusion or other drugs requiring special handling or special administration;

6.10.18 Having a back-up mail order facility(ies) to handle any overflow and/or situations where the primary mail order facility is unavailable;

6.10.19 Promoting the utilization of the Mail Service Pharmacy Process through targeted mailings, Physician communications, etc. if the FUND determines that such promotions are in the best financial interests of the FUND. All such activities, including mailings, are subject to change and require the prior written approval of the FUND. Any regular direct communication with Claimants or their Physicians in connection with Claimant drug utilization or the processing of Claimant claims, either through mail, e-mail, fax or telephone must be submitted for the FUND's approval. The cost of any approved promotion shall be borne by the Contractor, unless the FUND specifically requests a particular activity not required to be performed under the resultant Agreement. The FUND will not approve any mail order promotions that it determines will not result in a reduced net cost to the NYSIF Program;

6.10.20 The Contractor shall act in the best interests of the NYSIF Program when dispensing Generic Drugs through the Mail Service Pharmacy Process by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible;

6.11.0 Specialty Drugs/Medications (Amended April 4, 2012)

6.11.1 The Contractor must provide Claimants with access to all Medically Necessary Specialty Drugs/Medications covered by the Program through its Retail Pharmacy Network, Mail Service Pharmacy Process and Specialty Pharmacy. In the case of Limited Distribution Drugs, the Contractor shall provide Claimants with access in accordance with the following:

6.11.1a ***Retail Pharmacy Network Access***

The Contractor shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Program consistent with the Contractor's

contracted discount off of AWP for the Limited Distribution Drug, plus any dispensing fee. ~~If the Contractor is unable to secure the participation of the authorized distributor, the Contractor agrees to facilitate the Claimant's receipt of the drug and bill the NYSIF Program at the Minimum overall Guaranteed Discounts applicable to Brand Drugs for network pharmacies.~~

6.11.1b ***Mail Service Pharmacy Process Access***

~~For all Specialty Drugs including Limited Distribution Prescriptions submitted through the Mail Service Pharmacy Process, the~~ The Contractor must facilitate the Claimant's receipt of the Limited Distribution Drug. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. ~~by obtaining the drug from an authorized distributor and billing the NYSIF Program consistent with its Guaranteed Discounts applicable to Brand Drugs for the mail service pharmacy.~~

6.11.2 Specialty Pharmacy Program (Amended April 4, 2012)

6.11.2a The Contractor must provide Claimants with access to all Medically Necessary Specialty Drugs/Medications covered by the NYSIF Program through its proposed Specialty Pharmacy Program. Such responsibility must include, but not be limited to:

6.11.2a(1) Developing a listing of the Specialty Drugs/Medications proposed for inclusion in the Specialty Pharmacy Program;

6.11.2a(2) Having a fully staffed and fully operational Specialty Pharmacy Program in which Specialty Drugs/Medications are provided by one or more Designated Specialty Pharmacies. All Designated Specialty Pharmacies must meet all New York State legal requirements. Any facility located outside New York State that will provide service for the NYSIF Program must be registered with the NYS Department of Education and meet all requirements of Section 6808-b of NYS Education Law. The Specialty Pharmacy Process must recognize the

full prescribing authority of Medical Professionals granted by NYS where allowed by state law.

6.11.2a(3) The Contractor must establish a process to provide Claimants with access to Limited Distribution Drugs not available through the Designated Specialty Pharmacy(ies), which places no additional steps or burdens on the Claimant. The Offeror shall secure the participation of the authorized distributor in its Retail Pharmacy Network and bill the Programs consistent with the Offeror's contracted discount off AWP for the Limited Distribution Drug, plus any dispensing fee. ~~The Contractor must bill the NYSIF Program for these Prescriptions consistent with the Contractor's Minimum Guaranteed Discount applicable to Prescriptions dispensed at Network Pharmacies.~~

6.11.2a(4) Providing a fully staffed and fully operational customer support call center available to Claimants 24 hours a day, 365 Days a year including Pharmacists, clinicians, and registered nurses trained in a Claimant's specific Specialty Drug/Medication therapies. The Contractor must provide callers with access to customer service staff and Pharmacists through the NYSIF Program's toll-free telephone line who are able to respond timely to questions, complaints and inquiries including but not limited to: Program benefit inquiries, refills, order status, point of service issues, Specialty Pharmacy Process complaints, preferred drug status, and claim status. Callers must be able to reorder and check order status through the too-free telephone line.

6.11.2a(5) Administering a safety monitoring system that complies with the Food and Drug Administration (FDA) Amendments Act of 2007 which requires a Risk Evaluation and Mitigation Strategy (REMS) from the Specialty Drugs/Medications manufacturers to ensure the benefits of a drug outweigh its risks.

6.11.2a(6) Completing Physician consultation, coordination of care, patient care management and other interventions on a clinically appropriate and timely basis.

6.11.2a(7) Providing all necessary clinical and educational support to Claimants, and/or their family/caregiver utilizing the Specialty Pharmacy Process, including but not limited to explaining the treatment plan and ancillary supplies, disease/drug education, side-effect management, compliance management and administration training.

6.11.2a(8) Applying the same NYSIF Program benefit design features as the Mail Service Pharmacy Process, including but not limited to Mandatory Generic Substitution, DUR, Prior Authorization, and Preferred Drug List.

6.11.2a(9) Ensuring that all the FUND's approved edits including, but not limited to, enforcing utilization edits (e.g. refill to soon, duplicate therapy, etc.) are built into the Prescription fulfillment process system to protect a claimants safety as well as to control NYSIF Program costs.

6.11.2a(10) Ensuring that all Designated Specialty Pharmacies utilized in the Contractor's Specialty Pharmacy Program meet all Prescription drug packaging regulatory requirements. The Contractor must ensure that Specialty Drugs/Medications are shipped to Claimants in appropriate packing materials so that Specialty Drugs/Medications are safe and effective and delivered on time.

6.11.2a(11) Providing a simple, user friendly method(s) of ordering, reordering, and transferring Prescriptions from retail and mail to the Designated Specialty Pharmacy(ies) including pre-addressed postage paid Specialty Pharmacy Program envelopes. The Contractor must send a Specialty Pharmacy Program letter to Claimants who have received a First Fill of a Specialty

Drug/Medication through a Network Pharmacy. The letters must be sent within thirty (30) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication.

6.11.2a(12) Maintaining a comprehensive system for the Contractor's staff to utilize to track all Claimant inquiries including, but not limited to; Program benefits, refills, order and claim status, Preferred Drug List inquiries and Specialty Pharmacy Process complaints. The system shall include call type, customer service actions and resolutions.

6.11.2a(13) Having a system in place to track all Prescriptions received for processing through the Specialty Pharmacy Process from the date the Prescription is received to the date the Prescription is shipped. The Contractor must also be able to track fill accuracy rates.

6.11.2a(14) Maintaining a process to collect information from individuals necessary to ensure claimant safety. The process should collect such information as drug allergies, chronic medical conditions, and other medications taken on a regular basis.

6.11.2a(15) Ensuring that the Designated Specialty Pharmacy(ies) have efficient procedures regarding inventory management including, but not limited to, backorders, inventories of high demand drugs, supplies of difficult to obtain drugs, back-up supplier contracts, etc.

6.11.2a(16) Providing notification to Claimants as soon as possible for out of stock items, partial fill orders, and changes to Prescriptions (e.g., dosing or method of administration). In out of stock situations, the Contractor must have a system in place to ensure that Prescriptions are filled in the most efficient manner whether it be through an alternate facility(ies) or obtaining a re-stock from a supplier. The Contractor must contact the Claimant's Physician, if necessary, to offer alternative medications or offer to return the Prescription. If the Physician authorizes use of an alternative medication, a letter

notifying the Claimant of the change must be sent to the Claimant before the medication is shipped or must accompany the Prescription.

6.11.2a(17) Promptly notifying the FUND of nationwide out of stock issues, including information from the manufacturer or wholesaler regarding the anticipated date that the drug will resume shipment.

6.11.2a(18) Having back-up Designated Specialty Pharmacies to handle any overflow and/or situations where the primary Specialty Program facility is unavailable.

6.11.2a(19) Recommending newly launched Specialty Drugs/Medications for inclusion in the Specialty Pharmacy Program based on the established criteria/definition of Specialty Drug/Medications, in a format to be approved by the FUND. Prior to inclusion in the NYSIF Program, or if not accepted by the FUND to be included in the NYSIF Program, the Contractor must bill the NYSIF Program for these Prescriptions consistent with the Contractor's contracted discount off of AWP at the dispensing Network Pharmacies or the Guaranteed Discount at the Mail Service Pharmacy Process, based on where each Prescription was actually dispensed. Inclusion of new Specialty Drugs/Medications shall have a cost-neutral or positive financial impact on the NYSIF Program, and in no case shall the Ingredient Cost of a newly added Specialty Drug/Medication charged to the Program exceed the Guaranteed Discount on Specialty Pharmacy Drugs.

6.12.0 <u>Claims Processing</u>

6.12.1 The Contractor must provide all aspects of claims processing. Such responsibility shall include but not be limited to:

6.12.1a Verifying that the NYSIF Program's benefit design has been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;

6.12.1b Accurate and timely processing of all claims submitted under the NYSIF Program in accordance with the FUND requirements at the time the claim was incurred as specified to the Contractor by the FUND;

6.12.1c Charging the NYSIF Program consistent with the Contractor's proposed pricing quotes;

6.12.1d Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered expenses only, utilizing all edits as proposed and approved by the FUND. The Contractor shall utilize refill too soon edits and duplication of therapy edits for all claims unless exceptions are specifically approved in advance by the FUND. The Contractor's system must ensure that refilling Prescriptions prior to use of the minimum prescribed Days supply does not result in over dispensing;

6.12.1e Managing Preferred Drug List placement of drugs consistent with the NYSIF Program design;

6.12.1f Maintaining claims histories for 24 months online and archiving older claim histories for up to 6 years with procedures to easily retrieve and load claim records;

6.12.1g Maintaining the security of the claim files and ensuring HIPAA compliance;

6.12.1h Reversing all attributes of claim records, e.g. AWP, quantity, Days supply, etc., processed in error ~~or due to fraud~~ including the reversal of any Claim Administration Fee associated with the original claim and crediting the NYSIF Program for all costs associated with the claim processed in error ~~or due to fraud~~ including but not limited to the Claim Administration Fee; and

6.12.1i Agreeing that all claims data is the property of the State. The Contractor cannot share, sell, release, or make the data available to third parties in any manner without the prior consent of the FUND. The FUND understands that the selected Contractor will be required to share certain claims data with pharmaceutical manufacturers for purposes of obtaining for the NYSIF

Program all Pharma Revenue due it under the Agreement. The Contractor shall inform the FUND of the types of data being shared for these specific authorized purposes.

6.12.2 Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;

6.12.3 Maintaining a claims processing system capable of integrating and enforcing the various utilization review components of the NYSIF Program, including, but not limited to: Mandatory Generic Substitution, Prior Authorization, messaging capability in the current NCPDP format and a concurrent DUR program to aid the Pharmacist at the point of sale;

6.12.4 Maintaining an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the NYSIF Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the generic at the Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Retail Pharmacy Network, the NYSIF Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized generic in stock, mandatory generic substitution provisions will not apply and the Claimant shall receive the Brand Drug and the Program charged based on generic pricing. The NYSIF Program shall reject claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code with appropriate messaging and requires resubmission of the claim since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy. The NYSIF Program logic for the Pharmacy Submitted DAW codes is listed below:

Pharmacy Submitted DAW	Pricing
0	Brand
1	Generic
2	Generic
3	Generic
4	Generic

5	Generic
6	Generic
7	Brand
8	Generic
9	Generic

6.12.5 Maintaining a claims processing system capable of ensuring that claims are consistently processed with the appropriate brand name/generic/compound classification in accordance with the requirements set forth in Article XI: "NYSIF Program Claims Reimbursement" of this Agreement.

6.12.6 Maintaining a Program specific MAC List for Pharmacies;

6.12.7 Processing Non-Network Pharmacy claims submitted to the Contractor in accordance with Chapter V of title 12 NYCRR, as follows:

6.12.7a Brand Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a 12% discount off of AWP, plus a $4 Dispensing Fee.;

6.12.7b Generic Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a 20% discount off of AWP, plus a $5 Dispensing Fee;

6.12.8 Processing all manually submitted claims including but not limited to, out of network claims, and in-network manual claims, in accordance to the Contractor's proposed Claims Adjudication Guarantee;

6.12.9 Analyzing and monitoring claim submissions to promptly identify errors, fraud and abuse and reporting to the FUND such information in a timely fashion in accordance with a FUND approved process The NYSIF Program shall be charged only for accurate (i.e., the correct dollar amount) claims payments of covered expenses. The NYSIF Program will be charged a Claims Administration Fee only for Final Paid Claims. The Contractor will credit the NYSIF Program the amount of any overpayment regardless of whether any overpayments are recovered from the Pharmacy and/or

Claimant in instances where a claim is paid in error due to Contractor error, or due to fraud or abuse. The Contractor shall report fraud and abuse to the appropriate authorities. In cases of overpayments resulting from errors only found to be the responsibility of the FUND, the Contractor shall use reasonable efforts to recover any overpayments and credit 100% of any recoveries to the NYSIF Program upon receipt; however the Contractor, is not responsible to credit amounts that are not recovered;

6.12.10 Establishing a process where Pharmacies can verify eligibility of Claimants during Call Center Hours;

6.12.11 Requiring network pharmacies to submit to the Contractor for each drug dispensed the Pharmacy's Submitted Cost to ensure that the NYSIF Program is charged according to the NYSIF Program's Lesser of Logic; and,

6.12.12 Having a process in place (fully staffed with ample telephone trunks) available 24 hours a Day, seven Days a week where a Pharmacist can call to quickly resolve point of service issues.

6.13.0 Utilization Management

6.13.1 Mandatory Generic Substitution at Retail and Mail

To ensure strict adherence to the NYSIF Program's Mandatory Generic Substitution Requirement and protect the financial interests of the NYSIF Program, the Contractor is required to:

6.13.1a Unless otherwise directed by the FUND, apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The NYSIF Program's mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic

Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

6.13.1b Monitor the pharmaceutical industry on behalf of the FUND to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Contractor shall inform the FUND of anticipated shipping dates of the first Generic Drug introduced into the market for one or more strengths of a particular Brand Drug.

6.13.1c Charge the NYSIF Program based on the NYSIF Program MAC List price assigned to the GCN of the dispensed Brand Drug subject to the NYSIF Program's Lesser of Logic plus the applicable dispensing fee as set forth within Article XI, "NYSIF Program Claims Reimbursement," of this Agreement.

6.13.1d Promptly notify and receive FUND prior written approval for any and all exceptions to the NYSIF Program's mandatory substitution provisions. Following commencement of mandatory generic substitution, the Contractor must receive FUND written approval prior to suspending enforcement of the NYSIF Program's mandatory generic substitution provisions.

6.13.1e Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the NYSIF Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the NYSIF Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Claimant shall receive the Brand Drug and the NYSIF Program charged based on Generic Drug pricing. The Contractor's claims processing system must reject, with appropriate messaging, claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code requiring resubmission of the claim (since a DAW-0 code provides no indication of

Generic Drug availability in the Pharmacy). Similar rules can be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the NYSIF Program's mandatory generic substitution requirements.

6.13.1f Immediately notify the FUND of changes (from brand to generic or generic to brand) in the NDC classification submitted by the Contractor, subject to the NYSIF Program's definitions of Brand and Generic Drugs contained in Article I of the Agreement.

6.14.0 Clinical Management/Drug Utilization Review (DUR)

6.14.1 To ensure that the resources available to the NYSIF Program are utilized for appropriate, Medically Necessary Drug therapy, the Contractor is required to administer a prior authorization program which includes, at a minimum:

6.14.1a A Prior Authorization Program for high cost Prescription drugs that are prescribed for very specific medical indications. Only medications that have been identified by the Contractor as appropriate for Prior Authorization and reviewed by the FUND shall be included in the Prior Authorization Program. The Prior Authorization Program also subjects specific drugs in certain categories to clinical criteria before benefits are authorized for payment including but not limited to: anti-obesity agents; topical tretinoin; antifungal agents; Hepatitis C agents; Hepatitis B agents for interferon use; select Osteoporosis agents; Respiratory Syncytial Virus (RSV) Therapy agents, select stimulant agent; Multiple Sclerosis agents; Low Molecular Weight Heparin agents; Growth Hormones; Cancer; Pain/Arthritis; Phychosis agents and, Pulmonary Arterial Hypertension agents. Only medications that have been identified as appropriate for the Prior Authorization Program by the Contractor and reviewed by the FUND shall be included in the Prior Authorization Program;

6.14.1b Monitoring market changes and recommending deletions or additions to the list of drugs requiring Prior Authorization on an ongoing basis which must be reviewed by the FUND prior to implementation of any changes to the list of medications;

6.14.1c Promptly loading approved prior authorization received by the NSIF Program into the claims processing system.

6.14.1d Loading one or more files of Prior Authorization approved-through dates from the incumbent contractor, prior to the January 1, 2014 implementation date, once an acceptable file is received.

6.14.2 **<u>Concurrent Drug Utilization Review (DUR)</u>**

To safeguard claimant health and ensure adherance with the NYSIF Program's benefit design, the Contractor must administer a concurrent DUR program which includes at a minimum:

6.14.2a A point of service system at all Retail Pharmacy Network locations, Mail Service Pharmacy Process Facilities and Specialty Pharmacies which is continually updated with the latest patient safety edits with the capacity to "message" Pharmacists related to safety issues prior to the dispensing of the Prescription drug; and

6.14.2b A fully integrated point of service system capable of enforcing the NYSIF Program's benefit design features.

6.14.3 **<u>Physician Education</u>**

6.14.3a Subject to FUND review and approval, the Contractor must undertake a Physician education program involving communications with prescribing Physicians which includes at a minimum:

6.14.3a(1) Analysis of Physician's drug or condition specific prescribing patterns;

6.14.3a(2) Educating Physicians about the clinical and economic aspects of their prescribing decisions. Any communication with Physicians prescribing medications for Claimants shall make the Physician aware of the distribution channel most cost effective to the NYSIF Program;

6.14.3a(3) Reporting the results of its Physician Education initiatives to the FUND on a quarterly basis in a mutually agreed upon format; and

6.14.3a(4) The Physician Education Program may not be funded by pharmaceutical manufacturers.

6.14.4 <u>Patient Education</u>

6.14.4a Subject to FUND review and approval, the Contractor must develop and implement a Patient Education program consisting of communications to patients which:

6.14.4a(1) Analyzes drug utilization from a clinical standpoint to identify and facilitate communication with Claimants that have chronic diseases to maximize health benefits of drug treatment;

6.14.4a(2) Analyzes drug utilization to identify and facilitate communication with Claimants not managing their drug utilization in the most cost effective manner for the Claimant; and

6.14.4a(3) Reports the results of its patient education initiatives to the FUND on a quarterly basis in a mutually agreed upon format.

6.14.4b The Patient Education Program may not be funded by pharmaceutical manufacturers.

6.15.0 <u>Preferred Drug List Development and Management</u>

The Contractor must provide PDL development and management services for the NYSIF Program. Such responsibility shall include but not be limited to:

6.15.1 Creating and maintaining a formulary that is tailored to NYSIF specifications, including the categorization of drugs, e.g. drugs requiring prior authorization, covered drugs dispensed not requiring prior authorization;

6.15.2 Providing NYSIF with a list of therapeutic categories routinely excluded from coverage;

6.15.3 Agreeing that the Contractor does not and will not accept payments from drug companies to promote specific products;

6.15.4 Notifying NYSIF a minimum of three weeks prior to any additions, deletions and modifications to the existing formulary and whether or not the affected drugs are covered or require prior authorization;

6.15.5 Notifying NYSIF a minimum of three weeks prior to the inclusion of new drugs in the formulary and specify whether or not the drugs are covered or require prior authorization; and

6.15.6 Providing NYSIF with an electronic file of all formulary drugs including dosages, NDC numbers, GCN and GC3 codes. The frequency of this file submission will be determined by NYSIF and will be provided upon vendor selection.

ARTICLE VII: PERFORMANCE GUARANTEES

The Parties agree that the following guarantees and the corresponding credit amounts for failure to meet the Contractor Performance Guarantees shall be implemented effective January 1, 2014. The Contractor acknowledges and agrees that failure to perform the Program Services features in such a manner which either meets or exceeds any, and/or all of the Contractor Performance Guarantee(s) as set forth in this Article, and/or fails to make any payment(s) of any such credit amounts for such failure to meet any Performance Guarantee(s) does not relieve the Contractor of the performance of the activities, duties, and obligations as otherwise set forth in the Agreement. Credit amounts are cumulative. Amounts due from the Contractor to the FUND for failure to perform and audit credit amounts, as determined pursuant to Article XIV of this Agreement, shall be made in such amounts as determined by the FUND to be final. Upon such determination, the FUND shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against the monthly Claims Administration Fee in accordance with Article XIV of this Agreement within thirty (30) Days of receiving such notification by the FUND. These amounts must also be applied as a credit against the Claim Administration Fee reported in the Annual Financial Report.

7.1.0 Implementation and Start-up Guarantees and Credit Amount

7.1.1 ***Guarantee:*** The Contractor guarantees that all Implementation and Start-up activities will be completed no later than December 31, 2013 so that, effective January 1, 2014, the Contractor can assume full operational responsibility for the NYSIF Program. For the purpose of this guarantee, the Contractor must, on January 1, 2014, have in place and operational:

7.1.1a a contracted Retail Pharmacy Network that meets the access standards set forth in Section 7.4.0 of this Agreement. Additionally, in order to meet the Contractor's implementation guarantee, the network implemented on January 1, 2014 must include all chain pharmacies with more than 20 locations and all groups of 20 or more independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, as identified in the Contractor's Proposed Retail Pharmacy Network File, to the extent the subject chains and/or independent Pharmacy groups continue in operation on and after January 1, 2014.

The NYSIF Program requires that all chain pharmacies with less than 20 locations, groups of less than 20 independent pharmacies utilizing the same third party organization to collectively negotiate network participation agreements, and all independent pharmacies, as identified in the Contractor's Proposed Retail Pharmacy Network File, included in the Contractor's Retail Pharmacy Network implemented on January 1, 2014. Acceptable reasons for non-participation of independents, smaller chains or groups of individual pharmacies contracting collectively on January 1, 2014 include, and are limited to: a Pharmacy's violation of state and/or federal laws; a Pharmacy's failure to meet the Contractor's credentialing criteria; or a Pharmacy's failure to fulfill its contractual obligations and no remedy can be achieved. On January 1, 2014, the Retail Pharmacy Network must meet all requirements set forth in Section 6.9.0 of this Agreement and be available to fill Enrollee Prescriptions for all Covered Drugs including Specialty Drugs/Medications(for those claimants that don't participate in the Specialty Pharmacy Program);

7.1.1b A fully operational Mail Service Pharmacy Process utilizing facilities as necessary to ensure that Claimants have access to all Covered Drugs, including

Specialty Drugs/ Medications (for those groups that don't participate in the Specialty Pharmacy Program) as set forth in Section 6.10.0 of this Agreement. The Contractor must have a plan in place to facilitate the transfer of Prescription information, including open refills and prior authorizations from the previous program administrator and outline the procedures they will utilize to assure a smooth mail service transition for claimants;

7.1.1c A fully operational Specialty Pharmacy Program utilizing facilities as necessary to ensure that Claimants have access to all covered Specialty Drugs/Medications as set forth in Section 6.11.2 of this Agreement. The Contractor must have a plan in place to facilitate the transfer of specialty Prescription information, including open refills and prior authorizations, from the previous provider of service and outline the procedures that will be utilized to assure a smooth Specialty Pharmacy Program transition for affected claimants;

7.1.1d A fully operational call center providing all aspects of customer support and services as set forth in Section 6.4.0 of this Agreement;

7.1.1e An on-line claims processing system that applies FUND approved edits and point of service edits, including drug utilization review edits, as set forth in Section 6.12.0 of this Agreement;

7.1.1f An on-line claims processing system with real time access to the most updated, accurate enrollment and eligibility data provided by the FUND to correctly pay claims for eligible Claimants consistent with NYSFI Program benefit design and contractual obligations; and

7.1.2 ***Credit Amount:*** The Contractor's quoted percent to be credited for each day that all Implementation and Start-Up requirements are not met is (TBD percent (TBD%) of the 2014 Claims Administration Fee (prorated on a daily basis).

7.2.0 <u>Enrollment Management Guarantee and Credit Amount</u>

7.2.1 ***Guarantee:*** The Contractor guarantees that one hundred percent (100%) of all NYSIF Program enrollment records that meet the quality standards for loading will be loaded

into the Contractor's enrollment system within twelve (12) hours of release by the FUND.

7.2.2 ***Credit Amount*****:** For each 24 hour period beyond twelve (12) hours from the release by the FUND that one hundred percent (100%) of the NYSIF Program enrollment records that meet the quality standards for loading is not loaded into the Contractor's enrollment system, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD).

7.3.0 **<u>Management Reports and Claim Files Guarantee and Credit Amount</u>**

7.3.1 ***Guarantee:*** For each management report or claim file listed in Article XV of this Agreement, the Contractor guarantees that accurate management reports and claims files shall be delivered to the FUND no later than their respective due dates inclusive of the date of receipt.

7.3.2 ***Credit Amount*****:** For each management report or claim file listed in Article XV of this Agreement that is not received by its respective due date, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) per report per each Business Day between the due date and the date the management report or claims file is received by the FUND inclusive of the date of receipt.

7.4.0 **<u>Retail Pharmacy Network Access Guarantee and Credit Amount</u>**

7.4.1 ***Guarantee:*** The Contractor guarantees that effective January 1, 2014 and throughout the term of the Agreement:

7.4.1a At least ninety percent (90%) of Claimants in urban areas will have access to a Network Pharmacy. The minimum access guarantee for Claimants in urban areas is at least one (1) Network Pharmacy within two (2) miles of an Claimant's home;

7.4.1b At least ninety percent (90%) of Claimants in suburban areas will have access to a Network Pharmacy. The minimum access guarantee for Claimants in suburban areas is at least one (1) Network Pharmacy within five (5) miles of an Claimant's home; and

7.4.1c At least seventy percent (70%) of Claimants in rural areas will have access to a Network Pharmacy. The minimum access guarantee for Claimants in rural areas is at least one (1) Network Pharmacy within fifteen (15) miles of a Claimant's home.

7.4.2 ***Credit Amount:***

7.4.2a The Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee for any quarter in which the Network Pharmacy Access for Urban Areas Guarantee is not met by the Contractor.

7.4.2b The Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the ninety percent (90%) minimum access guarantee for any quarter in which the Network Pharmacy Access for Suburban Areas Guarantee is not met by the Contractor.

7.4.2c The Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) for each .01 to 1.0% below the seventy percent (70%) access guarantee for any quarter in which the Network Pharmacy Access for Rural Areas Guarantee is not met by the Contractor.

7.4.3 Measurement of compliance with each access guarantee in Section 7.4 of this Agreement will be based on a "snapshot" of the Retail Pharmacy Network taken on the last Day of each quarter within the current Plan Year. The results must be provided in the format contained in Exhibit I.Y4 of the RFP. The report is due thirty (30) Days after the end of the quarter.

7.5.0 **Turnaround Time for Claims Adjudication Guarantee and Credit Amount**

7.5.1 ***Guarantee:*** The Contractor guarantees that at least ninety-nine and five-tenths percent (99.5%) of submitted claims that require no additional information in order to be properly adjudicated that are received by the Contractor shall be turned around within ten (10) Business Days from the date the claim is received in the FUND's designated post office box to the date the Explanation of Benefits is received by the mailing agent.

7.5.2 ***Credit Amount:*** For each .01 to .25% of Enrollee-submitted claims that require no additional information in order to be properly adjudicated that are received by the Contractor and not turned around within ten (10) Business Days from the date the claim is received in the Contractor's NYSIF designated post office box to the date the Explanation of Benefits is received by the mailing agent, below the standard of ninety-nine and five-tenths percent (99.5%), as calculated on a quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD).

7.6.0 Turnaround Time for Mail Service Prescriptions Guarantee and Credit Amount

7.6.1 ***Guarantee:*** The Contractor guarantees that at least ninety-five percent (95%) of all non-intervention mail service Prescriptions will be turned around in two (2) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription order received on Monday, January 6, 2014, by the mail service Pharmacy, must be received by the mailing agent no later than Thursday, January 9, 2014s;

7.6.2 ***Credit Amount:*** For each .01 to 1.0% below ninety-five percent (95%) percent of all non-intervention mail service Prescriptions not turned around within two (2) Business Days, calculated on a quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD).

7.6.3 ***Guarantee*****:** The Contractor guarantees that at least ninety-five percent (95%) of all intervention mail service Prescriptions shall be turned around in five (5) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the date the Prescription is received by the mail service Pharmacy to the date the Prescription is received by the mailing agent. For example, a Prescription order received on Monday, January 6, 2014 by the Mail Service Pharmacy must be received by the mailing agent no later than Tuesday, January 14, 2014.

7.6.4 ***Credit Amount:*** For each .01 to 1.0% below ninety-five percent (95%) of all intervention mail service Prescription not turned around within five (5) Business Days, calculated on a

quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD).

7.7.0 <u>Program Call Center Telephone Guarantees and Credit Amounts</u>

7.7.1 ***Guarantees:***

7.7.1a ***Call Center Availability*****:** The NYSIF Program's service level standard requires that the Contractor's telephone line will be operational and available to Claimants and pharmacies at least ninety-nine and five-tenths percent (99.5%) of the Contractor's Call Center Hours. The Call Center availability shall be reported monthly and calculated quarterly;

7.7.1b ***Call Center Telephone Response Time:*** The NYSIF Program's service level standard requires that at least ninety percent (90%) of the incoming calls to the Contractor's telephone line will be answered by a customer service representative within sixty (60) seconds. Response time is defined as the time it takes incoming calls to the Contractor's telephone line to be answered by a customer service representative. The telephone Call Center response time shall be reported monthly and calculated quarterly;

7.7.1c ***Telephone Abandonment Rate*****:** The NYSIF Program's service level standard requires that the percentage of incoming calls to the Contractor's telephone line in which the caller disconnects prior to the call being answered by a customer service representative will not exceed three percent (3%). The telephone abandonment rate shall be reported monthly and calculated quarterly; and

7.7.1d ***Telephone Blockage Rate*****:** The NYSIF Program's service level standard requires that not more than three percent (3%) of incoming calls to the customer service telephone line will be blocked by a busy signal. The telephone blockage rate shall be reported monthly and calculated quarterly.

7.7.2 ***Credit Amounts:***

7.7.2a ***Call Center Availability*****:** For each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) that the Contractor's telephone line is not

operational and available to Claimants and Pharmacies during the Contractor's Call Center Hours calculated on a quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) per quarter;

7.7.2b ***Call Center Telephone Response Time*****:** For each .01 to 1.0% of incoming calls to the Contractor's telephone line below the standard of ninety percent (90%) that is not answered by a customer service representative within sixty (60) seconds, calculated on a quarterly basis, the Contractor shall credit against the NYSIF's Program's Claims Administration Fee the amount of $(TBD) per quarter;

7.7.2c ***Telephone Abandonment Rate*****:** For each .01 to 1.0% of incoming calls to the Contractor's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of three percent (3%) calculated on a quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) per quarter; and

7.7.2d ***Telephone Blockage Rate*****:** For each .01 to 1.0% of incoming calls to the Contractor's telephone line that is blocked by a busy signal, in excess of three percent (3%), calculated on a quarterly basis, the Contractor shall credit against the NYSIF Program's Claims Administration Fee the amount of $(TBD) per quarter.

7.8.0 Program Claims Processing System Availability Guarantee and Credit Amount

7.8.1 ***Guarantee:*** The Contractor guarantees that the NYSIF Program's online claims processing system be available at least ninety-nine and five-tenths percent (99.5%) of the time excluding periods of scheduled down time which shall be reported in advance to the FUND and kept to a minimum, based on a 24 hours a Day, 7 Days a week availability.

7.8.2 ***Credit Amount:*** For each .01 to .25% below the standard of ninety-nine and five-tenths percent (99.5%) that the Contractor's online claims processing system for the NYSIF Program, based on a 24 hours a Day, 7 Days a week availability, excluding periods of scheduled down time, which shall be reported in advance to the FUND and kept to a minimum, is not available, as calculated on a quarterly basis, the Contractor shall credit

against the NYSIF Program's Claims Administration Fee the amount of $(TBD) per each quarter.

ARTICLE VIII: MODIFICATION OF PROGRAM SERVICES

8.1.0 In the event that laws or regulations enacted by the Federal government and/or the State of New York have an impact upon the conduct of this Agreement in such a manner that the FUND determines that any design elements or requirements of the Agreement must be revised, the FUND shall notify the Contractor of any such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.

8.2.0 In the event the FUND requires changes in Program design elements or requirements of the Agreement, the FUND shall notify the Contractor of such changes and shall provide the Contractor with reasonable notice to implement such changes.

8.3.0 To the extent that any of the events as set forth in this Article shall take place and constitute a material and substantial change in the delivery of services that are contemplated in accordance with the terms of the NYSIF Program as of the Effective Date and which the Contractor is required to perform or deliver under the Agreement, the Contractor may submit a written request to the FUND to initiate review of the fee(s) received by the Contractor for services provided and guarantees made by the Contractor under the terms of the Agreement, accompanied by appropriate documentation. The FUND reserves the right to request, and the Contractor shall agree to provide additional information and documentation the FUND deems necessary to verify that an increase in the fee(s), or modification of the guarantees is warranted. The FUND will agree to modify the fee(s) to the extent necessary to compensate the Contractor for documented additional costs determined by the FUND to be reasonable and necessary. The FUND will agree to modify guarantees as determined by the FUND to be necessary to reflect NYSIF Program modifications. Should the FUND approve the Contractor's request to modify the fee(s) and/or guarantees, such approval shall be subject to written amendment and approval by OSC and the AGSC. The Contractor shall implement changes as required by the FUND with or without final resolution of any fee proposal.

8.4.0 Any changes made by DCS to the scope of its contract with the Contractor for Prescription Drug Program Services after execution of this Agreement, including but not limited to the request to

include any individual independent Network Pharmacy(ies), shall have no impact on this Agreement or cost thereunder, unless the change is agreed to by NYSIF.

ARTICLE IX: ENROLLMENT INFORMATION AND RECORDS

9.1.0 The Contractor shall maintain records from which may be determined at all times the names of all Claimants insured hereunder and the benefits in force for each such Claimant, together with the date when any insurance became effective and the effective date of any change in benefits.

9.2.0 The FUND shall transmit enrollment information provided by the Claimant to the Contractor for the NYSIF Program in an electronic format consistent with Section 6.6.2 of this Agreement. The eligibility rules and the enrollment reports generated as a result of these eligibility rules shall be the sole means of determining valid enrollment for benefits under the NYSIF Program.

9.3.0 The FUND and the Claimants shall furnish to the Contractor all information that the Contractor may reasonably require with regard to any matters pertaining to the enrollment of Claimants under this Agreement. A person will not be entitled to or deprived of benefits under the Agreement due to clerical errors.

9.4.0 The FUND agrees to provide the Contractor with reasonable access to records of the FUND which may have a bearing on the benefits provided by the Contractor or calculation of the Contractor's Claims Administration Fee as set forth under Article XIV of this Agreement.

ARTICLE X: DATA SHARING AND OWNERSHIP

10.1.0 All claims and other data related to the NYISF Program is the property of the State. Upon the request of the FUND, the Contractor shall share appropriate claims data with FUND consultants. Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Claimant, the Contractor shall not share, sell, release, or make the data available to third parties in any manner without the prior consent of the FUND. The FUND understands that the Contractor is required to share certain claims data with pharmaceutical manufacturers for purposes of obtaining for the NYSIF Program all Pharma Revenue due it under the Agreement. The

Contractor shall inform the FUND of the types of data being shared for these specific authorized purposes.

ARTICLE XI: NYSIF PROGRAM CLAIMS REIMBURSEMENT

The Program shall be charged for dispensed drugs consistent with the provisions of this Article.

11.1.0 General Provisions

11.1.1 All discounts and dispensing fees for Brand, Generic Drugs and Specialty Drugs/Medications must be guaranteed for the entire term of this Agreement without qualification or condition. In addition, the Contractor's Compound Drug pricing methodology set forth in Article XI of this Agreement must be guaranteed for the entire term of this Agreement without qualification or condition.

11.2.0 Average Wholesale Price (AWP) Source and Brand, Generic Drug, and Compound Drug Classification

The pricing formulas set forth in this Article are based on the classification of drugs as either Brand Drugs, Generic Drugs, or Compounded Drugs.

11.2.1 Throughout the term of the Agreement, the Contractor shall utilize (to be determined from the Contractor's Proposal) as the source of Average Wholesale Price (AWP) information for purposes of calculating Ingredient Cost unless the parties mutually agree in writing to use a different source for AWP information. The AWP used for pricing purposes during claim adjudication should be the AWP in effect on the date the drug was filled.

11.2.2 During the term of the Agreement, in the event the national reporting service (as identified by the Contractor in its Proposal) changes its methodology related to any of the information fields used in the FUND's classification of Brand and Generic Drugs, or its methodology for coding drugs in connection with these information fields, the Contractor is obligated to inform the FUND in writing of such changes within 30 Days of learning of such changes. Upon written notification, the Parties will meet and agree in writing to any Brand and/or

Generic Drug classification changes that may be necessary to enable the Parties to maintain the same economic position and obligations as are set forth in the Agreement.

11.2.3 Notwithstanding any other provision of the Agreement to the contrary, if, during the term of this Agreement, industry events have caused the Contractor's source of AWP to become obsolete or no longer available, the FUND and the Contractor shall agree on revised pricing terms. In no event shall the NYSIF Program's actual costs for drugs increase as the result of new pricing terms. The Contractor shall notify the FUND in writing as soon as any information indicating a problem with the future use of the Contractor's AWP source is received. Within two weeks of the initial notification, the Contractor shall submit a written detailed proposal to NYSIF for effectively revising pricing terms including but not limited to a file containing the Contractor's pricing for all drugs dispensed during the prior six months utilizing the current AWP source and the Contractor's revised pricing for such drugs using the proposed methodology. The Contractor's proposal should ensure continued alignment of the Contractor's interests with those of the NYSIF Program. Final determination of the revised pricing terms will be made by the FUND.

11.2.4 ***Classification Methodology General***

11.2.4a Drugs shall be classified for pricing purposes under this Agreement in accordance with the FUND classification determinations based on the definitions contained in Article I of this Agreement. No later than November 15th of each NYSIF Program year, the Contractor shall submit for FUND written approval a file containing all NDCs dispensed through the NYSIF Program during the prior year and the classification of each NDC derived from application of the Contractor's electronic classification process. To the extent the Contractor's electronic process results in classifications inconsistent with NYSIF determinations, the Contractor commits to modify its classification methodology to replicate the results of the FUND's determination, including the steps set forth in Section 11.2.4b below. The FUND's determination shall be final.

11.2.4b To the extent the electronic process fails to comprehensively replicate drug classifications specified by the NYSIF Program in Exhibit B, the Requests for

Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement consistent with the definitions of Brand and Generic Drugs set forth in Sections 1.3.0 and 1.29.0 of this Agreement, the Contractor agrees to modify to the extent possible its electronic processing system before January 1, 2014, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process from a cost basis to the NYSIF Program is in accordance with the FUND's determination of classification.

11.2.4c The Contractor shall conduct a year-end reconciliation each NYSIF Program Year to ensure that the claim amount charged to the NYSIF Program is in accordance with the definition of Brand and Generic Drugs set forth in Sections 1.3.0 and 1.29.0 of this Agreement. The reconciliation will include claims paid during the Plan Year and is to be completed by February 15th of the following year. If the FUND's review of the Contractor's reconciliation indicates an adjustment is required, then the FUND reserves the right to make an adjustment to the Contractor's submitted reconciliation. The Contractor shall credit or debit the Plan as applicable no later than 30 Days following the date of reconciliation.

11.3.0 Brand Drug Determination Methodology

11.3.1 The classification of a drug as a Brand Drug for the purpose of applying the appropriate pricing formula shall be based on the definition of the Brand Drug set forth in Section 1.3.0. The Contractor shall utilize an electronic process for claims processing using [Source to be determined by Contractor's Proposal] indicators to determine classification with the results subject to the review and approval of the FUND for consistency with Section 1.3.0 prior to commencement of the contract on January 1, 2014. The Contractor agrees that the FUND's determination shall be final.

11.3.2 To the extent the electronic process fails to comprehensively replicate drug classifications proposed by the NYSIF Program in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee

Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement consistent with the definition of Brand Drug set forth in Section 1.3.0 of this Agreement, the Contractor agrees to modify its electronic processing system before January 1, 2014, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process to the NYSIF Program is in accordance with the correct classification.

11.3.3 To the extent the Contractor cannot process claims consistent with the FUND's Brand Drug determinations, the reconciliation process set forth in Section 11.2.4c above will be performed.

11.4.0 Generic Drug Determination Methodology

11.4.1 The classification of a drug as a Generic Drug for the purpose of applying the appropriate pricing formula shall be based on the definition of Generic Drug set forth in Section 1.29.0 of this Agreement. The Contractor shall utilize an electronic process using [Source to be determined by Contractor's Proposal] indicators to establish classification with the results subject to the review and approval of the FUND prior to commencement of the contract on January 1, 2014. The Contractor agrees that the FUND's determination shall be final.

11.4.2 To the extent the electronic process fails to comprehensively replicate the drug classification proposed by the Program in Exhibit B, the Requests for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and the New York State Insurance Fund Workers' Compensation Prescription Drug Programs," of this Agreement consistent with the definition set forth in 1.27.0 of this Agreement, the Contractor agrees to modify its electronic processing system before January 1, 2014, including setting appropriate Copayment levels as required, and to undertake all other necessary manual steps to ensure that the result of the prescription processing process to the NYSIF Program is in accordance with the correct classification.

11.4.3 To the extent the Contractor cannot process claims consistent with the FUND's Generic Drug determinations, the reconciliation process set forth in Section 11.2.4c above will be performed.

11.5.0 Compound Drug Determination Methodology

The Contractor shall implement a process to review Compound claim submissions for compliance with the contracted definition. The classification of a drug as a Compound Drug for the purpose of applying the appropriate pricing formula shall be based on the definition of Compound Drug set forth in Section 1.9.0 of this Agreement.

11.6.0 Program's Lesser of Logic

The NYSIF Program's Lesser of Logic applies to all claims processed under the NYSIF Program. Retail Generic Prescriptions assigned a MAC price shall be charged to the NYSIF Program at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary); the AWP discount contracted with the Network Pharmacy plus dispensing fee; or the Maximum Allowable Cost plus dispensing fee. Retail Brand Prescriptions and Generic Prescriptions that are not assigned a MAC price shall be charged to the NYSIF Program at the following Lesser of Logic: the lowest of the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); the Discounted Ingredient Cost contracted with Network Pharmacy plus dispensing fee; or the Pharmacy-submitted Ingredient Cost plus dispensing fee. Mail Service Pharmacy Generic Prescriptions shall be charged to the NYSIF Program at the following Lesser of Logic: The lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary; the Minimum Guaranteed Discounted Ingredient Cost for Brand Drugs off of AWP plus dispensing fee; the Maximum Allowable Cost plus dispensing fee; or the WCB Fee Schedule. Mail Service Pharmacy Brand and Specialty Pharmacy Brand and Generic Prescriptions shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); the Guaranteed Discounted Ingredient Cost off of AWP plus dispensing fee; or the WCB Fee Schedule. Once the Lesser of Logic has been applied, the pricing methodology resulting in the lowest claim cost to the NYSIF Program is determined, and to that amount any applicable sales tax is added.

11.7.0 Mandatory Generic Substitution at Retail and Mail

The Contractor shall:

11.7.1 Apply mandatory generic substitution to all specific NDC's of Brand Drugs for which there is an FDA approved A-rated Generic Drug (including but not limited to, Generic Drugs rated AA, AB, AN, AO, AT, etc) or an authorized Generic Drug as permissible by NYS law. Network Pharmacies shall comply with all state laws related to mandatory generic substitution. The Contractor shall apply mandatory generic substitution to all specific NDC's (inactive or active) of Brand Drugs. The NYSIF Program's mandatory generic substitution provisions shall apply to any claim where the A-rated or authorized Generic Drug is required or permitted to be substituted under state law. Mandatory generic substitution provisions will not apply to B-rated or unrated Generic Drugs or in the unlikely event that state law prohibits dispensing of the A-rated or authorized Generic Drug.

11.7.2 Monitor the pharmaceutical industry on behalf of the FUND to identify Generic Drugs expected to enter the market. Prior to the actual introduction of the Generic Drug to market, the Contractor shall inform the FUND of anticipated shipping dates of the first Generic Drug introduced into the market for one or more strengths of a particular Brand Drug.

11.7.2a Charge the Program based on the NYSIF Program MAC List price assigned to the GCN of the dispensed Brand Drug subject to the NYSIF Program's Lesser of Logic set forth in Section 11.6.0 of this Agreement, plus the applicable dispensing fee as set forth in Section 11.8.3m of this Agreement.

11.7.2b Receive FUND written approval for any and all exceptions to the NYSIF Program's mandatory generic substitution provisions. Following commencement of mandatory generic substitution, the Contractor must receive FUND approval prior to suspending enforcement of the NYSIF Program's mandatory generic substitution provisions.

11.7.2c Maintain an electronic claims processing system capable of obtaining information from Network Pharmacies to ensure consistent enforcement of the NYSIF Program's mandatory generic substitution provisions. In particular, the claims processing system must be capable of capturing information concerning the availability of the Generic Drug at the Network Pharmacy submitting the

electronic claim. If a Generic Drug is available to be dispensed by the Network Pharmacy, the NYSIF Program's mandatory generic substitution rules shall be applied. If the Network Pharmacy does not have the A-rated or authorized Generic Drug in stock, mandatory generic substitution provisions will not apply and the Enrollee shall receive the Brand Drug and the NYSIF Program charged based on Generic Drug pricing. The Contractor's claims processing system must reject, with appropriate messaging, claims for Brand Drugs subject to mandatory generic substitution that are submitted with a DAW-0 code requiring resubmission of the claim (since a DAW-0 code provides no indication of Generic Drug availability in the Pharmacy). Similar rules shall be applied to other DAW submission codes as necessary to ensure consistent, accurate application of the NYSIF Program's mandatory generic substitution requirements. These rules are specified in Section 6.12.4 of this Agreement.

11.7.3 Immediately notify the FUND in writing of changes (from brand to generic or generic to brand) in the NDC classification submitted by the Contractor pursuant to Section 11.2.4a of this Agreement.

11.8.0 **<u>Retail Pharmacy Network Claims</u>**

11.8.1 The cost of all Covered Drugs dispensed at Network Pharmacies shall be charged to the NYSIF Program consistent with the requirements set forth in this section, including but not limited to application of the Lesser of Logic set forth in Section 11.6.0 of this Agreement. Under no circumstances may the Claimant be charged costs not specifically provided for under the NYSIF Program benefit design.

11.8.1a The Contractor shall ensure that the Network Pharmacy will charge the NYSIF Program the Discounted Ingredient Cost as determined through the application of the Lesser of Logic detailed in Section 11.6.0 of this Agreement plus the Contractor's applicable pharmacy contracted dispensing fee set forth in 11.11.3 for all drugs dispensed through a Network Pharmacy.

11.8.1b The Contractor shall administer a control process at point of service to protect the NYSIF Program from any inflated AWP costs associated with "repackaged" drugs charged to the NYSIF Program.

11.8.2 Retail Pharmacy Network Brand Drug Pricing

11.8.2a The Contractor shall charge the NYSIF Program utilizing Pass-through Pricing for all Brand Drugs dispensed to Claimants through the Network Pharmacies. The Contractor's contracted discount off of AWP and pharmacy contracted dispensing fee(s) for Brand Drugs shall be applicable to all individual Prescriptions for Brand Drugs dispensed to Claimants from a Network Pharmacy.

11.8.2b The Contractor shall use the following Ingredient Cost and dispensing fee to charge the NYSIF Program for each Prescription for a covered Brand Drug dispensed by a Network Pharmacy throughout the term of the Agreement subject to application of the Lesser of Logic as set forth in Section 11.6.0 of this Agreement.

11.8.2b(1) ***Ingredient Cost of Brand Drug Dispensed at Retail Pharmacy*** Pass-through Pricing based on the terms of the Contractor's agreement with the dispensing Pharmacy related to Brand Drugs. (Pricing is subject to an overall annual minimum discount of (TBD) % off the aggregate AWP and annual maximum dispensing fee of (TBD) for all Brand Drugs dispensed through Network Pharmacies.)

11.8.2c The Contractor shall guarantee an overall minimum discount off of the aggregate AWP for all Brand Drugs dispensed at Retail Network Pharmacies as defined in the RFP. The Contractor guarantees the Program that its management of Brand Drug costs dispensed by pharmacies shall result in the NYSIF Program achieving the Contractor's proposed overall Guaranteed Minimum Discounts of [TBD] during the Plan Year. The discounts achieved off of the aggregate AWP for all Brand Drugs as a result of Pass-through Pricing will be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Brand Drugs divided by sum of AWP of dispensed Brand Drugs). The aggregate discount calculation will be based on Pharmacy Prescriptions filled with a Brand Drug where the NYSIF Program was the primary payer. Claims submitted for

secondary payer consideration, Compound Drug claims, Non-Network claims, and claims submitted by governmental entities must be excluded from the aggregate discount calculation. In addition, claims with a calculated AWP discount greater than 50% will be excluded pending receipt of supporting documentation by the Contractor and verification by the FUND as to the validity of the calculated discount; and

(Amended April 4, 2012)

11.8.2d If the overall aggregate discounts obtained, as calculated utilizing the formula set forth in the prior paragraph, are less than the Guaranteed Minimum Discounts of [TBD], the Contractor shall reimburse the NYSIF Program the difference between the Ingredient Cost the NYSIF Program was charged utilizing Pass-through Pricing and the Ingredient Cost the NYSIF Program would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP of [TBD] had been obtained. The NYSIF Program will be credited annually for this difference in Ingredient Cost. The NYSIF Program shall retain the benefit of any cost savings, in excess of the Contractor proposed Guaranteed Minimum Discounts off the aggregate AWP for all Brand Drugs dispensed by pharmacies.

This calculation shall be performed for each NYSIF Program year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the FUND on July 31st. If the FUND's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the FUND reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by February 15th of the following year.~~ Upon Approval by the FUND, ~~T~~the Contractor shall pay/credit the NYSIF Program the applicable amount, if any, within 30 Days. ~~following the February 15th calculation. If the FUND's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the FUND reserves the right in its sole discretion to make an adjustment to the Contractor's calculations.~~ ~~On July 31st following each Plan Year, the Contractor shall perform a reconciliation to include claims incurred in each~~

~~NYSIF Program year and paid through June of the following Program year. Based on this reconciliation, the FUND shall receive an adjustment, if necessary, within 30 Days following the date of the reconciliation.~~ The NYSIF Program shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discount off the aggregate AWP of [TBD]. Any shortfall in the Guaranteed Minimum Discount cannot be recovered by the Contractor in subsequent years.

11.8.3 Retail Pharmacy Network Generic Pricing

The Contractor shall:

11.8.3a Maximize the discount achieved on behalf of the Program for Generic Drugs dispensed by Network Pharmacies. The Contractor or its Key Subcontractor, if any, must manage the Programs' MAC List consistent with, or better than, their most aggressive generic pricing list used to reimburse Pharmacies. The Contractor shall charge the NYSIF Program utilizing Pass-through Pricing for all Generic Drugs dispensed to Claimants through the Network Pharmacies.

(Amended April 4, 2012)

11.8.3b Create and maintain a single NYSIF Program-Specific Maximum Allowable Cost (MAC) List for called the Program MAC List setting the Ingredient Cost ~~maximum price~~ the NYSIF Program shall be charged, and the amount the dispensing Network Pharmacy shall be paid, for the Ingredient Cost for the drugs required to be included on the Program MAC List. Under no circumstances shall the MAC price assigned exceed the Discounted Ingredient Cost to the NYSIF Program achieved ~~through Pharmacy submitted pricing or pricing achieved~~ by using the Contractor's highest contracted Retail ~~and Mail Service~~ Pharmacy Brand Guaranteed Maximum Discount off of AWP of [TBD] applied to the AWP of the dispensed Generic Drug.

11.8.3c Assign a MAC price to all NDCs of drugs included within a GPI/GCN, including NDCs of all Brand Drugs, containing an A-rated or authorized Generic Drug form of the original Brand Drug in the GPI/GCN. The Contractor shall add the GPI/GCN to the Programs' MAC List and set a MAC price for the GPI/GCN in accordance with Section 6.13.1 of this Agreement. The provisions of this section

require that MAC pricing be applied in no event later than 21 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer. For those Generic Drugs with an established GPI/GCN that are already subject to MAC pricing the Contractor is required to immediately apply MAC pricing to any generic NDC added to the GPI/GCN. All A-rated or authorized Generic Drugs shall be MAC'd in all instances including, but not limited to circumstances in which the FUND in its sole discretion decides not to enforce mandatory generic substitution of the Brand Drug in that GPI/GCN. There shall be one MAC price applicable to all NDCs included in the GPI/GCN on the Programs' MAC List. The MAC price shall be consistent with the process in Section 11.8.3b. However depending on particular market factors, it may be in the best interests of the NYSIF Program, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information the FUND deems necessary to support such action and obtain prior written approval from the FUND.

11.8.3d Assign a MAC price to all NDCs of B-rated or unrated Generic Drugs included within a GPI/GCN that does not include an A-rated or authorized Generic Drug. The Contractor shall add the GPI/GCN to the Programs' MAC List and set a MAC price for the Generic Drug NDCs included in the GPI/GCN as soon as practicable, but in no event later than 14 Days after the first shipment of the first Generic Drug from the manufacturer to a wholesaler or retailer. The Contractor shall not apply the MAC price to the NDC(s) for Brand Drugs dispensed in the GPI/GCN and shall not enforce the NYSIF Program's mandatory generic substitution provisions for Brand Drugs dispensed in this GPI/GCN. There shall be one MAC price applicable to all Generic Drug NDCs included in the GPI/GCN. However depending on particular market factors, it may be in the best interests of the NYSIF Program, and therefore appropriate, for more than one MAC price to be assigned within a GPI/GCN. Such situations would require that the Contractor provide any information the FUND deems necessary to support such action and obtain prior written approval from the FUND.

11.8.3e Charge the NYSIF Program for non-MAC'd Generic Drugs dispensed utilizing pass-through pricing of the Contractor's pharmacy contracted discount applied to the AWP of the dispensed Generic Drug. The only Non-MAC'd Generic Drugs shall be Generic Drugs included in GPIs/GCNs required to be on the Programs' MAC List but which have not yet been assigned a MAC price within the required time frame.

11.8.3f The Contractor shall inform the FUND of any market based condition which makes the strict compliance with Section 11.8.3b-11.8.3e of this Agreement contrary to the financial interests of the NYSIF Program. The FUND in its sole discretion may waive such requirements.

11.8.3g Monitor the Programs' MAC List pricing to ensure that NDCs contained in GPIs/GCNs subject to MAC pricing are paying at the MAC price after application of the NYSIF Program's Lesser of Logic provisions. The Contractor shall notify the NYSIF Program of any GPIs/GCNs subject to MAC pricing in which the majority of claims are processing at a basis other than the MAC price.

11.8.3h Agree that there shall be no increases to Programs' MAC List prices where such adjustment is intended to limit the discount achieved on behalf of the NYSIF Program to the Guaranteed Minimum Discount off of the aggregate AWP as set forth in Section 11.8.3m below, for all Generic Drugs dispensed by Network Pharmacies during the Program year.

11.8.3i Provide to the FUND full access to the Programs' MAC List used to price Generic Drugs dispensed by Network and Mail Service Pharmacies for the NYSIF Program. The Contractor must be prepared to provide valid documented market rationale to support their Programs' MAC pricing should the FUND request this information. In order to protect the NYSIF Program's financial interests from the date of the award until the termination date of the Agreement, the Contractor must agree that any <u>increases</u> to the Programs' MAC pricing must be justified to the FUND with valid documented market rationale. Following selection, the Contractor shall manage the content of the Programs' MAC List consistent with the requirements of this Agreement. Prices assigned to required new additions to

the Programs' MAC List shall be equivalent to the Contractor's most aggressive MAC price for that drug. Throughout the term of the Agreement, the Contractor commits to use its best efforts to maintain the aggregate effectiveness of its Programs' MAC List. The Contractor must ensure that MAC pricing is reduced to an appropriate level based on any change in market conditions such as increased competition within a GPI/GCN.

11.8.3j The Contractor shall strictly enforce all requirements of the NYSIF Program's mandatory generic substitution provision as detailed in Section 11.7 of this Agreement.

11.8.3k The Contractor guarantees that its management of Generic Drug costs dispensed by Network Pharmacies, including maintenance of the Programs' specific MAC List, and application of pricing provisions related to Generic Drugs that do not meet the requirements for inclusion on the Programs' specific MAC List, shall result in the NYSIF Program achieving the Contractor's overall Guaranteed Minimum Discount off of the aggregate AWP as set forth in Section 11.8.3m below, for all Generic Drugs dispensed by Network Pharmacies during the Program year. The discount achieved off of the aggregate AWP for all Generic Drugs as a result of Pass-through Pricing shall be calculated utilizing the following formula: 1 minus (Sum of Ingredient Costs of dispensed Generic Drugs at Retail and Mail Service Pharmacies divided by sum of AWP of dispensed Generic Drugs). The aggregate discount calculation shall be based on Network Pharmacy Prescriptions filled with a Generic Drug where the NYSIF Program was the primary payer (including Enrollee submitted claims). Claims submitted for secondary payer consideration, Compound Drug claims, and claims submitted by governmental entities are excluded from the aggregate discount calculation. In addition, claims with a calculated AWP discount greater than 90% and a total AWP greater than $500 shall be excluded pending receipt of supporting documentation by the Contractor and verification by the FUND as to the validity of the calculated discount. The setting of an overall minimum discount off of the aggregate AWP for all Generic Drugs dispensed at Network and Mail Service Pharmacies shall in no way modify the Contractor's contractual obligation to

maximize the NYSIF Program's aggregate discount above the Contractor's overall Guaranteed Minimum Discount off of the aggregate AWP.

(Amended April 4, 2012)

11.8.3l If the overall aggregate discount obtained, as calculated utilizing the formula set forth in Section 11.8.3k, above, is less than the Guaranteed Minimum Discount set forth in Section 11.8.3m, the Contractor shall reimburse the NYSIF Program the difference between the Ingredient Cost the NYSIF Program was charged utilizing Pass-through Pricing and the Ingredient Cost the NYSIF Program would have been charged if the Guaranteed Minimum Discount off of the aggregate AWP set forth in Section 11.8.3m for all Generic Drugs was obtained.

This calculation shall be performed for each Program year based on claims paid for each incurred year. Specifically, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the FUND on July 31st. If the FUND's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the FUND reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. ~~The calculations must be completed by February 15th of the following year.~~ Upon Approval by the FUND, ~~T~~the ~~The calculations must be completed by February 15th of the following year. The~~ Contractor shall pay/credit the NYSIF Program the applicable amount, if any, within 30 Days. ~~following the February 15th calculation. If the FUND's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the FUND reserves the right in its sole discretion to make an adjustment to the Contractor's calculations. On July 31st following each Program Year, the Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. Based on this reconciliation, the NYSIF Program shall receive an adjustment, if necessary, within 30 Days following the date of the reconciliation.~~ The NYSIF Program shall retain the benefit of any cost savings, in excess of the Contractor's Guaranteed Minimum Discount off the aggregate AWP set forth in Section 11.8.3m for all Generic Drugs dispensed by Network and Mail

Service Pharmacies. Any shortfall in the Guaranteed Minimum Discount set forth in Section 11.8.3m cannot be recovered by the Contractor in subsequent years.

11.8.3m The Contractor shall use the following Ingredient Cost and dispensing fee to charge the NYSIF Program for each covered Generic Drug dispensed by Retail Network Pharmacies throughout the term of the Agreement subject to the Lesser of Logic process set forth in Section 11.6.0 of this Agreement.

11.8.3m(1) ***Ingredient Cost of Generic Drug dispensed at Retail Pharmacy:***

Pass-through Pricing based on either the Programs' MAC List or the Contractor's pharmacy contracted discount applied to the AWP of the dispensed Generic drug for Generic Drugs not assigned a MAC. (Pricing is subject to an overall annual minimum discount of (TBD)% off of the aggregate AWP and maximum annual dispensing fee of (TBD) for all Generic Drugs dispensed through Network Pharmacies.)

11.8.4 **Retail Pharmacy Network Compound Drug Pricing**

Compound Drugs must be classified consistent with the definition in Section 1.9.0 of this Agreement.

The Contractor shall:

11.8.4a Implement the pricing methodology for Compound Drugs as set forth in Section 11.8.4d below. The Contractor's retail Brand Drug dispensing fee and the NYSIF Programs' "Lesser of Logic" will apply;

11.8.4b Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the NYSIF Programs' definition of a Compound Drug and provides appropriate claim level control procedures to protect the financial interests of the NYSIF Program;

11.8.4c Conduct due diligence as well as audit Network Pharmacies to ensure that drugs are being properly classified as Compound Drugs consistent with the NYSIF Programs' definition of a Compound Drug and to ensure that claims are priced in

accordance with the methodology for Compound Medications as set forth in Section 11.8.4d below; and,

11.8.4d The Contractor shall use the following methodology to charge the NYSIF Program for each Prescription for a covered Compound Drug/Medication dispensed by a Network Pharmacy throughout the term of the Agreement. The NYSIF Program shall be charged the lesser of the following:

11.8.4d(1) [Insert Contractor's proposed pricing methodology] or

11.8.4d(2) The Pharmacy Submitted Cost equaling the Total AWP of all ingredients in the Compound as submitted by the Pharmacy. (eg, AWP of NDC 1 plus AWP of NDC 2 plus AWP of NDC 3); OR

11.8.4d(3) The Pharmacy's Usual and Customary price as submitted by the Pharmacy less the dispensing fee plus the sales tax when applicable,

The NYSIF Program shall be charged the lowest Ingredient Cost derived through application of the above "Lesser of Logic" process plus the dispensing fee (when applicable).

11.9.0 <u>Mail Service Pharmacy Process Pricing – Brand Drugs, Generic Drugs, and Compound Drugs</u>

The Contractor shall:

11.9.1 Consistently enforce and administer all provisions of the NYSIF Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Mail Service Pharmacy Process, consistent with the processing of claims through the Retail Pharmacy Network process.

11.9.2 Charge the NYSIF Program for those drugs dispensed to the Claimant in original manufacturer packaging, based on the Contractor's source of AWP for the 11 digit NDC of the package size dispensed through the Mail Service Pharmacy Process, subject to MAC pricing for Generic Drugs. If the drug is not dispensed to the Claimant in original manufacturer packaging (i.e., dispensed from bulk), the NYSIF Program shall be charged

based on the Contractor's source of AWP for the 11 digit NDC of the package size from which the drug was originally dispensed by the Mail Service Pharmacy Process Facility, subject to MAC pricing for Generic Drugs. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's AWP source, the NYSIF Program shall be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source, subject to MAC pricing for Generic Drugs. The NYSIF Program shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer unless such packaging offers a net savings to the NYSIF Program.

11.9.3 Charge the NYSIF Program based on the Contractor's pricing terms and dispensing fees applicable to brand, generic, and Compound Drug claims as set forth in 11.9.4, 11.9.5, and 11.9.6 for all Prescriptions submitted through the Mail Service Pharmacy Process. The NYSIF Program's Lesser of Logic shall be applied.

11.9.4 Mail Service Pharmacy Process - Brand Drug Pricing

The Contractor shall:

11.9.4a Classify Brand Drugs consistent with the definition in Section 1.3.0 of this Agreement as well as the methodology outlined in Section 11.3.0 of this Agreement.

11.9.4b Implement its fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) as set forth below in Section 11.9.4c, that shall be utilized to determine the Ingredient Cost of the Prescription to charge the NYSIF Program. The Contractor's Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs dispensed to Claimants through the Mail Service Pharmacy Process.

11.9.4c The Contractor shall use the following Ingredient Cost and dispensing fee to charge the NYSIF Program for each Prescription for a covered Brand Drug dispensed through the Mail Service Pharmacy Process throughout the term of the Agreement.

Brand Drug: Ingredient Cost: (TBD)% off AWP

Dispensing Fee: (TBD)

11.9.5 <u>Mail Service Pharmacy Process - Generic Drug Pricing</u>

The Contractor shall:

11.9.5a Classify Generic Drugs consistent with the definition in Section 1.29.0 of this Agreement.

11.9.5b The Contractor shall use the following Ingredient Cost and dispensing fee to charge the NYSIF Program for each Prescription for a covered Generic Drug dispensed through the Mail Service Pharmacy Process throughout the term of the Agreement subject to the Lesser of Logic process set forth in Section 11.6.0 of this Agreement.

Ingredient Cost of Generic Drug dispensed at Mail Service Pharmacy: Pass-through Pricing based on either the Programs' MAC List or the fixed, contracted Mail Service Pharmacy Guaranteed Discount off the equivalent Brand Drug as set forth in Section 11.9.4c for the dispensing of Generic Drugs not assigned a MAC. (Pricing is subject to an overall annual minimum discount of (TBD)% off of the aggregate AWP for all Generic Drugs dispensed through the Mail Services Pharmacy.)

Dispensing Fee: $(TBD)

11.9.5c The Contractor must guarantee an overall minimum discount off the aggregate AWP for all Generic Drugs dispensed through the Mail Service Pharmacy, as set forth in 11.8.3 of this Agreement.

11.9.6 <u>Mail Service Pharmacy Process - Compound Drug Pricing</u>

The Contractor shall:

11.9.6a Classify Compound Drugs consistent with the definition in Section 1.9.0 of this Agreement;

11.9.6b Implement its Pass-through Pricing methodology for Compound Drugs as set forth below in Section 11.9.6e. The Contractor's retail Brand Drug dispensing fee and the NYSIF Program's Lesser of Logic will apply;

11.9.6c Process Compound Drug claims in a manner that verifies the validity of the claim as a Compound Medication according to the NYSIF Program's definition and provides appropriate claim level control procedures to protect the financial interests of the NYSIF Program;

11.9.6d Conduct due diligence to ensure that drugs are being properly classified as Compound Drugs consistent with the NYSIF Program's definition of a Compound Drug and to ensure that claims are priced in accordance with the methodology for Compound Medications as set forth below in Section 11.9.6e below; and,

11.9.6e The Contractor shall use the following methodology to charge the NYSIF Program for each Prescription for a covered Compound Drug/Medication dispensed by the Mail Service Pharmacy Process throughout the term of the Agreement. The Contractor shall charge the NYSIF Program the lesser of the following:

11.9.6e(1) [Insert Contractor's proposed pricing methodology] or

11.9.6e(2) The Pharmacy Submitted Cost equaling the Total AWP of all ingredients in the Compound as submitted by the Pharmacy.
(eg, AWP of NDC 1 plus AWP of NDC 2 plus AWP of NDC 3); OR

11.9.6e(3) The Pharmacy's Usual and Customary price as submitted by the Pharmacy less the dispensing fee plus sales tax when applicable.

The NYSIF Program shall be charged the lowest Ingredient Cost derived through application of the above "Lesser of Logic" process plus the guaranteed dispensing fee (when applicable).

Dispensing Fee: $(TBD)

11.10.0 <u>Enrollee Submitted Claims</u>

11.10.1 The cost to the NYSIF Program for Prescriptions for which non-network pharmacies submit direct claims for reimbursement shall be charged to the NYSIF Program. State

Workers' Compensation Board laws and regulations, specifically, Section 440 of Chapter V, of Title 12 NYCRR (New York Codes Rules and Regulations).

11.10.2 The Contractor shall utilize the following methodology to charge the NYSIF Program:

11.10.2a Brand Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a twelve percent (12%) discount off of AWP, plus a $4 Dispensing Fee.

11.10.2b Generic Drugs, including Specialty Drugs/Medications, must be charged to the NYSIF Program at the New York State Workers' Compensation Board rates, currently a twenty percent (20%) discount off of AWP, plus a $5 Dispensing Fee.

11.11.0 Dispensing Fee

11.11.1 The Guaranteed Dispensing Fees and Maximum Guaranteed Dispensing Fees set forth in 11.11.3 of this Section must be guaranteed for the term of this Agreement.

11.11.2 No dispensing fee shall be charged to the NYSIF Program for any claim that is paid on the basis of the Pharmacy's Usual and Customary price.

11.11.3 The Contractor dispensing fee for Brand Drugs, Generic Drugs and Compound Drugs dispensed by Network Pharmacies shall be Pass-through Pricing, subject to an annual aggregate Maximum Guaranteed Dispensing fee set forth below. The Contractor's Guaranteed Dispensing fees for Brand Drugs, Generic Drugs and Compound Drugs dispensed by the Mail Service Pharmacy Process and the Designated Specialty Pharmacy are set forth below:

11.11.3a Network Retail Pharmacy Guaranteed Maximum Dispensing Fee:

$(TBD) Per Brand Drug
$(TBD) Per Generic Drug
$(TBD) Per Compound Drug

11.11.3b Mail Service Pharmacy Process Guaranteed Dispensing Fee:

$(TBD) Per Brand Drug

$(TBD) Per Generic Drug

$(TBD) Per Compound Drug

11.11.3c Designated Specialty Pharmacy dispensing fees may vary based on the specific NDC of the drug dispensed. Specialty Pharmacy Program dispensing fees are set forth in Exhibit V.D.

11.11.4 The Level of dispensing fees achieved as a result of Pass-through Pricing will be calculated utilizing the following formula:

Total Retail Network dispensing fees paid by the NYSIF Program on an annual basis divided by the number of Final Paid Claims at Retail Network Pharmacies for each of Generic, Brand and Compound claims.

11.11.5 If the overall aggregate dispensing fees paid, as calculated utilizing the formula set forth in Section 11.11.4 of this Agreement are more than the Guaranteed Maximum Dispensing Fee proposed for each of Brand, Generic and Compound claims at Retail Network Pharmacies, the Contractor shall reimburse the NYSIF Program the difference between the Dispensing fee the NYSIF Program was charged utilizing Pass-through Pricing and the Dispensing Fee the NYSIF Program would have been charged if the Guaranteed Maximum Dispensing Fee had been obtained. The Contractor shall perform a reconciliation to include claims incurred in each Program Year and paid through June of the following Program Year. The reconciliation shall be submitted to the FUND on July 31st. If the FUND's review of the Contractor's calculations indicates an adjustment to the calculation is required, then the FUND reserves the right in their sole discretion to make an adjustment to the Contractor's calculations. Upon approval by the FUND, the Contractor shall pay/credit the Program the applicable amount, if any, within 30 (thirty) Days. ~~The NYSIF Program will be credited annually for this difference by February 15th.~~ The NYSIF Program shall retain the benefit of any cost savings in excess of the Guaranteed Maximum Dispensing Fees set forth in Section 11.11.3. Any shortfall in the Guaranteed Maximum Dispensing Fees set forth in Section 11.11.3 cannot be recovered by the Contractor in subsequent years.

11.12.0 Specialty Pharmacy Program Pricing

The Contractor shall:

11.12.1 Consistently enforce and administer all provisions of the NYSIF Program (including but not limited to mandatory generic substitution, drug utilization review, prior authorization, refill too-soon edits, etc.) to the claims dispensed through the Specialty Pharmacy Program, consistent with the processing of claims through the Retail and Mail Service Pharmacy Network processes.

11.12.2 Charge the Program for those drugs dispensed to the Claimant in original manufacturer packaging, based on the Contractor's source of AWP for the 11 digit NDC of the package size dispensed through the Specialty Pharmacy Program. If the drug is not dispensed to the Claimant in original manufacturer packaging (i.e., dispensed from bulk), the NYSIF Program shall be charged based on the Contractor's source of AWP for the 11 digit NDC of the package size from which the drug was originally dispensed by the Designated Specialty Pharmacy. If the drug is dispensed from a bulk package size for which no AWP is reported in the Contractor's AWP source, the NYSIF Program shall be charged based on the reported AWP for the NDC of the largest package size contained in the Contractor's AWP source. The NYSIF Program shall not be charged based on an NDC assigned to repackaged drugs or based on package sizes prepared by special arrangement with the original manufacturer unless such packaging offers a net savings to the NYSIF Program.

11.12.3 Charge the NYSIF Program based on the Contractor's pricing terms and dispensing fees applicable to brand and generic, Specialty Drug/Medication claims as set forth in Sections 11.12.4 through 11.12.7 for all Prescriptions submitted through the Specialty Pharmacy Program.

11.12.4 Classify Brand Drugs consistent with the definition in Section 1.3.0 of this Agreement as well as the methodology outlined in Section 11.3.0 of this Agreement.

11.12.5 Classify Generic Drugs consistent with the definition in Section 1.29.0 of this Agreement.

11.12.6 Subject to the terms of Section 11.2.2 as amended, implement its fixed contracted Guaranteed Discount off of Average Wholesale Price (AWP) of (TBD_% to determine the Ingredient Cost of the Prescription to charge the NYSIF Program. The Contractor's Guaranteed Discount shall be applicable to all individual Prescriptions for Brand Drugs and Generic Drugs dispensed to Claimants through the Specialty Pharmacy Program.

11.12.7 Act in the interests of the NYSIF Program when dispensing Generic Drugs through the Specialty Pharmacy Program by avoiding the dispensing of NDC's with higher AWPs unless market conditions exist making dispensing the more cost effective NDC impractical or impossible.

ARTICLE XII: 100% PHARMA REVENUE GUARANTEE

The Contractor is required to maximize savings to the NYSIF Program through negotiation of Pharma Revenue Agreements obtaining discounts or other consideration from manufacturers and passing through 100% of the value of the Pharma Revenue agreements to the NYSIF Program, including any consideration that would normally flow to the Contractor or Key Subcontractor(s) based on the NYSIF Program's utilization pursuant to the terms of those Pharma Revenue Agreements. In addition, all Pharma Revenue agreements with manufacturers and other entities applicable to the NYSIF Program must meet or exceed the Contractor's best existing Pharma Revenue agreements for all individual drugs ensuring that in no instance will the NYSIF Program receive less Pharma Revenue in any therapeutic class than other clients of the Contractor with a comparable benefit design and consistent preferred drug designations in the class provided the NYSIF Program's utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients.

12.1.0 Negotiate Pharma Revenue agreements with manufacturers that maximize savings to the NYSIF Program, leveraging the significant enrollment of the NYSIF Program for each individual drug. The Contractor agrees that any Plan specific Pharma Revenue agreement shall derive total Pharma Revenue that meets or exceeds the Pharma Revenue derived from any other agreements the Contractor uses to administer its book of business for each individual drug.

12.2.0 Include the value of the guaranteed Pharma Revenue set forth in Section 12.9.7 as a credit in the development of Claims Administration Fees throughout the term of this Agreement.

12.3.0 Credit the NYSIF Program quarterly within 150 Days of the end of each quarter, the greater of 100% of the Pharma Revenue received or the minimum guaranteed amount set forth in Section 12.9.7.

12.4.0 Calculate and distribute Pharma Revenue to the NYSIF Program in a fully transparent and verifiable process. The Contractor agrees that all direct and indirect revenue arrangements with manufacturers, suppliers, or other vendors shall be disclosed and the revenue generated related or attributable to the NYSIF Program's utilization be credited to the NYSIF Program. The Contractor must agree that the records, methods and calculations utilized to total and distribute these amounts to the NYSIF Program are subject to audit by the FUND or other State auditors with authority under Article XVII and/or Appendices A & B of this Agreement. In addition, all agreements must be provided as necessary for the NYSIF Program to evaluate Preferred Drug List decisions including direct access to any manufacturer contracts in unredacted form, under which the NYSIF Program is entitled to derive Pharma Revenue pursuant to the terms of this Agreement.

12.5.0 Not enter into any agreement that has the effect of diverting, shortchanging, or trading off any form of Pharma Revenue that would otherwise be due the NYSIF Program for other consideration. There shall be no fees charged to the NYSIF Program or received from a manufacturer, separate from the Claims Administration Fee as described and authorized in this Agreement, by the Contractor for rebate or other Pharma Revenue administration. The Contractor agrees that it will not divert, shortchange, or trade off Pharma Revenue that would otherwise inure to the NYSIF Program's financial benefit for Claimant drug utilization in return for reduced drug acquisition costs or other monetary or non-monetary consideration from manufacturers.

12.6.0 Upon selection and as a condition of contract award and throughout the term of the Agreement, the contractor shall provide at the request of the State all information and documentation related to Pharma Revenue agreements, including but not limited to, full direct access by FUND staff or its agents to complete unredacted Pharma Revenue agreements pursuant to which the NYSIF Program derives Pharma Revenue.

12.7.0 Utilize manufacturer agreements for the NYSIF Program that meet or exceed the Contractor's best existing Pharma Revenue agreements for all individual drugs. If the Contractor's business model allows for more than one Pharma Revenue agreement with manufacturers, the Contractor agrees

that in no instance will the NYSIF Program receive less Pharma Revenue in any therapeutic class than other clients of the Contractor with a comparable benefit design and consistent preferred drug designations in the class provided the NYSIF Program's utilization of the drugs generating Pharma Revenue in the class is equal to or greater than those of other clients. The Contractor shall have a process satisfactory to the State to confirm compliance with this provision. The NYSIF Program shall receive a full pass-through of 100% of Pharma Revenue derived from any agreement with a pharmaceutical manufacturer. Where any Pharma Revenue contracts allow for higher Pharma Revenue for mail order claims, the Program will receive the full financial benefit of those higher rates receiving 100% of the Pharma Revenue derived from those agreements on mail order claims. If manufacturer agreements provide less Pharma Revenue for Mail Service Pharmacy or Specialty Pharmacy claims than retail claims for the same drug, the terms of the manufacturer agreement applicable to retail claims shall be applied to Program Mail Service Pharmacy and Specialty Pharmacy claims for purposes of calculating the amount of Pharma Revenue due the NYSIF Program.

12.8.0 Ensure the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee, set forth in Section 12.9.7 is not contingent upon the NYSIF Program's participation in any of the Contractor's formulary management or intervention programs. Nor shall the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee be contingent or dependent on the timing of any patent expirations and/or introduction of generic equivalent drugs, including but not limited to early and/or at risk Generic Drug launches. The NYSIF Program 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 materially compromising the Contractor's ability to obtain contracted Pharma Revenue necessary to meet the Minimum Per Final Paid Claim Pharma Revenue Guarantee.

12.9.0 Calculate and perform an annual reconciliation of the Pharma Revenue credit to the Pharma Revenue earned. As part of this annual reconciliation the Contractor is required to:

12.9.1 Calculate the Pharma Revenue guarantee on all Final Paid Claims, incurred for the respective NYSIF Program Year. The Pharma Revenue guarantee shall be on the aggregate level, not separated for each therapeutic class.

12.9.2 Credit the NYSIF Program an amount calculated based on the following formula: if in any NYSIF Program Year, the Pharma Revenue realized and credited to the Program by the Contractor is less than the amount due the NYSIF Program as determined utilizing the minimum Pharma Revenue credit set forth in Section 12.9.7, the amount of the credit shall be equal to the difference between the reported Pharma Revenue credited to the NYSIF Program and the Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee set forth in Section 12.9.7.

12.9.3 Submit calculations and documentation supporting the amount of Pharma Revenue reported and credited to the NYSIF Program for FUND review and approval. The Contractor shall provide all information and documentation deemed necessary by the FUND to verify the NYSIF Program was credited with all Pharma Revenue due it under the terms of this Agreement.

12.9.4 If at the close of any NYSIF Program Year, the Pharma Revenue credited to the NYSIF Program is greater than the higher of the amount derived through application of the Pharma Revenue guarantee formula or the actual Pharma Revenue realized by the NYSIF Program, upon notice and verification by the FUND, the FUND shall pay the Contractor the difference between the amount previously credited and the higher of the minimum Pharma Revenue guaranteed amount, set forth in Section 12.9.7, or actual Pharma Revenue realized during the NYSIF Program Year.

12.9.5 If at the close of any NYSIF Program Year, the Pharma Revenue credited to the NYSIF Program is less than the actual Pharma Revenue realized by the NYSIF Program, the Contractor shall pay the NYSIF Program the difference between what was previously paid and the full amount due to the NYSIF Program in accordance with Article XIV, Payment/(Credits) to/from the Contractor, of this Agreement.

12.9.6 Include such reconciliations as part of the annual rebate report. The FUND requires the Contractor's minimum Pharma Revenue guarantee, set forth in Section 12.9.7, be credited to the claims on the annual financial settlement regardless of the amount of Pharma Revenue that has been received by the Contractor.

12.9.7 The Minimum Pharma Revenue amount due the NYSIF Program on an annual basis shall be calculated according to the formula: Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee multiplied by the number of Final Paid Claims incurred for the respective Plan Year. The Contractor's Minimum Per Final Paid Claim Pharma Revenue Guarantee based on claims incurred for the respective Plan Year is:

12.9.7a $(TBD) for the Plan Year 2014.

12.9.7b $(TBD) for the Plan Year 2015.

12.9.7c $(TBD) for the Plan Year 2016.

12.9.7d $(TBD) for the Plan Year 2017.

12.9.7e $(TBD) for the Plan Year 2018.

ARTICLE XIII: CLAIMS ADMINISTRATION FEE

13.1.0 The Claims Administration Fee is the fee that the Contractor charges the NYSIF Program for all administrative services provided by the Contractor. This includes the administration of the FUND's Prescription Drug Program, as may be modified from time to time. The Contractor guarantees that the Claims Administration Fee shall be $(TBD) per Final Paid Claim. The Contractor shall:

13.1.1 Agree that its Claims Administration Fee is binding for the entire term of this Agreement, unless agreed otherwise by both the State and the Contractor.

13.1.2 Implement any changes necessary to accommodate NYSIF Program modifications resulting from collective bargaining, legislation, or within the statutory discretion of the State within sixty (60) Days of notice, or as soon as practicable.

13.1.3 Agree not to request a higher Claims Administration Fee, and the FUND will not consider any modification to the Claims Administration Fee, that is not based on a material change to the NYSIF Program requiring the Contractor to incur additional costs. The determination of what constitutes a material change is at the sole discretion of the FUND. Implementation of an alternate formulary or multiple formularies shall not constitute a material change and the Contractor agrees to implement, if required, all alternative formularies at the Claims Administration Fee set forth in Section 13.1.0.

13.1.4 Submit detailed documentation of additional costs, over and above existing management costs, with any request for an increase in the Claims Administration Fee resulting from a material change in the benefit structure of the NYSIF Program. The FUND reserves the right to request and the Contractor must agree to provide any additional information and documentation the FUND deems necessary to verify that the request for an additional Claims Administration Fee is warranted. The FUND's decision to modify the Claims Administration Fee to the extent necessary to compensate the Contractor for documented additional costs incurred shall be at the sole discretion of the State.

13.1.5 Implement all benefit designs as required by the FUND with or without final resolution of any request for a Claims Administration Fee adjustment. Refusal to implement changes will constitute a material breach of this Agreement and the FUND will seek compensation for all damages resulting.

13.1.6 Agree the Claims Administration Fee shall be payable only for Final Paid Claims and that the NYSIF Program will not pay an additional Fee(s) or other charge for any claim that is denied prior to processing or any claim that is subsequently voided, reversed, or otherwise modified.

ARTICLE XIV: Payments/(Credits) to/(from) the Contractor

14.1.0 The Contractor agrees to manage such financial transactions in accordance with the following:

14.1.1 The NYSIF Program will reimburse the Contractor for claim payments and associated Claims Administration Fees no sooner than two (2) Business Days and no later than five (5) Business Days after receipt of an accurate invoice, following each weekly claims processing cycle. The data file layout and file transmission protocol will be mutually agreed upon by the selected Contractor and the FUND during the implementation period.

(Amended April 4, 2012)

14.1.2 Any credit amounts due from the Contractor to the FUND for failure of the Contractor to meet the performance guarantees set forth in this Agreement shall be applied as a credit against the Claims Administration Fees charged separately to the NYSIF Program in the ~~next~~ first invoice(s) processed after the performance guarantee has been calculated and agreed to by the FUND.

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14.2.0 Upon final audit determination by the FUND, any audit liability amount assessed by the FUND shall be paid/credited to the NYSIF Program within thirty (30) Days of the date of final determination.

14.3.0 Drug litigation recoveries and settlements shall be paid to the NYSIF Program within fifteen (15) Days from the Contractor's receipt of such recoveries and settlements.

14.4.0 One hundred and fifty (150) Days after the end of the first quarter, the Contractor shall pay/credit the NYSIF Program the greater of (1) the actual Pharma Revenue received on behalf of the NYSIF Program or 2) the minimum Per Final Paid Claim Pharma Revenue Guarantee, set forth in Section 12.9.7, multiplied by the number of Final Paid Claims incurred for the first quarter.

14.4.1 For each subsequent quarter of the Plan Year the calculations must be performed on a cumulative NYSIF Program Year-to-Date basis utilizing the calculations stipulated in Section 12.9.7. The Contractor shall pay/credit the NYSIF Program the greater cumulative amount less the amount previously credited for the NYSIF Program Year.

14.4.2 The Contractor shall perform a reconciliation by May 31st of each year and the incremental Pharma Revenue amount shall be paid/credit to the Plan within thirty (30) Days of May 31st.

14.4.3 At the May 31st Pharma Revenue reconciliation, to the extent that any amount is owed by the Contractor, the Contractor shall pay/credit the Plan within thirty (30) Days after the Final Pharma Revenue reconciliation for the amount owed.

14.5.0 The FUND will pay the Claims Administration Fee on a monthly basis thirty (30) Days after receipt of an accurate invoice. Any credit amounts due from the Contractor to the FUND for failure to meet the performance guarantees set forth in the Agreement shall be applied as a credit against the Claims Administration Fee charged to the NYSIF Program.

14.6.0 This Agreement is not subject to Article XI-A of NYS Finance Law. The Contractor agrees that Program Services provided under the Agreement shall continue in full force and effect for a minimum of at least thirty (30) days beyond the payment due date as set forth in this Article

XIV. If after the thirty-fifth (35) calendar day after receipt of an accurate invoice and claims data file, as set forth in this Article XIV, the Contractor has not yet received payment from the State for said invoice, the Contractor may proceed under the Dispute Resolution provision in Appendix B and the Agreement shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, the Agreement shall also remain in full force and effect.

ARTICLE XV: REPORTS AND CLAIM FILES

15.1.0 Annual Reports

15.1.1 ***Rebate True-up File:*** The Contractor is required to transmit a computerized file via secure transfer containing a yearly true-up of rebate records in a format specified by NYSIF. The true-up rebate file must match all of the billing records provided by the Contractor in the weekly pharmacy billing files. The report is due one hundred fifty (150) Days after the end of the Calendar Year. Issue resolution timeframe: within 1 week of the original submission.

15.2.0 Quarterly Reports

15.2.1 ***Rebate File:*** The Contractor is required to transmit a computerized file via secure transfer containing prescription rebate information for all earned rebates in a format specified by NYSIF. The pharmacy rebate records in the Rebate File must match all prescriptions billed to NYSIF by the Contractor. The report is due one hundred fifty (150) Days after the end of the quarter. Issue resolution timeframe: within 1 week of the original submission.

15.3.0 Monthly Reports

15.3.1 ***Card Issuance File:*** The Contractor is required to submit a computerized file via secure transfer with the names of all NYSIF Claimants who have been issued a permanent ID card that is used when filing their injury-related prescriptions. The Contractor is required to submit this report in the current format specified by NYSIF in Exhibit B, the Requests for Proposals entitled “Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers’

Compensation Prescription Drug Programs," of this Agreement unless otherwise specified by NYSIF. The report is due no later than fifteen (15) calendar Days after the end of the month being reported. Issue resolution timeframe: within 1 week of the original submission.

15.4.0 <u>Weekly Reports</u>

15.4.1 ***Established Claim Billing File:*** The Contractor must transmit a computerized file via secure transfer, as specified by the FUND, containing only those pharmacy bills that are in accordance with the defined FUND business rules for pharmacy bill submission and contains only those pharmacy bills that have been successfully matched to an established FUND claim. The report is due on the Monday following the week reported. Issue resolution timeframe: prior to the next scheduled submission;

15.4.2 ***Weekly Invoice:*** The Contractor must submit a weekly Vendor Invoice as follows:

15.4.2a Hard copy of the Vendor Invoice submitted to the FUND via USPS.

15.4.2b Electronic submission of the Vendor Invoice Details file supporting the charges on the Vendor Invoice.

15.4.2b(1) The Contractor must submit the Vendor Invoice Detail file in the form an ASCII text file. The purpose of the detailed invoice file is to provide the FUND with the information needed in order to programmatically reconcile the Vendor Invoice. The report is due on the Monday following the week reported. Issue resolution timeframe: within 1 week of the original submission;

15.4.3 ***Aging Bill Report File:*** The Contractor is required to submit a computerized pharmacy billing file via secure transfer with bills previously submitted in the Instant Enrollment/ "Short Fill" file that remain unmatched to an established NYSIF claim. In the event there are not records meeting the above criteria, an empty file should be transmitted. The report is due each Monday? Issue resolution timeframe: prior to the next scheduled submission.

15.5.0 <u>Daily Reports</u>

15.5.1 ***Short File Report File:*** The Contractor is required to submit a computerized file via secure transfer with pharmacy bills for those injured workers of NYSIF policy holders where the bill cannot be matched to an established NYSIF claim. The report is due within twenty four (24) hours following the Day reported. Issue resolution timeframe: prior to the next scheduled submission.

ARTICLE XVI: TRANSITION AND TERMINATION OF CONTRACT

16.1.0 The Contractor must commit to fully cooperate with the successor contractor to ensure the timely, smooth transfer of information necessary to administer the NYSIF Program.

16.1.1 The Contractor must, within one hundred twenty (120) Days of the end of the Agreement, or within forty-five (45) Days of notification of termination, if the Agreement is terminated prior to the end of its term, provide the FUND with a detailed written plan for transition, which outlines, at a minimum, the tasks, milestones and deliverables associated with:

16.1.1a Transition of NYSIF Program data, including but not limited to a minimum of one year of historical Claimant data, detailed COB data, report formats, Mail Service Pharmacy, Specialty Pharmacy and retail scripts with available refills, prior authorization approved through dates, generic exceptions that have been entered into the adjudication system on behalf of the Claimant, as well as other data the successor organization may request and the FUND approves during implementation of the NYSIF Program in the format acceptable to the FUND. The transition of open refill prior authorization files should include but not be limited to the following:

16.1.1a(1) Providing a test file to the successor organization in advance of the implementation date to allow the new Contractor to address any potential formatting issues;

16.1.1a(2) Providing one or more pre-production files at least four (4) weeks prior to implementation that contains Claimant Prescription refill availability, one year of claims history and prior authorization and appeal approved through dates as specified by the FUND working in conjunction with the successor organization;

16.1.1a(3) Providing a second production file to the new contractor by the close of business January 2nd (or 2 days after this Agreement terminates) that contains all Claimant Prescription refill availability as specified by the FUND, working in conjunction with the selected successor contractor; and

16.1.1a(4) Providing a lag file seven (7) Days after the implementation date to capture any refills that may have been in process but not yet shipped at the Contractor's Mail Service and Designated Specialty Pharmacy(ies) after the end of the year.

16.1.2 Transition of Claimant information on all non-transferable compounds and controlled medications.

16.1.3 Within fifteen (15) Business Days from receipt of the Transition Plan, the FUND shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the FUND.

16.1.4 Within fifteen (15) Business Days from the Contractor's receipt of the required changes, the Contractor shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the FUND.

16.1.5 The Contractor shall be responsible for transitioning the NYSIF Program in accordance with the approved Transition Plan.

16.1.6 To ensure that the transition to a successor organization provides Claimant's with uninterrupted access to their Prescription drug benefits and associated customer services, and to enable the FUND to effectively manage the Agreement, the Contractor is required to provide the following Contractor related obligations and deliverables to the NYSIF Program through the final financial settlement of the Agreement:

16.1.6a Provide all Contractor provided services associated with claims incurred on or before the scheduled termination date of the Agreement, including but not limited to paying network claims, Mail Service Pharmacy claims, Specialty

Pharmacy claims, manual submit claims including but not limited to: Medicaid, VA , Skilled Nursing Facility claims, out of network claims, foreign claims, in-network claims, COB claims, Student Health Center Claims, and Medicare, reimbursing late filed claims if warranted, reimbursing customer credit balance accounts, resolution of Mail Service Pharmacy process and Specialty Pharmacy Process issues, continuing to provide updates on pending litigation and settlements and claims/rebate data for class action litigation that the Contractor or the AG has/may file on behalf of the NYSIF Program. In addition, the Contractor must continue to provide the FUND access to any online claims processing data and history and online reporting systems through the final settlement dates, unless the FUND notifies the Contractor that access may be ended at an earlier date;

16.1.6b Complete all required reports in Article XV “Reports and Claim Files”;

16.1.6c Provide the NYSIF Program with sufficient staffing in order to address State audit requests and reports in a timely manner;

16.1.6d Agree to fully cooperate with all the FUND or OSC audits consistent with the requirements of Appendices A and B;

16.1.6e Perform timely reviews and responses to audit findings submitted by the FUND and the Comptroller’s audit unit in accordance with the requirements set forth in Article XVII “Audit Authority”;

16.1.6f Remit reimbursement due the NYSIF Program within fifteen (15) Days upon final audit determination consistent with the process specified in Article XVII “Audit Authority,” Article XIV “Payments/(credits) to/(from) the Contactor” and Appendix B; and

16.1.7 The Contractor is required to receive and apply enrollment updates, keeping dedicated phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of this contract, adjusting phone scripts, and transferring calls to a new vendor’s lines.

16.1.8 The Contractor is required to transmit point of service messaging to their Retail Pharmacy Network upon the termination date of the Agreement instructing Pharmacists to submit NYSIF Program Claimant claims to the appropriate RXBIN, RXPCN, RXGRP or other claim identification information as specified by the FUND working in conjunction with the Contractor.

16.1.9 If the Contractor does not meet all of the Transition Plan requirements found in this Article, the Contractor **will permanently forfeit 100%** of all Claims Administrative Fees (prorated on a daily basis) from the due date of the Transition Plan requirements to the date the Transition Plan requirements are completed to the satisfaction of the FUND.

ARTICLE XVII: AUDIT AUTHORITY

In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

17.1.0 The Contractor acknowledges that the FUND has the authority to conduct financial and performance audits of the Contractor's delivery of NYSIF Program services in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities;

17.2.0 Such audit activity may include, but not necessarily be limited to, the following activities:

17.2.1 Review of the Contractor's activities and records relating to the documentation of its performance under this Agreement in areas such as determination of Claimant eligibility and application of various FUND program administrative features,

17.2.2 Comparison of the information in the Contractor's enrollment file to that on the enrollment reports issued to the Contractor by the FUND.

17.2.3 Assessment of the Contractor's information, utilization and demographic systems to the extent necessary to verify accuracy of data on the reports provided to the FUND in accordance with Article XV "Reports and Claim Files," of this Agreement.

17.3.0 The Contractor shall maintain and make available documentary evidence necessary to perform such reviews. Documentation maintained and made available by the Contractor may include, but

is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation, pertinent contracts, Key Subcontracts, provider agreements, and correspondence;

17.4.0 The Contractor shall make available for audit all data in its computerized files that is relevant to and subject to the Agreement. Such data may, at the FUND's discretion, be submitted to the FUND in machine-readable format, or the data may be extracted by the FUND, or by the Contractor under the direction of the FUND;

17.5.0 The Contractor shall, at the FUND's request, and in a time period specified by the FUND, search its files, retrieve information and records, and provide to the auditors such documentary evidence as they require. The Contractor shall make sufficient resources available for the efficient performance of audit procedures;

17.6.0 The Contractor shall comment on the contents of any audit report prepared by the FUND and transmit such comments in writing to the FUND within 30 days of receiving any audit report. The response will specifically address each audit recommendation. If the Contractor agrees with the recommendation, the response will include a work plan and timetable to implement the recommendation. If the Contractor disagrees with an audit recommendation, the response will give all details and reasons for such disagreement. Resolution of any disagreement as to the resolution of an audit recommendation shall be subject to the dispute resolution procedures set forth in Appendix B of this Agreement.

17.7.0 If the Contractor has an independent audit performed of the records relating to this Agreement, a certified copy of the audit report shall be provided to the FUND within ten (10) Days after receipt of such audit report by the Contractor.

17.8.0 The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the OSC as set forth in either Appendix A of this Agreement, Standard Clauses for All New York State Contracts, or Appendix B, Standard Clauses for All FUND Contracts.

ARTICLE XVIII: CONFIDENTIALITY

In addition to the Confidentiality requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

18.1.0 All claims and enrollment records relating to the Agreement are confidential and shall be used by the Contractor solely for the purpose of carrying out its obligations under the Agreement, for measuring the performance of the Contractor in accordance with the performance guarantees set forth in Article VII of this Agreement, and for providing the FUND with material and information as may be specified elsewhere in this Agreement;

18.2.0 Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Claimant, no records may be otherwise used or released to any party other than the FUND by the Contractor, its officers, Employees, agents, consultants or Key Subcontractors either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the FUND, be grounds for termination of the Agreement;

18.3.0 The Contractor, its officers, Employees, agents, consultants and/or any Key Subcontractors agree to comply, during the performance of the Agreement, with all applicable Federal and State privacy, security and confidentiality statutes, including but not limited to the Personal Privacy Protection Law (New York Public Officer's Law Article 6-A, as amended), and its implementing regulations, policies and requirements, for all material and information obtained by the Contractor through its performance under the Agreement, with particular emphasis on such information relating to Claimants;

18.4.0 The Contractor shall be responsible for assuring that any Agreement between the Contractor and any of its officers, Employees, agents, consultants and/or Key Subcontractors contains a provision that strictly conforms to the various confidentiality provisions of this Agreement; and

18.5.0 The Contractor shall promptly advise the FUND of all requests made to the Contractor for information regarding the performance of services under this Agreement, including, but not limited to, requests for any material and information provided by the FUND except as required by Key Subcontractors or agents solely for the purpose of fulfilling the Contractor's obligations under this Agreement or as required by law.

ARTICLE XIX: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

19.1.0 For purposes of this Article, the term "Protected Health Information" ("PHI") means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the FUND or may be created or received by the Contractor on behalf of the FUND. All PHI received or created by the Contractor as a consequence of its performance under this Agreement is referred to herein collectively as "FUND's PHI."

19.2.0 The Contractor acknowledges that the FUND administers a Workers' Compensation Prescription Drug Program that term is defined in HIPAA's implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans include NYSHIP, which encompasses The Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these "covered entities" under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and The Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Contractor further acknowledges that the Contractor is a HIPAA "business associate" of the Department as a consequence of the Contractor's provision of services to and/or on behalf of the Department within the context of the Contractor's performance under this Agreement, and that the Contractor's provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Contractor's disclosure to the Department of individually identifiable health information as a consequence of the services performed under this Agreement.

19.3.0 ***Permitted Uses and Disclosures of the Department's PHI*****:** The Contractor may use and/or disclose the FUND's PHI solely in accordance with the terms of this Agreement. In addition, the Contractor may use the FUND's PHI to provide data aggregation services relating to the health care operations of the FUND. Further, the Contractor may use and disclose the FUND's PHI for the proper management and administration of the Contractor if such use is necessary for the

Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

19.4.0 ***Nondisclosure of the Department's PHI*****:** The Contractor shall not use or further disclose the FUND's PHI otherwise than as permitted or required by this Agreement or as otherwise required by law. The Contractor shall limit its uses and disclosures of PHI when practical to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.

19.5.0 ***Safeguards:*** The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for by this Agreement. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, or that it transmits on behalf of the FUND pursuant to this Agreement.

19.6.0 ***Breach Notification:***

19.6.1 ***Reporting:*** The Contractor shall report to the FUND any breach of unsecured PHI, including any use or disclosure of the FUND's PHI otherwise than as provided for by this Agreement, of which the Contractor becomes aware. Further, the Contractor shall report to the FUND any security incident of which it becomes aware. "Security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system. The Contractor shall notify the FUND within five (5) business days of the date the Contractor becomes aware of the event.

19.6.2 ***Required Information:*** The Contractor shall provide the following information to the FUND within ten (10) business days of discovery except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of

the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the FUND with the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) Days from the date of discovery:

19.6.2a the date of the breach incident;

19.6.2b the date of the discovery of the breach;

19.6.2c a brief description of what happened;

19.6.2d a description of the types of unsecured PHI that were involved;

19.6.2e identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;

19.6.2f a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and

19.6.2g any other details necessary to complete an assessment of the risk of harm to the individual.

19.6.3 The FUND will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed as a result of a breach, as well as the Secretary and the media, as required by 45 CFR Part 164.

19.6.4 The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the FUND upon request.

19.6.5 For purposes of this Agreement, “Unsuccessful Security Incidents” include activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of electronic PHI.

19.6.6 The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by this Agreement.

19.7.0 ***Associate’s Agents:*** The Contractor shall require all of its agents or Key Subcontractors to whom it provides the FUND’s PHI, whether received from the FUND or created or received by the

Contractor on behalf of the FUND, agree to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to the FUND's PHI under this Agreement.

19.8.0 ***Availability of Information to the Department:*** The Contractor shall make available to the FUND such information and documentation as the FUND may require regarding any disclosures of PHI by the Contractor to fulfill the FUND's obligations to provide access to, to provide a copy of, and to account for disclosures of the FUNDS's PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the FUND.

19.9.0 ***Amendment of the Department's PHI:*** The Contractor shall make the FUND's PHI available to the FUND as the FUND may require to fulfill the FUNDS's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the FUND, incorporate any amendments to the FUNDS's PHI into copies of the FUND's PHI as maintained by the Contractor.

19.10.0 ***Internal Practices*****:** The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the FUNDS's PHI, whether received from the FUND or created or received by the Contractor on behalf of the FUND, available to the FUND and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the FUND and/or the Secretary for purposes of determining the FUND's compliance with HIPAA and its implementing regulations.

19.11.0 ***Termination:***

19.11.1 This Agreement may be terminated by the FUND at the FUNDS's discretion if the FUND determines that the Contractor, as a business associate, has violated a material term of this Article or of the Agreement with respect to the Contractor's obligations under this Article.

19.11.2 ***Disposition of the Department's PHI:*** At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of the FUND's PHI, whether received from the FUND or created or received by the Contractor on behalf of the FUND, that the Contractor still maintains in any form and retain no copies of such information.

Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the FUND's PHI infeasible.

19.12.0 ***Indemnification:*** The Contractor agrees to indemnify, defend and hold harmless the State and the FUND and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Contractor or its employees, officers, Key Subcontractors, agents or other members of its workforce. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

19.13.0 ***Miscellaneous:***

19.13.1 ***Amendments*****:** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to achieve and maintain compliance with the requirements of the Regulations.

19.13.2 ***Survival*****:** The respective rights and obligations of Business Associate and Covered Entity under HIPAA as set forth in this Business Associate Agreement shall survive termination of this Agreement.

19.13.3 ***Regulatory References*****:** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified.

19.13.4 ***Interpretation*****:** Any ambiguity in this Agreement shall be resolved to permit covered entities to comply with HIPAA.

ARTICLE XX: NOTICES

20.1.0 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

20.1.1 via certified or registered United States mail, return receipt requested;

20.1.2 by facsimile transmission;

20.1.3 by personal delivery;

20.1.4 by expedited delivery service; or

20.1.5 by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York [Agency Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[Contractor Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

20.2.0 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

20.3.0 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices

under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Contractor: ______________________________

Contract Number: __________________________

Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page shall be attached to all other exact copies of this contract."

NEW YORK STATE INSURANCE FUND

Date: _______________ By: ______________________________

Name: XXXXXXXXXXXX

Title: ______________________________

SELECTED CONTRACTOR

Date: _______________ By: ______________________________

Name: ______________________________

Title: ______________________________

STATE OF)
) **ss:**
COUNTY OF)

On the ___________ day of __________________, ________, before me personally came ________________________________, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the _______________________ of __________________ the corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

My commission expires: _____________ ______________________________

NOTARY PUBLIC

Approved as to Form:

ERIC SCHNEIDERMAN
ATTORNEY GENERAL

By: ______________________________

Date: ______________________________

Approved:

THOMAS P. DINAPOLI
COMPTROLLER

By: ______________________________

Date: ______________________________

SECTION VIII: GLOSSARY OF TERMS

Affiliate means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

Ancillary Charge means the amount in addition to the applicable Copayment an Enrollee/Dependent will pay when purchasing a Brand Drug if an A-rated or authorized generic equivalent is available in the market. The amount represents the difference to the Program between the Discounted Ingredient Cost of the dispensed Brand Drug and the Discounted Ingredient Cost of the available generic equivalent if it had been dispensed, not to exceed the actual cost of the drug.

AWP means the [source identified in Offeror's Proposal] AWP Price for the eleven (11) digit NDC of the drug dispensed as of the date the Prescription was filled, unless the Parties mutually agree in writing to utilize a different source for AWP information.

Brand Drug means a Prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among the manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition. For The Empire Plan, SEHP, and the NYSIF's Pharmacy Benefits Management Program, the Contractor shall utilize the Procuring Agencies approved process to replicate the results of the methodology used by the Program as of January 1, 2012 for determining the appropriate classification of drugs consistent with this definition. The Excelsior Plan will utilize the Contractor's book of business PDL classification and tier placement for generic and brand name medications.

Brand For Generic means an additional feature of the Enhanced Flexible Formulary which allows a Brand-Name drug to be placed on the lowest copayment level and the new generic equivalent to be placed on the highest copayment level, or excluded, when advantageous to the DCS Program.

Business Day(s) means every Monday through Friday, except for days designated as Business Holidays.

Business Holiday(s) means days designated by the Contractor as business holidays and approved as such by the State prior to January 1 of each Calendar Year.

Calendar Year/Annual means a period of 12 months beginning with January 1 and ending with December 31.

Call Center Hours means 24 hours a Day, 365 days a year.

Child(ren) means children under 26 years of age, including natural children, legally adopted children, children in a waiting period prior to finalization of adoption, Enrollee stepchildren and children of the Enrollee's domestic partner. Other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation.

Claimant means an injured employee who sustains an at-injury accident (loss) while in the employ of individuals or companies that have workers' compensation insurance policies with NYSIF.

Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s) means a drug with two or more ingredients (solid, semi-solid or liquid), at least one of which is a Covered Drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluents(s), ratios or amounts of product, therapeutic use, and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by the Program.

Contractor means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to this RFP and who executes an Agreement with the Department to provide Program Services.

Controlled Drug means drugs designated by Federal Law or New York State law as a Class I, II, III, IV, or V substance. A Controlled Drug includes but is not limited to: some tranquilizers, stimulants, and pain medications.

Copayment (DCS only) means the amount the Enrollee/Dependent is required to pay for Covered Generic, Preferred and Non-Preferred Brand Drugs as specified by the benefit design of the Program. The actual payment amount required from the Enrollee/Dependent for a Prescription may not exceed the Ingredient Cost of the drug to the Plan after application of the Program's Lesser of Logic provision plus the applicable dispensing fee.

Covered Drug(s) DCS Program: means medically necessary Prescription drugs as defined in the Summary Plan Description, subject to all limitations and exclusions set forth therein. NYSIF Program: means medically necessary and appropriate drugs that are causally related to the loss.

Day(s) means calendar days unless otherwise noted.

DCS or Department means the New York State Department of Civil Service.

DCS Program(s)/Plan means the New York State Health Insurance Program's Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program and Student Employee Health Program (SEHP) Prescription Drug Program.

Dedicated Call Center means a group of Customer Service Representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the Programs. The Customer Service Representatives are dedicated to the Programs and do not work on any other accounts.

Dependent means the spouses, domestic partners, and children under twenty-six (26) years of age of an Enrollee. Young adult dependent children age twenty-six (26) or over are also eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the DCS Program.

Dependent Survivor means the unremarried spouse, dependent child, or domestic partner who has not acquired another domestic partner, of an Enrollee who died after having had at least ten (10) years of service, who were covered as dependents of the deceased Enrollee at the time of the Enrollee's death and who elect to continue coverage under NYSHIP following the three (3) month extended benefits period.

Designated Specialty Pharmacy means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor to provide certain Specialty Drugs/Medications. All facilities must meet all legal and contractual requirements as set forth in the Agreements.

Designated Specialty Pharmacy Hard Edit means a Network Pharmacy claims adjudication edit that will result in denial of the claim for a Specialty Drug/Medication under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

Designated Specialty Pharmacy Passive Edit means a Network Pharmacy claims adjudication edit that will prompt processing of the claim at the Designated Specialty Pharmacy but will permit continued processing and coverage for a Specialty Drug/Medication at the Network Pharmacy under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

Disabled Lives Benefit means the benefits provided to an Enrollee/Dependent who is Totally Disabled on the date coverage ends. The benefits are provided on the same basis as if coverage had continued with no change until the day the Enrollee/Dependent is no longer Totally Disabled or for ninety (90) days after the date the coverage ended, whichever is earlier.

Discounted Ingredient Cost(s) means the cost to the Plan for a specific drug or drugs dispensed to an Enrollee/Claimant after the Contractor has applied the appropriate discount exclusive of any associated dispensing fee(s), sales tax, or Copayments.

Employee means “Employee” as defined in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.

Employer means “Employer” as defined in 4 NYCRR Part 73, as amended.

Employer Group Waiver Plan (EGWP) means a Medicare Part D program in which the Contractor contracts with the Center for Medicare and Medicaid Services directly to provide prescription drug benefits, replicating the current Empire Plan prescription drug benefit structure, for Medicare primary Enrollee/Dependents.

Enhanced Flexible Formulary means a Flexible Formulary Drug List which includes the ability to place drugs on the appropriate Copayment level based on their economic and therapeutic value, including placement of Brand Drugs on the lowest Copayment level and to exclude Generic Drugs or place them on a higher Copayment level.

Enrollee/Claimant means an "Employee" or "Dependent" enrolled in the Program with prescription drug benefits, or an injured employee who sustains an at-injury accident (loss) while in the employ of individuals or companies that have workers' compensation insurance policies with NYSIF.

Enrollee Submitted Claim(s) or Subscriber Claims means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.

ET means prevailing Eastern Time.

Final Paid Claim means a claim processed and paid by the Contractor for a Prescription drug provided to an Enrollee/Claimant, including but not limited to, claims for Prescriptions filled at a Retail Pharmacy or through the Mail Service Pharmacy Process or the Specialty Pharmacy Process. A claim that is denied prior to processing is not considered a Final Paid Claim. In addition, a claim that is processed and paid but is subsequently voided, reversed, or otherwise adjusted is not a Final Paid Claim. Zero balance claims are considered Final Paid Claims.

First Fill means an Enrollee/Claimant's initial or very first dispensing of a Specialty Drug/Medication covered under the Program's Specialty Pharmacy Program.

Flexible Formulary Drug List means a Preferred Drug List in which Brand Drugs may be assigned to different copayment levels based on value to the Program and clinical judgment. In some cases, drugs may be excluded from coverage if a Therapeutic Equivalent or Over-The-Counter Drug is available.

GCN means Generic Code Number as assigned by First Data Bank.

Generic Drug means a prescription drug sold under its chemical name or drug sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug. The term Generic Drug shall include "authorized generics" marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug. Any drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of biologic drugs shall be classified as a Generic Drug. For The Empire Plan, SEHP, and NYSIF's Pharmacy Benefits Management Program, the Contractor shall utilize a Procuring Agencies approved process to replicate the results of the methodology used by the Program as of January 1, 2012, for determining the appropriate classification of drugs. The Excelsior Plan will utilize the Contractor's book of business PDL classification and tier placement for generic and brand name medications.

Grace Period means a period of time, representing 30 Days.

Grace Period for Specialty Drugs means the period of time during which Enrollees/Claimants may receive one fill of a Specialty Drug/Medication at a Pharmacy other than the Designated Specialty Pharmacy.

Guaranteed Discount(s) means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand Drugs expressed as a percent off of AWP dispensed through the Mail Service Pharmacy Process. For Specialty Drug/Medications dispensed through the Specialty Pharmacy Process, Guaranteed Discounts means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand and Generic Drugs expressed as a percent off of AWP.

Guaranteed Maximum Dispensing Fee(s) represents the quoted dispensing fee(s) the Contractor guarantees that the actual average dispensing fee assessed under Pass Thru Pricing will not exceed. This Guaranteed Maximum Dispensing Fee(s) is applicable to the Program for Generic, Brand and Compound Drugs, calculated separately, for prescriptions dispensed by Retail Network Pharmacies.

Guaranteed Minimum Discount(s) means the guaranteed Ingredient Cost discount(s) as expressed as a percent off of the aggregate AWP and is applicable to Generic and Brand Drugs separately, dispensed through the Retail Pharmacy Network as well as Generic Drugs dispensed through the Mail Service Pharmacy Process.

Hard Edit means a Network Pharmacy claims adjudication edit that will result in denial of the claim.

Ingredient Cost(s) means the cost to the Programs for a specific drug, or drugs dispensed to an Enrollee/Claimant exclusive of any associated dispensing fee(s), other costs, or Copayments through application of the Programs' Lesser of Logic.

Instant Enrollment/Short Fill Service means allowing Claimants covered by NYSIF immediate acceptance by any pharmacy in the Contractor's network in order to provide a limited number of cost-effective medications.

Key Subcontractor means those vendors with whom the Contractor subcontracts to provide Program Services and incorporates as a part of the Contractor's Project Team.

Lesser of Logic means the methodology for charging the Program for Prescriptions. Retail Generic Prescriptions assigned a MAC price shall be charged to the Programs at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary); the AWP Discounted Ingredient Cost contracted with the Network Pharmacy plus dispensing fee; the Maximum Allowable Cost plus dispensing fee; or the WCB Fee Schedule (NYSIF Program only). Retail Brand Prescriptions and Generic Prescriptions that are not assigned a MAC price shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); the AWP Discounted Ingredient Cost contracted with the Network Pharmacy plus dispensing fee; the Pharmacy-submitted Ingredient Cost plus dispensing fee, or the WCB Fee Schedule (NYSIF Program only). Mail Service Pharmacy Generic Prescriptions shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary Price (no dispensing fee is to be paid on claims when the pricing basis is Usual and Customary; the Minimum Guaranteed Discounted Ingredient Cost off of AWP pertaining Mail Service Pharmacy Brand prescriptions for those Mail Service Generic prescription not assigned a MAC plus dispensing; the Maximum Allowable Cost for Chain/Mail Pharmacy plus dispensing fee; or the WCB Fee Schedule (NYSIF Program only). Mail Service Pharmacy Brand and Specialty Pharmacy Brand and Generic Prescriptions shall be charged to the Plan at the following Lesser of Logic: the lowest of the Pharmacy-Submitted Ingredient Cost plus dispensing fee; the Pharmacy's Usual and Customary

Price (no dispensing fee is to be paid on claims when the pricing basis is usual and customary); the Guaranteed Discounted Ingredient Cost off of AWP plus dispensing fee; or the WCB Fee Schedule (NYSIF Program only). Once the Lesser of Logic has been applied, the pricing methodology resulting in the lowest claim cost to the Plan is determined, and to that amount any applicable sales tax is added and the applicable Copayment and any ancillary fee resulting from application of the Program's Mandatory Generic Substitution provisions are deducted.

(Amended April 4, 2012)
Limited Distribution Drug means a Specialty Drug/Medication whose distribution is limited by the manufacturer to select Pharmacies and as a result of this restriction is not available to be dispensed from the Designated Specialty Pharmacy and/or Mail Service Pharmacy.

Mail Service Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees/Claimants through the mail or other home delivery service, excluding any drug eligible under the Specialty Pharmacy Process. For those employee groups not participating in the Specialty Pharmacy Process, the Mail Service Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees/Claimants through the mail or other home delivery service including any drug that could be classified as a Specialty Drug/Medication, or that require special preparation or handling, using one or more Mail Service Pharmacy Process Facilities or other entities approved as distribution channels for dispensing Limited Distribution Drugs to Enrollees/Claimants through the Mail Service Pharmacy Process. Prescriptions are considered to be submitted through the Mail Service Pharmacy Process if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility. All Prescriptions filled through the Mail Service Pharmacy Process shall be processed in strict accordance with the provisions of the Agreement including all pricing provisions related to the Mail Service Pharmacy Process. Prescriptions dispensed through the Retail Pharmacy Network and delivered to the Enrollee/Claimant through the mail shall not be considered to have been filled through the Mail Service Pharmacy Process provided the Enrollee/Claimant or his/her Physician presented the Prescription directly to the dispensing Network Pharmacy. The Contractor or its Key Subcontractor will not refer an Enrollee/Claimant or his/her Physician to a retail Pharmacy without also making the Enrollee/Claimant aware of the Mail Service Pharmacy Process.

Mail Service Pharmacy Process Facility(ies) means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor capable of being utilized by the Contractor in the Mail Service Pharmacy Process, including any mail service intake facility. For those employee groups participating in the Specialty Pharmacy Process, the Designated Specialty Pharmacy is not considered a Mail Service Pharmacy Process Facility. All facilities must meet all legal and contractual requirements.

Maximum Allowable Cost means the maximum price the Programs shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the Program's MAC List managed by the Contractor.

Medically Necessary Drug means any drug which, as determined by the Contractor, is: (i) provided for the diagnosis or treatment of a medical condition; (ii) appropriate for the symptoms, diagnosis or treatment of a medical condition; (iii) within the standards of generally accepted health care practice; and (iv) not used for cosmetic purposes.

Medical Professional(s) means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) licensed without limitation or restriction to practice medicine. For benefits provided in the Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

Narrow Therapeutic Index (NTI) Drugs means a drug that small variances in blood levels can cause changes in the effectiveness or toxicity of that drug.

NDC means the National Drug Code number assigned to a pharmaceutical product obtained by the manufacturer of the product through a U.S. Food and Drug Administration administered process.

Network Pharmacy means a Pharmacy, other than those Pharmacies meeting the definition of Mail Service Pharmacy Process Facilities or a Designated Specialty Pharmacy, which has entered into an agreement with the Contractor, or any Affiliate of the Contractor or Key Subcontractor or any Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees/Claimants, including limited distribution or Specialty Drugs. The Contractor's records shall be conclusive as to whether a Pharmacy has a Network Pharmacy agreement in effect on the date a drug is dispensed.

Non-Network Pharmacy means any Pharmacy, other than a Network Pharmacy, a Mail Service Pharmacy Process Facility or a Designated Specialty Pharmacy, which has not entered into an agreement with the Contractor, or any Affiliate of the Contractor or a Key Subcontractor or any Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees/Claimants. The DCS Programs have no obligation to pay the Pharmacy; the Enrollee must file a claim form with the Contractor in order to receive reimbursement for Covered Drugs dispensed by a Non-Network Pharmacy.

Non-Preferred Drug means an FDA approved prescription drug that is covered by the Program in accordance with the Program Summary Plan Description, but is not included on the Contractor's and/or its Key Subcontractor's Preferred Drug List and will result in a higher drug Copayment for Enrollees/Dependents.

NYS means New York State.

NYSHIP means the New York State Health Insurance Program.

NYSIF or Fund means the New York State Insurance Fund.

Offeror means a person or entity that submits a Proposal in response to this RFP.

Over-The-Counter Drug (OTC) means a drug approved by the FDA, which has been determined to be safe and effective for use by the general public without a Doctor's Prescription.

Participating Agency (PA) means any unit of local government such as school districts, special districts and district or municipal corporations which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

Participating Employer (PE) means a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

Pass-through Pricing means the Program is charged the same Ingredient Cost and/or dispensing fee paid to the dispensing Network Pharmacy or Mail Service Pharmacy for the Generic, Brand or Compound Drug dispensed.

Pharmacist means a person who is legally licensed to practice the profession of Pharmacy. He or she must regularly practice such profession within the scope of their license.

Pharmacy or Pharmacies means any establishment, which is registered as a Pharmacy with the appropriate State licensing agency or is a Veterans Affairs Hospital Pharmacy, and regularly dispenses medications that require a Prescription from a Physician.

Program Services or Pharmacy Benefit Services means all of the services to be provided by the Contractor as set forth in this RFP.

Pharmacy Submitted Ingredient Cost or Pharmacy Submitted Pricing or Submitted Cost means the value entered by the Pharmacy in field 409, 'Ingredient Cost Submitted' of Telecommunication Standard Version 5.1 issued by the National Council for Prescription Drug Programs, Inc. For purposes of adjudication of Compound claims the value shall be no more than the total AWP of all ingredients in the Compound.

Pharma Revenue means any and all revenues generated from agreements between pharmaceutical manufacturers and the Contractor, or any Affiliate of the Contractor or any Key Subcontractor or any Key Subcontractor of the Contractor, which relate to Program utilization and/or Pharmacy Benefit Services provided under the Agreements. Such revenues include revenue described by any name, but not limited to, revenues described as: formulary rebates, market share rebates, administrative fees, AWP caps or by any other name.

Physician means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.). He or she must be legally licensed without limitations or restrictions, to practice medicine. For benefits provided in the Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

Plan/Program means The Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program, and Student Employee Health Plan (SEHP) Prescription Drug Program administered by the New York State Department of Civil Service, AND the Workers' Compensation Pharmacy Benefits Management program administered by the New York State Insurance Fund.

Plan Sponsor means the Council on Employee Health Insurance, which is composed of the President of the Civil Service Commission, Director of the Governor's Office of Employee Relations, and the Director of the Division of Budget.

Plan Year means the period from January 1st to December 31st in each Plan Year, unless specified otherwise by the DCS.

Preferred Brand Drug means a FDA approved brand name prescription drug that is included on the Preferred Drug List developed by the Contractor for the Program.

Preferred Drug List or PDL means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the Programs. Unless otherwise specified, this definition applies to all five of the Program's PDLs including: (1) the Traditional Empire Plan PDL (which applies to employee groups who have not agreed to implementation of a Flexible Formulary Drug List); (2) Flexible Formulary Drug List; (3) Enhanced Flexible Formulary; (4) Contractor's book of business PDL which applies to Enrollees/Dependents with Excelsior Plan benefits (Excelsior Plan PDL); and the (5) NYSIF PDL.

Prescription/Prescription Order means the written or oral request for drugs issued by a Physician duly licensed to make such a request in the ordinary course of his or her professional practice. This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.

President means the President of the Civil Service Commission and the Commissioner of the DCS.

Procuring Agencies means the DCS acting in its statutory authority as the administrator of NYSHIP's Empire Plan, Excelsior Plan, and Student Employee Health Plan Prescription Drug Program, and the NYSIF acting in its statutory authority as the administrator of the NYS Workers' Compensation Pharmacy Benefits Management Program.

Program MAC List means the Program's specific Maximum Allowable Cost (MAC) List managed by the Contractor to set the maximum price the Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the Program MAC List.

Program Services or Pharmacy Benefit Services means all of the services to be provided by the Contractor as set forth in this RFP.

Program Team means the Contractor and those Key Subcontractors, if any, utilized by the Contractor who collectively undertake and perform the Program Services which are the subject of the Agreement.

Proposal means the Contractor's Administrative Proposal, Technical Proposal, and Cost Proposal, including all responses to supplemental requests for clarification, information, or documentation, submitted during the course of the Procurement.

Regulations of the President of the New York State Civil Service Commission means those regulations promulgated by the President of the Civil Service Commission under the authority of Civil Service Law, Article XI, as amended, and including, but not limited to those regulations to be promulgated as 4 New York Code of Rules and Regulations (NYCRR) Part 73.

Renewal Date means January 1, 2015, and annually thereafter up to and including January 1, 2018.

Retail Pharmacy Network means the Contractor's credentialed network of participating independent, chain Pharmacies, and specialty Pharmacies contracted to deliver services to Enrollees/Claimants.

Retiree means any person defined as a Retiree pursuant to the terms of 4 NYCRR Part 73, as amended.

RFP or Procurement means the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs."

Specialty Drugs/Medications means drugs that treat rare disease states; drugs requiring special handling, special administration, or intensive patient monitoring/testing; biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or, other drugs used to treat patients with chronic or life threatening diseases identified as specialty medications through the mutual agreement of the Parties.

Specialty Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees/Claimants through the Designated Specialty Pharmacy or a Limited Distribution Drug Pharmacy, for those employee groups participating in the

specialty pharmacy benefit. Prescriptions are considered to be submitted through the Specialty Pharmacy Process if they are a Limited Distribution Drug submitted directly to the Limited Distribution Drug Pharmacy, or if they are a Specialty Drug/Medication submitted directly to the Designated Specialty Pharmacy, by phone, fax, internet, e-prescribing or mail.

State means New York State as a whole.

Summary Plan Description(s) (SPD) means the document(s) issued pursuant to and attached by reference to the Agreement. The SPD is issued to Enrollees/Dependents and describes Program benefits. The SPD includes the initial SPD and amendments, if any.

Therapeutically Equivalent means drugs that can be expected to produce essentially the same therapeutic outcome and toxicity.

Traditional Preferred Drug List means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the employee groups who have not agreed to implementation of the Flexible Formulary Drug List.

Usual and Customary (U&C) means the retail price of a drug charged to the general public as submitted by the dispensing Pharmacy during claims processing.

Vestee means a former Employee who is entitled to continue benefits under NYSHIP because he/she has met all the requirements for NYSHIP coverage as a Retiree, except for age eligibility for pension, at the time employment terminates.

WCB means the New York State Workers' Compensation Board.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX B

STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

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1. INTEGRATION

The contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as the Agreement. The Agreement, including all Exhibits and Appendices, including this Appendix B, copies of which are attached thereto, and incorporated therein by reference, constitutes the entire agreement between the Parties for the purpose of the fulfillment of Program Services or Project Services. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by the Department shall be deemed to be representations and not warranties.

2. EXECUTORY PROVISION

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars ($50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if the Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

3. CHOICE OF LAW

The Parties agree that the Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against the Department arising from the Agreement in New York State courts located in Albany County.

4. DISPUTE RESOLUTION

Except as otherwise provided in the Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under the Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the President of the Civil Service Commission (President). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the President shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the President a written appeal. In the event of an appeal, the President shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the President shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 proceeding hereunder, both Parties shall proceed diligently with the performance of the Agreement in accordance with the President's decision.

5. WAIVER OF BREACH

No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

6. NEW YORK STATE REQUIREMENTS

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to the Agreement.

7. OUTSIDE OF SCOPE

The Contractor agrees that any and all work performed outside the scope of the Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

8. NON-ASSIGNABILITY

Neither the rights nor the obligations of the Contractor under the Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the Department.

9. NOTIFICATION

All notices permitted or required by the Agreement to be given by one Party to the other shall be in writing and shall be transmitted either (1) via certified or registered mail, return receipt requested; (2) by facsimile transmission; (3) by personal delivery; (4) by expedited delivery service; or (5) by e-mail.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the Department, the State, its officers, agents and employees, for any claims or losses the Department, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of the Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless the Department and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under the Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement" of this Appendix B.

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of the Agreement or any provision hereof.

The Department does not agree to any indemnification provisions in any documents attached hereto that require the Department or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in the Agreement, neither the Department nor the Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract, warranty, or otherwise, arising out of or relating to either Party's acts or omissions under the Agreement.

11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the Department or the State for the infringement of United States patents, copyrights or proprietary rights arising from the Contractor's or the Department's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of the Agreement and, in any such suit, shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Department's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any software, equipment, materials and/or information under the Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by the Department to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of the Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

12. DATE/TIME WARRANTY

The Contractor warrants that products furnished pursuant to the Agreement shall be able to accurately process, date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the Agreement through a) ninety (90) days or b) the Contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under the Agreement for breach of warranty.

13. VIRUS WARRANTY

Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at the Department's site.

14. TITLE AND OWNERSHIP WARRANTY

The Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Product(s) transferred to the Department under the Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Department may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The Department's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

15. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

The Parties agree that all work by the Contractor for the Department is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and the Department. Furthermore, the Department and the Contractor agree that the State of New York and the Department are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and the Department that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to the Agreement, forfeits all past or future claims of title or ownership to the work produced.

Materials such as forms and publications used by the Contractor in the course of its performance under the Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.

16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES

For purposes of this Article, the term "Department" is understood to mean the Department acting on behalf of the State.

(A) Definitions

1. Product(s):
   A deliverable furnished under the Agreement by or through the Contractor, including existing and custom Product(s), including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. Existing Product(s):

Tangible Product(s) and intangible licensed Product(s) which exist prior to the commencement of work under the Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.

3. Custom Product(s):
Product(s), preliminary, final or otherwise, which are created or developed by the Contractor, or its subcontractors, partners, employees, or agents under the Agreement for the benefit of the Department.

(B) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in the Agreement. Unless otherwise specified in writing in the Agreement, the Department shall have ownership and/or license rights as follows:

1. Existing Product(s):
a) Hardware - Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.

b) Software - Title and ownership to Existing Software Product(s) delivered by the Contractor under the Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises the Department as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to the Department's satisfaction) and distribute Existing Licensed Product to the Department up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in the Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Department shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Product(s):
Effective upon creation of Custom Product(s), the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Product(s) are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Agreement in the course of the Contractor's business.

Where payment for Custom Product does not involve Certificates of Participation (COPS) pursuant to Article 5-A of the State Finance Law or other third party

financing, the Department may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, the Department shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.

In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.

3. Documentation, Data & Reports
The Department shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to the Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of the Department all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

(Amended 4/4/12)

17. FORCE MAJEURE

Neither Party to the Agreement shall be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slowdowns or other labor interruptions due to labor/management disputes involving entities other than the Parties to the Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. **In accordance with Article 6.14.10 of the Agreement, cases of fraud and/or abuse shall not qualify as a cause which is not reasonably foreseeable or beyond the control of a Party.** The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of the Agreement and to resume performance of the Agreement upon termination or cessation of such events.

18. TIME OF THE ESSENCE

The Department and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under the Agreement.

19. RIGHTS AND REMEDIES

The rights, duties and remedies set forth in the Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

20. FEDERAL AND STATE COMPLIANCE

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

The Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance

of the Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

21. TAXES

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

22. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of the Agreement shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of the Agreement, to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Department with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

23. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

24. HEADINGS OR CAPTIONS

The headings or captions contained within the Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of the Agreement or any provisions thereof.

25. PARTIAL INVALIDITY

Each Party agrees that it shall perform its obligations under the Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, the Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

26. CONFLICT OF INTEREST

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of the Agreement or in its delivery of services pursuant to the Agreement. If, during the term of the Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Should the Department thereafter determine that such employment is inconsistent with State law; the Department shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be canceled. Failure to

comply with these provisions may result in suspension or cancellation of the Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

27. AUDIT AUTHORITY

The Contractor acknowledges that the Department and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services (or Project Services) in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under the Agreement, and the review of any and all activities relating to the Contractor's performance and administration of the Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Agreement - Standards Clauses for All New York State Contracts.

28. CONFIDENTIALITY

All records maintained by the Contractor and relating to the Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under the Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of the Agreement.

The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under the Agreement, including any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under the Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this Article.

29. INFORMATION SECURITY REQUIREMENTS

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under the

Agreement (Private Information) that is within the control of the Contractor either on the Department's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA), Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and restore security of the System to prevent any further breaches. Contractor shall also notify the Department of any breach of the security of the System immediately following discovery of such breach.

Except as otherwise instructed by the Department, Contractor shall, to the fullest extent possible, first consult with and receive authorization from the Department prior to notifying any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC), the State Consumer Protection Board and the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all the costs associated with providing such notice. Contractor shall be liable for any other costs associated with noncompliance of ISBNA if caused by the Contractor or Contractor's agents, officers, employees, or subcontractors. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violation of the ISBNA. Additional information relative to the law and the notification process is available at:
http://www.cscic.state.ny.us/security/securitybreach

Contemporaneous with the execution of the Agreement, the Contractor and its designees shall execute the Department's Third Party Connection and Data Exchange Agreement and any other protocol required by the Department, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of the Agreement. This request may be waived by the Department in its sole discretion.

30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of the Contractor's performance under the Agreement. For purposes of the Agreement, all State information of which the Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for the Department shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

(a) information that is previously rightfully known to the receiving party without restriction on disclosure;
(b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
(c) information that is independently developed by the Contractor without use of confidential information of the State.

The Contractor shall hold the State and the Department harmless from any loss or damage to the State or the Department resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this Article, if requested to do so by the Department or the State.

This representation shall survive termination of the Agreement.

31. FREEDOM OF INFORMATION LAW

Disclosure of information and material provided to the Department by the Contractor in the course of the Contractor's performance under the Agreement shall be permitted consistent with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. The Department shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under the Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to the Department constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter, on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this Article.

The Department's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

32. TERMINATION OF AGREEMENT

In addition to any termination provisions specified elsewhere in the Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the Agreement.

The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt

requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination or received either orally or in writing by the Contractor from the Department.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of the Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under the Agreement. In addition, each Party shall assist the other Party in orderly termination of the Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

33. CONTRACTOR PERSONNEL

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under the Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of the Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of the Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to the Department an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify the Department in writing of any changes in the key personnel designated for performance of the Agreement. This shall include any changes in the personnel designated to bind the Contractor.

The Department reserves the right to demand the reassignment or cancellation of assignment to duties under the Agreement of any Contractor personnel so assigned. The Department shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled with an employee of equal or better qualifications. If the Department exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

34. OPERATIONAL CONTACTS

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an organization capable of delivering Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which Program Services are to be delivered pursuant to the Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to the Department's operations,

financial and legal staff, respectively. For purposes of the Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between the Department and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under the Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor specifically identified in the Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by the Department relative to the the Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from the Department's Contract Manager.

35. SUBCONTRACTING

If allowed in the solicitation instrument (e.g., Request for Proposal, Invitation for Bids, etc.) that results in the Agreement, the Contractor may arrange for specified portion(s) of its responsibilities under the Agreement to be subcontracted to a Key Subcontractor(s). A "Key Subcontractor" means that vendor(s) with whom the Contractor subcontracts to provide any portion of Program Services. If the Contractor determines to subcontract a portion(s) of Program Services, the Key Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by the Contractor to the Department. The Contractor retains ultimate responsibility for all Program Services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement including, but not be limited to, the body of the Agreement, Appendix A - Standard Clauses For All New York State Contracts, Appendix B - Standard Clauses for All Department Contracts and if applicable as determined by the Department, Appendix C - Third Party Connection and Data Exchange Agreement. Unless waived in writing by the Department, all subcontracts between the Contractor and a Key Subcontractor shall expressly name the State of New York, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract with a Key Subcontractor, as well as any amendments to said subcontract(s), and this right shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the Key Subcontractor or proposed Key Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Key Subcontractor(s) is in compliance with all of the provision of this Article and any subcontract provisions contained in the Agreement. In addition to other remedies allowed by law, the Department reserves the right to terminate the Agreement for cause if an executed subcontract does not contain all of the provisions/statements stipulated above. If during the term of the Agreement, any executed subcontract between the Contractor and a Key Subcontractor is amended, the Contractor shall, within 30 calendar days of such amendment, provide a copy to the Department.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Key Subcontractor or

which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

36. PUBLICITY AND COMMUNICATIONS

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of the Department receive prior written authorization from the Department.

No public discussion or news releases relating to the Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of the Department, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

37. CONSULTANT DISCLOSURE REQUIREMENTS

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of the Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15th of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 – Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k

The Contractor certifies that all information that it has provided or will provide to the Department pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other violations of SFL section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

The Department reserves the right to terminate the Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j or 139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its right to terminate the Agreement by providing written notification to the Contractor in accordance with Article 9 of this Appendix B.

39. VENDOR RESPONSIBILITY

The Contractor is required to provide the Department with an updated Vendor Responsibility Questionnaire when requested to do so by the Department throughout the term of the Agreement. Regardless, the Contractor is required to report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES

In the event the value of the Agreement exceeds $100,000, the Contractor must file a properly completed Form ST-220-CA with the Department and a properly completed Form ST-220-TD with the Department of Taxation & Finance before the Agreement may take effect.

In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Agreement's term is renewed; further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

41. CONTRACT PAYMENT

Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Agreement, the Department and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under the Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

May 2011

APPENDIX B

STANDARD CLAUSES FOR ALL NYSIF CONTRACTS

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1. INTEGRATION

The contract executed between New York State Insurance Fund (NYSIF) and the Contractor (or Purchase Order issued by NYSIF) is hereinafter referred to as the Agreement. The Agreement, including all Exhibits and Appendices, including this Appendix B, copies of which are attached thereto, and incorporated therein by reference, constitutes the entire agreement between the Parties for the purpose of the fulfillment of Program Services or Project Services. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by NYSIF shall be deemed to be representations and not warranties.

2. EXECUTORY PROVISION

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars ($50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if the Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

3. CHOICE OF LAW

The Parties agree that the Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against NYSIF arising from the Agreement in New York State courts located in Albany County.

4. DISPUTE RESOLUTION

Except as otherwise provided in the Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under the Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the Executive Director of NYSIF (Executive Director). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the Executive Director shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the Executive Director a written appeal. In the event of an appeal, the Executive Director shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the Executive Director shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 proceeding hereunder, both Parties shall proceed diligently with the performance of the Agreement in accordance with the Executive Director’s decision.

5. WAIVER OF BREACH

No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

6. NEW YORK STATE REQUIREMENTS

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to the Agreement.

7. OUTSIDE OF SCOPE

The Contractor agrees that any and all work performed outside the scope of the Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

8. NON-ASSIGNABILITY

Neither the rights nor the obligations of the Contractor under the Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of NYSIF.

9. NOTIFICATION

All notices permitted or required by the Agreement to be given by one Party to the other shall be in writing and shall be transmitted either (1) via certified or registered mail, return receipt requested; (2) by facsimile transmission; (3) by personal delivery; (4) by expedited delivery service; or (5) by e-mail.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless NYSIF, the State, its officers, agents and employees, for any claims or losses NYSIF, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of the Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless NYSIF and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under the Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement" of this Appendix B.

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of the Agreement or any provision hereof.

NYSIF does not agree to any indemnification provisions in any documents attached hereto that require NYSIF or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in the Agreement, neither NYSIF nor the Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract, warranty, or otherwise, arising out of or relating to either Party's acts or omissions under the Agreement.

11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against NYSIF or the State for the infringement of United States patents, copyrights or proprietary rights arising from the Contractor's or NYSIF's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of the Agreement and, in any such suit, shall satisfy any final judgment for such infringement. NYSIF shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with NYSIF's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against NYSIF arising out of a claim that NYSIF's use of any software, equipment, materials and/or information under the Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by NYSIF to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of the Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify NYSIF and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

12. DATE/TIME WARRANTY

The Contractor warrants that products furnished pursuant to the Agreement shall be able to accurately process, date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the Agreement through a) ninety (90) days or b) the Contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under the Agreement for breach of warranty.

13. <u>VIRUS WARRANTY</u>

Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at NYSIF's site.

14. <u>TITLE AND OWNERSHIP WARRANTY</u>

The Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Product(s) transferred to NYSIF under the Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. NYSIF may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. NYSIF's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

15. <u>USE RESTRICTIONS AND INTELLECTUAL PROPERTY</u>

The Parties agree that all work by the Contractor for NYSIF is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and NYSIF. Furthermore, NYSIF and the Contractor agree that the State of New York and NYSIF are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and NYSIF that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to the Agreement, forfeits all past or future claims of title or ownership to the work produced.

Materials such as forms and publications used by the Contractor in the course of its performance under the Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.

16. <u>OWNERSHIP/TITLE TO PRODUCT DELIVERABLES</u>

For purposes of this Article, the term "Department" is understood to mean NYSIF acting on behalf of the State.

(A) Definitions

1. <u>Product(s):</u>

   A deliverable furnished under the Agreement by or through the Contractor, including existing and custom Product(s), including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. <u>Existing Product(s):</u>

Tangible Product(s) and intangible licensed Product(s) which exist prior to the commencement of work under the Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.

3. Custom Product(s):
Product(s), preliminary, final or otherwise, which are created or developed by the Contractor, or its subcontractors, partners, employees, or agents under the Agreement for the benefit of NYSIF.

(B) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by NYSIF to perform services detailed in the Agreement. Unless otherwise specified in writing in the Agreement, NYSIF shall have ownership and/or license rights as follows:

1. Existing Product(s):
a) Hardware - Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.

b) Software - Title and ownership to Existing Software Product(s) delivered by the Contractor under the Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to NYSIF in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant NYSIF a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises NYSIF as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to NYSIF's satisfaction) and distribute Existing Licensed Product to NYSIF up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in the Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. NYSIF shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Product(s):
Effective upon creation of Custom Product(s), the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Product(s) are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Agreement in the course of the Contractor's business.

Where payment for Custom Product does not involve Certificates of Participation (COPS) pursuant to Article 5-A of the State Finance Law or other third party financing, NYSIF may, by providing written notice thereof to the Contractor, elect

in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, NYSIF shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.

In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.

3. Documentation, Data & Reports
NYSIF shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to the Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of NYSIF all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

17. FORCE MAJEURE

Neither Party to the Agreement shall be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slowdowns or other labor interruptions due to labor/management disputes involving entities other than the Parties to the Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of the Agreement and to resume performance of the Agreement upon termination or cessation of such events.

18. TIME OF THE ESSENCE

NYSIF and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under the Agreement.

19. RIGHTS AND REMEDIES

The rights, duties and remedies set forth in the Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

20. FEDERAL AND STATE COMPLIANCE

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

The Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance of the Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

21. TAXES

It shall be understood that NYSIF, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or

imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through NYSIF's normal business operations.

22. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of the Agreement shall act in an independent capacity and not as agents, officers or employees of the State or NYSIF. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of the Agreement, to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide NYSIF with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

23. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

24. HEADINGS OR CAPTIONS

The headings or captions contained within the Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of the Agreement or any provisions thereof.

25. PARTIAL INVALIDITY

Each Party agrees that it shall perform its obligations under the Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, the Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

26. CONFLICT OF INTEREST

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of the Agreement or in its delivery of services pursuant to the Agreement. If, during the term of the Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify NYSIF in writing immediately. Should NYSIF thereafter determine that such employment is inconsistent with State law; NYSIF shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be canceled. Failure to comply with these provisions may result in suspension or cancellation of the Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the

applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

27. AUDIT AUTHORITY

The Contractor acknowledges that NYSIF and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services (or Project Services) in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under the Agreement, and the review of any and all activities relating to the Contractor's performance and administration of the Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Agreement - Standards Clauses for All New York State Contracts.

28. CONFIDENTIALITY

All records maintained by the Contractor and relating to the Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under the Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of NYSIF, be grounds for termination of the Agreement.

The Contractor shall promptly advise NYSIF of all requests made to the Contractor for information regarding the performance of services under the Agreement, including any information provided by NYSIF, except as required by subcontractors or agents solely for the purpose of carrying out obligations under the Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this Article.

29. INFORMATION SECURITY REQUIREMENTS

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under the Agreement (Private Information) that is within the control of the Contractor either on NYSIF's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA), Contractor shall immediately commence an investigation, in cooperation with NYSIF, to determine the scope of the breach and restore security of the System to prevent any further

breaches. Contractor shall also notify NYSIF of any breach of the security of the System immediately following discovery of such breach.

Except as otherwise instructed by NYSIF, Contractor shall, to the fullest extent possible, first consult with and receive authorization from NYSIF prior to notifying any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC), the State Consumer Protection Board and the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all the costs associated with providing such notice. Contractor shall be liable for any other costs associated with noncompliance of ISBNA if caused by the Contractor or Contractor's agents, officers, employees, or subcontractors. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violation of the ISBNA. Additional information relative to the law and the notification process is available at:
http://www.cscic.state.ny.us/security/securitybreach

Contemporaneous with the execution of the Agreement, the Contractor and its designees shall execute NYSIF's Third Party Connection and Data Exchange Agreement and any other protocol required by NYSIF, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of the Agreement. This request may be waived by NYSIF in its sole discretion.

30. <u>NONDISCLOSURE OF CONFIDENTIAL INFORMATION</u>

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of the Contractor's performance under the Agreement. For purposes of the Agreement, all State information of which the Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for NYSIF shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

(a) information that is previously rightfully known to the receiving party without restriction on disclosure;
(b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
(c) information that is independently developed by the Contractor without use of confidential information of the State.

The Contractor shall hold the State and NYSIF harmless from any loss or damage to the State or NYSIF resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this Article, if requested to do so by NYSIF or the State.

This representation shall survive termination of the Agreement.

31. FREEDOM OF INFORMATION LAW

Disclosure of information and material provided to NYSIF by the Contractor in the course of the Contractor's performance under the Agreement shall be permitted consistent with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. NYSIF shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under the Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to NYSIF constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter, on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this Article.

NYSIF's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, NYSIF will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

32. TERMINATION OF AGREEMENT

In addition to any termination provisions specified elsewhere in the Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by NYSIF for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including any exhibits incorporated herein, provided that NYSIF shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of NYSIF, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, NYSIF shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the Agreement.

The Agreement may be terminated if NYSIF deems that termination would be in the best interest of the State provided that NYSIF shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event NYSIF determines that funds are unavailable. NYSIF agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, NYSIF shall provide written notice immediately

thereafter. NYSIF shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination or received either orally or in writing by the Contractor from NYSIF.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with NYSIF, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of the Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under the Agreement. In addition, each Party shall assist the other Party in orderly termination of the Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

33. CONTRACTOR PERSONNEL

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under the Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of the Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of the Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to NYSIF an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify NYSIF in writing of any changes in the key personnel designated for performance of the Agreement. This shall include any changes in the personnel designated to bind the Contractor.

NYSIF reserves the right to demand the reassignment or cancellation of assignment to duties under the Agreement of any Contractor personnel so assigned. NYSIF shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled with an employee of equal or better qualifications. If NYSIF exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

34. OPERATIONAL CONTACTS

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an organization capable of delivering Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which Program Services are to be delivered pursuant to the Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to NYSIF's operations, financial and legal staff, respectively. For purposes of the Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between NYSIF and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under the Agreement is contingent upon NYSIF personnel or the availability of NYSIF resources, with the exception of all proposed actions of the Contractor specifically identified

in the Agreement as requiring NYSIF approval. With respect to such approval, NYSIF shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by NYSIF relative to the the Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from NYSIF's Contract Manager.

35. SUBCONTRACTING

If allowed in the solicitation instrument (e.g., Request for Proposal, Invitation for Bids, etc.) that results in the Agreement, the Contractor may arrange for specified portion(s) of its responsibilities under the Agreement to be subcontracted to a Key Subcontractor(s). A "Key Subcontractor" means that vendor(s) with whom the Contractor subcontracts to provide any portion of Program Services. If the Contractor determines to subcontract a portion(s) of Program Services, the Key Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by the Contractor to NYSIF. The Contractor retains ultimate responsibility for all Program Services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement including, but not be limited to, the body of the Agreement, Appendix A - Standard Clauses For All New York State Contracts, Appendix B - Standard Clauses for All NYSIF Contracts and if applicable as determined by NYSIF, Appendix C - Third Party Connection and Data Exchange Agreement. Unless waived in writing by NYSIF, all subcontracts between the Contractor and a Key Subcontractor shall expressly name the State of New York, through NYSIF, as the sole intended third party beneficiary of such subcontract. NYSIF reserves the right to review and approve or reject any subcontract with a Key Subcontractor, as well as any amendments to said subcontract(s), and this right shall not make NYSIF or the State of New York a party to any subcontract or create any right, claim, or interest in the Key Subcontractor or proposed Key Subcontractor against NYSIF.

NYSIF reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Key Subcontractor(s) is in compliance with all of the provision of this Article and any subcontract provisions contained in the Agreement. In addition to other remedies allowed by law, NYSIF reserves the right to terminate the Agreement for cause if an executed subcontract does not contain all of the provisions/statements stipulated above. If during the term of the Agreement, any executed subcontract between the Contractor and a Key Subcontractor is amended, the Contractor shall, within 30 calendar days of such amendment, provide a copy to NYSIF.

The Contractor shall give NYSIF immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Key Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

36. PUBLICITY AND COMMUNICATIONS

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of NYSIF receive prior written authorization from NYSIF.

No public discussion or news releases relating to the Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of NYSIF, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

37. CONSULTANT DISCLOSURE REQUIREMENTS

Unless directed otherwise by NYSIF, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of the Agreement by submitting to NYSIF and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15th of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 – Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th floor, Albany, NY 12236, ATTN: Consultant Reporting; and to NYSIF's Contract Manager.

38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k

The Contractor certifies that all information that it has provided or will provide to NYSIF pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other violations of SFL section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

NYSIF reserves the right to terminate the Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j or 139-k was intentionally false or intentionally incomplete. Upon such finding, NYSIF may exercise its right to terminate the Agreement by providing written notification to the Contractor in accordance with Article 9 of this Appendix B.

39. VENDOR RESPONSIBILITY

The Contractor is required to provide NYSIF with an updated Vendor Responsibility Questionnaire when requested to do so by NYSIF throughout the term of the Agreement. Regardless, the Contractor is required to report to NYSIF any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES

In the event the value of the Agreement exceeds $100,000, the Contractor must file a properly completed Form ST-220-CA with NYSIF and a properly completed Form ST-220-TD with NYSIF of Taxation & Finance before the Agreement may take effect.

In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with NYSIF if the Agreement's term is renewed; further, a new Form ST-220-TD must be filed with NYSIF of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

41. CONTRACT PAYMENT

Contractor shall provide complete and accurate billing invoices to NYSIF in order to receive payment. Billing invoices submitted to NYSIF must contain all information and supporting documentation required by the Agreement, NYSIF and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under the Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

May 2011

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the NYS Department of Civil Service ("DCS"), with principal offices in Albany, NY 12239, and

with principal offices at

(hereinafter "Third Party"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments incorporated by reference:

1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions
2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document
3. Attachment 3: Third Party Acceptable Use Policy and Agreement
4. Attachment 4: DCS Equipment Loan Agreement (Applicable: ☐Yes ☐No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name:	*NYS Department of Civil Service (DCS)*
Authorized Signature	Authorized Signature
Name *(Print)*	Name *(Print)*
Date	Date

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. ***Right to Use Connection***

Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2*).*

2. ***Data Exchange***

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.

3. ***Network Security***

3.1 Third Party will allow only its own employees approved in advance by DCS ("Third Party Users") to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS' request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party's employ or no longer requires access to the connection or DCS-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the connection (and Third Party's use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.

3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.

3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.

3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.

3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.

3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. *Notifications*

4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.

4.2 Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Department of Civil Service Albany, New York 12239
Address:	
Attention:	Attention:

5. ***Citizen Notifications***

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6. ***Payment of Costs***

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. ***Confidentiality***

7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.

7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.

7.3 Unencrypted DCS information must not be transmitted over email.

7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the DCS Help Desk any security incident of which it becomes aware.

8. *Third Party Users*

8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.

8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.

8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. *DCS-owned Equipment*

9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.

9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.

9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

10. *Term, Termination and Survival*

10.1 This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.

10.2 Upon termination, Third Party shall return all tangible DCS data to DCS within a timeframe specified by DCS for that purpose, and further shall certify in writing to DCS that all other DCS data in whatever form has been destroyed. Additionally, any DCS-owned equipment and/or software shall be promptly returned to DCS at Third Party's expense.

10.3 Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.

11. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. Waiver

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. Assignment

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from DCS. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. *Force Majeure*

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. *Partial Invalidity*

If this Agreement is entered into as a consequence of Third Party’s provision of goods or services to DCS pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements’ provisions may be inconsistent.

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the DCS *Third Party Connection and Data Exchange Policy*, all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the DCS person or group requesting the Third Party connection and/or data exchange. The DCS Department Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. DCS Divisions are encouraged to work with their IRM Liaison to complete the information in this document.

Part 1 – Business Justification

A. DCS Sponsor *(Division Director)*

Name: Division:

Office Location: Phone Number:

Email Address:

Back-up Point of Contact: (Data Custodian)

Name: Division:

Office Location: Phone Number:

Email Address:

B. Business Reason for Connection *(To be completed by Sponsor)*

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.

C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?

D. Specify the Third Party Controls to be Implemented for Safeguarding DCS Data:
Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

☐ 1 – 20 ☐ 21 – 40 ☐ More than 40 hours per week

F. Anticipated normal hours of use?

☐ M – F, 8:00 – 5:00 pm Eastern time ☐ Other (specify):

G. What is the requested installation date? *(Minimum lead-time is 30 days)*

H. Approximately how long will the connection be needed?

☐ Up to 6 months ☐ 6 – 12 months ☐ More than 12 months
☐ Specific time period:

Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually.

I. Other useful information

J. Third Party Information

Name of Third Party: Main Phone Number:

Main Office Address:

Management Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Backup Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Technical Contact

Name: Department:

Address: Email Address:

Phone Number:

Manager's Name: Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s): Host name(s):

User Names and Contact Information. *(List all employees of the Third Party who will use this access.)*

User 1 *(name, phone, email):*

User 2 *(name, phone, email):*

User 3 *(name, phone, email):*

User 4 *(name, phone, email):*

User 5 *(name, phone, email):*

User 6 *(name, phone, email):*

User 7 *(name, phone, email):*

User 8 *(name, phone, email):*

User 9 *(name, phone, email):*

User 10 *(name, phone, email)*:

K. Other information

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the User named below no longer requires access: ☐

User's Name *(print)*:			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of DCS computing resources.	
User Signature:	Date:

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

MAIL: **NYS Department of Civil Service, Albany, NY 12239**
Attention: Help Desk
FAX: **518-485-5588**

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. ***Protection of DCS Information***

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. ***DCS Log-on Banner***

All users will follow the guidelines of the DCS Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

III. ***Passwords***

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.

IV. ***Shared Accounts***

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

V. ***Virus Protection***

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

VI. ***Acceptable Use***

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII. ***Software Protection***

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII. ***Reporting Incidents***

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the DCS Help Desk, at 518-457-5406 phone; 518-485-5588 fax.

IX. *DCS Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.

<table>
<tr><td rowspan="3">Name And Address Of Borrower</td><td colspan="2">DCS Business Unit (Loaning Organization)</td></tr>
<tr><td colspan="2">Point Of Contact</td></tr>
<tr><td>Work Location</td><td>Telephone</td></tr>
<tr><td rowspan="3">Shipping Address (If different from borrower's)</td><td colspan="2">Manager's Name</td></tr>
<tr><td colspan="2">Date To Be Loaned</td></tr>
<tr><td colspan="2">Date To Be Returned</td></tr>
</table>

Equipment To Be Loaned

Quantity	Description	Value

Purpose Of Loan

CONDITIONS OF LOAN

1. The Borrower of the above equipment agrees to return same in like condition as received from DCS, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended.
2. Upon termination of this Agreement, Borrower shall uninstall all DCS software included in this Agreement from Borrower's computer and/or network equipment.
3. The Borrower shall not make **any** copies of DCS software included in this Agreement.
4. In case of loss or damage beyond repair, DCS shall be reimbursed by Borrower at the current price of replacement.
5. The equipment shall not be loaned or transferred to a third party without the written consent of DCS.
6. The right is reserved to cancel the loan or recall the equipment upon _____ days notice.
7. The Borrower shall assume all shipping and/or transportation costs involved.
8. Other conditions:

Agreed (Borrower)	**Approved** (DCS)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

RECEIPT OF EQUPMENT

Borrower *(Upon initial receipt)*	**DCS Lender** *(Upon termination of Agreement)*
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the NYS Insurance Fund ("NYSIF"), with principal offices in New York, NY 10007, and

with principal offices at

(hereinafter "Third Party"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments incorporated by reference:

1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions
2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document
3. Attachment 3: Third Party Acceptable Use Policy and Agreement
4. Attachment 4: NYSIF Equipment Loan Agreement (Applicable: ☐Yes ☐No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name:	*NYS Insurance Fund (NYSIF)*
Authorized Signature	Authorized Signature
Name *(Print)*	Name *(Print)*
Date	Date

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. ***Right to Use Connection***

Third Party may only use the connection and the information obtained from NYSIF for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).

2. ***Data Exchange***

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between NYSIF and Third Party for the provision of goods or services or governing conduct between NYSIF and Third Party with respect to the access to and use of NYSIF data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by NYSIF.

3. ***Network Security***

3.1 Third Party will allow only its own employees approved in advance by NYSIF (“Third Party Users”) to access the Network Connection or any NYSIF -owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon NYSIF’ request, Third Party will provide NYSIF with any information reasonably necessary for NYSIF to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify NYSIF whenever any Third Party User leaves Third Party’s employ or no longer requires access to the connection or NYSIF-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the connection (and Third Party’s use of NYSIF-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party’s business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a NYSIF-approved or NYSIF-provided Virtual Private Network (VPN) device. If the device is NYSIF-provided, NYSIF will loan the Third Party, in accordance with the NYSIF Equipment Loan Agreement, the required client software for establishing VPN connections with NYSIF. Normal NYSIF perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.

3.6 Remote Access - Using the NYSIF-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by NYSIF. Third Party will be required to follow procedures to enable the account for each use.

3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the NYSIF Sponsor. Obsolete Third Party connections will be terminated.

3.8 Software versions on all Third Party computers that connect to the NYSIF network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the NYSIF network must be kept up to date, especially with patches that fix security vulnerabilities.

3.9 Anti-virus software and firewalls must be installed and enabled at all times on NYSIF-owned computers and on Third Party computers that connect to the NYSIF network. Additionally, virus definition files must be kept up to date.

3.10 In no case may a Third Party Connection to NYSIF be used as an Internet Connection for Third Party or for a Third Party User.

4. *Notifications*

4.1 Third Party shall notify NYSIF in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.

4.2 Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Insurance Fund New York, New York 10007
Address:	
Attention:	Attention:

5. ***Citizen Notifications***

If Third Party maintains "identifying personal information" on behalf of NYSIF and such information is compromised, Third Party shall notify NYSIF immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If NYSIF requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by NYSIF, and shall otherwise be executed in accordance with NYSIF's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6. ***Payment of Costs***

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. ***Confidentiality***

7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.

7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of NYSIF.

7.3 Unencrypted NYSIF information must not be transmitted over email.

7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the NYSIF Help Desk any security incident of which it becomes aware.

8. ***Third Party Users***

8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that NYSIF is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.

8.2 All aspects of Third Party connections within NYSIF control may be monitored by the appropriate NYSIF support group and/or the NYSIF Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.

8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. ***NYSIF-owned Equipment***

9.1 NYSIF may, in NYSIF' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the NYSIF-owned Equipment) under the terms of the NYSIF Equipment Loan Agreement set forth in Attachment 4. NYSIF-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by NYSIF for the purposes set forth in this Agreement. NYSIF is responsible for ensuring that it has the right under applicable software licenses to permit third party use.

9.2 Third Party may modify the configuration of the NYSIF-owned equipment only after notification and approval in writing by authorized NYSIF personnel.

9.3 Third Party will not change or delete any passwords set on NYSIF-owned equipment without prior approval by authorized NYSIF personnel. Promptly upon any such change, Third Party shall provide NYSIF with such changed password.

10. ***Term, Termination and Survival***

10.1 This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.

10.2 Upon termination, Third Party shall return all tangible NYSIF data to NYSIF within a timeframe specified by NYSIF for that purpose, and further shall certify in writing to NYSIF that all other NYSIF data in whatever form has been destroyed. Additionally, any NYSIF-owned equipment and/or software shall be promptly returned to NYSIF at Third Party's expense.

10.3 Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.

11. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. Waiver

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. Assignment

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from NYSIF. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. ***Force Majeure***

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. ***Partial Invalidity***

If this Agreement is entered into as a consequence of Third Party’s provision of goods or services to NYSIF pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements’ provisions may be inconsistent.

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the NYSIF *Third Party Connection and Data Exchange Policy*, all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the NYSIF person or group requesting the Third Party connection and/or data exchange. The NYSIF Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. NYSIF Divisions are encouraged to work with their technical liaison to complete the information in this document.

Part 1 – Business Justification

A. NYSIF Sponsor *(Division Director)*

Name: Division:

Office Location: Phone Number:

Email Address:

Back-up Point of Contact: (Data Custodian)

Name: Division:

Office Location: Phone Number:

Email Address:

B. Business Reason for Connection *(To be completed by Sponsor)*

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.

C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?

D. Specify the Third Party Controls to be Implemented for Safeguarding NYSIF Data:
Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

☐ 1 – 20 ☐ 21 – 40 ☐ More than 40 hours per week

F. Anticipated normal hours of use?

☐ M – F, 8:00 – 5:00 pm Eastern time ☐ Other (specify):

G. What is the requested installation date? *(Minimum lead-time is 30 days)*

H. Approximately how long will the connection be needed?

☐ Up to 6 months ☐ 6 – 12 months ☐ More than 12 months
☐ Specific time period:

***Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually*.**

I. Other useful information

J. Third Party Information

Name of Third Party: Main Phone Number:

Main Office Address:

Management Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Backup Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Technical Contact

Name: Department:

Address: Email Address:

Phone Number:

Manager's Name: Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s): Host name(s):

User Names and Contact Information. *(List all employees of the Third Party who will use this access.)*

User 1 *(name, phone, email):*

User 2 *(name, phone, email):*

User 3 *(name, phone, email):*

User 4 *(name, phone, email):*

User 5 *(name, phone, email):*

User 6 *(name, phone, email):*

User 7 *(name, phone, email):*

User 8 *(name, phone, email):*

User 9 *(name, phone, email):*

User 10 *(name, phone, email)*:

K. Other information

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the NYSIF premises, remote access via public or private networks, access using NYSIF equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by NYSIF management.

Indicate here if this is a notification that the User named below no longer requires access: ☐

User's Name *(print)*:			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of NYSIF computing resources.	
User Signature:	Date:

You must sign this signature page and send it to NYSIF. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

MAIL: **NYS Insurance Fund, New York, NY 10007**
Attention: Help Desk
FAX: **xxx-xxx-xxxx**

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. ***Protection of NYSIF Information***

All records and information maintained in NYSIF systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. ***NYSIF Log-on Banner***

All users will follow the guidelines of the NYSIF Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the NYSIF. * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by NYSIF. * Use is limited to conducting official business of NYSIF. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized NYSIF personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for NYSIF to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * NYSIF policy regarding this matter can be reviewed on the NYSIF internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to NYSIF employees regarding acceptable use, xxxx xx, xxxx. I have read and understand this notification and NYSIF policy.

III. ***Passwords***

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.

IV. *Shared Accounts*

All use of shared accounts must be authorized by NYSIF. Users of shared accounts must be identified to NYSIF via the completion and signing of this policy/agreement. Third Parties are responsible for notification to NYSIF when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to NYSIF and who have not completed and signed this policy/agreement.

V. *Virus Protection*

Anti-virus software must be installed and enabled at all times on NYSIF-owned computers and on third party computers used to conduct NYSIF business. Virus definition files must be kept up to date. NYSIF provides anti-virus software and maintains the configuration of that software for all NYSIF-owned computers.

VI. *Acceptable Use*

NYSIF computers, computing systems and their associated communication systems are provided to support the official business of NYSIF. All uses inconsistent with NYSIF' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to NYSIF.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to NYSIF.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to NYSIF' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII. *Software Protection*

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII. *Reporting Incidents*

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the NYSIF Help Desk, at xxx-xxx-xxxx phone; xxx-xxx-xxxx fax.

IX. *NYSIF Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. NYSIF has access to all access attempts, messages created and received, and information created or stored using NYSIF resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

NYSIF reserves the right to log and monitor use. NYSIF reserves the right to remove a user account from the network. NYSIF assumes no responsibility or liability for files or information deleted.

The NYSIF will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use NYSIF computing facilities.

NYSIF reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and NYSIF harmless from any loss or damage to the State and/or NYSIF resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with NYSIF, and/or criminal and/or civil penalties.

Name And Address Of Borrower	NYSIF Business Unit (Loaning Organization)	
	Point Of Contact	
	Work Location	Telephone
Shipping Address (*If different from borrower's)*	Manager's Name	
	Date To Be Loaned	
	Date To Be Returned	

Equipment To Be Loaned

Quantity	Description	Value

Purpose Of Loan

CONDITIONS OF LOAN

1. The Borrower of the above equipment agrees to return same in like condition as received from NYSIF, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended.
2. Upon termination of this Agreement, Borrower shall uninstall all NYSIF software included in this Agreement from Borrower's computer and/or network equipment.
3. The Borrower shall not make **any** copies of NYSIF software included in this Agreement.
4. In case of loss or damage beyond repair, NYSIF shall be reimbursed by Borrower at the current price of replacement.
5. The equipment shall not be loaned or transferred to a third party without the written consent of NYSIF.
6. The right is reserved to cancel the loan or recall the equipment upon _____ days notice.
7. The Borrower shall assume all shipping and/or transportation costs involved.
8. Other conditions:

Agreed (Borrower)	**Approved** (NYSIF)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date
RECEIPT OF EQUPMENT	
Borrower *(Upon initial receipt)*	**NYSIF Lender** *(Upon termination of Agreement)*
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

APPENDIX D - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

CONTRACTOR REQUIREMENTS AND OBLIGATIONS UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)

I. General Provisions

A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all "State contracts" as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of the Contract, the Department established an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation as subcontractors and suppliers, as relates only to the administrative cost component of the overall cost of the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in section II-A above, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
http://www.nylovesmwbe.ny.gov/cf/search.cfm

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:
   1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

   2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department of proposed award of the Contract to the Contractor.

   3. If Contractor or subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or subcontractor a model statement (see Form EEO-102 entitled "Minority and Women-Owned Business Enterprises M/WBE - Equal Employment Opportunity (EEO) Policy Statement.

   4. The Contractor's EEO policy statement shall include the following language:

      a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

      b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

      c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

      d. The Contractor will include the provisions of sections (a) through (c) of this subsection 4 and paragraph "E" of this section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form EEO-100 – EEO Staffing Plan
   To ensure compliance with this section III, the Contractor shall submit an EEO Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the EEO Staffing Plan form and submit it as part of its Proposal or within a reasonable time, but no later than the time of proposed award of the Contract.

D. Form EEO-101 - Workforce Utilization/Compliance Report ("Workforce Report")

1. Once proposed contract award has been made and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted EEO Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

IV. MWBE Utilization Plan Form (MWBE-100) and Certification of Good Faith Efforts (Form MWBE-104)

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (form MWBE-100) either prior to, or at the time of, the execution of the Contract for Department consideration and acceptance. The Contractor shall ensure that enterprises have been identified within the MWBE Utilization Plan, and the Contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the Contractor's MWBE Utilization Plan as accepted by the Department. The Contractor must document "good faith efforts" to provide meaningful participation by New York State Certified MWBE subcontractors or suppliers in the performance of the Contract. In support of such efforts, the Contractor will include with its MWBE Utilization Plan submission a Certification of Good Faith Efforts statement (Form MWBE-104).

B. Contractor agrees to use such MWBE Utilization Plan, as accepted by the Department, for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix D.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waiver Requests (MWBE-101)

A. For Waiver Requests Contractor should use Form MWBE-101 – Request for Waiver Form.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver Form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the Waiver Request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly M/WBE Contractor Compliance Report (Form MWBE-103)

Contractor is required to submit a Quarterly M/WBE Contractor Compliance Report (Form MWBE-103) to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

VII. Further Information:

General questions concerning New York's MWBE program should be directed to:

New York State Department of Economic Development
633 Third Avenue
New York, NY 10017
Telephone: (212) 803-2414

New York State Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245

Telephone: (518) 292-5150

All of the EEO and M/WBE forms referenced herein this Appendix D are available for download at the Department's website at: http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm). These forms are to be submitted without change to the goals specified by Department in the Contract.

Exhibit I.A Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

_____1. **TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Procuring Agencies no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.

_____2. **FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this RFP.

- ____a. Sixteen (16) separately bound hardcopies – **four (4) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal** containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1," "ORIGINAL #2," etc.), **twelve (12) copies of each Administrative Proposal, Technical Proposal and Cost Proposal** marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposal.
- ____b. Proposals must be prepared in Adobe Acrobat, as applicable.
- ____c. Each Administrative, Technical and Cost Proposal must be separately bound and externally labeled with "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Workers' Compensation Prescription Drug Programs" and Offeror's name(s). (No cost information [i.e., $ quotes] can be referenced in the Administrative or Technical Proposal.
- ____d. Table of Contents
- ____e. Index Tabs
- ____f. Pagination
- ____g. Updates/Corrections
- ____h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this RFP.

_____3. **REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:

- ____A. **Formal Offeror Letter**: The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
- ____B. **Minimum Mandatory Requirements**: The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
- ____C. **Exhibits**: The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
  - ____ Exhibit I.A Proposal Submission Requirement Checklist
  - ____ Exhibit I.C Freedom of Information Law – Request for Redaction Chart
  - ____ Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification

___ Exhibit I.G. (A) DCS - EEO Staffing Plan (form EEO-100)

___ Exhibit I.G. (B) NYSIF - EEO Staffing Plan (form EEO-100)

___ Exhibit I.I   New York State Standard Vendor Responsibility Questionnaire

___ Exhibit I.K   Offeror's Affirmation of Understanding & Agreement

___ Exhibit I.M   Compliance with Public Officers Law Requirements

___ Exhibit I.N   Compliance with Americans with Disabilities Act

___ Exhibit I.O. (A) DCS - MWBE Utilization Plan (form MWBE-100)

___ Exhibit I.O. (B) NYSIF - MWBE Utilization Plan (form MWBE-100)

___ Exhibit I.P   Offeror's Certification of Compliance Pursuant to State Finance Law §139-k

___ Exhibit I.Q. (A) DCS – Certification of Good Faith Efforts (form MWBE-104)

___ Exhibit I.Q. (B) NYSIF – Certification of Good Faith Efforts (form MWBE-104)

___ Exhibit I.S   Formal Offer Letter

___ Exhibit I.T   Offeror Attestations Form

___ Exhibit I.U   Key Subcontractors

___ Exhibit I.V   Program References

___ Exhibit I.Y.1 Participation/Non-Participation Status of Certain Chain Pharmacies

___ Exhibit I.Y.3 Offeror's Proposed Retail Pharmacy Network File

___ Exhibit I.Y.4 Offeror's Proposed Retail Pharmacy Network Access Prerequisite Worksheet

_____Exhibit I.Z, Confidentiality Agreement and Certificate of Non-Disclosure

___D. **Key Subcontractors**: The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Prescription Drug Program services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U "Key Subcontractors"**:

1. provide a brief description of the services to be provided by the Key Subcontractor; and
2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Prescription Drug Program services, the Offeror must provide a statement to that effect.

___E. **Reference Checks**: The Offeror must provide four (4) references of current clients and one reference of a former client(s) for whom the Offeror has supplied prescription drug services similar to those describe in this RFP. The number of covered lives covered by the Offeror for each referenced client must be at least 100,000. For each client reference provided, the Offeror must complete and submit **Exhibit I.V "Program References."** The Offeror shall be solely responsible for providing contact names, e-mail addresses and phone numbers of client references who are readily available to be contacted by the State.

___F. **Financial Statements**: The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor, if any, that provides any of the Prescription Drug Program services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor must make arrangements for the procurement evaluation team to review the financial statements.

NOTE: If financial statements have not been prepared and/or audited, the Offeror must provide the following as part of its Administrative Proposal a letter from a bank reference attesting to the Offeror's financial viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an affiliate organization. For the purpose of this requirement, "affiliate" means an organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another organization, is controlled by another organization, or is, along with another organization, under the control of a common parent.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: *"The Offeror is currently and has been for "x" number of years a client in good standing.";*
2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror's financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this RFP, and the parties (i.e., DCS or NYSIF and the Offeror) contractual obligations should it be awarded the resultant contract(s).

___G. **Financial Protections and Transparency**: For the purpose of determining Offeror responsibility, the Offeror must participate in a responsibility determination that will include an assessment of the Offeror's financial protections and transparency. This process will examine the Offeror's proposal and business model to assess the extent to which the financial interests of the Programs and the Offeror are aligned. It is the goal of the Procuring Agencies to select an Offeror that provides clinically sound Program Services in a manner that aligns the financial interests of the Programs and the Offeror. The Procuring Agencies expect a commitment to full transparency which provides a level of confidence otherwise not present as undisclosed agreements with manufacturers and/or pharmacies can create real or perceived conflicts between the interests of the Programs and the Offeror. The receipt of revenue or other non-revenue considerations not related to the Programs' utilization from pharmaceutical manufacturers or other entities involved in the provision of drugs to Programs' Enrollees is not a disqualifying factor, provided the Offeror's business model protects the clinical and financial interests of the Programs and eliminates real or perceived conflicts of interests. Detailed disclosure of such relationships is necessary to fully evaluate the value of the Offeror's Proposal, both for 2014 and for the remaining years of the agreement resulting from this RFP.

_____**4. REQUIRED CONTENT OF THE TECHNICAL PROPOSAL:** The Technical Proposal must be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it must contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

___ A. **Program Administration**

___ 1. Executive Summary

___ 2. General Qualifications of the Offeror

___ B. **DCS and NYSIF Prescription Drug Program Services**

___ 1. Account Team

___ 2 Premium Development Services(Exclusive to DCS)

___ 3. Implementation

___ 4. Customer Service

___ 5. Medicare Part D-Employer Group Waiver Plan PDP (Exclusive to DCS)

___ 6. Enrollee Communication Support

___ 7. Enrollment Management

___ 8. Reporting

___ 9. Consulting

___10. Transition and Termination of Agreements

___11. Network Management

___12. Claims Processing

___13. Retrospective Coordination of Benefits(Exclusive to DCS)

___14. Utilization Management

___15. Clinical Management/Drug Utilization Review (DUR)

___16. Preferred Drug List Development and Management

____**5**. **REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal must demonstrate that it will execute the duties and responsibilities set forth in Section V of this RFP and it must contain the following cost exhibits in strict accordance with the directions set forth in this RFP:

______Exhibit V.A Offeror's Proposed Claim Reimbursement Quotes

______Exhibit V.B. Re-pricing Instructions for Exhibit V.B.2 entitled "Offeror's Re-Priced Claims Files" to be submitted in Support of the Offeror's Proposed Claim Reimbursement Quotes

_____Exhibit V.B.1 Layout Specifications for Exhibit V.B.2 entitled "Offeror's Re-Priced Claims Files to be submitted in Support of the Offeror's Proposed Claim Reimbursement Quotes

___Exhibit V.B.2 Offeror's Re-priced Claim File

___Exhibit V.C Retail and Mail Service Generic Drugs – MAC List Costs Per GPI (for Offerors proposing to use **Medi-Span** as the claims adjudication platform)

___Exhibit V.C.1 Retail and Mail Service Generic Drugs – MAC List Costs Per GCN (for Offerors proposing to use **First Data Bank** as the claims adjudication platform)

___Exhibit V.D Specialty Pharmacy Program Dispensing Fee

___Exhibit V.E Pharma Revenue Guarantee Quote

___Exhibit V.E.1 Documentation to Support Pharma Revenue Guarantee Quote

___Exhibit V.F Claims Administration Fee Quote

Supplemental Information:

The FOIL-related materials described herein which the Offeror is requested to provide per RFP, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

___**6. REQUESTED REDACTIONS CD and HARD COPY:**
At the time of Proposal submission the Offeror is requested to submit:

_____A. Separately bound hardcopy of the Administrative Proposal, Technical Proposal, and Cost Proposal with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.

_____B. Electronic copy (on CD in Adobe Acrobat format) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal).

Exhibit I.B BIOGRAPHICAL SKETCH FORM

INSTRUCTION: **Prepare this form for each key staff individual, including subcontractor provided key staff, if any.**

Name: ______________________________

Job Title: ______________________________

Relationship to Project: ______________________________

____

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

____

____

____

____

____

____

__________________________________ Proposal Dated ____________________
(Name of Company)

In Response to the Procuring Agencies Request for Proposals entitled
PHARMACY BENEFIT SERVICES for THE EMPIRE PLAN, EXCELSIOR PLAN, STUDENT EMPLOYEE HEALTH PLAN, and NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS.

☐ Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.

☐ Offeror makes NO assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #'s and Proposal Sections	**Description**	**Offeror Rationale for Proposed Redaction**
Insert rows above as necessary		
Technical Proposal:		
Requested Redaction Page #'s and Proposal Sections	**Description**	**Offeror Rationale for Proposed Redaction**
Insert rows above as necessary		
Cost Proposal:		
Requested Redaction Page #'s and Proposal Sections	**Description**	**Offeror Rationale for Proposed Redaction**
Insert rows above as necessary		

REDACTION CHART

Please provide specific justification for each item for which you seek protection from FOIL disclosure. An appropriate justification may any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;

b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;

c) whether any patent, copyright, or similar legal protection exists for the specific item of information;

d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;

e) the date upon which the information/record no longer will need to be kept confidential, if applicable;

f) whether the item of information is known by anyone outside the Offeror's business or organization;

g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;

h) the value of the specific information/record to the Offeror and to its competitors;

i) the amount of effort or money expended by the Offeror in developing the information/record; and

j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):
Have business operations in Northern Ireland. Yes ______ or No ______
If yes:
Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes ______ or No ______

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date:___________________ ____

Signature

PRINT:
SIGNATORY'S NAME ________________________ **TITLE** ____________________________________

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: **SS.:**
COUNTY OF }

On the _____ day of _____________________in the year 20__, before me personally appeared:

____, known to me to be the person who executed the foregoing

instrument, who, being duly sworn by me did depose and say that _he resides at _________________________, Town of

____________________________________, County of ________________________ , State of _______________________ ; and further that, if applicable:

[Check One, If Applicable]
(___ If a corporation): _he is the ____________________________ of ________________________________, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(___If a partnership): _he is the ____________________________________ of ____________________________________, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

____
Notary Public

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA (6/06)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, ______________________ *(name)*, hereby affirm, under penalty of perjury, that I am ______________________ *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with ______________________ *(insert contract number or description)*

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this____ day of ______________, 20_____

______________________ *(sign before a notary public)*

______________________ *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of ______________ in the year 20____, before me personally appeared______________________________ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at ____ ,

Town of ____ ,

County of ____ ,

State of ____________________; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the ____

of______________________________ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a ____

of______________________________ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of ____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

____
Notary Public

Registration No. ______________________________

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: *www.nystax.gov*
(for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Exhibit I.F

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD
(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help?* below*)*.

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006),* available at *www.nystax.gov.* Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, ______________________________ , hereby affirm, under penalty of perjury, that I am ______________________________
(name) *(title)*

of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ___ day of ______________ , 20 ____

______________________________ ______________________________
(sign before a notary public) *(title)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of ______________ in the year 20___ , before me personally appeared ______________________________ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at ____ ,

Town of ____ ,

County of ____ ,

State of ____________________; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the ____

of______________________________ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a ____

of______________________________ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of ______________________________ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

____

Notary Public

Registration No. ______________________________

State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

OFFICE OF FINANCIAL ADMINISTRATION **EEO-100 (9/2011)**

Solicitation No.:	Reporting Entity: ☐ Contractor ☐ Subcontractor	Report includes: ☐ Contractor’s work force to be utilized on this contract ☐ Contractor’s total work force ☐ Subcontractor’s work force to be utilized on this contract ☐ Subcontractor’s total work force
Contractor/Subcontractor’s Name:		
Contractor/Subcontractor’s Address: FEIN*:*		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO Job Categories	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	American Indian or Alaskan Native (M)	American Indian or Alaskan Native (F)	Disabled Individual (M)	Disabled Individual (F)	Veteran (M)	Veteran (F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):		

State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

OFFICE OF FINANCIAL ADMINISTRATION **EEO-100 (9/2011)**

General Instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of the Department.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor).
2. Check off the appropriate box to indicate if the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin): A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

DISABLED INDIVIDUAL - any person who:

- has a physical or mental impairment that substantially limits one or more major life activity
- has a record of such an impairment; or
- is regarded as having such an impairment.

VIETNAM ERA VETERAN: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

NEW YORK STATE INSURANCE FUND
EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Solicitation No.:	**Reporting Entity:** ☐ Contractor ☐ Subcontractor	Report includes Contractor's ☐ Contractor's work force to be utilized on this contract ☐ Contractor's total work force ☐ Subcontractor's work force to be utilized on this contract ☐ Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address: **FEIN:**		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	American Indian or Alaskan Native (M)	American Indian or Alaskan Native (F)	Disabled Individual (M)	Disabled Individual (F)	Veteran (M)	Veteran (F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	

Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):		

EEO 100 (Rev 3/11)

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of NYSIF.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (Contractor).
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter the information on any disabled or veteran employees included in the work force under the appropriate heading.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICANINDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

DISABLED INDIVIDUAL – any person who:

- Has a physical or mental impairment that substantially limits one or more major life activity
- Has a record of such an impairment; or
- Is regarded as having such an impairment.

Vietnam Era VETERAN: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

NYS State Finance Law §163(9)(c), as amended by Section 3 of Chapter 137 of the Laws of 2008, requires that:

> *"A state agency shall, upon request, provide a debriefing to any unsuccessful offerer[1] that responded to a request for proposal or an invitation for bids, regarding the reasons that the proposal or bid submitted by the unsuccessful offerer was not selected for an award. The opportunity for an unsuccessful offerer to seek a debriefing shall be stated in the solicitation, which shall provide a reasonable time for requesting a debriefing."*

The Procurement Council Guidelines define "Debriefing" as:

> *The practice whereby, upon the request of a bidder, the state agency advises such bidder of the reasons why its bid was not selected for an award. It is viewed as a learning process for the bidder to be better prepared to participate in future procurements.*

In accordance with the law, the Procuring Agencies shall make a Debriefing available to any entity that submitted a proposal or bid in response to a given solicitation ("Offeror"), including the selected Offeror after notice award is made by the Procuring Agencies. All Offerors shall be given written notice of award, via email with hardcopy to follow.

Timeframes associated with requesting/conducting Debriefings:
Debriefing must be requested by Offerors in writing to the designated individual or email address as set forth in the notice of award.

- Pre-Award Debriefings:
  Any Offeror, upon request, will be afforded an opportunity for a pre-award Debriefing at least five business days prior to the date by which any protest must be filed. An Offeror's failure to timely request a pre-award Debriefing shall not cause an extension of the time period within which a protest must be filed. In those cases where the Offeror fails to make a timely request for a pre-award Debriefing, the Procuring Agencies will schedule the Debriefing as soon after the time the request is made as it deems practicable.

- Post-Award Debriefings:
  In the case of requests made by an Offeror(s) for a post-award Debriefing, the request must be received by the Procuring Agencies not more than twenty calendar days after final approval of the contract is received or the date the award is posted on OSC' website at the address set forth below and the Procuring Agencies will schedule the Debriefing as soon after the time the request is made as it deems practicable.

  http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm

[1] For purposes of this policy, the terms Offeror, Offerer and Bidder are understood to have same meaning.

<u>How Debriefings shall be conducted by the Procuring Agencies:</u>
A Debriefing may be requested by any unsuccessful Offeror after a contract award is made regarding the reasons that the proposal or bid submitted by the unsuccessful Offeror was not selected for award. While a Debriefing is typically conducted in person, it may be conducted by video conference, over the phone, or through written summaries, if agreed to by the Offeror.

Since Debriefings are intended to make the procurement process open and transparent and to help the vendor community become more viable competitors for New York State goods and services, when conducting a Debriefing, the Procuring Agencies will, at a minimum, discuss the strengths and weaknesses of the Offeror's proposal and provide information as to the relative rating of the Offeror's proposal in each of the major evaluation categories as provided for in the solicitation document. Typically such a debriefing will include information as to the rating of the Offeror's proposal in both the technical and cost components of the evaluation and an identification of any areas in the proposal deemed deficient. The Procuring Agencies will not provide any documents/materials at a Debriefing as their release is subject to NYS FOIL laws.

During a **pre-award** Debriefing, the Procuring Agencies:

- will limit the discussion to the reasons why the Offeror's proposal/bid was unsuccessful;
- will not provide information concerning any other Offerors' proposals, including the winning proposal; will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws; and
- may, but is not required to, offer general advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities.

During a **post-award** Debriefing, the Procuring Agencies:

- will provide information as to the reasons why the Offeror's proposal/bid was unsuccessful;
- will provide information concerning the other Offerors' proposals, including the winning proposal, but only in the context of the bid evaluation scoring;
- will not discuss specific details of other Offerors' proposals, including their individual strengths and weakness as such information is subject to NYS FOIL laws
- will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws and
- may offer advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities, including those services which were the subject matter of the procurement.

<u>General</u>:

- ✓ The Procuring Agencies will schedule the same amount of time for each Offeror who requests a debriefing.
- ✓ Debriefing will not be scheduled for more than one hour.
- ✓ Debriefings will be held individually with a requesting Offeror.

- ✓ The Procuring Agencies' Designated Agency Contact (i.e., the Procurement Manager) is the sole person authorized to schedule a Debriefing.
- ✓ The Offeror must provide a list of intended attendees prior to the Debriefing, including their titles or relationship to the Offeror and notify the Procuring Agencies if the Offeror is intending to bring legal counsel, so that the Procuring Agencies can notify agency legal counsel.
- ✓ At a minimum at least two agency employees must be present at each Debriefing.
- ✓ Debriefings will not taped or transcribed by the Procuring Agencies, and Offerors are prohibited from taping the Debriefing.
- ✓ Any discussion of a proposal's strengths and weaknesses will relate to scoring of that bid submission against the RFP requirements, not against a competitor's proposal. The Procuring Agencies will not discuss the relative merits of one Offeror's submission against its competitors as that is not how proposals are evaluated and scored.
- ✓ Requests for copies of documents made by an Offeror at the Debriefing must be handled in accordance with the Procuring Agencies FOIL procedures.

April 2011

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

EIN: 000000000

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*		EIN (*Enter 9 digits, without hyphen*)	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone ext.	Fax
E-mail	Website		
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).			

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:		
☐ Corporation (including PC)	Date of Incorporation	
☐ Limited Liability Company (LLC or PLLC)	Date of Organization	
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment	
☐ Sole Proprietor	How many years in business?	
☐ Other	Date Established	
If Other, explain:		

1.1 Was the Legal Business Entity formed or incorporated in New York State?	☐ Yes ☐ No
If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available. ☐ United States State _____ ☐ Other Country _____	
Explain, if not available:	
1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide CIK Code or Ticker Symbol	
1.3 Does the Legal Business Entity have a DUNS Number?	☐ Yes ☐ No
If "Yes," Enter DUNS Number	

[*] **All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at http://www.osc.state.ny.us/vendrep/documents/definitions.pdf.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION	
1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	☐ Yes ☐ No

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?	☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. *For each person, include name and title. Attach additional pages if necessary.*

Name	Title

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY **WITHIN THE PAST FIVE (5) YEARS, HAS ANY CURRENT OR FORMER REPORTING ENTITY OFFICIAL OR ANY INDIVIDUAL CURRENTLY OR FORMERLY HAVING THE AUTHORITY TO SIGN, EXECUTE OR APPROVE BIDS, PROPOSALS, CONTRACTS OR SUPPORTING DOCUMENTATION ON BEHALF OF THE REPORTING ENTITY WITH ANY GOVERNMENT ENTITY BEEN**	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ☐ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No ☐ Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING **WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:**	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	☐ Yes ☐ No
For each "Yes," explain:	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD **WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:**	
5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES **WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:**	
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS **WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:**	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	☐ Yes ☐ No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes," explain:	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?	☐ Yes ☐ No
a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?	☐ Yes ☐ No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES
THIS SECTION PERTAINS TO ANY ENTITY(IES) THAT EITHER CONTROLS OR IS CONTROLLED BY THE REPORTING ENTITY.
(SEE DEFINITION OF "ASSOCIATED ENTITY" FOR ADDITIONAL INFORMATION TO COMPLETE THIS

Question	Response
9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: – An Organizational Unit; or – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	☐ Yes ☐ No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	☐ Yes ☐ No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	☐ Yes ☐ No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?	☐ Yes ☐ No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes ☐ No
Indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone ext.	Fax
Title	Email	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer ______________________________

Printed Name of Signatory ______________________________

Title ______________________________

Reporting Entity Name ______________________________

Address ______________________________

City, State, Zip ______________________________

Sworn to before me this ____________ day of ______________________ 20 ________ ;

______________________________ Notary Public

Exhibit I.J. - NOTICE OF BIDDING INTENTION FORM

NYS Department of Civil Service
RFP No. 2012RX-1
entitled
"PHARMACY BENEFIT SERVICES for
THE EMPIRE PLAN, EXCELSIOR PLAN,
STUDENT EMPLOYEE HEALTH PLAN, and
NEW YORK STATE INSURANCE FUND
WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS"

Notice of Bidding Intention Form

(Please PRINT Firm's Name Above)

With regard to this RFP, (check one of the following boxes applicable):

☐ We **ARE INTERESTED & MAY** submit a bid response.

☐ We **ARE NOT INTERESTED & WILL NOT** be submitting a bid response because:

____

____

____

____

INTEREST IN M/WBE SUBCONTRACTING POSTING:
(Check box if applicable)

☐ Our firm is a NYS certified M/WBE interested in a subcontracting opportunity. Please add our firm's contact information, indicated at the top of this Form, to the list of certified M/WBE subcontractors that have expressed interest in this Procurement. The list will be posted on Procuring Agencies' web page for this Procurement. The NYS M/WBE certification documentation for our firm is attached

____
Name of Contact at Firm

____
Title

__________/ ___________ /__________
Date

Complete the tables above and submit it to the **Pharmacy Benefit Services** Procurement Manager specified in RFP, § II.A.2.b. The completed table may be emailed, faxed and/or mailed (see addresses provided in RFP, §II.A.2.b.).

Part 1 of this Attachment 1, as contained on the following page, should be completed by the Offeror and emailed, faxed and/or mailed to the Pharmacy Benefit Services Procurement Manager as set forth in RFP, §II.A.2.b.

Part 2 of this Attachment 1 should, prior to initiating any contact with the Procuring Agencies, be completed for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Procuring Agencies in regards to this Procurement and submit it to the Pharmacy Benefit Services Procurement Manager specified in RFP, §II.A.2.b.

Exhibit I.K. – Part 1

Offeror's Affirmation of Understanding and Agreement

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). the Procuring Agencies' employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding.

Further information about these requirements can be found at:
http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Procuring Agencies' procedures regarding permissible contacts as required thereby.

Name of Offeror:	
By:	
	(Signature)
Name:	
Title:	
Address:	
Date:	

Exhibit I.K. – Part 2

Offeror Designated Contact	
First Name	
Last Name	
Company Name	
Company Address:	
Street Address	
City	
State	
Zip	
Individual's Business Telephone # (xxx) xxx-xxxx	
Principal Place of Business (1)	
Individual's Occupation	

(1) Enter the location of the individual's Principal Place of Business (e.g. Albany, NY)

Complete the table above for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Procuring Agencies in regards to this Procurement, prior to the individual initiating any contact with the Procuring Agencies, and submit it to the Pharmacy Benefit Services Procurement Manager specified in §II.A.2.b. of the RFP.

State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION

Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

Policy on Restrictions on Contacts During the Procurement Process
Procurement Lobbying, Ch.4, L. 2010 State Finance Law (SFL) Sections 139-j and 139-k

I. Definitions

For the purpose of this policy as it regards RFP#2012-RX1, the following definitions apply:

"Article of procurement" means a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Procuring Agencies governmental procurement.

"Contacts" means any oral, written, or electronic communication with DCS, NYSIF or any other State governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement. However, any communications received by the Procuring Agencies from members of the State legislature or legislative staff, when acting in his or her official capacity, shall not be considered to be a "contact" and shall not be recorded by the Procuring Agencies' staff pursuant to this policy.

"Procurement Contract" means any contract or other agreement, including an amendment, extension, renewal, or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of $15,000. Grants, contracts entered into under SFL Article 11-B, and intergovernmental agreements shall not be deemed "procurement contracts" for the purpose of this policy.

"Governmental entity" means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary, including DCS and NYSIF; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined

in paragraph (ii) of subdivision (s) of section one-c of the legislative law; (7) a subsidiary or affiliate of such a public authority.

"Offeror" means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Procuring Agencies or any other State governmental entity about a governmental procurement during that procurement's restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the Procuring Agencies regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document.

"Proposal" means any bid, quotation, offer or response to the Procuring Agencies solicitation of submissions relating to procurement.

"Governmental procurement" means:

a) the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the public notification of the specifications, , bid documents, request for proposals or evaluation criteria for a procurement contract;

b) the solicitation for a procurement contract;

c) the evaluation of a procurement contract;

d) the award, approval, denial, or disapproval of a procurement contract; or

e) the approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the State Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offeror/Contractor.

"Restricted period" means the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, or invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in separate procurement contracts with DCS and NYSIF, and ending with the final contract award and approval of DCS and NYSIF and, where applicable, the State Comptroller.

"Revenue contract" means any written agreement between DCS and/or NYSIF and an Offeror whereby DCS and/or NYSIF gives or grants a concession or a franchise.

II. Designated Contacts

For each governmental procurement, the Procuring Agencies shall at the same time that a restricted period is imposed, designate, with regard to each governmental procurement, a person or person(s) who are knowledgeable about the procurement and who may be contacted by Offerors relating to the governmental procurement. Each Offeror who contacts the Procuring Agencies during a procurement's restricted period is permitted to make permissible contacts only the person(s) designated by the Procuring Agencies for that purpose (i.e., Designated Contact). Such contacts must comply with the requirements established by SFL sections 139-j and 139-k, and with the requirements set forth by the Procuring Agencies in the solicitation document.

III. Offeror Affirmation of Understanding and Agreement to Comply

As a threshold requirement to participating in a procurement, the Procuring Agencies shall require each Offeror to provide written affirmation of its understanding of and agreement to comply with the Procuring Agencies' policy and procedures relating to permissible contacts during the governmental procurement's restricted period. Such a written affirmation by an Offeror shall be deemed to apply to any amendments to a procurement submitted by the Procuring Agencies after an initial affirmation is received with an initial bid.

IV. Contact Documentation

Upon any contact during the procurement's restricted period, the Procuring Agencies' staff shall obtain the name, address, telephone number, place of principal employment, and occupation of the person or organization making the contact, and also shall inquire whether the person or organization making the contact was the Offeror or was retained, employed, or designated by or on behalf of the Offeror to appear before or contact the Procuring Agencies about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.

V. Non-responsibility Disclosure

The Procuring Agencies' staff shall ensure that all solicitation documents require Offerors to disclose findings of non-responsibility made within the previous four years by any State governmental entity where such prior finding of non-responsibility was due to:

a) a violation of the procurement lobbying requirements established at SFL section 139-j; or

b) the intentional provision of false or incomplete information to a government entity.

VI. Non-responsibility Determination

The failure of an Offeror to timely disclose accurate or complete information to the Procuring Agencies regarding the above shall be considered by the Procuring Agencies in their determination of the Offeror's responsibility. No procurement contract shall be awarded to any such Offeror, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders unless the Procuring Agencies find that the award of the contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe, provided however, that the Procuring Agencies shall include in the procurement record a statement describing the basis for such finding.

VII. Contractor Certification

A contract award subject to SFL sections 139-j and 139-k shall contain a certification by the successful Offeror that all information provided to the Procuring Agencies with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.

Each contract shall contain a provision authorizing the DCS/NYSIF to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The Procuring Agencies shall include in the procurement record a statement describing the basis for such termination.

Any employee of the Procuring Agencies who becomes aware that an Offeror has made an impermissible contact(s) during the procurement shall immediately notify the DCS Ethics Officer or the DCS Director of Internal Audit. If an Offeror violates these requirements with regard to permissible contacts at a governmental entity other than the DCS or NYSIF, the employee of that entity who becomes aware of the violation shall notify that entity's Ethics Officer, Inspector General, if any, or other official of that entity responsible for reviewing or investigating such matters, who shall in turn notify the DCS Ethics Officer or the DCS Director of Internal Audit.

VIII. DCS Review of Alleged Violations and the Imposition of Sanctions

a) If the DCS Ethics Officer or the DCS Director of Internal Audit receives notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the

Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigation the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of Proposals, or the selection decision.

b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, the Procuring Agencies shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Procuring Agencies' discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the DCS and/or NYSIF staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation. Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the DCS and/or NYSIF staff conducting the investigation.

c) If it is found that an Offeror has knowingly and willfully made an impermissible contact in violation of these requirements, then the DCS and/or NYSIF staff making such findings shall report to the President of the Civil Service Commission related instances, if any, of any Procuring Agencies employee's violation of Public Officers Law sections 73(5) and 74.

IX. Sanctions

a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the Procuring Agencies find that the award of the procurement contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. If such in the case, the Procuring Agencies shall include in the procurement record a statement describing the basis for such a finding.

b) Any subsequent determination of an Offeror's non-responsibility due to violation of these requirements within four years of a prior determination of non-responsibility due to a violation of these requirements shall result in the Offeror being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

X. Model Language For Solicitation Documents

The Procuring Agencies' staff shall ensure that the model language set forth below is included in all solicitation documents issued by the Procuring Agencies, subject to final review by their Offices of Counsel:

Restrictions on Contacts Between
Offerors and State Staff During the Procurement Process

a) Pursuant to State Finance Law sections 139-j and 139-k, this procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" to other than designated staff of the Procuring Agencies and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions ("permissible contacts"). Staff is required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The Procuring Agencies' policy and procedures are attached as Exhibit (TBD) to this RFP. Further information about these requirements can be found at:

   http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html

b) In order to ensure public confidence and integrity in the procurement process, the Procuring Agencies will control strictly all communications between any Offeror and participants in the evaluation process from the earliest notice of intent to solicit offers in this procurement through the final award and approval of the procurement contract by DCS/NYSIF and OSC, if applicable. "Offeror" means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Procuring Agencies or any other State governmental entity about a governmental procurement during that procurement's restricted period whether or not the caller has a financial interest in the outcome of the governmental procurement; provided, however, that a governmental agency or its employees that communicates with the Procuring Agencies regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning this procurement must be made to the Procurement Manager. The Procuring Agencies shall disqualify any Offeror who fails to comply with this requirement.

Pharmacy Benefit Services Procurement Manager

Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Fax: **(518) 402-2835**
E-mail: **2014RxBenefitRFP@cs.state.ny.us**

Additionally, any Offeror is strictly prohibited from making any contacts or inquiries concerning the procurement with any member, officer or employee of any governmental entity other than the Procuring Agencies from the date the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the date the RFP is released until the end of the procurement, subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

c) The following contacts are exempted from the provisions of paragraph 3 of section 139-j and as such do not need to be directed to the Procurement Manager pursuant to section 139-k:

(1) the submission of written proposals in response to the solicitation document;

(2) the submission of written questions by a method set forth in the solicitation document when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the procurement;

(3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation document;

(4) complaints by an Offeror regarding the failure of the Procuring Agencies' Procurement Manager to respond to an Offeror's authorized contacts, when such complaints are made in writing to the DCS' Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;

(5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with DCS/NYSIF solely for the purpose of negotiating the terms of the contracts after having been notified of tentative award;

(6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;

(7) A. contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before DCS/NYSIF seeking a final administrative determination, or in a subsequent judicial proceeding; or

B. complaints of alleged improper conduct in the procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or

C. protests, appeals or complaints to the State Comptroller's office during the process of contract approval, where the State Comptroller's approval is required provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to State Finance Law section 163; or

D. complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office; and

(8) communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.

Revised 4/2011

State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Compliance with Public Officers Law Requirements

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: ____

Name & Title of Representative: ____

Signature: ____

Date: ________________

State of New York
Department of Civil Service
Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: ____

Name & Title of Representative: ______________________________________

Signature: ____

Date: ______________

State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

MWBE UTILIZATION PLAN

OFFICE OF FINANCIAL ADMINISTRATION MWBE-100 (9/2011)

INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

Offeror Name:			Federal Identification No.:	
Address:			Solicitation No.:	
City, State, Zip Code:			M/WBE Goals for the Solicitation: MBE: % WBE: %	
1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary.)	5. Dollar Value of Subcontracts/Supplies
A.	NYS ESD Certified ☐ MBE ☐ WBE			
B.	NYS ESD Certified ☐ MBE ☐ WBE			

6. WAIVER REQUESTED: MBE: ☐ YES ☐ NO If YES, submit form MWBE101 / WBE: ☐ YES ☐ NO If YES, submit form MWBE101

PREPARED BY (Signature):	TELEPHONE NO.:	EMAIL ADDRESS:
NAME AND TITLE OF PREPARER (Print or Type):		
DATE: Offeror's Certification Status: ☐ MBE ☐ WBE		

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FIUNDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

*****************FOR DEPARTMENT USE ONLY*****************

REVIEWED BY:	DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:____

MBE CERTIFIED: ☐ YES ☐ NO

WBE CERTIFIED: ☐ YES ☐ NO

WAIVER GRANTED: ☐ YES ☐ NO

☐ Total Waiver ☐ Partial Waiver

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO

Date: _____

NEW YORK STATE INSURANCE FUND - M/WBE UTILIZATION PLAN

INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the supplies and/or services to be provided by each Minority and Women-owned Business Enterprise (M/WBE) identified by the Offeror. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:

Federal Identification No.:

Solicitation No.:
M/WBE Goals in the Contract: MBE % WBE %

1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies
1.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			
2.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

6. WAIVER REQUESTED: MBE:______ YES ______NO IF YES, submit form MWBE101 / WBE: _____YES _______NO IF YES, submit form MWBE101

PREPARED BY (Signature):
DATE: **Offeror's Certification Status:_____MBE _____WBE**
NAME AND TITLE OF PREPARER (Print or Type):
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

TELEPHONE NO.:

EMAIL ADDRESS:

******FOR NYSIF USE ONLY******

REVIEWED BY: **DATE:**

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

MBE CERTIFIED: _____YES ____NO

WBE CERTIFIED: _____YES ____NO

WAIVER GRANTED: ____YES ____NO
____TOTAL WAIVER ____PARTIAL WAIVER

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date:______________

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date:_____________

EXHIBIT I.P.Offeror's Certification of Compliance Pursuant to State Finance Law §139-k(5)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Procuring Agencies with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Procuring Agencies, the Offeror must provide the following certification that the information it has and will provide to the Procuring Agencies pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of Offeror: ______________________________

By: ______________________________
(Signature)

Name: ______________________________

Title: ______________________________

Address: ______________________________

____

Date: ____________________

State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

M/WBE GOAL REQUIREMENTS
CERTIFICATION OF GOOD FAITH EFFORTS

OFFICE OF FINANCIAL ADMINISTRATION **MWBE-104 (1/2012)**

The Contractor must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of the State Contract.

The undersigned hereby certifies that he/she has taken the following actions on behalf of the Contractor to demonstrate the aforesaid good faith efforts [check actions as applicable]:

☐ (a) The Contractor attended any pre-bid meetings that were scheduled by the Department or the NYS Department of Economic Development or its designee to inform minority and women business enterprises of contracting and subcontracting opportunities available on the project;

☐ (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to minority and women small business enterprises in order to increase the likelihood of participation by such enterprises;

☐ (c) The Contractor advertised in general circulation, trade association, and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;

☐ (d) The Contractor solicited and provided written notice to a reasonable number of minority and women business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the enterprises to participate effectively;

☐ (e) The Contractor followed up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;

☐ (f) The Contractor provided interested minority and women business enterprises with adequate information about the plans, specifications and requirements for the contracting or subcontracting opportunity;

☐ (g) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women business enterprises; and

☐ (h) The Contractor negotiated in good faith with minority and women business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any minority or women business. "Good faith" negotiating means engaging in good faith discussions with minority or women businesses about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available.

Signature:	Date:
Print Name:	
Title:	
Company:	

Sworn to before me this _____ day of 20______

____
Notary Public

New York State Insurance Fund

M/WBE GOAL REQUIREMENTS
CERTIFICATION OF GOOD FAITH EFFORTS

MWBE-104 (1/2012)

The Contractor must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of the State Contract.

The undersigned hereby certifies that he/she has taken the following actions on behalf of the Contractor to demonstrate the aforesaid good faith efforts [check actions as applicable]:

- ☐ (a) The Contractor attended any pre-bid meetings that were scheduled by the Department or the NYS Department of Economic Development or its designee to inform minority and women business enterprises of contracting and subcontracting opportunities available on the project;
- ☐ (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to minority and women small business enterprises in order to increase the likelihood of participation by such enterprises;
- ☐ (c) The Contractor advertised in general circulation, trade association, and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;
- ☐ (d) The Contractor solicited and provided written notice to a reasonable number of minority and women business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the enterprises to participate effectively;
- ☐ (e) The Contractor followed up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- ☐ (f) The Contractor provided interested minority and women business enterprises with adequate information about the plans, specifications and requirements for the contracting or subcontracting opportunity;
- ☐ (g) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women business enterprises; and
- ☐ (h) The Contractor negotiated in good faith with minority and women business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any minority or women business. "Good faith" negotiating means engaging in good faith discussions with minority or women businesses about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available.

Signature:	Date:
Print Name:	
Title:	
Company:	

Sworn to before me this _____ day of 20______

____

Notary Public

New York State Department of Civil Service and the New York State Insurance Fund's

"PHARMACY BENEFIT SERVICES for THE EMPIRE PLAN, EXCELSIOR PLAN, STUDENT EMPLOYEE HEALTH PLAN, and NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS RFP"

Questions Template

Question Number	RFP Page #	Section and Sub-Section Reference	Question

Offerors are requested to use the Question Template table above in submitting questions. Offerors' questions must be submitted to the Pharmacy Benefit Services Procurement Manager at the address specified in Section II.A.6 of this RFP, with an electronic copy of the Offeror's questions sent to the Pharmacy Benefit Services Procurement Manager's attention at: **2014RxBenefitRFP@cs.state.ny.us**

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

Mr. Robert Kennedy
Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, New York 12239

RE: Request for Proposals entitled:
"PHARMACY BENEFIT SERVICES for THE EMPIRE PLAN, EXCELSIOR PLAN, STUDENT EMPLOYEE HEALTH PLAN, and NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS"
Firm Offer to the State of New York

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to the Procuring Agencies' Request for Proposals entitled **"PHARMACY BENEFIT SERVICES for THE EMPIRE PLAN, EXCELSIOR PLAN, STUDENT EMPLOYEE HEALTH PLAN, and NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAMS"** (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

[INSERT OFFEROR NAME] accepts the terms and conditions as set forth in RFP, Section VIIA and VIIB and Appendices A, B (DCS), B (NYSIF), C (DCS), C (NYSIF), and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

[INSERT OFFEROR NAME] agrees to execute separate contractual agreements with the Department of Civil Service and the New York State Insurance Fund composed substantially of the terms and conditions set forth in the draft contracts included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B (DCS), B (NYSIF), C (DCS), C (NYSIF) and D to the draft contract.

[INSERT OFFEROR NAME] further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.9 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **[INSERT OFFEROR NAME]** delivers to the Procuring Agencies written notice of withdrawal of its Proposal.

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:

Administrative Proposal: Total of sixteen (16) hard copy volumes [four (4) original and twelve (12) copies] and one (1) electronic copy on CD.

Technical Proposal: Total of sixteen (16) hard copy volumes [four (4) original and twelve (12) copies] and one (1) electronic copy on CD.

Cost Proposal: Total of sixteen (16) hard copy volumes [four (4) original and twelve (12) copies] and one (1) electronic copy on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date:_____________ **[INSERT OFFEROR NAME]**

By: _________________________________
(signature)

____
(name)

____
(title)

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: **SS.:**
COUNTY OF }

On the _____ day of _____________________in the year 2011, before me personally appeared: ____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at ____,
Town of ____,
County of _______________________ , State of ______________________ ; and further that:

[Check One]

(____ If a corporation): _he is the _____________________________________ of ____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(____If a partnership): _he is the ____________________________________ of ____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

____
Notary Public

Exhibit I.T Offeror Attestations Form (Amended April 4, 2012)

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:
The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other ____________
No.	**RFP Ref.**	**RFP Requirement:**
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ possesses ☐ does not possess the legal capacity to enter into separate contracts with the Procuring Agencies.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it has the capability to dispense all covered prescriptions, including Compound Drugs, through the mail service pharmacy process. The Offeror must attest that it either owns or has subcontracted, a currently operational facility(ies) with available capacity to fully administer the Programs' Mail Service Pharmacy Process. The Offeror must attest that it will be capable of processing all the Programs' mail order prescriptions as of the contract's implementation date on January 1, 2014. The Programs do not require the facility(ies) processing prescriptions under the mail service pharmacy process be within New York State. Any facility serving the Programs' mail service pharmacy process must be registered with the NYS Education Department and meet all the requirements of Section 6808 of the New York State Education Law. The Offeror must recognize the full prescribing authority of medical professionals granted by NYS where allowed by state law.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it has the capability to dispense Specialty Medications through one or more Designated Specialty Pharmacy(ies), for those Employee groups participating in the Specialty Pharmacy Program.

4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it provides Point of Service prescription claims adjudication and pharmacy benefit management services for a minimum of five million (5,000,000) lives. The Offeror must provide a list of client organizations with the number of lives served through each client to clearly demonstrate that the Offeror meets the minimum requirement of five million (5,000,000) lives. In determining lives, the Offeror should: a. Include both at-risk and fee-for-service business; b. Include Medicaid business; c. Count all lives [i.e., DCS: an Enrollee, a Dependent Spouse and two (2) eligible Dependent Children count as four (4) – NYSIY: Claimant (1)]; d. Exclude any non-Pharmacy benefit management business; e. Exclude any mail service only lives and any discount savings card lives; and f. Exclude any discount card program lives.
5.	Section III.B.5	As of the Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest its proposed retail pharmacy network for the Programs meets the following minimum Retail Pharmacy Network access guarantees: a. Ninety percent (90%) of Enrollees in urban areas will have at least one (1) Network Pharmacy within two (2) miles; b. Ninety percent (90%) of Enrollees in suburban areas will have at least one (1) Network Pharmacy within five (5) miles; and c. Seventy percent (70%) of Enrollees in rural areas will have at least one (1) Network Pharmacy within fifteen (15) miles.
6.	Section III.B.6	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV.B.3. of this RFP, entitled Implementation, including Section IV.B.3.b.(2) requiring the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.
7.	Section III.B.7	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest It will maintain and make available as required by the Procuring Agencies a complete and accurate set of records related to the Agreements resulting from this RFP as required by Appendices A and B and the draft Agreements set forth in Section VII of this RFP. This includes, but is not limited to, pharmacy contracts, manufacturer's rebate agreements, detailed claim records, and any and all other financial records as deemed necessary by the Procuring Agencies to discharge their fiduciary responsibilities to the Programs' participants and to ensure that public dollars are spent appropriately.

8.	Section III.B.8	At time of bid submission, Offeror represents and warrants that it: ☐ attests ☐ does not attest it will participate in ~~the Business Model Assessment~~ a responsibility determination that will include an assessment of the Offeror's financial protections and transparency required by this RFP and that it will produce such documentation as the Procuring Agencies in their sole discretion may require during that process. The ~~Business Model Assessment~~ responsibility determination will evaluate compliance with the following: a. Alignment of the Offeror's business model with the financial interests of the Programs; b. Adequacy of the financial protections proposed by the Offeror to address any conflicts presented between the Offeror's business model and the best financial interests of the Programs; and c. Transparency of all business relationships relating to the Programs. This includes but is not limited to sufficient documentation of existing business relationships to allow the Procuring Agencies to verify the reasonableness of the Offeror's proposal.
9.	Section III.B.9	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it has submitted as part of its Proposal, if so required by the RFP, or will submit all Transmittal letters, Statements, Formal Certifications and Exhibits as required in Section II of this RFP related to the Offeror's compliance with all rules, laws, regulations and executive orders.
10.	Section III.B.10	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it will execute the duties and responsibilities set forth in Section IV of this RFP in strict conformance to the requirements described in that section of the RFP.
11.	Section III.B.11	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it has the ability to adjudicate all Point of Service claims under the Programs using the applicable copayments (DCS only) for brand and generic drugs as defined in Section IV of this RFP.
12.	Section III.B.12	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest it has current URAC accreditation in the area of Pharmacy Benefit Management.

Date:______________ ____

Signature

[INSERT OFFEROR NAME]

[INSERT TITLE]
[INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: **SS.:**
COUNTY OF }

On the _____ day of _____________________in the year 2012, before me personally appeared: ____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____________________________________, Town of ____, County of _______________________ , State of ______________________ ; and further that:

[Check One]

(____ If a corporation): _he is the _____________________________________ of ____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(____If a partnership): _he is the ____________________________________ of _______________________________________, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

____

Notary Public

Exhibit I.U Key Subcontractors

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide any of the services required under the RFP, the Offeror must complete and submit a single Exhibit I.U to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor	
Offeror's Name:	
The Offeror: ☐ is ☐ is not proposing to utilize the services of a subcontractor(s) to provide Program Services	
Subcontractor's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other __________________________
As of the date of the Offeror's Proposal, a subcontract ☐ has ☐ has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to the Prescription Drug Program Services.	
In the space provided below, describe the Subcontractor's role(s) and responsibilities regarding Program Services to be provided by the subcontractor:	
Relationship between Offeror and Subcontractor for Current Engagements: (Complete items 1 through 5 for each client engagement identified)	
1. Client:	
2. Client Reference Name and Phone #	
3. Program Title:	
4. Program Start Date:	
5. In the space provided below, Program Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:	

Reference #: ______________

Abstract
Customer For Whom Services Were Performed: ____
Customer Address: ____ ____ ____
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's ascertain that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP.)
Program Contact References: (Required And Will Be Verified) (Attach Additional References If Desired) Contact Name: ______________________ Contact Title: ____________________________ Phone Number: ______________________ E-Mail Address: ___________________________ Contact Name: ______________________ Contact Title: ____________________________ Phone Number: ______________________ E-Mail Address: ___________________________

Exhibit I.W Compliance with NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Procuring Agencies shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS/NYSIF, the selected Offeror will be required to verify for DCS/NYSIF, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS/NYSIF would prefer Offeror submit this insurance verification information with their Proposals, if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website http://www.wcb.state.ny.us. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage [1]; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE**: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage[1]; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

[1] *Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.*

DEPARTMENT OF CIVIL SERVICE INFORMATION SECURITY POLICY

OCTOBER 1, 2007

Nancy Groenwegen
Commissioner

LIST OF POLICIES

Information Security Policy Purpose ____ *3*
Information Security Program Scope ____ *4*
Information Security Organization and Responsibilities ____ *6*
Data Classification ____ *9*
Acceptable Use ____ *11*
Security Awareness ____ *19*
Physical Security ____ *21*
Access Control ____ *24*
Anti-Virus Protection ____ *27*
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Policy Name	INFORMATION SECURITY POLICY PURPOSE
Category	Security
Policy Number	1.01
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the purpose of the Department of Civil Service Information Security Policy.

POLICY STATEMENT

The Department of Civil Service (DCS) Information Security Policy implements the New York State policy issued by the Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) and the HIPAA security requirements; and is a collection of over twenty security policies. The purpose of the Information Security Policy is to define a set of minimum security requirements that must be met by the Department.

The primary objectives of the Information Security Policy are to:

1. effectively manage the risk of security exposure or compromise within Department systems;
2. communicate the responsibilities for the protection of Department information;
3. establish a secure processing base and a stable processing environment;
4. to the extent reasonably possible, reduce the opportunity for errors to be entered into an electronic system supporting Department business processes;
5. preserve management's options in the event of an information asset misuse, loss or unauthorized disclosure; and
6. promote and increase the awareness of information security.

The policy applies to all workforce members, business partners, clients, and suppliers.

Where conflicts exist between this policy and Division policies, the more stringent policy takes precedence.

DEFINITIONS

Workforce Member: staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SECURITY PROGRAM SCOPE
Category	Security
Policy Number	1.02
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the scope of the Department of Civil Service Information Security Program.

POLICY STATEMENT

All Department information must be protected from unauthorized access to help ensure the information's confidentiality and maintain its integrity. The Department has established an information security function led by the ISO. The scope of the Information Security Program is to:

1. develop, deploy and maintain an information security architecture that will provide security policies, mechanisms, processes, standards and procedures that meet current and future business needs of the Department;
2. provide information security consulting to the Department regarding security threats that could affect the computing and business operations, and make recommendations to mitigate the risks associated with these threats;
3. assist management in the implementation of security measures that meet the business needs;
4. develop and implement security training and awareness programs that educate workforce members and vendors with regard to the information security requirements;
5. investigate and report to management breaches of security controls, and implement additional compensating controls when necessary to help ensure security safeguards are maintained;
6. participate in the development, implementation and maintenance of disaster recovery processes and techniques to ensure the continuity of the Department's business, in the event of an extended period of computing resource unavailability;

The Information Security Program will address all information, regardless of the form or format, which is created or used in support of business activities.

The Security program will contain protocols and procedures that support the implementation of the information security policy for systems and technologies being used within their domains. These security protocols and procedures will be produced and implemented to ensure uniformity of information protection and security management across the different technologies deployed within the Department. The protocols and procedures can be used as a basis for policy compliance measurement.

DEFINITIONS

Availability: The property of being operational, accessible, functional and usable upon demand by an authorized entity, e.g. a system or user.
Confidentiality: The property that information is not made available or disclosed to unauthorized individuals, entities, or processes.
Integrity: The property that data has not been altered or destroyed from its intended form or content in an unintentional or an unauthorized manner.
Workforce Member: staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SECURITY ORGANIZATION AND RESPONSIBILITIES
Category	Security
Policy Number	1.03
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the Department of Civil Service Information Security Organization roles and responsibilities.

POLICY STATEMENT

The Commissioner will establish the framework for the Department of Civil Service Information Security Program and appoint an ISO.

The ISO is responsible for the implementation, enhancement, monitoring, and enforcement of the information security policy and protocols of all stored, processed, or transmitted data. The ISO may delegate these responsibilities to others, at the same time ensuring the duties are completed with due diligence. The ISO's responsibilities include:

- Directing the Information Security Program
- Chairing the Information Security Steering Committee
- Producing recommendations for policy, protocols, and processes
- Educating workforce members
- Implementing appropriate safeguards
- Facilitating compliance with safeguards
- Investigating alleged incidents
- Participating in the development, implementation and maintenance of disaster recovery programs
- Reporting on security program activities
- Supporting statewide security initiatives
- Evaluating new threats and counter measures
- Reviewing and approving all external connections to the network
- Providing consulting to all levels of management on information security
- Following New York State cyber-incident reporting requirements
- Being aware of the laws and regulations affecting security controls
- Reporting information security program compliance to the Commissioner

The Information Security Steering Committee include, at a minimum, Office of Human Resources Management, Office of Financial Management, Director of Internal Audit, Information Resource Management (IRM), and Office of the Counsel. The Information Security Steering

Committee will meet regularly. The responsibilities of the Information Security Steering Committee include:

- Developing the Department's information security strategy
- Overseeing the Department of Civil Service Information Security Program
- Formulating the security policies, protocols, and standards

- The responsibilities of the members of the Information Security Team include:
- Assisting in developing and communicating the Information Security Policy, protocols, standards for the Department
- Identifying security awareness issues
- Assisting Division Directors with the development of awareness materials and tools
- Monitoring the effectiveness of information security measures
- Conducting security reviews and identifying the need for additional controls
- Participating in security incident response teams
- Providing support to new application and system development, acquisition and deployment
- Assessing security risks
- Developing the access control strategy, firewall strategy, network deployment strategy, audit control strategy, and other security strategies as identified in the risk assessment
- Facilitate security planning meetings with various members of Technical Support, the ISO, the CIO, and others as appropriate

- Division Directors/Information Owners have the accountability for all of the security safeguards regarding their information asset. The responsibilities of the Division Director/Information Owner include:

- Classifying information assets
- Ensuring consistent labeling and handling of information assets
- Periodically reviewing security measures for information assets
- Handling requests for information regarding the information assets
- Ensuring security controls for third party access to the information asset
- Assigning and supervising data custodians
- Ensuring regulatory compliance
- Implementing Department and Division policies
- Ensuring adequate controls for the information assets
- Establishing access privileges for the information assets
- Ensuring that Division workforce members are informed of the security policies and understand their security responsibilities
- Establishing and maintaining business continuity plans for their Division
- Coordinating with the Division Liaison regarding issues related to IRM efforts

- The responsibilities of IRM include:
- Implementing appropriate security controls in accordance with the Policies
- Using their privileged access to information systems only as authorized
- Responding quickly to suspected security incidents and escalating them in accordance with Security Incident Response Guidelines
- Reporting information security related activity to the ISO
- Creating a security team or appointing security analysts or security administrators to handle the tasks that support ISO goals.

- Ensuring processes, policies, and requirements are identified and implemented relative to security requirements of the Division Directors/Information Owners.
- Ensuring the proper controls of information are implemented.
- Ensuring the participation of the ISO and Information Security Team in identifying and selecting security controls and procedures.
- Ensuring that critical data and recovery plans are backed up and kept at a secure off site facility.

Workforce members are responsible for understanding of their role in the security of the Department's computing resources and information assets. They are responsible for gaining a clear understanding of what uses are acceptable and what uses are unacceptable. They must understand and adhere to all security policies, actively report suspected security incidents, report misclassification of information, and actively protect all information and resources. All workforce members are responsible for reading, understanding, and signing the security policies appropriate to their position, which includes at a minimum, the *Acceptable Use Policy*.

Refer to *Acceptable Use Policy, Security Incident Response Management Policy,* and *Contingency Planning Policy.*

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.
Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	DATA CLASSIFICATION
Category	Security
Policy Number	1.04
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2005
Revision Date	October 1, 2006

PURPOSE

To properly manage all Department information from its creation, through authorized use, to proper disposal.

POLICY STATEMENT

In order to ensure that all Department information is properly managed from its creation, through authorized use, to proper disposal, each information asset must be defined and classified based on its value, sensitivity, consequences of loss or compromise, and/or legal and retention requirements. Each classification will have a set or range of controls, designed to provide the appropriate level of protection of the information and its associated application software commensurate with the value of the information in that classification. Security controls will include considerations regarding identification and authentication, access control, confidentiality, network security, host security, physical security, data integrity, non-repudiation, monitoring and compliance.

All information must have a designated information owner. Division Directors/Information Owners are responsible for classifying all information.

The Division Director/Information Owner will be responsible for assigning the initial information classification, making all decisions regarding security controls, and making daily decisions regarding information management. Division Directors/Information Owners must conduct periodic high-level business impact analyses on the information to determine its relative value and risk of compromise. Based on the results of the assessment, the Division Directors/Information Owners must reclassify the information.

Data sensitivity will be established by assigning levels of confidentiality, integrity, and availability to each information asset. Additional information must be associated with each information asset regarding retention requirements, location, current access control measures, ease of recovery, and other legal requirements governing the handling of the information asset. When making such decisions the information "owner" must consider the external regulatory issues surrounding the data's classification, particularly those surrounding the Freedom of Information Law (FOIL) and the Health Insurance Portability and Accountability Act (HIPAA).

Ratings for confidentiality, integrity, and availability are to follow these definitions:

Confidentiality

- Confidential (High)
  - Unauthorized or unintentional disclosure of the information asset could result in grave loss of public confidence, in fraud, in major legal action, or in major financial loss.

- Internal (Medium)
    - Unauthorized disclosure of the information asset could compromise the Department enough to result in significant financial loss or legal action.
- Public (Low)
    - Unauthorized or unintentional disclosure of the information asset would result in only public relations issues and minor to no financial loss.

Integrity

- High
    - Unauthorized or unintentional modification of the information asset could result in grave loss of public confidence, in fraud, in major legal action, or in major financial loss.
- Medium
    - Unauthorized or unintentional modification of the information asset could compromise the Department enough to result in significant financial loss or legal action.
- Low
    - Unauthorized or unintentional modification of the information asset would result in only minor financial loss and would require only administrative action to correct.

Availability

- High
    - The loss of the information asset could result in grave loss of public confidence, major financial loss or major legal action.
- Medium
    - The lack of the information asset results in a serious compromise of a business function or a likelihood of significant financial loss or legal action.
- Low
    - The business function can continue without the information asset, or
    - The loss of the information asset will result in only minor financial loss.

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.
Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ACCEPTABLE USE
Category	Security
Policy Number	1.05
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To identify acceptable use and non-acceptable use of the Department of Civil Service's computing resources and information assets, to set expectations regarding privacy while using the Department's email and Internet services, to explain Department rights, to address enforcement and violations provisions, and to set forth the Department's *Acceptable Use Policy* that all Department workforce members are required to read and sign.

POLICY STATEMENT

The use of the Department's computing resources and information assets by any workforce member must be consistent with this *Acceptable Use Policy*. All workforce members must follow this policy at all times while using Department computing resources and information assets. Any misuse of the Department's resources may result in disciplinary action including termination of employment. All workforce members must understand and sign a copy of this *Acceptable Use Policy*.

The Department provides computing resources, information, and technical support to workforce members for Department business purposes only. Personal and casual use is permitted and must be kept to a minimum.

Workforce members must:

- Conduct computer processing activities only within the limits of the access assigned or delegated by management and to inform management of situations necessitating a change in access levels.
- Take required actions to protect information and computing resources from unlawful, unauthorized, or unacceptable actions or events resulting in modification or destruction.
- Be personally accountable for the use and safekeeping of access codes, passwords, keys, or other means used to secure access to computing resources.
- Observe all contractual, regulatory, and legal obligations governing the use of Department information and facilities. Workforce members must comply with all software licenses, copyrights, patent, trade secret, and any state, federal, and international laws governing intellectual property.
- Report suspected security breaches promptly to the attention of management and/or the ISO.

Workforce members must not:

- Disable utilities including anti-virus software installed on their workstations or other computing resources and may not alter computing hardware, software or configurations provided by the Department;

- Install a wireless network or wireless access point and may not download software or utilities;
- Connect dial-up modems to the Department's computer systems connected to a Department local area network or to another internal communication network;
- Store data to local drives unless authorized; or
- Intentionally damage or alter the Department's information assets.

Public Web Site

Workforce members preparing public web site content must be compliant with copyright laws, Department policy, and Department protocols. All content posted on the public web site must be reviewed and approved the ISO or security designee.

Internet Access and Electronic Mail

Internet access and electronic mail (email) are to be used primarily for authorized activities based upon business need. Personal and casual use is permitted and must be kept to a minimum. Internet access is only authorized through the use of an appropriately configured browser as distributed by IRM technical support. Other methods of accessing the Internet using the Department systems are prohibited.

Workforce members are prohibited from using their Internet access in any manner that violates the law or Department policy. Material that is fraudulent, harassing, embarrassing, intimidating, profane, or otherwise unlawful or inappropriate may not be created, maintained, transmitted, displayed, downloaded, or stored on Department computing resources nor disseminated through the email system. Unacceptable use includes, but is not limited to, the use of computing resources:

- To represent yourself as someone else;
- For sending unsolicited email to persons with whom you do not have a relationship, or without the express permission of your manager;
- For unauthorized attempts to break into any computing system whether the Department's or another organization's;
- For theft or unauthorized copying of electronic files;
- For posting sensitive Department information without authorization from Department;
- To interfere with or disrupt network users, services or equipment;
- For any activity which can create a denial of service, such as "chain letters";
- For "sniffing" or monitoring network traffic;
- For personal gain;
- For representing personal opinions as those of the Department or New York State;
- For solicitation for religious and political causes;
- For private advertising of products or services;
- For marketing or business transactions;
- For harm against any person or entity; and
- To degrade, harass, or embarrass workforce members, other individuals, or groups.

The Department's Internet services are provided on an as is, as available basis. The Department makes no warranties, express or implied, with respect to Internet service, and it specifically assumes no responsibilities for:

- The content of any advice or information received by a workforce member via the Internet or any costs or charges incurred as a result of seeking or accepting such advice;

- Any costs, liabilities or damages caused by the way the workforce member chooses to use his/her agency Internet access;
- Any consequence of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Department.

Workforce members must never set automatic forwarding of email to their personal email accounts unless authorized. Workforce members should anticipate regular automatic deletion of email in inboxes and should take measures to retain email accordingly.

Phishing is a scam in which an email message directs the email recipient to click on a link that takes them to a web site where they are prompted for personal information such as a pin number, social security number, bank account number or credit card number. Both the link and web site may closely resemble an authentic web site however, they are not legitimate. If the phishing scam is successful, personal accounts may be accessed. Workforce members must follow these rules if they receive one of these emails:

- Do not click on the link. In some cases, doing so may cause malicious software to be downloaded to your computer.
- Delete the email message.
- Do not provide any personal information in response to any email if you are not the initiator of the request.

Electronic Devices and Removable Media

Electronic devices must not be attached to a DCS PC unless the device has been issued by DCS and the use has been approved by the ISO. Once approved, electronic devices must always be secured and locked at the desk. Removable media, such as floppies and CD's must be issued by DCS, must be encrypted and must not be discarded via the trash. Workforce members must place discarded removable media in the security scrap box/container for removable media.

When mobile computing facilities such as notebooks, PDA's, blackberries, laptops and mobile phones are used in public places, care must be taken to avoid the risk of unauthorized persons viewing information on the screen. Such equipment must not be left unattended, must be physically locked when not in use, must be encrypted, and must be configured with a password supplied by the Help Desk to enable the equipment to function. All personal, private or sensitive business information (PPSI) must be stored only in encrypted form, and only on external (removable) storage media supplied by the Help Desk. No such information is to be stored on any internal (non-removable) storage devices.

Workforce members in the possession of portable, laptop, notebook, PDA's, blackberries, and other transportable computers must not check these computers in airline luggage systems. These computers must remain in the possession of the traveler as hand luggage unless other arrangements are required by federal or state authorities.

If using telephones outside the Department for business reasons, workforce members should take care that they are not overheard when discussing sensitive or confidential matters, avoid use of any wireless or cellular phones when discussing sensitive or confidential information, and avoid leaving sensitive or confidential messages on voicemail systems. Workforce members must not disclose non-public Department information over an instant messaging, electronic team-room or conferencing system. If sensitive or confidential information will be discussed during a teleconference, workforce members must not send teleconference call-in numbers and pass-codes to a pager.

Clear Desk

At the end of the workday, workforce members must clear their desk of sensitive material. When away from the desk for any length of time, removable media with personal, private or sensitive information (PPSI) must be secured.

Faxing and Printing

Workforce members must not use Internet fax services to send or receive PPSI, must not use third party fax services to send or receive PPSI, and must not send PPSI via wireless fax devices. If sending PPSI documents via fax, workforce members are to verify the phone number of the destination fax and contact the recipient to ensure protection of the fax either by having it picked up promptly or by ensuring that the fax output is in a secure area. When printing a document with PPSI, the document must be picked up immediately.

Passwords

Workforce members must follow password best practices whenever technology permits. These password best practices include but are not limited to:

- Do not write down passwords;
- Use passwords that are not easily guessed or subject to disclosure through a dictionary attack;
- Keep passwords confidential and do not share individual passwords with another individual;
- Change passwords at regular intervals;
- Change temporary passwords at the first logon;
- When technology permits, passwords should contain a mix of alphabetic, numeric, special, and upper/lower case characters; and
- Do not include passwords in any automated logon process, e.g., stored in a macro or function key, web browser or in application code.
- Whenever you leave your desk, press ctrl-alt-delete to lock your computer.

When Working From a Remote Location

Working from a remote location must not occur unless first authorized by the Department. Once approved by the Department, workforce members must ensure that, at a minimum, the following security controls are in place at the remote location:

- PPSI must not be in view of family, friends, or other guests at the home or remote location.
- Passwords must not be written down nor kept in visible locations at the remote location or home.
- Files, printed documents, external storage devices with PPSI must be secured.
- When transporting PPSI, such as files, printed documents, and external storage devices, in a car, these items must be secured.
- All external storage devices must be encrypted.
- Encryption keys must not be stored with external storage devices.
- Paper or media with PPSI must not be discarded at home but must be brought back to the site and disposed via the security scrap mechanisms provided by the Department.
- Home computers used for work must have current anti-virus software, a method for maintaining current signature files, and an active firewall.

Reporting Incidents

Each workforce member must understand his/her role and responsibilities regarding information security issues and protecting the Department's information. Workforce members are required to report any observed or suspected incidents to a manager and/or the ISO or security designee immediately. Workforce members must not attempt to prove a suspected weakness or incident.

Examples of suspected security incidents are:

1. Unsecured computing resources
2. Any unsupervised or otherwise unauthorized person in a server area or a protected area
3. Release of internal directories or other documentation that provides locations of server areas
4. Attempts by an unauthorized individual to obtain access credentials, e.g., ID badges, security access codes, keys.
5. Unauthorized attempts to gain access to DCS network systems or facilities
6. Unapproved hardware connected to the DCS network
7. Computer hardware left in an unsecured area
8. A potential fire or water hazard
9. Damaged equipment, facilities or utilities
10. Loss or misplacement of media (e.g. disks, tapes, paper) containing PPSI that has not been encrypted
11. Inappropriate use of the computing environment
12. Disclosure of PPSI

Reporting Computer Problems

Workforce members are to contact the Help Desk if they notice that their machine is compromised. Possible symptoms of a compromised computer are if the machine is:

- Slow or non-responsive
- Running programs that aren't expected
- Showing signs of high level of activity to the hard drive that is not the result of anything that was initiated by the user
- Displaying messages on the screen that the user hasn't seen before
- Running out of disk space unexpectedly
- Unable to run a program because of lack of memory – and this doesn't happen normally
- Rejecting a valid and correctly entered password

Management

Division Directors and Managers are accountable for enforcing this policy and reporting incidents to the ISO.

Monitoring of Workforce Member Activity

Workforce members should not have an expectation of privacy in anything they create, store, send, or receive on the Department's computing resources. The Department may monitor any and all aspects of its computer systems, including, but not limited to sites visited by workforce members on the Internet, chat groups or newsgroups, material downloaded or uploaded by workforce members to the Internet, or email sent and received by workforce members. The Department conducts content filtering of all Internet activity and outbound and inbound email.

Inspection, monitoring, or reviewing may be done as part of an investigation into allegations of misconduct, fraud, or other wrongdoing; for technical or maintenance purposes; to assure system security; to comply with Department policy and/or legal requirements; or for training purposes. Notifying workforce members that their electronically stored files or communications are being examined will occur optionally at the Department's discretion.

Department of Civil Service Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. The Department has access to all access attempts, messages created and received, and information created or stored using the Department's resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

The Department reserves the right to log and monitor use. The Department reserves the right to remove a user account from the network. The Department assumes no responsibility or liability for files or information deleted.

The Department will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk. The Department makes no warranties, either express or implied, with regard to software obtained from the internet.

The Department makes no warranties, express or implied, with respect to Internet service, and it specifically assumes no responsibilities for:

- The content of any advice or information received by a user outside NYS or any costs or charges incurred as a result of seeking or accepting such advice;
- Any costs, liabilities or damages caused by the way the user chooses to use his/her agency Internet access;
- Any consequence of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Department. The Department's Internet services are provided on an as is, as available basis.

Clear violations of this policy will result in disciplinary actions as appropriate. The Department reserves the right to change its policies and rules at any time.

DEFINITIONS

Electronic devices: Electronically controlled devices that store data, run programs, execute commands, or transmit information. Electronic devices include but are not limited to USB port memory sticks, laptops, personal digital assistants (PDA), and camera phones.
Information Asset: All categories of information, including but not limited to: records, files, and databases.
Local Drive: A storage drive or device that is connected to one's local computer, rather than on a network server managed by IRM.
PPSI: Personal, private or sensitive information.
Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq).
- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation.
- New York State Cyber Security Policy P03-002.
- Information technology – Code of practice for information security management, ISO/IEC 17799.

State of New York
Department of Civil Service
Alfred E. Smith Building
Albany, New York 12236

OFFICE OF HUMAN RESOURCE MANAGEMENT
Acceptable Use Policy Signature Page

ADM-240 (6/05L)

I have read and understand the Acceptable Use Policy, Security Policy 1.05, dated October 1, 2007 that outlines the rights, responsibilities and governance of DCS computing resources and information assets.

I understand that I must do certain things to protect the Department's data and systems. For example, I understand that I am to lock away any floppies that I use when I am away from my desk, lock my computer when I am away from my desk, clear my desk of sensitive material at the end of the day, and report security incidents.

I understand that there are actions that I must **not** take as well. For example, I understand that I must not install programs or change programs already installed on my computer, plug in a piece of equipment to my computer, or disclose my password to others.

I understand that the Department can monitor my actions. I have had the opportunity to ask questions.

I have read and understand this *Acceptable Use Policy*:

Workforce Member's Signature			**Date**
Workforce Member's Name (print)			
Division/Unit			
Telephone Number	–	–	**Ext.**

Please sign and return this page to Office of Human Resources Management. This page will be filed in your personal history folder. Keep the policy for your use. Please do not hesitate to ask questions to clarify items in this policy.

Policy Name	SECURITY AWARENESS
Category	Security
Policy Number	1.06
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008
Replaces	

PURPOSE

To ensure that workforce members are aware of information security threats and concerns, and are equipped to support organizational security policy in the course of their work.

POLICY STATEMENT

An information security awareness program that addresses the needs of all DCS workforce members must be developed, implemented and maintained. The program will include supplements to the new employee orientation program. When appropriate, the training will be role specific. The program must address security procedures, the workforce member's role and responsibilities regarding the protection of DCS's information assets, and the proper use of its computing resources and facilities. At a minimum, security awareness training must be reinforced annually.

All workforce members must complete the assigned information security awareness training. Division Directors/Information Owners must identify any information security awareness or training needs that arise in their Division. Division Directors must ensure that all Division workforce members complete the assigned information security awareness training, according to the prescribed security awareness program. The ISO will oversee the design and deployment of the information security awareness training. The Information Security Team and the Planning and Training Unit will collaborate in the design and deployment of the awareness program.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002

- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	PHYSICAL SECURITY
Category	Security
Policy Number	1.07
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE
To prevent physical breaches to the Department's computing resources and information assets.

POLICY STATEMENT
Critical or sensitive business information processing facilities should be housed in secure areas, protected by a defined security perimeter, with appropriate security barriers and entry controls. They must be physically protected from unauthorized access, damage and interference. The protection provided must be commensurate with the identified risks in the ongoing risk assessment.

Physical barriers must be established around the Department's premises and information processing facilities and facility access controls must be implemented. Access rights for all workforce members must be based on the workforce member's function and must be approved by the Division Director. Access rights should be reviewed and updated regularly. All workforce members must wear Department-issued visible identification. All visitors entering and exiting the building must be supervised or cleared and a record of the visit should be maintained. Workforce members must inquire about the location or activities of any unsupervised non-workforce member in the building. Unexplained activity of any kind must be reported.

All site or building digital access must be disabled immediately upon termination, resignation, or separation from a project, keys or key cards must be collected, and access codes must be changed.

All networking and server resources, whether it be in production, in development, or stored, must be secured in designated secure areas that are locked and either alarmed or monitored. Equipment receiving and distributing procedures should include a registration process and documentation of the personnel receiving and distributing the equipment. The receiving process for equipment must include a central holding and receiving area where incoming equipment can be inspected before moving it to the point of use. The external door(s) of a holding area should be secured when the internal door is opened. Equipment that is not expected must be turned away and not received. On receipt of all equipment, all appropriate inventories must be updated in a timely manner.

All doors to computer rooms must be fire doors and should slam shut. Barriers or walls securing computer rooms must be extended from real floor to real ceiling to prevent unauthorized entry and environmental contamination such as that caused by fire and flooding. Windows throughout the building must be locked and must not be opened. Computer rooms must have up-to-date fire protection. Computer rooms must be located on or above the ground floor. Consideration must

also be given to any security threats presented by neighboring premises, for example, leakage of water from other areas. Equipment must be protected from power failures and other electrical anomalies. Options to achieve continuity of power supplies can be selected based on the risk assessment and business need. Emergency lighting must be provided in case of main power failure. Cabling carrying data or supporting information services should have protective controls commensurate with the risk.

All computing equipment must be raised off of the floor at all times. When closets, drawers, or shelves are used to house production or in development networking equipment, these structures must be secured. Power switches to production servers must be protected from unauthorized and accidental access. All source media for production servers, applications and license keys must be clearly labeled and stored in a secured area. Photographic, video, audio or other recording equipment should not be allowed in server rooms unless authorized. Hazardous or combustible materials should be stored securely at a safe distance from any computing resource. Refer to *Media Handling and Disposal Policy* regarding equipment moves and disposal.

All computing equipment must be maintained in accordance with the supplier's recommended service intervals and specifications to ensure its continued availability and integrity. Only IRM may repair or service computers and records must be kept of all suspected or actual faults and all preventive and corrective maintenance.

All workforce members are involved in the physical security of the Department's security perimeters. Workforce members must not disable or circumvent physical security measures in any manner. These controls must be evaluated annually, during planning stages that may change physical security, or whenever the physical environment changes.

Clear screen technology must be used on all Department workstation screens. Workstation screens that display personal, private or sensitive information (PPSI) must be out of view of public areas. Sensitive material, computer screens, and security scrap deposit boxes must not be placed in an unsupervised common walkway. At the end of the day, workforce members must clear their desk of sensitive material.

Secure faxing procedures must be deployed to secure sensitive faxes that are either being received or being sent. Fax machines that receive or send sensitive information must be positioned out of the line of traffic of both clients and workforce members. Workforce members must retrieve sensitive print and/or faxes immediately upon printing. Access to electronic team-rooms that share sensitive information shall be limited. When working remotely, specific controls are required. Refer to *Acceptable Use Policy* regarding physical security measures when working remotely and when traveling.

Facility repairs relating to physical access must be repaired immediately. If a delay is necessary, additional physical security controls must be established for the time period. All repairs to the building must be supervised and documented. No repair work may occur that is outside of written scope definitions.

DEFINITIONS

Clear screen technology: technology that automatically clears the computer screen based on inactivity.
Electronic team-room: a computer-based multi-user data communication service.

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ACCESS CONTROL
Category	Security
Policy Number	1.08
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE
To control access to information systems.

POLICY STATEMENT
The Department's information assets will be protected by logical and physical access control mechanisms commensurate with the value, sensitivity, consequences of loss or compromise, legal requirements and ease of recovery of these assets as identified by the Division Director/Information Owner. Division Directors/Information Owners are responsible for determining who should have access to protected resources within their jurisdiction and what those access privileges will be. These access privileges will be granted in accordance with the user's job responsibilities.

All access methods to the Department's trusted internal network must require all authorized users to authenticate themselves through use of an individually assigned user-ID and an authentication mechanism. Network controls must be developed and implemented that ensure that an authorized user can access only those network resources and services necessary to perform their assigned job responsibilities. Passwords must not be stored in clear text.

Logon banners must be implemented on all systems where that feature exists to inform all users that the system is for Department of Civil Service business or other approved use, and that user activities may be monitored.

When accessing the DCS network remotely, identification and authentication of the entity requesting access must be performed in such a manner as to not disclose the password or other authentication information that could be intercepted.

All remote connections to a computer must be made through managed central points-of-entry. Exceptions require a review by the Information Security Team and a waiver signed by the ISO. In the special case where a server, storage device or other computer equipment has the capability to automatically connect to a vendor to report problems or suspected problems, the review must ensure that connectivity is encrypted and does not compromise the DCS network or other third party connections. Third parties with connections must sign and process a *Third Party Connection and Data Exchange Agreement* with DCS. Every Third Party user must sign a *Third Party Acceptable Use Policy and Agreement.* Refer to *Third Party Connection and Data Exchange Policy* and *Remote Access Policy*.

Access to operating system code, services and commands is restricted to only those individuals for whom such access is necessary in the normal performance of their job responsibilities. All individuals requiring enhanced privileges must be provided with a unique privileged account for their sole use. Usernames must not give any indication of the user's privilege level. If privileged account holders are required to perform business transactions, they must use a second user-ID. Passwords to privileged accounts must not be shared with others unless specific authorization has been given.

In certain circumstances, where there is a clear business requirement or a system limitation, the use of a shared user-ID and password for a group of users or a specific job can be used. Approval by the ISO should be documented in these cases and additional compensatory controls must be implemented to ensure that accountability is maintained.

Where technically feasible, default administrator accounts must be renamed, removed or disabled. The default passwords for these accounts must be changed if the account is retained, even if the account is renamed or disabled.

Access to Department business and systems applications must be restricted to those individuals who have a business need to access those applications or systems in the performance of their job responsibilities. Access to source code for applications and systems must be restricted and additional controls must be placed on this type of access.

Networks will have sufficient controls to maintain a trusted internal network and ensure protection of the services connected to these networks. At a minimum this will contain:

1. Separation of operational responsibility for the networks from computer operations, where practical.
2. Separation of the administration of security from other system administrator roles, where practical.
3. Remote use procedures.
4. Safeguards for data passing across borders to public networks.

Electronic devices must not be attached to a DCS PC unless the use has been approved by the ISO.

Any electronic signature usage and any use of a public key infrastructure (PKI) shall comply with applicable laws and regulations.

Cryptographic controls must be used to protect sensitive information during transmission. A secure environment for controlling cryptographic keys must be created by IRM.

Protocols on network planning, analysis, controls, and deployments must be developed and maintained in a current state by the Information Security Team. The ISO shall be responsible for the analysis, selection, and appropriate use of information security tools. The ISO shall also assist the IRM staff in the establishment of security baselines and controls for networks, hosts, applications and users.

DEFINITIONS

Business Transactions: Procedures, electronic or manual, that are part of the overall mission of the business unit. This type of transaction is defined in order to distinguish it from system administration transactions.

Electronic devices: Electronically controlled devices that either store data, run programs, execute commands, or transmit information. Electronic devices include but are not limited to USB port memory sticks, laptops, personal digital assistants (PDA), and camera phones.
Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.
Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.
Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ANTI-VIRUS PROTECTION
Category	Security
Policy Number	1.09
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that controls are implemented across the Department's computing resources to prevent and detect the introduction of malicious software.

POLICY STATEMENT

Information Resource Management (IRM) must implement anti-virus technical controls to detect and prevent malicious software from being introduced to the Department computing environment. IRM must consider the types of anti-virus technical controls and timeliness of updating of these controls on a routine basis, dependent on the ongoing risk assessment and the sensitivity of the information that could be potentially at risk.

Virus signature files must be updated in a timely manner, based on the ongoing risk assessment. Regular updates are required.

On network production systems or servers, the signature files will be updated in a timely manner, based on the ongoing risk assessment. In the absence of a risk assessment, either daily updates must occur, or when the anti-virus software vendor's signature files are updated and published, whichever is later.

All employees are responsible for abiding by all requirements in the *Acceptable Use Policy* to assist in the protection of the Department's computing resources and information assets in regard to protection against malicious software.

Virus outbreaks must be fully documented and reported to the security incident response team. Refer to *Security Incident Response and Management Policy*.

DEFINITIONS

Anti-Virus Software: Software that can be installed to prevent and detect the introduction of malicious software.
Malicious Software: software such as computer viruses, network worm programs and Trojan horses that can cause serious damage to networks, workstations and business data or could cause the unauthorized disclosure of sensitive information.
Virus: A program that replicates itself on computer systems by incorporating itself into other programs that are shared among computer systems. Once in the new host, a virus may damage data in the host's memory, add data on the local drive and any mapped network drive, display unwanted messages, crash the host or, in some cases, simply lie dormant until a specified event occurs.

Worm: A program similar to a virus that replicates itself over a network, consuming large quantities of network resources.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	MONITORING SYSTEM ACCESS AND AVAILABILITY
Category	Security
Policy Number	1.10
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the detection of unauthorized activities, system and application unavailability, and to provide information for capacity planning.

POLICY STATEMENT

Systems must be monitored to record and review events to detect deviation from access control policy, to detect deviation from system availability requirements, and to provide evidence in case of security incidents. Monitoring controls must be established and reviewed based on conformity to the access control policy and availability requirements.

The risk factors that are monitored are based on the criticality of the application processes, the sensitivity of the information involved, the past experience of system infiltration and misuse, and the extent of system interconnections.

The areas of risk in monitoring for system access and use and availability will change with technology changes, incident reporting, and deployment of new applications/systems.

Event logging must be designed to support all anticipated investigations of security incidents. Event log accuracy measures must be implemented. Technical or operational procedures must be developed and maintained to synchronize system clocks and to verify that system clocks do not vary significantly.

Routine log review is required. The design of log review must also be responsive to the risk factors and the risk areas. Automated alerts may be implemented.

In monitoring system access and use, the areas in scope must include, but not be limited to: user, date and time of key events, type of event, program/utilities used, use of privileged accounts, system start-up and stop, device attachment, and suspected violations of access control policy. When technically feasible, files accessed should be monitored. In monitoring system availability, the areas in scope must include, but not be limited to console alerts or messages, system log exceptions, network management alarms, and application availability.

Access to the system log(s) is restricted to designated system administrators. A list of approved system administrators must be maintained by the security office. Occasional reviews of the system log access approval list will occur without notice. All access to system logs must be logged and monitored. Additional protections must be applied to protect the system log from alteration, overwriting, or failure to record.

Disabling any type of system logging service without written authorization is prohibited, will be considered a security incident, and will be investigated.

Log files will be retained, deleted and purged according to a schedule. If an investigation has begun, the log files will not be purged for the time period of interest to the investigation.

Workforce members should be advised that monitoring of their system use is occurring. All DCS systems can be subject to user monitoring. This monitoring of system use may include the sites visited.

Division Directors must supervise system use to ensure compliance with this and other related policies. Workforce members may be required to participate in security incident investigations. All workforce members are required to report security incidents to a manager and/or the ISO.

Refer to *Access Control Policy, Acceptable Use Policy*, *Security Incident Response and Management Policy.*

DEFINITIONS

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	USER ACCOUNTS
Category	Security
Policy Number	1.11
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To prevent unauthorized access to Department computing resources and information assets.

POLICY STATEMENT

Access to computer systems must be provided through the use of individually assigned unique computer identifiers.

The Department will employ a user management process of generating, distributing, modifying, suspending, and deleting user accounts for access to resources, including privileged user accounts. Users with privileged accounts should only use these accounts to carry out administrative tasks that require privileged access; accounts with non-privileged rights should be used for routine tasks. Privileged accounts shall be monitored and misuse investigated.

The use of shared accounts must be approved by the ISO. User registration standards for external users must be defined by the Division Director/Information Owner. All third party accounts must have a termination date. Refer to *Third Party Connection and Data Exchange Policy*.

All privileged accounts must be monitored and suspected misuse of these accounts must be promptly investigated. Passwords of privileged accounts must be changed regularly.

All accounts must be reviewed periodically.

Password rules must be mandated by automated system controls whenever possible. Refer to *Acceptable Use Policy* for password best practices. Complex passwords must be enforced for remote access to the network. Refer to *Remote Access Policy* and *Third Party Connection and Data Exchange Policy*.

Information Resource Management is responsible for creating, suspending, disabling, and deleting user accounts based on instructions from Office of Human Resources Management. They are also responsible for granting access permissions to users based on instructions from the appropriate authorizing manager. Additionally, these administrators, in conjunction with Director of Internal Audit, are responsible for monitoring information system activity to identify potential security events, verifying that access permissions are being properly implemented, resetting passwords, and assisting users with difficulties involving system and network access.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Privileged Account: The account of an individual whose job responsibilities require special system authorization, such as a network administrator, security administrator, system administrator.
Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.
Suspending an Account: Making an account not usable while not deleting the account or account information.
Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.
Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	REMOTE ACCESS
Category	Security
Policy Number	1.12
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish security controls for users accessing the Department of Civil Service's computing resources and information assets from a remote location.

POLICY STATEMENT

Remote access connections to the Department of Civil Service's network must be done in a secure manner to preserve the integrity of the network, data transmitted over that network, and the availability of the network. All remote access requests must be reviewed for appropriateness of access and to ensure that the work environment at the remote location provides adequate security. Of consideration are:

1. physical security of the remote location
2. sensitivity of the information that may be accessed and transmitted
3. current level of risk of unauthorized access to information or resources from other people using the accommodation, e.g. family and friends
4. the suitability of the communication equipment, including methods for securing remote access
5. anti-virus software and method for maintaining current signature files
6. firewalls and intrusion detection techniques at the remote location
7. encryption of personal, private or sensitive information (PPSI) in transit and on the local computer workstation
8. family and visitor access to equipment and information
9. the provision of hardware and software support and maintenance
10. the procedures for back-up
11. audit and security monitoring
12. revocation of authority, access rights and the return of equipment, if applicable, when the remote access activities cease
13. segregation of remote networks accessing the Department networks

Remote access users must have a legitimate business need and be approved by their manager, the applicable Division Director/Information Owner, and the ISO.

All remote access to the Department's network must use designated remote access gateways and authorized user accounts. Centralized and secure mechanisms for dial up must be in place. Individual accountability must be maintained at all times during remote access. Identification and authentication of the entity requesting access must be performed in such a manner as to not disclose the password or other authentication information that could be intercepted and used by a third party. Remote access points shall be monitored.

Remote users connected to the Department's network must not be simultaneously connected to any other network such as third party agency networks or separate dial-up connections to the Internet.

Under no circumstances will a user attempt to add a remote access server to the network.

The remote user must ensure the physical security of the remote location. The remote user must use best practices to protect any password(s) used when working from a remote location. The computer used for the remote access must have a firewall and up-to-date anti-virus software. All workforce members must have signed an *Acceptable Use Policy* prior to gaining approval for remote access. All third party users must have signed a *Third Party Connection and Data Exchange Agreement* prior to gaining approval for remote access. Third party remote access is also addressed in the *Third Party Connections and Data Exchange Policy*.

Division Directors shall be accountable to ensure that employees and contractors are provided with approved access to the Department network.

The ISO shall regularly determine and review the various methods of connectivity into the Department networks for the appropriateness of the controls. A risk assessment must be conducted annually.

DEFINITIONS

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.
Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.
Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	THIRD PARTY CONNECTION AND DATA EXCHANGE
Category	Security
Policy Number	1.13
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2005
Revision Date	October 1, 2006

PURPOSE

To ensure that 1) a secure method of network connectivity between the Department of Civil Service and all third parties are used and to provide a formalized method for the request, approval and tracking of such connections, and 2) to ensure secure controls for information that is released outside of DCS.

POLICY STATEMENT

All Third Party connection and data exchange requests must be approved by the ISO or designee. All requests for Third Party connections and data exchanges must be submitted to the ISO by Division Directors/Information Owners. Division Directors/Information Owners may permit a Third Party to create, receive, maintain, or transmit sensitive DCS information only if the Third Party provides satisfactory assurances that the third party will appropriately safeguard the information. The satisfactory assurances must be documented in the Third Party Connection and Data Exchange Agreement and signed by the Third Party.

Division Directors/Information Owners must evaluate and document the level of sensitivity of the information to be created, received, maintained, or transmitted by the Third Party.

Information Resource Management (IRM) is responsible for the security review of the request, account creation, installation and configuration for the Third Party connection, and determination of the data exchange method.

As a part of the request and approval process, the technical and administrative contact within Third Party's organization, if authorized, or an authorized officer of the Third Party will be required to read and sign the Third Party Connection and Data Connection Agreement.

The Third Party must require that each third party user completes a Third Party Acceptable Use Policy and User Agreement. The Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection and Data Exchange Agreement.

1. Right to Use Connection. Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).

2. Data Exchange.

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.

3. Network Security.

3.1 Third Party will allow only its own employees approved in advance by DCS ("Third Party Users") to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS' request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party's employ or no longer requires access to the connection or DCS-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the connection (and Third Party's use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.

3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.

3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by

Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.

3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.

3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.

3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. Notifications.

4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.

Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party:	NYS Department of Civil Service:
______________________________	State Campus, Building One
______________________________	Albany, New York 12239
______________________________	
Attention: ______________________	Attention: ________________
______________________________	________________________

5. Citizen Notification

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or

(2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6. Payment of Costs. Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. Confidentiality.

7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.

7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.

7.3 Unencrypted DCS information must not be transmitted over email.

7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the DCS Help Desk any security incident of which it becomes aware.

8. Third Party Users

8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.

8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS ISO. Any unauthorized use or change to devices will be investigated immediately.

8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. DCS-owned Equipment.

9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.

9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.

9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

DEFINITIONS

Department Sponsor: An individual in the DCS business unit that acts as custodian and requester for the third party connection. Often this is the Information Owner/Division Director or the Data Custodian.
Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.
Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.
Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SYSTEM DEVELOPMENT
Category	Security
Policy Number	1.14
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE
To ensure that security is built into information systems, and to prevent loss, modification or misuse of user data in information systems in production.

POLICY STATEMENT
To ensure that security is built into information systems, statements of business requirements for new information systems, or enhancements to existing information systems. Specifications must address security needs and include requirements for controls. Such specifications must consider the automated controls to be incorporated in the system, and the need for supporting manual controls. Similar considerations must be applied when evaluating software packages for business applications. The ISO must be involved in all phases of the lifecycle of system development, from the requirements definition phase through implementation and eventual application retirement.

Security requirements should reflect the sensitivity of the information assets. The framework used to identify controls is the risk assessment and risk management framework. Refer to *Data Classification Policy* and *Risk Analysis and Management Policy*. Procedural, technical and administrative controls should address:

1. Audit controls
2. Data input validation
3. Internal processing controls
4. Message integrity
5. Output data validation
6. The possible need for cryptographic controls
7. Security of system files

All specific control mechanisms must be documented.

Test Data
Once test data is developed, it must be protected and controlled for the life of the testing to ensure a valid and controlled simulation with predictable outcomes.

Production data may be used for testing only if all of the following controls are applied;

1. A business case is documented and approved in writing by the Division Director/Information Owner and access controls, system configurations and logging requirements for the production data are applied to the test environment; or

2. A business case is documented and approved in writing by the Division Director/Information Owner and Personal, Private or Sensitive Information (PPSI) will be masked or overwritten with fictional information and the data will be deleted as soon as the testing is completed.

Change Control Processes
To minimize the possibility of corruption of information systems, formal change control procedures for business applications must be developed, implemented and enforced. The procedures must ensure that security and control procedures are not compromised, that support programmers are given access only to those parts of a system necessary to perform their jobs, and that formal agreement and approval processes for changes are implemented. These change control procedures will apply to business applications as well as systems software used to maintain operating systems, network software, and hardware changes.

Source Code Libraries
In addition, access to source code libraries for both business applications and operating systems must be tightly controlled to ensure that only authorized individuals have access to these libraries and that access is logged to ensure all activity can be monitored.

Restrictions on Changes to Software Packages
Modifications to software packages are discouraged. Where it is deemed essential to modify a software package, the following points must be addressed:

1. The risk of built-in controls and integrity processes being compromised
2. Whether the consent of the vendor should be obtained
3. The possibility of obtaining the required changes from the vendor as standard program updates
4. The impact if the organization becomes responsible for the future maintenance of the software as a result of changes

Outsourced Software Development
Where software development is outsourced, the following points should be considered:

1. Licensing arrangement, code ownership and intellectual property rights
2. Certification of the quality and accuracy of the work carried out
3. Escrow arrangements in the event of failure of the third party
4. Rights of access for audit of the quality and accuracy of work done
5. Contractual requirements for quality of code
6. Testing before installation to detect Trojan code

DEFINITIONS

Information System: an interconnected set of information resources under the same direct management control that shares common functionality. A system may include hardware, software, information, data, applications or communications infrastructure.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	SECURITY INCIDENT RESPONSE AND MANAGEMENT
Category	Security
Policy Number	1.15
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE
To minimize the damage from security incidents and malfunctions, and to monitor and learn from such incidents.

POLICY STATEMENT
All workforce members must work to contribute to an effective Department incident response and management process that results in a prompt and organized response to security incidents.

Each workforce member must understand his/her role and responsibilities regarding information security issues and protecting the Department's information. Workforce members are required to report any observed or suspected incidents to a manager and/or the ISO or security designee immediately. Workforce members must not attempt to prove a suspected weakness or incident.

Examples of suspected security incidents are:

1. Unsecured protected computing resources
2. Any unsupervised or otherwise unauthorized person in a server area or a protected area
3. Release of internal directories or other documentation that provides locations of server areas
4. Attempts by an unauthorized individual to obtain access credentials, e.g., ID badges, security access codes, keys.
5. Unauthorized attempts to gain access to DCS network systems or facilities
6. Unapproved hardware connected to the DCS network
7. Hardware left in an unsecured area
8. A potential fire or water hazard
9. Damaged equipment, facilities or utilities
10. Loss or misplacement of media (e.g. disks, tapes, paper) containing Personal, Private, or Sensitive Information (PPSI)
11. Inappropriate use of the computing environment
12. Disclosure of PPSI
13. Other violations to the *Acceptable Use Policy*

Managers receiving a security report must report the incident upward to the ISO. It is the ISO's responsibility to establish an incident investigation and alert Information Resource Management (IRM) and affected Divisions of possible damages. IRM, including the Help Desk, and affected Divisions receiving an alert must act immediately, or as described on the ISO alert.

The ISO must notify the Information Security Team of all reported incidents. The Information Security Team must document the symptoms of the problem and must take steps to isolate the problem immediately. The Information Security Team and other workforce members will be identified to assist with analysis and identification of the cause of the incident, planning and implementation of corrective actions to prevent reoccurrence, collection of audit log information, and communication with those affected by or involved in the recovery from the incident.

To capture recurring incidents and to record lessons learned, the Information Security Team must ensure that all incidents are tracked by type and that information on volumes of security incidents and malfunctions is gathered.

Because the act of testing weaknesses could have unintended consequences, workforce members must not attempt to prove a suspected weakness unless specifically authorized by the ISO to do so.

Disciplinary action, consistent with the Civil Service Law and the negotiated agreements, will be brought against any employee of the Department found to be engaging in such incidents or who retaliates against any employee who reports or complains of activities related to an incident.

Feedback on investigations must be provided regularly and promptly to the ISO. Individuals reporting incidents will be notified when the incident has been closed. The details of the incident review, including the resolution, are confidential and will not be disclosed to the reporting individual.

The Office of Cyber Security Critical Infrastructure and Coordination will receive incident reports from the ISO. The ISO is responsible for all external reporting and notification.

See also Policy 1.24, *Citizen Notification*, for special procedures relating to security breaches that may have disclosed the private information of any New York State residents to unauthorized persons.

DEFINITIONS

Information Security Incident: The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	CONTINGENCY PLANNING
Category	Security
Policy Number	1.16
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the continuity of critical operations, the protection of information assets, and the prevention of damage to computing resources in the event of an emergency, disaster, or other occurrence that damages or compromises computing resources, information assets, or business functions.

POLICY STATEMENT

The Department of Civil Service requires each Division to participate in a Department-wide contingency planning effort to establish and implement policies and procedures for responding to an emergency or other occurrence that damages or compromises computing resources, information assets, and business functions. In addition, the Department is committed to compliance with Federal and State regulations including the Health Insurance Portability Accountability Act (HIPAA) Security rule that requires contingency planning for responding to an emergency or other occurrence that damages or compromises systems that contain electronic protected health information. Division contingency planning efforts must result in written plans. These plans may include a Contingency Plan, a Disaster Recovery Plan and a Business Continuity Plan. Plans must be maintained to a current state of readiness.

Contingency plans must be developed and must be written in coordination between other emergency preparedness planning efforts including, but not limited to, emergency preparedness planning and crisis communication planning. Contingency plans must be written with input and support from other planning efforts such as cyber-incident response planning, monitoring planning, and auditing planning. Contingency plans must be developed in relation to sensitivity levels assigned by Division Directors/Information Owners to each information asset. Contingency plans must be compatible with program requirements for the business and support functions.

The scope of the contingency planning must include:

- Organizational framework for contingency efforts including the roles and responsibilities of team members.
- Scope as applied to the type of platform and organizational functions subject to the planning
- Procedures for responding to an emergency or other occurrence that damages or compromises computing resources and/or information assets in the Department.
- List of applications with Private, Personal or Sensitive Information (PPSI) including those with protected health information.

- Procedures for system/application backup planning, including frequency of backups and storage of backup media.
- Procedures for system/application recovery.
- Procedures for the continuity of system support.
- Enabling the continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode.
- Coordination with system development projects to ensure that contingency is addressed in each system development lifecycle phase.
- Business recovery goals and procedures, by priority, based on a business impact analysis.
- Notification, plan activation, and plan deactivation procedures.
- Resource requirements, training requirements, exercise and testing schedules.
- Plan maintenance schedule.
- Maintenance and distribution responsibilities.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- National Institute of Standards and Technology (NIST), Contingency Planning Guide for Information Technology Systems, SP 800-34

Policy Name	SYSTEM BACKUP AND RESTORATION
Category	Security
Policy Number	1.17
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that interruptions to normal business operations are minimized and that sensitive business applications and processes are protected from the effects of major failures.

POLICY STATEMENT

To ensure that interruptions to normal business operations are minimized and that sensitive business applications and processes are protected from the effects of major failures, a comprehensive backup strategy must be developed and maintained, based on a risk assessment and the sensitivity of each information asset. The Division Director/Information Owner, in cooperation with the Information Security Team and Information Resource Management (IRM), must ensure that regular backups are created of all sensitive information that is stored on network file servers or production servers. IRM must develop plans that can meet the backup and recovery requirements of the Division. Retention requirements must be determined by the Division Director/Information Owner. If personal, private or sensitive information (PPSI) is stored on a personal computer, the owner of that data is responsible for backing up that information. All users must follow the instructions of Division Directors/Information Owners on the proper storage and disposal of electronic information.

Routine backups of the operating system, programs, applications, and data files must be performed. Backup tapes and removable media must be stored in a secure facility offsite. A separate network should be used for backups where feasible. Access to the back-up network must be restricted. Back-up equipment, tape library and tapes must be kept in a secure area. Only authorized workforce members will be allowed to enter this secured area. Personnel charged with performing backups will receive training. The backup planning efforts should keep training requirements in mind. Backup and recovery procedures must be fully documented and must be tested regularly. Backup procedures must include procedures to be followed whenever equipment is moved. Requests for data restores must be authorized by the Data Custodian for that information asset.

The ISO and the Information Security Team must review the physical and logical security controls used in the backup strategy and recommend changes to the process when information security considerations warrant the changes.

Refer to *Data Classification Policy*.

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.
Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.
Sensitivity: The measurable, harmful impact resulting from disclosure, modification, or destruction of information. There are three measures of sensitivity for every information asset: confidentiality, integrity, and availability.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	AUDIT AND COMPLIANCE
Category	Security
Policy Number	1.18
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To avoid breaches of any criminal and civil law, statute, regulation or contract; to ensure compliance of systems with organizational security policies and standards; and to maximize the effectiveness of and to minimize interference to/from the system audit process.

POLICY STATEMENT

An effective ongoing audit process is an important component of the Department security and risk management program. The Department is subject to both external and internal audits on a regular basis and as deemed necessary by the Director of Internal Audit. At a minimum, the Director of Internal Audit conducts a comprehensive annual review of the Department's computer network policies and procedures.

The Director of Internal Audit performs independent checks of the Information Security Team, using audit software to track administrative activities for unauthorized access and sign-on attempts. Additionally, in the course of normal system maintenance and administration, the Information Security Team must periodically test the effectiveness of the controls of its own logical and administrative security control systems.

On at least an annual basis and whenever operational or environmental changes affect the security of sensitive information, the Department, through the direction of the ISO, shall review security policies and procedures to ensure that they continue to meet all legal and regulatory requirements and relevant best practices.

Regular reporting on the effectiveness of compliance efforts shall be accomplished by the ISO. The Department shall have the expectation of CSCIC reviews. The Department will evaluate compliance against the CSCIC policy annually and develop appropriate mitigation plans.

All workforce members are responsible for ensuring that all relevant security processes and procedures are followed and can expect regular reviews of compliance. Workforce members shall report any compromise or suspected compromise to management. Refer to *Security Incident Response and Management Policy*.

The Director of Internal Audit is responsible for regularly auditing information security controls and practices to ensure compliance with all relevant Department security policies and procedures.

The ISO or his/her designee is responsible for overseeing regular reviews of information system activities to verify compliance with security policies and to be aware the risks to which

information assets are vulnerable. Additionally the ISO or his/her designee is responsible for evaluating the extent to which the information security program and its policies are still in compliance with relevant laws and regulations. The Office of the Counsel will assist the ISO in this effort.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	POLICY REVIEW AND REVISION
Category	Security
Policy Number	1.19
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish a process for revising the Department's Information Security Policy.

POLICY STATEMENT

Policy revisions may be required as the business needs of the Department change, as the technology environment advances, as additional compliance issues arise, and when business environment changes demand a more robust security orientation. In addition, all information security policies must have a scheduled review date and must be reviewed at that time for revisions. When making the decision to revise these policies, the following should be considered:

- Whether or not there is an acceptable alternative to the established policy
- When a particular business function cannot be performed effectively if the policy is not revised
- When a business function is no longer cost-effective by following the policy as written
- When failure to change the policy would result in an unacceptable level of risk to the Department

Requests for policy changes can be sent to the ISO, briefly stating the underlying business problem and recommended approach. The ISO will be responsible for maintaining overall Information Security Policies. Should any exceptions to these policies be granted, they will be documented and maintained by the ISO.

The Information Security Steering Committee is chaired by the ISO, and includes representatives from Information Resource Management, Office of Human Resources Management, the Office of Financial Administration, Director of Internal Audit, and the Office of the Counsel. The Information Security Steering Committee oversees the activities and deliverables of the Information Security Team and formulates Department of Civil Service information security policy and strategy. The Commissioner's Office has final approval authority over all policies, protocols, standards, guidelines, and procedures.

Exceptions to this policy must be first submitted for approval to the Division Director/Information Owner and then to the ISO. The ISO will be responsible for maintaining this policy and obtaining approval for changes.

DEFINITIONS

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	RISK ASSESSMENT AND MANAGEMENT
Category	Security
Policy Number	1.20
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To enable the Department to identify risks to the confidentiality, integrity, and availability of the Department's information assets and computing resources, and to determine reasonable and appropriate security measures to address those identified risks.

POLICY STATEMENT

The Department must conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of the Department's information assets and computing resources, and then determine and implement security measures sufficient to reduce the risks and vulnerabilities to a reasonable and appropriate level. The scope of the risk assessment should be comprehensive enough to enable these measures to be developed.

The risk assessment and management framework includes:

1. **Risk Assessment:** comprehensive annual review, measurement, and rating of security vulnerability and threats.
2. **Mitigation Strategy Development:** ongoing process of developing and refining a strategy towards resolving and addressing security risks.
3. **Intervention and Mitigation:** execution of the interventions established in the mitigation strategy
4. **Workforce Communication and Training:** utilizing communication and training techniques to explain risk mitigation efforts and to enlist partnership and participation in security risk mitigation
5. **Evaluation and Revision:** determination of success measures and revision of the mitigation strategy

Security domains that must be addressed in the risk assessment and management process include:

1. Security Policy
2. Organizational Security
3. Asset Classification and Control
4. Personnel Security
5. Physical and Environmental Security
6. Communications and Operations Management
7. Access Control
8. Systems Development and Maintenance
9. Business Continuity Management
10. Compliance

The ISO has the responsibility for:
- Overseeing the risk assessment and management process for the Department
- Approving the risk assessment and management strategy
- Endorsing and promoting the risk assessment and management strategy

Each Division Director/Information Owner has the responsibility for:
- Oversight of the risk management program for the Division
- Coordinating risk management activities across the Division
- Assigning of assessment team participants
- Endorsing and promoting the risk assessment processes in the Division
- Approving the risk management processes in their Division

The Information Security Team has the responsibility for:
- Developing and recommending risk management strategies and processes
- Establishing risk assessment schedules and scope
- Conducting risk assessments processes

Each Application Owner has the responsibility for:
- Participating in risk assessment interviews
- Completing risk assessment questionnaires
- Identifying and clarifying security risks
- Assigning assessment team participants

All workforce members have responsibilities to follow the security policies that DCS has established.

To reduce the security risks of new technology and workforce practices, focused security risk assessments must occur as an integral part of the introduction and design of new technologies and workforce procedures. These risk assessments are in addition to the ongoing requirement of risk assessment.

Use of vulnerability scanning and penetration testing methods to assist with risk assessment will be based on an evaluation of the environment and the development of a strategy for the use of the findings. All scanning and penetration testing requires prior approval from the ISO. Workforce members must not attempt to test vulnerabilities.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.
Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	MEDIA HANDLING AND DISPOSAL
Category	Security
Policy Number	1.21
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To prevent disclosure of personal, private or sensitive information (PPSI) and to prevent loss, damage, or compromise of assets and interruption to business activities.

POLICY STATEMENT

All procedures for the handling of computer and server equipment and storage media must be approved by the ISO. Computer and server handling for reassignment, service, or for disposal procedures can only be conducted by authorized Information Resource Management (IRM) individuals. IRM must ensure that hard disk drives are physically destroyed or securely overwritten when no longer to be used. IRM must ensure that PPSI is removed from computers when the computers will be reused or reassigned. Logs must be maintained for all computer and server moves.

Workforce members observed using or moving equipment or other media that is not assigned to their individual use must be reported to the manager immediately.

Workforce members must not dispose of removable media in the trash. Collection boxes for removable media must be provided in each Division and must be secured until pickup. These collection boxes must be clearly marked as security scrap and must be separate from paper security scrap. For pickup, Divisions should tape the box closed and contact Shipping.

Division Director approval must be obtained to use removable media with Department computing resources. All portable or removable media must be encrypted. Encryption keys must not be stored with portable device. Workforce members authorized to use removable media must not leave removable media unsecured on their desktops. Before removing media from the physical site, workforce members must inform their supervisor. On returning media to the physical site, workforce members must scan the media for viruses. Assistance is provided by the Help Desk.

Paper documents and printed output with sensitive information must be disposed of by either shredding the document or using the security scrap boxes supplied to each Division. Security scrap boxes must be stored in supervised areas or locked in rooms during unsupervised hours. They should not be stored within public or commonly used walkways.

When Division policies are more stringent, the Division policy will supersede this policy.

Refer to *Acceptable Use Policy* and *Physical Security Policy*.

DEFINITIONS

Removable media: storage platforms that can be separated easily from the computing resource. Examples include: removable disks of any kind, magnetic tapes, cassettes, CDs, personal digital assistants, film, memory sticks.
Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	OPERATIONAL MANAGEMENT
Category	Security
Policy Number	1.22
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the correct and secure operation of information processing facilities.

POLICY STATEMENT

All Department information processing facilities must develop and maintain documented operating instructions and management processes for information security incidents. Computing hardware, software or system configurations provided by the Department must not be altered or added to in any way unless exempted by documented written policy or specific approval.

Operational and management responsibilities must be clearly defined for service provisioning by or for the Department. The Division Directors shall implement organizational structures and request system designs that segregate the activities requiring collusion to commit fraud.

Where practical, management and execution duties must be separated. Where separation is difficult to achieve, compensating controls must be implemented. The ISO and the Information Security Team shall not audit itself.

Separation of Development, Test, and Production Environments

Separation must be implemented between development and test functions. A stable quality assurance environment where testing can be conducted and changes cannot be made to the programs being tested must be ensured. Processes must be documented and implemented to govern the transfer of software between environments. The following controls must be used:

1. Development software and tools must be maintained on computer systems isolated from the production environment, either physically separate machines or separated by access controlled domains or directories.
2. Access to compilers, editors and other system utilities must be removed from production systems when not required.
3. Logon procedures and environmental identification must be sufficiently unique for production, testing and development.
4. Controls must be in place to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

System Planning and Acceptance

Advance planning and preparation must be performed to ensure the availability of adequate capacity and resources. The security requirements of new information systems must be established, documented and tested prior to their acceptance and use.

Acceptance criteria must be developed and documented for new information systems, upgrades and new versions of existing systems. Testing to ensure that the security requirements are met must be performed prior to the information system being migrated to the production environment.

Covert Channels and Trojan Code
Where covert channels or Trojan code are a concern, the following must be considered:

1. Buying programs only from a reputable source
2. Buying programs in source code so the code may be verified
3. Using evaluated products
4. Inspecting all source code before operational use
5. Controlling access to, and modification of, code once installed
6. Use staff of proven trust to work on key systems

Software Maintenance
Vendor supplied software must be maintained at a level supported by the vendor. Exceptions require a waiver from the ISO. Maintenance of DCS-developed software will be logged to ensure changes are authorized, tested and accepted by DCS management. All known security patches must be reviewed, evaluated and appropriately applied in a timely manner.

Technical Review of Operating System Changes
All operating system changes must undergo both testing and a technical review. These processes should cover:

1. Review of application control and integrity procedures to ensure that they have not been compromised by the operating system changes
2. Ensuring that annual support planning will cover reviews and system testing resulting from operating system changes
3. Ensuring that notification of operating system changes is provided in time to allow appropriate reviews to take place before implementation
4. Ensuring that appropriate changes are made to the business continuity plans

DEFINITIONS

Trojan Code: Covertly-placed code that when executed performs an unauthorized activity or function. It may be activated by changing a parameter accessible by both secure and insecure elements of a computing system, or by embedding information into a data stream.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT
Category	Security
Policy Number	1.23
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the Third Party Acceptable Use Policy and Agreement as a requirement for individual third party users to sign before providing access to DCS systems and data is provided.

POLICY STATEMENT

This policy and agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the user no longer requires access: ☐

User's Name (print): ______________________________

Organization: ______________________________

Telephone Number: ______________________________
Area code Number Extension

Office Address: ______________________________
Street Address

Office Address (cont): ______________________________
City State Zip

By signing this agreement, the undersigned acknowledges that he or she has read, understands, and agrees to comply with the above principles governing the use of DCS computing resources.

User Signature: ______________________ Date: ____________

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

Mail: NYS Department of Civil Service, Alfred E Smith Office Building, 80 Swan Street, Albany, NY 12239
Attention: Help Desk
FAX: 518-485-5588

Protection of DCS Information

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

Banners

All users will follow the guidelines of the DCS Log-on Banner as stated below.

> NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

Passwords

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.

Shared Accounts

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are

responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

Virus Protection

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

Acceptable Use

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, adware or other related technology.

Software Protection

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

Reporting Incidents

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the DCS Help Desk, at (518) 457-5406 phone; 518-485-5588 Fax.

DCS Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

Penalties

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.

DEFINITIONS

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.
Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.
Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	CITIZEN NOTIFICATION
Category	Security
Policy Number	1.24
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish citizen notification requirements and procedures in the case of a compromise of identifying personal information.

POLICY STATEMENT

Discovery and reporting of security breach. The Department values the protection of Personal, Private, Sensitive Information (PPSI) and takes considerable measures to secure it. Whenever any Department workforce member learns, or has reason to believe, that there has been a breach of the security of any of the Department's computer systems, (s)he must immediately notify the Information Security Officer, who will then notify the Director(s) of the affected Division(s) and the Director of Information Resource Management. A breach of the security of a system includes unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the confidentiality or integrity of PPSI maintained by the Department. Good faith acquisition of PPSI by an employee or agent of the Department for the purposes of the agency is not a breach of the security of the system, provided that the private information is not used for unauthorized purposes or subject to unauthorized disclosure. This notification shall be made in the most expedient time possible and without unreasonable delay.

Investigation of reported security breach. The Division Director, the Information Security Officer and the Director of Information Resource Management, will investigate the reported security breach to determine the nature and extent of any such unauthorized acquisition of PPSI. In determining whether information has been acquired, or is reasonably believed to have been acquired, by an authorized person or a person without valid authorization, the Department may consider indications of the following factors, among others:

1. The information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
2. The information has been downloaded or copied without authorization; or
3. The information as used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and information will be considered compromised through unauthorized access.

Notification to New York State residents. At the conclusion of the investigation, if it is determined that a security breach of the Department's computer systems occurred, or is

reasonably likely to have occurred, and that the identifying personal information of one or more New York State residents may have been acquired by an unauthorized person or persons, the Information Security Officer will present the findings of the investigation in writing to the Commissioner or designee of the Commissioner, who shall notify the affected New York State residents.

If a third party maintains information on behalf of the Department and identifying personal information is compromised, the Department or the third party will notify the individual of the compromise.

Method of notification. The notice will be provided directly to the affected persons via 1) written notice, 2) electronic notice if the affected person has expressly consented to receiving the information in electronic form, or 3) telephone notice. If the cost of providing notice would exceed two hundred fifty thousand dollars, or if the affected class of subject persons to be notified exceeds five hundred thousand, or if the Department does not have sufficient contact information to provide direct notice, then upon the approval of the Office of Attorney General, substitute notice may be provided. Substitute notice shall consist of all of the following:

(1) e-mail notice when such state entity has an e-mail address for the subject persons;

(2) conspicuous posting of the notice on such state entity's web site page, if such agency maintains one; and

(3) notification to major statewide media.

Notifications will be made as soon as possible after the Department's internal investigation is complete, but may be delayed if a law enforcement agency determines that the notification might impede a criminal investigation.

Content of notice. Such notifications shall include 1) Department contact information, 2) a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, and 3) the elements of identifying personal information that were, or are reasonably believed to have been, acquired by a person without valid authorization.

The Department will notify the Office of Attorney General, the Consumer Protection Board, and the Office of Cyber Security and Critical Infrastructure Coordination as to the timing, content and distribution of the notices and approximate number of affected persons. If more than 5,000 residents are to be notified at one time, the Department shall also notify consumer reporting agencies as to the timing, content and distribution of the notices and approximate number of affected persons. Such additional notices shall be made without delaying the notice to the affected New York State residents.

SAMPLE NOTICE TO NYS RESIDENTS

Name
Address
City, State Zip

Dear :

We are writing to you because of a recent security incident at the NYS Department of Civil Service.

A. The nature of the incident is as follows:
B. The incident may have involved the following types of private information:
C. The Department of Civil Service is taking the following actions to protect against this type of incident in the future:

To protect yourself from the possibility of identity theft, we recommend that you take the following steps:

If credit card or other financial account information is indicated above, you should immediately contact your credit card or financial account issuers and inform them that an unauthorized person may have your account information.

If a Driver's License or Non-Driver's ID number is indicated, immediately contact your local office of the NYS Department of Motor Vehicles to report the theft.

In all cases, to further protect yourself we recommend that you place a fraud alert on your credit files. A fraud alert informs creditors to contact you before opening any new accounts in your name. Contact the three credit reporting agencies at a number below. You will then be able to receive a free copy of your credit report from each.

Experian: 888-397-3742
Equifax: 800-525-6285
TransUnion: 800-680-7289

When you receive your credit reports, look them over carefully. Look for accounts you did not open. Look for inquiries from creditors that you did not initiate. And look for personal information that is not accurate, such as home address and Social Security number. If you see anything you do not understand, call the credit reporting agency at the telephone number on the report.

For more information on identity theft, we suggest that you visit the Web site of the New York State Consumer Protection Board [www.consumer.state.ny.us]or call them at (518) 474-8583 or (800) 697-1220. Information regarding identity theft is also available from the Federal Trade Commission at www.consumer.gov/idtheft.

If there is anything that the Department of Civil Service can do to assist you, please call **[toll-free phone number**].

Sincerely,

PLEASE SUBMIT THE FOLLOWING FORM TO ALL THREE (3) STATE AGENCIES as follows:

Fax this form to the Consumer Protection Board (CPB):

Security Breach Notification
Fax: 518-474-2474

Also Fax & Mail this form to:

NYS Office of Cyber Security and Critical Infrastructure Coordination (CSCIC):
30 South Pearl St. Floor P2
Albany, NY 12207
Fax: 518-474-9090

Office of the Attorney General
Asst. Attorney General in Charge
Bureau of Consumer Frauds
120 Broadway - 3rd Floor
New York, NY 10271
Fax: 212-416-6003

New York State Department of Civil Service Report of "Breach of the Security of the System" Pursuant to the Information Security Breach and Notification Act (State Technology Law §208)

Name of State Entity:
Date of Discovery of Breach:
Estimated Number of Affected Individuals:
Date of Notification to Affected Individuals:
Manner of Notification: [ ] written notice
[ ] electronic notice (email)
[ ] telephone notice

Are you requesting substitute notice? [ ] Yes [ ] No (If yes, attach justification)

Content of Notification to Affected Individuals: Describe what happened in general terms and what kind of information was involved. Please attach copy of Notice.

Name of Contact Person:
Title:
Telephone number:
Email:
Dated:
Submitted by:
Title:
Address:
Email:
Telephone:
Fax:

Refer to *Security Incident Response and Management Policy*.

DEFINITIONS

Private information: Personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired: (1) social security number; (2) driver's license number or non-driver identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account. Private information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

PPSI: Personal, private or sensitive information**.**

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- New York State Information Security Breach and Notification Act (New York State Technology Law Section 208)

Policy Name	BLACKBERRY DEVICES
Category	Security
Policy Number	1.25
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that guidelines and security controls are in place for the issuance of all personal digital assistant (PDA) devices including Blackberries within the Department.

POLICY STATEMENT

The Department recognizes the importance of utilizing new communication technologies to enable workforce members to increase their productivity and efficiency while away from the office. Blackberry devices used in conjunction with the Blackberry Enterprise Server can give Department staff the ability to maintain e-mail contact with co-workers, to access and update their calendars, and to provide access to limited Department applications while away from the office. To ensure that the security and confidentiality of Departmental data and communication is protected and the investment in these devices provides the maximum benefit to the Department, the following guidelines will be followed.

Assignment of Blackberries

Only Department owned and assigned PDA devices will be used to access Department resources. No personally owned devices will be allowed, since the Department has no control over the security on these devices, and any DCS data downloaded to them may be susceptible to interception, theft or loss.

The cost of procuring, supporting and maintaining these tools is significant. Assignment of these devices to workforce members should be carefully considered and based on business need. The following factors, at a minimum, will be considered in evaluating any request for assignment of a Blackberry:

1) The amount of time spent outside of the office.
2) The applications, e.g., e-mail, calendar, or other, that the employee needs access to while outside of the office.
3) The impact of not having access to the needed applications while outside of the office.
4) The availability of the wireless services in the location where the requesting employee will be using while outside of the office.
5) The availability of less expensive alternatives, such as remote access to the Department network from a home computer.

Blackberry users must have a legitimate business need and all requests for this equipment must be approved by their manager, the applicable Division Director, the CIO and the ISO.

Security and Passwords

The New York State Information Security Policy requires that all PDA devices must be encrypted. All PDA devices will now require the password and the content protection options to be enabled.

The Blackberry will have an initial password that Desktop Support issues in order to activate the device. The password option must remain enabled. Users will have the ability to change their password under the security settings, however all other settings must not be changed. This password is in addition to, and different from, the employee's normal passwords used to log into the Department network and to access applications. To protect Department data in the event that the device is lost or stolen, the Blackberry will go into a locked mode after a set period of inactivity, and the password will be needed to unlock it.

The Desktop Support Unit will maintain a list of Blackberry users and their device serial numbers. The employee assigned a Blackberry device must not communicate their password to anyone else. In the event the employee forgets the password, the employee must notify the Help Desk for a password reset. In some instances, the Desktop Support Unit can reset the password remotely and the employee will be notified of the new password. Otherwise the Blackberry will have to be returned to the Desktop Support Unit for a password reset. After 5 incorrect password attempts the user must type **blackberry** in order to continue. After 10 incorrect password attempts, all data will be erased from the Blackberry and the unit must be returned to the Desktop Support Unit for reinitialization of the device.

Rules of Use

When PDA devices are used in public places, care must be taken to avoid the risk of unauthorized persons viewing information on the screens. Such equipment must not be left unattended and must be physically locked when not in use. Workforce members must not check these devices in airline luggage systems. These devices must remain in the possession of the traveler unless other arrangements are required by federal or state authorities.

Lost devices

Should a device become lost or stolen it is imperative that the Help Desk (485-1618) be notified immediately so that the device can be deactivated and disallowed from accessing the Department network.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- New York State Information Security Breach and Notification Act (New York State Technology Law Section 208)

Exhibit I.Y.1

DCS and NYSIF Prescription Drug Programs
Participation/Non-Participation Status of Certain Chain Pharmacies
In the Offeror's Proposed Retail Pharmacy Network

Instructions for Completion: The following list contains the name of certain chain pharmacies. Next to each pharmacy name, place an X in the proper column to indicate the participation/non-participation status of certain chain pharmacies that will participate in your retail pharmacy network on January 1, 2014.

Chain Pharmacy Name	Participating in Offeror's Proposed Retail Pharmacy Network on 1/1/14	Not Participating in Offeror's Proposed Retail Pharmacy Network on 1/1/14
CVS PHARMACY, INC.		
DUANE READE		
MED WORLD PHARMACY		
KINNEY DRUGS		
RITE AID CORPORATION		
WALGREEN DRUG STORE INC.		

Note: Placing an X in the "participating" column means that the Offeror holds an executed contract with the chain pharmacy and requires the participation of this pharmacy in the Programs' Retail Pharmacy Network commencing on January 1, 2014, to the extent that the pharmacy is continuing in operation. This exhibit must be completed in a manner that accurately reflects the contents of the Offeror's Proposed Retail Pharmacy Network File.

Exhibit I.Y.2

DCS and NYSIF Prescription Drug Programs
File Layout Specifications for the Offeror's Proposed Retail Pharmacy Network File

Instructions: Utilize this file layout to prepare Exhibit I.Y.3 of your technical proposal and submit on a CD. This file must include each pharmacy that you have an executed contract with for participation in the Empire Plan Retail Pharmacy Network commencing on January 1, 2014. The pharmacies listed in this file must be included in the Retail Pharmacy Network implemented for the Program on 1/1/14 in accordance with Section IV.B.3.2(a) "Implementation" and Section IV.B.11 "Retail Pharmacy Network" of this RFP.

1) The Pharmacy Corporate ID is a number that represents a unique identifier of the contracting or bargaining entity. Place this identifier in the Pharmacy Corporate ID column for each pharmacy included in this file.

2) The Contracting Entity Name is the name of the contracting or bargaining entity that corresponds to the pharmacy corporate ID. Include the contracting entity name for each pharmacy listed in this file in the Contracting Entity Name column.

3) The Provider ID# or NCPDP# is a unique pharmacy identifier. Enter the number for each pharmacy included in this file in the NCPDP or Provider ID# Column below.

4) Include the Pharmacy Name, Street Address, City, State and five-digit zip code for each pharmacy listed in this file.

Pharmacy Corporate ID	Contracting Entity Name	NCPDP# or Provider ID#	Pharmacy Name	Street Address	City	State	Zip Code (five-digit) only

Empire Plan Prescription Drug Program

Offeror's Proposed Retail Pharmacy Network File

All Offerors are required to submit their proposed retail pharmacy network as Exhibit I.Y.3 entitled, "Offeror's Proposed Retail Pharmacy Network File" in the format specified by Exhibit I.Y.2.

Exhibit I.Y.4

DCS Prescription Drug Program
Offeror's Proposed Retail Pharmacy Network Access Prerequisite Worksheet

Location Column (2)	# of Empire Plan Enrollees With Access Column (3)	# of Empire Plan Enrollees Without Access Column (4)	Total Empire Plan Enrollees Column (5)	% With Access Column (6)
Urban	0	0	0	#DIV/0!
Suburban	0	0	0	#DIV/0!
Rural	0	0	0	#DIV/0!
Total	0	0	0	#DIV/0!

A. Enter the number of Empire Plan enrollees who are within the Program's minimum access requirements from your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of Empire Plan enrollees who are not within the Program's minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)

C. Column (5) equals Column (3) plus Column (4).

D. Column (6) equals Column (3) divided by Column (5).

E. The Offeror's proposed retail pharmacy network access %'s in column (6) must equal, the Program's minimum mandatory access requirements, defined in this RFP, in order for their proposal to be evaluated.

F. The Total Number of Empire Plan Enrollees in the Offeror's Geo Access Accessibility Summaries should equal the totals in Column (5).

Note: All enrollees must be counted in calculating whether the Offeror meets the Retail Pharmacy Network access guarantees. No enrollee may be excluded even if there is no pharmacy located within the minimum mandatory access requirements.

NYSIF Prescription Drug Program
Offeror's Proposed Retail Pharmacy Network Access Prerequisite Worksheet

Location Column (2)	# of NYSIF Enrollees With Access Column (3)	# of NYSIF Enrollees Without Access Column (4)	Total NYSIF Enrollees Column (5)	% With Access Column (6)
Urban	0	0	0	#DIV/0!
Suburban	0	0	0	#DIV/0!
Rural	0	0	0	#DIV/0!
Total	0	0	0	#DIV/0!

A. Enter the number of NYSIF enrollees who are within the Program's minimum access requirements from your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of NYSIF enrollees who are not within the Program's minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)

C. Column (5) equals Column (3) plus Column (4).

D. Column (6) equals Column (3) divided by Column (5).

E. The Offeror's proposed retail pharmacy network access %'s in column (6) must equal, the Program's minimum mandatory access requirements, defined in this RFP, in order for their proposal to be evaluated.

F. The Total Number of NYSIF Enrollees in the Offeror's Geo Access Accessibility Summaries should equal the totals in Column (5).

Note: All enrollees must be counted in calculating whether the Offeror meets the Retail Pharmacy Network access guarantees. No enrollee may be excluded even if there is no pharmacy located within the minimum mandatory access requirements.

DCS and NYSIF Prescription Drug Programs
Comparison of DCS Current Program Network Pharmacies and the Offeror's Proposed Retail Network

The DCS Program Retail Network Pharmacy File can be obtained by completing and submitting **Exhibit I.Z**, **Confidentiality Agreement and Certificate of Non-Disclosure** with a letter requesting the file ~~and also attesting that the Offeror meets minimum mandatory requirements of Section III.B of this RFP~~. The completed, notarized Confidentiality Agreement and Certificate of Non-Disclosure form and letter must be sent to:

Robert Kennedy, Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, New York 12239

The DCS Program Retail Network Pharmacy File will only be sent to those prospective Offerors that request said file~~;~~ and complete and submit a properly executed **Exhibit I.Z**~~; and attest that they meet the minimum mandatory requirements of Section III.B of this RFP~~.

Upon receipt of the completed, notarized **Exhibit I.Z** and the Offeror's letter ~~containing~~ requesting the ~~required attestation~~ data file, the prospective Offeror's designated Information Technology (IT) contact indicated in **Exhibit I.Z** will be contacted by the Procuring Agencies to arrange secure delivery of the DCS Program Network Pharmacy Data File along with the accompanying record layout

INSTRUCTIONS:

This exhibit will compare the DCS Program network pharmacies that have submitted claims between November 10, 2010 and October 28, 2011 with the Offeror's Proposed Retail Network File provided in Exhibit I.Y.2.

Utilize this file layout to prepare Exhibit I.Y.3 of your Technical Proposal and submit on a CD.

1) The first two columns in the provided file list the National Provider Indicators (NPI) and names of the DCS Program Retail Network Pharmacies.

Exhibit I.Y.5 (Amended April 4, 2012)

2) Identify whether each of the DCS Program Retail Network Pharmacies will or will not participate in the Offeror's proposed Retail Network Pharmacy by indicating "YES" or "NO" in the third column.

3) For those pharmacies indicated with a "YES", insert the Pharmacy Corporate ID (number that represents a unique identifier of the contracting or bargaining entity) and Contracting Entity Name (name of the contracting or bargaining entity that corresponds to the pharmacy NPI) in the fourth and fifth columns respectively.

Pharmacy NPI	Pharmacy Name	Network Indicator (Y/N)	Pharmacy Corporate ID	Contracting Entity Name

Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs

CONFIDENTIAL AGREEMENT AND CERTIFICATE OF NON-DISCLOSURE

This Exhibit MUST be filled out by all Offerors and Key Subcontractors

THIS AGREEMENT is between the New York State Department of Civil Service (DCS) and the New York State Insurance Fund (NYSIF), jointly referred to herewith as the Procuring Agencies, their successors and assigns, acting on behalf of the State of New York, and having their principal places of business at: DCS; the Alfred E. Smith State Office Building, Albany, New York, 12239 / NYSIF; 199 Church Street, New York, New York 10007 , *and*

____ (Respondent), it successors and assigns, having its principal place of business at:

____.

___________________________________ being duly sworn, deposes and says that he/she is ___________________________________
(Print or type full name) (Title or Capacity)

of _______________________________, the firm that executed this instrument and that he/she is authorized by said
(Name of firm)

firm to execute this instrument, and further, in consideration of release of the paid claims and Network Pharmacy data by DCS and NYSIF, the firm hereby agrees that any information pertaining to the Programs and their documentation, including the information contained on the paid claims and Network Pharmacy data as referenced in the Request for Proposals entitled, Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs, which has been or may be supplied to or obtained by the firm, its officers, agents and employees, based upon the representations made above in relation to the procurement of a Contractor to administer the Programs under New York State Civil Service Law, Article XI, and New York State Workers' Compensation Law, is confidential and may not be used for any purpose other than the formulation of a good faith offer for said procurement, and that any other use, release or dissemination to any party, of any such confidential information, without the prior written consent of Procuring Agencies, shall constitute a breach of this Confidentiality Agreement and Statement of Non-Disclosure and may result in disqualification of the firm from said procurement, or the imposition of other sanctions as determined by the Procuring Agencies or as required by the State of New York or by law.

The firm further acknowledges that access to the paid claims and Network Pharmacy information (Programs data) is subject to the following warranty disclaimer by the Procuring Agencies: all paid claims and Network Pharmacy information supplied for the Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs Request for Proposal contain information provided by the current insurers/administrators which has not been audited by the Procuring Agencies and are provided on an "as is" basis. For purposes of the Programs data, any interested Offeror's or Offerors' use of the Programs data, or the results of any interested Offeror's or Offerors' use of the Programs data, the Procuring Agencies and State of New York make no warranties, guarantees or representations of any kind expressed or implied, or arising by custom or trade usage, as to any matter whatsoever, without limitation, and specifically make no implied warranty of fitness for any particular purpose or use, including but not limited to adequacy, accuracy, completeness or conformity to any representation, description, sample or model.

Please complete to receive paid claims and Network Pharmacy data			
Designated Information Technology (IT) Contact Information		**Alternate Contact Information**	
Contact Name:		Contact Name:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax:		Fax:	
E-Mail:		E-Mail:	

Designated Information Technology (IT) Contact Information (this individual will be contacted by the Procuring Agencies to arrange secure delivery of the paid claims and Network Pharmacy data)

Complete Exhibit I.Z and submit it to the Pharmacy Benefit Services Procurement Manager specified in Section II.A.2.b. of this RFP. The completed Exhibit I.Z may be emailed at: 2014RxBenefitRFP@cs.state.ny.us, faxed at: 518-402-2835 and/or mailed (see address provided in RFP, Section II.A.2.b.).

VENDOR

Name/Address of Corporate Headquarters

____
____
____

IN WITNESS WHEREOF, Vendor has caused this Agreement to be signed as of the date set forth below.

VENDOR'S AUTHORIZED LEGAL REPRESENTATIVE
Name/Title/Address (If Different from Above)

____
____
____
____

Signature of Authorized Legal Representative as the act and deed and on behalf of Vendor is Required.*

*____ Date: _____________________

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: ____________________ **[INSERT OFFEROR NAME]**

By: ________________________________
(Signature)

____
(Name)

____
(Title)

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: **SS.:**
COUNTY OF }

On the ____ day of __________________in the year 2012, before me personally appeared: ____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at: ____, Town of ______________________________,
County of __________________ , State of ________________ ; and further that:

[Check One]

(___ **If a corporation):** _he is the ___________________________ of ______________________________, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(___**If a partnership):** _he is the ___________________________ of ______________________________, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

____
Notary Public

DCS and NYSIF Prescription Drug Programs
Enrollment by Zip Code & Geo Access Network Report File

Enrollee counts by zip code and the associated GeoNetwork reporting format are accessible to all potential Offerors by clicking on the links, below:

DCS:
DCS Census for Geo.zip (528,536 Records) (Microsoft Access format)

NYSIF:
NYSIF Census for Geo.zip (55,313 Records) (Microsoft Access format)

Note: The above files are compressed in a Zip format to reduced file size. Offerors will need to download and unzip the Access 2000 Database files. The Geocoded files were created with GeoNetworks software Version 5.0 2011 and Software Systems Data V 2011 R3.

Reporting Format:

DCS:
DCSGeoNetworks Report Templete.rpt (GeoAccess reporting format)

NYSIF:
NYSIFGeoNetworks Report Template.rpt (GeoAccess reporting format)

Empire Plan Prescription Drug Program
Enrollment by Month

Exhibit II.B

Empire Plan

	Individual Coverage	Family Coverage	Total
Jan-02	200,802	270,696	471,498
Feb-02	201,092	270,887	471,979
Mar-02	201,224	270,917	472,141
Apr-02	201,471	270,897	472,368
May-02	201,445	270,901	472,346
Jun-02	201,282	270,929	472,211
Jul-02	201,046	270,951	471,997
Aug-02	200,476	270,928	471,404
Sep-02	201,637	271,642	473,279
Oct-02	202,465	272,207	474,672
Nov-02	203,017	272,699	475,716
Dec-02	202,890	272,942	475,832
Jan-03	204,906	274,606	479,512
Feb-03	204,826	274,540	479,366
Mar-03	204,977	274,587	479,564
Apr-03	205,093	274,428	479,521
May-03	204,950	274,318	479,268
Jun-03	204,991	274,366	479,357
Jul-03	204,716	274,362	479,078
Aug-03	204,207	274,016	478,223
Sep-03	205,335	274,455	479,790
Oct-03	206,241	274,765	481,006
Nov-03	206,629	274,768	481,397
Dec-03	206,647	274,815	481,462

	Individual Coverage	Family Coverage	Total
Jan-04	208,081	276,338	484,419
Feb-04	208,138	276,320	484,458
Mar-04	208,199	276,288	484,487
Apr-04	208,403	276,129	484,532
May-04	208,383	276,128	484,511
Jun-04	208,406	276,481	484,887
Jul-04	208,388	276,927	485,315
Aug-04	208,008	277,359	485,367
Sep-04	209,227	277,872	487,099
Oct-04	209,806	278,249	488,055
Nov-04	210,185	278,526	488,711
Dec-04	210,316	278,521	488,837
Jan-05	211,642	279,400	491,042
Feb-05	211,756	279,468	491,224
Mar-05	211,724	279,369	491,093
Apr-05	211,912	279,211	491,123
May-05	211,926	279,109	491,035
Jun-05	212,109	279,103	491,212
Jul-05	211,794	279,035	490,829
Aug-05	211,615	279,043	490,658
Sep-05	212,249	279,122	491,371
Oct-05	213,323	279,586	492,909
Nov-05	213,785	280,017	493,802
Dec-05	213,946	280,294	494,240

	Individual Coverage	Family Coverage	Total
Jan-06	215,953	281,583	497,536
Feb-06	216,072	281,568	497,640
Mar-06	216,253	281,560	497,813
Apr-06	216,854	281,630	498,484
May-06	216,735	281,647	498,382
Jun-06	216,884	281,632	498,516
Jul-06	217,078	281,907	498,985
Aug-06	216,949	281,868	498,817
Sep-06	217,744	282,400	500,144
Oct-06	218,552	282,696	501,248
Nov-06	219,035	283,142	502,177
Dec-06	219,182	283,422	502,604
Jan-07	220,876	284,418	505,294
Feb-07	221,384	284,431	505,815
Mar-07	221,559	284,402	505,961
Apr-07	221,995	284,695	506,690
May-07	222,446	284,579	507,025
Jun-07	222,492	284,628	507,120
Jul-07	222,654	284,933	507,587
Aug-07	222,430	284,840	507,270
Sep-07	223,364	285,497	508,861
Oct-07	224,520	285,920	510,440
Nov-07	225,543	286,507	512,050
Dec-07	225,651	286,827	512,478

	Individual Coverage	Family Coverage	Total
Jan-08	226,959	287,163	514,122
Feb-08	227,126	287,359	514,485
Mar-08	227,671	287,561	515,232
Apr-08	228,018	287,506	515,524
May-08	228,188	287,575	515,763
Jun-08	228,685	287,645	516,330
Jul-08	228,476	288,126	516,602
Aug-08	227,999	288,012	516,011
Sep-08	228,947	288,453	517,400
Oct-08	229,837	288,634	518,471
Nov-08	230,351	288,960	519,311
Dec-08	229,956	289,087	519,043
Jan-09	231,190	290,760	521,950
Feb-09	231,053	290,657	521,710
Mar-09	231,056	290,681	521,737
Apr-09	231,157	290,547	521,704
May-09	231,128	290,257	521,385
Jun-09	231,231	290,206	521,437
Jul-09	232,364	289,191	521,555
Aug-09	231,525	288,963	520,488
Sep-09	231,902	289,190	521,092
Oct-09	232,242	289,316	521,558
Nov-09	232,343	289,581	521,924
Dec-09	232,295	289,816	522,111

	Individual Coverage	Family Coverage	Total
Jan-10	241,113	286,707	527,820
Feb-10	239,498	288,495	527,993
Mar-10	242,793	285,181	527,974
Apr-10	240,543	287,430	527,973
May-10	240,807	287,240	528,047
Jun-10	240,115	288,249	528,364
Jul-10	239,663	288,760	528,423
Aug-10	238,622	289,186	527,808
Sep-10	239,083	289,500	528,583
Oct-10	239,408	289,857	529,265
Nov-10	239,427	290,141	529,568
Dec-10	239,436	290,220	529,656
Jan-11	236,994	292,144	529,138
Feb-11	236,347	292,166	528,513
Mar-11	235,910	292,343	528,253
Apr-11	235,270	292,284	527,554
May-11	234,933	292,092	527,025
Jun-11	234,654	292,034	526,688
Jul-11	233,826	291,768	525,594
Aug-11	233,166	291,776	524,942
Sep-11	232,861	291,720	524,581
Oct-11	232,826	291,434	524,260
Nov-11	232,621	291,280	523,901
Dec-11	232,213	291,008	523,221

Empire Plan Prescription Drug Program

Enrollment by Month

Student Employee Health Plan

	Individual Coverage	Family Coverage	Total
Jan-02	2,811	470	3,281
Feb-02	2,733	483	3,216
Mar-02	2,739	486	3,225
Apr-02	2,817	498	3,315
May-02	2,870	500	3,370
Jun-02	2,823	501	3,324
Jul-02	2,439	468	2,907
Aug-02	2,169	449	2,618
Sep-02	2,467	512	2,979
Oct-02	2,945	513	3,458
Nov-02	2,865	494	3,359
Dec-02	2,915	501	3,416
Jan-03	2,938	508	3,446
Feb-03	2,918	506	3,424
Mar-03	2,873	493	3,366
Apr-03	2,887	509	3,396
May-03	2,891	515	3,406
Jun-03	2,888	524	3,412
Jul-03	2,297	465	2,762
Aug-03	2,343	476	2,819
Sep-03	2,584	518	3,102
Oct-03	2,747	497	3,244
Nov-03	2,926	490	3,416
Dec-03	2,976	499	3,475

	Individual Coverage	Family Coverage	Total
Jan-04	2,973	503	3,476
Feb-04	2,909	498	3,407
Mar-04	2,846	490	3,336
Apr-04	2,849	498	3,347
May-04	2,871	508	3,379
Jun-04	2,853	513	3,366
Jul-04	2,239	433	2,672
Aug-04	2,270	448	2,718
Sep-04	2,516	502	3,018
Oct-04	2,712	481	3,193
Nov-04	2,903	498	3,401
Dec-04	2,896	501	3,397
Jan-05	2,902	497	3,399
Feb-05	2,868	504	3,372
Mar-05	2,844	486	3,330
Apr-05	2,893	487	3,380
May-05	2,906	489	3,395
Jun-05	2,887	493	3,380
Jul-05	2,213	411	2,624
Aug-05	2,226	421	2,647
Sep-05	2,477	472	2,949
Oct-05	2,896	437	3,333
Nov-05	3,008	443	3,451
Dec-05	3,003	442	3,445

	Individual Coverage	Family Coverage	Total
Jan-06	3,020	442	3,462
Feb-06	3,040	450	3,490
Mar-06	2,974	436	3,410
Apr-06	2,993	436	3,429
May-06	2,984	435	3,419
Jun-06	2,979	440	3,419
Jul-06	2,526	370	2,896
Aug-06	2,264	366	2,630
Sep-06	2,652	442	3,094
Oct-06	2,984	466	3,450
Nov-06	3,039	456	3,495
Dec-06	3,073	464	3,537
Jan-07	3,094	457	3,551
Feb-07	3,150	464	3,614
Mar-07	3,115	446	3,561
Apr-07	3,151	448	3,599
May-07	3,165	455	3,620
Jun-07	3,147	460	3,607
Jul-07	2,587	392	2,979
Aug-07	2,575	392	2,967
Sep-07	3,000	455	3,455
Oct-07	3,242	464	3,706
Nov-07	3,439	474	3,913
Dec-07	3,415	459	3,874

	Individual Coverage	Family Coverage	Total
Jan-08	3,397	453	3,850
Feb-08	3,304	443	3,747
Mar-08	3,392	458	3,850
Apr-08	3,420	467	3,887
May-08	3,427	464	3,891
Jun-08	3,218	463	3,681
Jul-08	2,543	368	2,911
Aug-08	2,622	367	2,989
Sep-08	3,031	417	3,448
Oct-08	3,500	459	3,959
Nov-08	3,530	462	3,992
Dec-08	3,547	461	4,008
Jan-09	4,325	532	4,857
Feb-09	4,474	562	5,036
Mar-09	4,315	544	4,859
Apr-09	4,324	560	4,884
May-09	4,361	575	4,936
Jun-09	4,364	582	4,946
Jul-09	3,700	513	4,213
Aug-09	3,720	522	4,242
Sep-09	3,983	551	4,534
Oct-09	4,537	593	5,130
Nov-09	4,752	622	5,374
Dec-09	4,739	639	5,378

	Individual Coverage	Family Coverage	Total
Jan-10	4,755	644	5,399
Feb-10	4,724	647	5,371
Mar-10	4,745	657	5,402
Apr-10	4,753	672	5,425
May-10	4,734	687	5,421
Jun-10	4,705	684	5,389
Jul-10	4,121	608	4,729
Aug-10	4,074	617	4,691
Sep-10	4,502	687	5,189
Oct-10	4,857	706	5,563
Nov-10	4,994	733	5,727
Dec-10	5,017	744	5,761
Jan-11	5,012	741	5,753
Feb-11	4,969	753	5,722
Mar-11	4,960	764	5,724
Apr-11	4,860	765	5,625
May-11	4,751	777	5,528
Jun-11	4,736	784	5,520
Jul-11	4,134	709	4,843
Aug-11	4,060	704	4,764
Sep-11	4,355	746	5,101
Oct-11	4,693	758	5,451
Nov-11	4,839	767	5,606
Dec-11	4,891	775	5,666

Empire Plan Prescription Drug Program

Enrollment by Month

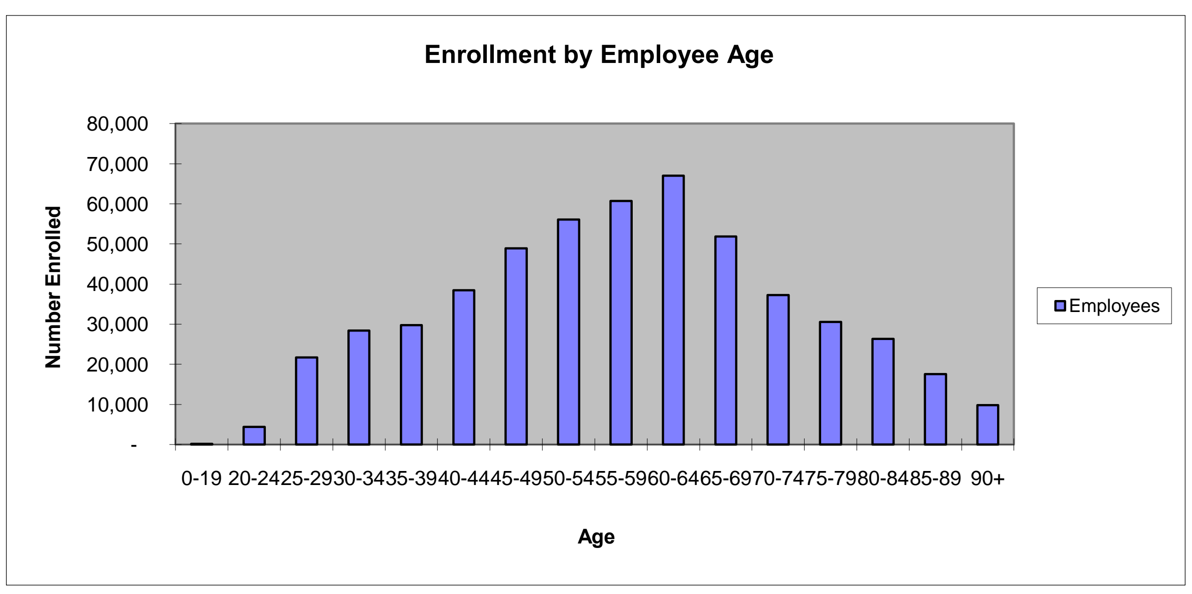
Excelsior Plan

	Individual Coverage	Family Coverage	Total
Jan-09	132	156	288
Feb-09	128	156	284
Mar-09	128	152	280
Apr-09	127	150	277
May-09	126	148	274
Jun-09	131	148	279
Jul-09	132	145	277
Aug-09	131	145	276
Sep-09	131	143	274
Oct-09	130	143	273
Nov-09	130	142	272
Dec-09	129	142	271
Jan-10	127	139	266
Feb-10	129	138	267
Mar-10	150	120	270
Apr-10	138	133	271
May-10	135	134	269
Jun-10	131	139	270
Jul-10	121	128	249
Aug-10	45	17	62
Sep-10	44	16	60
Oct-10	44	16	60
Nov-10	44	16	60
Dec-10	43	15	58

	Individual Coverage	Family Coverage	Total
Jan-11	43	20	63
Feb-11	44	20	64
Mar-11	44	22	66
Apr-11	40	20	60
May-11	40	20	60
Jun-11	41	20	61
Jul-11	42	21	63
Aug-11	41	21	62
Sep-11	41	20	61
Oct-11	41	20	61
Nov-11	39	21	60
Dec-11	32	20	52

TOTAL EMPIRE, EXCELSIOR AND SEHP ENROLLMENT BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY
AS OF DECEMBER 2, 2011

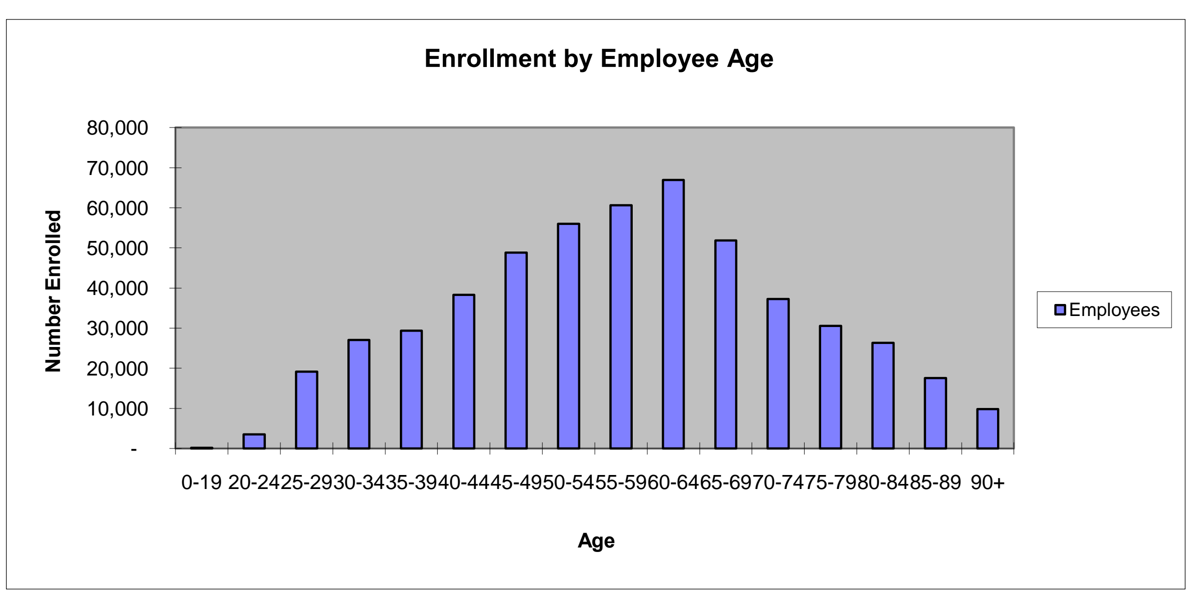
Age Group	Employees	Spouses	Dependents	Total
0-19	161	37	226,566	226,764
20-24	4,414	582	69,653	74,649
25-29	21,732	5,654	8,471	35,857
30-34	28,414	13,748	465	42,627
35-39	29,766	18,934	372	49,072
40-44	38,427	25,457	255	64,139
45-49	48,890	30,551	207	79,648
50-54	56,079	33,510	138	89,727
55-59	60,671	33,862	60	94,593
60-64	66,981	33,605	17	100,603
65-69	51,886	24,785	7	76,678
70-74	37,293	16,508	2	53,803
75-79	30,567	11,166	-	41,733
80-84	26,313	7,384	-	33,697
85-89	17,568	3,378	-	20,946
90+	9,780	995	-	10,775
Total:	**528,942**	**260,156**	**306,213**	**1,095,311**



Source: NYBEAS, December 2, 2011

TOTAL EMPIRE PLAN ENROLLMENT BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY
AS OF DECEMBER 2, 2011

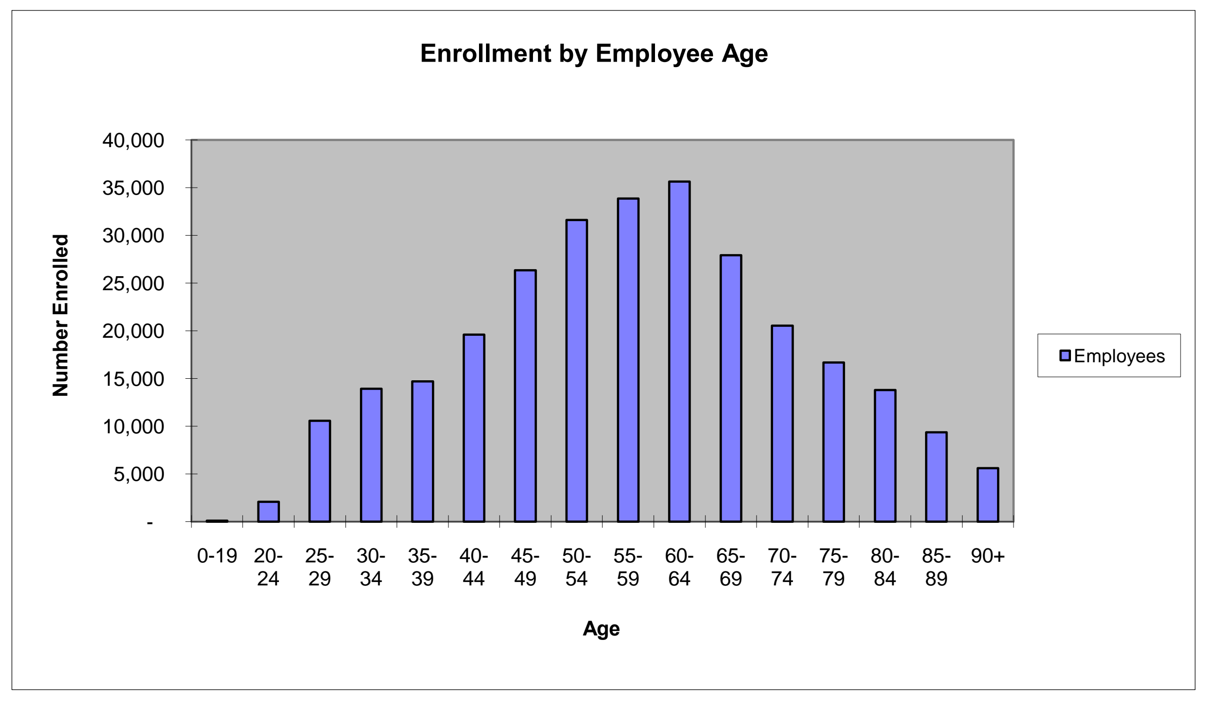
Age Group	Employees	Spouses	Dependents	Total
0-19	149	37	226,102	226,288
20-24	3,516	551	69,634	73,701
25-29	19,109	5,409	8,469	32,987
30-34	27,043	13,513	465	41,021
35-39	29,334	18,819	372	48,525
40-44	38,253	25,392	255	63,900
45-49	48,801	30,524	207	79,532
50-54	56,022	33,495	138	89,655
55-59	60,643	33,852	60	94,555
60-64	66,965	33,601	17	100,583
65-69	51,883	24,780	7	76,670
70-74	37,292	16,508	2	53,802
75-79	30,564	11,165	-	41,729
80-84	26,312	7,383	-	33,695
85-89	17,559	3,378	-	20,937
90+	9,779	995	-	10,774
Total:	**523,224**	**259,402**	**305,728**	**1,088,354**



Source: NYBEAS, December 2, 2011

EMPIRE PLAN - NYS ENROLLMENT BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY
AS OF DECEMBER 2, 2011

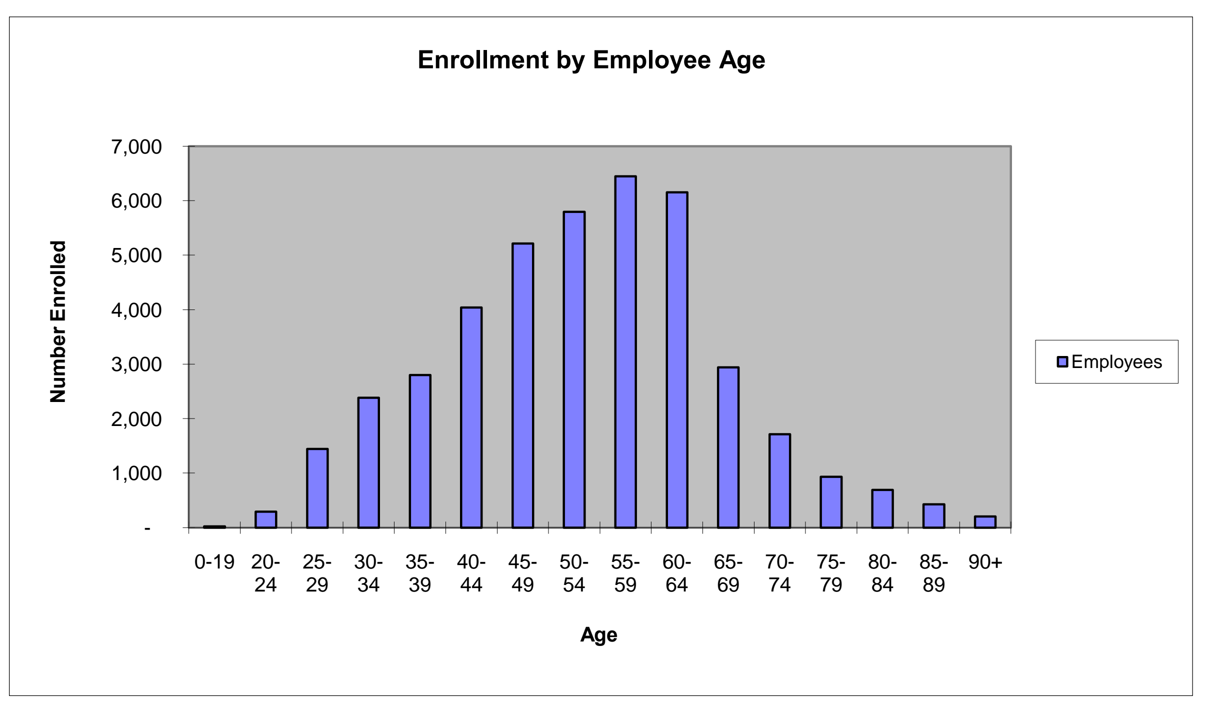
Age Group	Employees	Spouses	Dependents	Total
0-19	84	20	111,376	111,480
20-24	2,065	356	35,944	38,365
25-29	10,571	3,025	4,223	17,819
30-34	13,910	6,445	217	20,572
35-39	14,669	8,666	168	23,503
40-44	19,586	11,890	123	31,599
45-49	26,328	15,069	112	41,509
50-54	31,611	17,002	87	48,700
55-59	33,831	16,656	33	50,520
60-64	35,639	15,938	7	51,584
65-69	27,902	11,787	3	39,692
70-74	20,525	8,104	2	28,631
75-79	16,647	5,247	-	21,894
80-84	13,781	3,334	-	17,115
85-89	9,355	1,444	-	10,799
90+	5,603	443	-	6,046
Total:	**282,107**	**125,426**	**152,295**	**559,828**



Source: NYBEAS, December 2, 2011

**EMPIRE PLAN - PARTICIPATING EMPLOYERS ENROLLMENT BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY
AS OF DECEMBER 2, 2011**

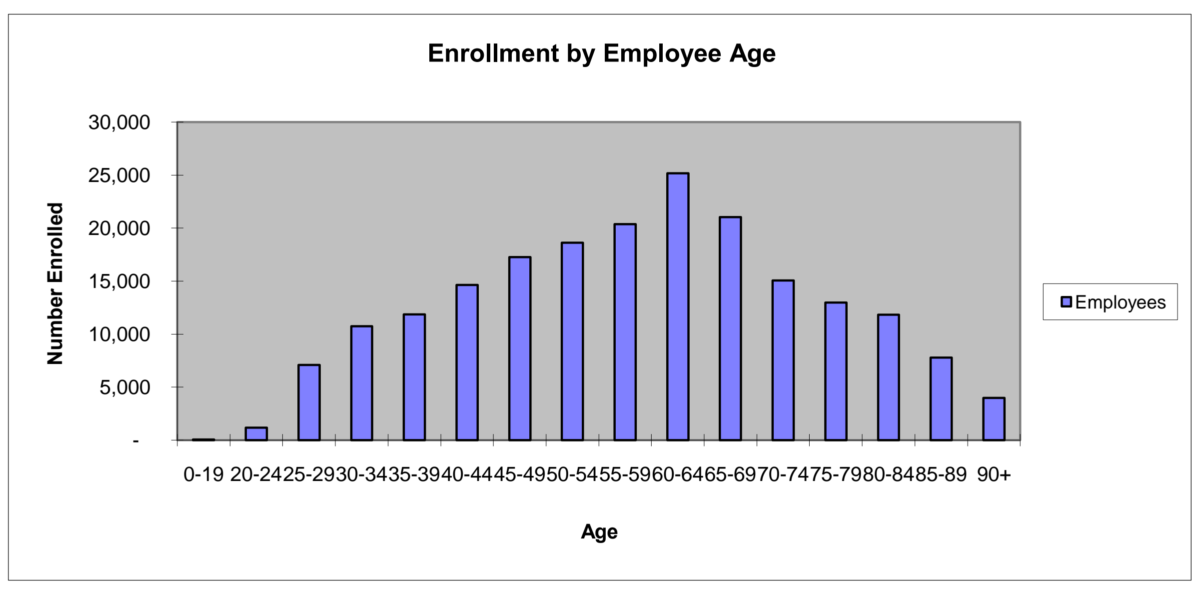
Age Group	Employees	Spouses	Dependents	Total
0-19	22	5	24,426	24,453
20-24	292	47	7,201	7,540
25-29	1,441	509	792	2,742
30-34	2,385	1,396	38	3,819
35-39	2,799	2,022	27	4,848
40-44	4,038	2,914	10	6,962
45-49	5,212	3,818	12	9,042
50-54	5,792	4,087	3	9,882
55-59	6,445	3,964	2	10,411
60-64	6,154	3,022	1	9,177
65-69	2,938	1,608	-	4,546
70-74	1,716	741	-	2,457
75-79	934	398	-	1,332
80-84	691	215	-	906
85-89	428	81	-	509
90+	203	19	-	222
Total:	**41,490**	**24,846**	**32,512**	**98,848**



Source: NYBEAS, December 2, 2011

EMPIRE PLAN - PARTICPATING AGENCIES ENROLLMENT BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY
AS OF DECEMBER 2, 2011

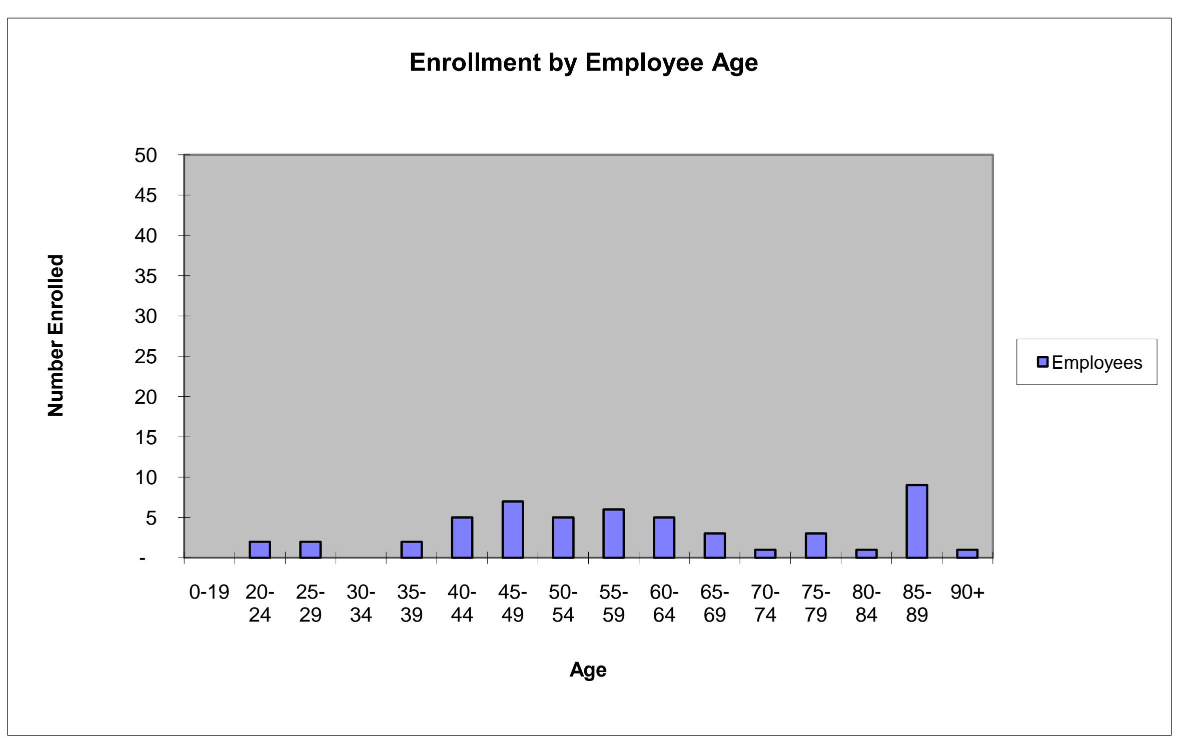
Age Group	Employees	Spouses	Dependents	Total
0-19	43	12	90,300	90,355
20-24	1,159	148	26,489	27,796
25-29	7,097	1,875	3,454	12,426
30-34	10,748	5,672	210	16,630
35-39	11,866	8,131	177	20,174
40-44	14,629	10,588	122	25,339
45-49	17,261	11,637	83	28,981
50-54	18,619	12,406	48	31,073
55-59	20,367	13,232	25	33,624
60-64	25,172	14,641	9	39,822
65-69	21,043	11,385	4	32,432
70-74	15,051	7,663	-	22,714
75-79	12,983	5,520	-	18,503
80-84	11,840	3,834	-	15,674
85-89	7,776	1,853	-	9,629
90+	3,973	533	-	4,506
Total:	**199,627**	**109,130**	**120,921**	**429,678**



Source: NYBEAS, December 2, 2011

EXCELSIOR (PARTICIPATING AGENCIES) ENROLLMENT BY AGE (1)
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY (2)
AS OF DECEMBER 2, 2011

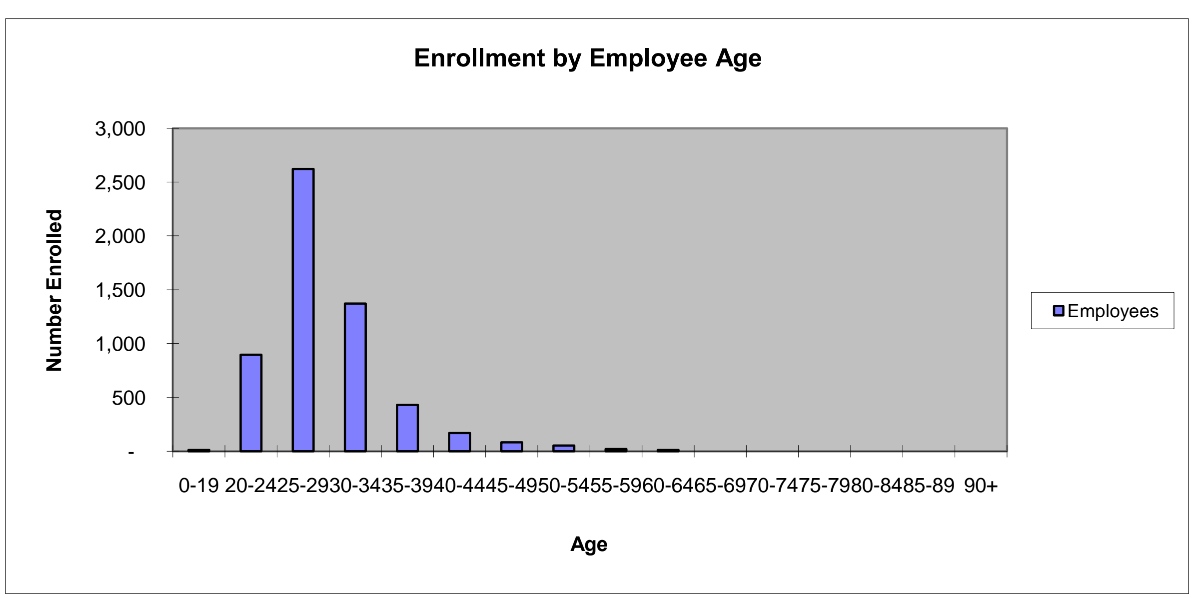
Age Group	Employees	Spouses	Dependents	Total
0-19	-	-	17	17
20-24	2	-	7	9
25-29	2	1	1	4
30-34	-	-	-	-
35-39	2	1	-	3
40-44	5	2	-	7
45-49	7	4	-	11
50-54	5	4	-	9
55-59	6	3	-	9
60-64	5	1	-	6
65-69	3	2	-	5
70-74	1	-	-	1
75-79	3	1	-	4
80-84	1	1	-	2
85-89	9	-	-	9
90+	1	-	-	1
Total:	**52**	**20**	**25**	**97**



(1) Program enrollment is comprised solely of Participating Agency enrollees.
(2) As of 12/2/2011 all Excelsior Plan enrollees have prescription drug coverage. There are no Medicare Low Income Subsidy enrollees without Excelsior Plan Rx coverage.
Source: NYBEAS, December 2, 2011

TOTAL STUDENT EMPLOYEE HEALTH PLAN ENROLLMENT (SEHP) BY AGE (1)
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY (2)
AS OF DECEMBER 2, 2011

Age Group	Employees	Spouses	Dependents	Total
0-19	-	-	-	-
20-24	-	-	-	-
25-29	-	-	-	-
30-34	-	-	-	-
35-39	-	-	-	-
40-44	-	-	-	-
45-49	-	-	-	-
50-54	-	-	-	-
55-59	-	-	-	-
60-64	-	-	-	-
65-69	-	-	-	-
70-74	-	-	-	-
75-79	-	-	-	-
80-84	-	-	-	-
85-89	-	-	-	-
90+	-	-	-	-
Total:	**-**	**-**	**-**	**-**



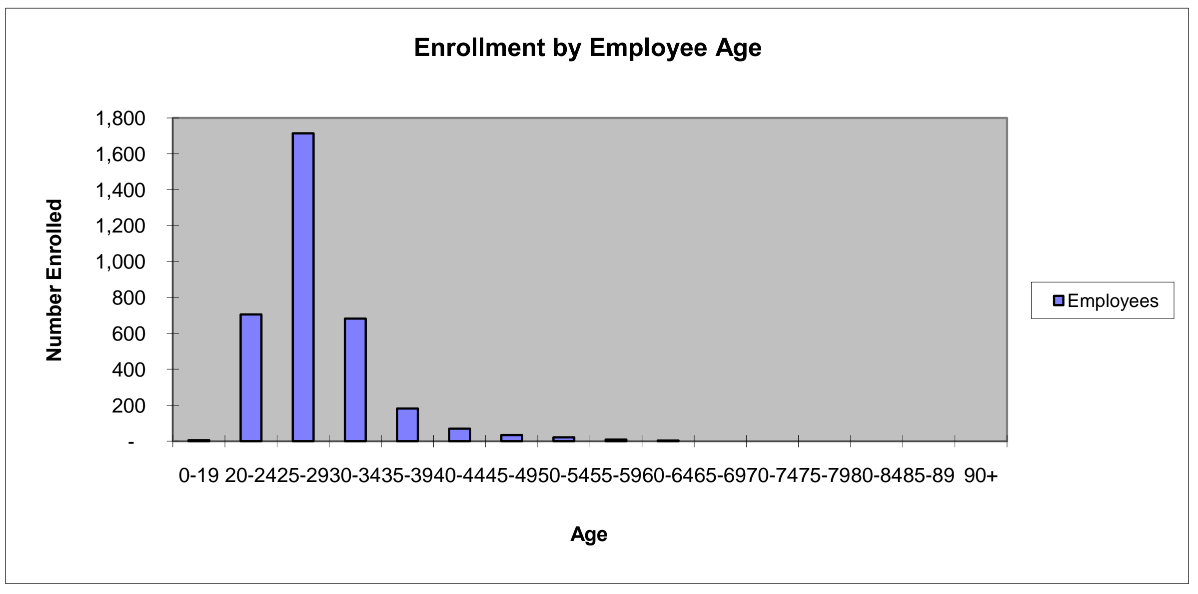
(1) Program enrollment includes NYS (SUNY) and CUNY Graduate Student Employee Union (GSEU) enrollees.

(2) All enrollees in SEHP have prescription drug coverage.

Source: NYBEAS, December 2, 2011

STUDENT EMPLOYEE HEALTH PLAN ENROLLMENT (SEHP) - NYS BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY (1)
AS OF DECEMBER 2, 2011

Age Group	Employees	Spouses	Dependents	Total
0-19	6	-	244	250
20-24	706	17	6	729
25-29	1,714	153	1	1,868
30-34	682	120	-	802
35-39	181	36	-	217
40-44	69	30	-	99
45-49	33	9	-	42
50-54	22	5	-	27
55-59	8	2	-	10
60-64	4	-	-	4
65-69	-	2	-	2
70-74	-	-	-	-
75-79	-	-	-	-
80-84	-	-	-	-
85-89	-	-	-	-
90+	-	-	-	-
Total:	**3,425**	**374**	**251**	**4,050**

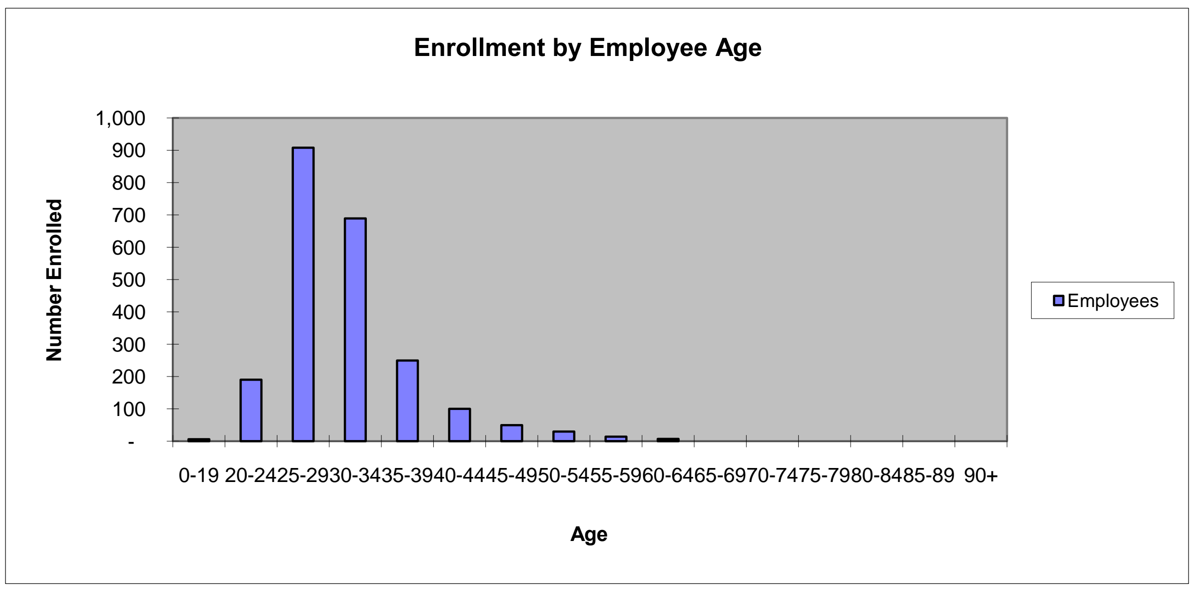


(1) All enrollees in SEHP have prescription drug coverage.

Source: NYBEAS, December 2, 2011

STUDENT EMPLOYEE HEALTH PLAN ENROLLMENT (SEHP) - CUNY BY AGE
PRESCRIPTION DRUG COVERAGE ENROLLEES ONLY (1)
AS OF DECEMBER 2, 2011

Age Group	Employees	Spouses	Dependents	Total
0-19	6	-	203	209
20-24	190	14	6	210
25-29	907	91	-	998
30-34	689	115	-	804
35-39	249	78	-	327
40-44	100	33	-	133
45-49	49	14	-	63
50-54	30	6	-	36
55-59	14	5	-	19
60-64	7	3	-	10
65-69	-	1	-	1
70-74	-	-	-	-
75-79	-	-	-	-
80-84	-	-	-	-
85-89	-	-	-	-
90+	-	-	-	-
Total:	**2,241**	**360**	**209**	**2,810**



(1) All enrollees in SEHP have prescription drug coverage.

Source: NYBEAS, December 2, 2011

New York State Health Insurance Program
Empire Plan , Excelsior Plan and SEHP
Dec-11

With Drug Coverage

Empire Plan		Enrollee	Spouse	Dependents	Total Covered Lives	Medicare Primary Lives
NYS	Individual	137,983	-	-	137,983	60,051
	Family	144,123	125,426	152,295	421,844	62,399
	Total	282,106	125,426	152,295	559,827	122,450
PEs	Individual	13,668	-	-	13,668	3,302
	Family	27,821	24,846	32,512	85,179	7,134
	Total	41,489	24,846	32,512	98,847	10,436
PAs	Individual	80,562	-	-	80,562	40,484
	Family	119,064	109,129	120,921	349,114	59,711
	Total	199,626	109,129	120,921	429,676	100,195
Total With Drug Coverage	Individual	232,213	-	-	232,213	103,837
	Family	291,008	259,401	305,728	856,137	129,244
	Total	**523,221**	**259,401**	**305,728**	**1,088,350**	**233,081**

With No Drug Coverage

		Enrollee	Spouse	Dependents	Total Covered Lives	Medicare Primary Lives
NYS	Individual	24	-	-	24	24
	Family	-	-	-	-	-
	Total	24	-	-	24	24
PEs	Individual	999	-	-	999	162
	Family	1,901	1,591	2,268	5,760	454
	Total	2,900	1,591	2,268	6,759	616
PAs	Individual	8	-	-	8	8
	Family	-	-	-	-	-
	Total	8	-	-	8	8
Total With No Drug Coverage	Individual	1,031	-	-	1,031	194
	Family	1,901	1,591	2,268	5,760	454
	Total	**2,932**	**1,591**	**2,268**	**6,791**	**648**
Total Empire(a)	**Individual**	**233,244**	**-**	**-**	**233,244**	**104,031**
	Family	**292,909**	**260,992**	**307,996**	**861,897**	**129,698**
	Total	**526,153**	**260,992**	**307,996**	**1,095,141**	**233,729**

(a) Excludes Excelsior Plan & SEHP

New York State Health Insurance Program
Empire Plan , Excelsior Plan and SEHP
Dec-11

		Enrollee	Spouse	Dependents	Total Covered Lives	Medicare Primary Lives
With Drug Coverage						
PAs Excelsior Plan	Individual	32	-	-	32	15
	Family	20	20	25	65	8
	Total	**52**	**20**	**25**	**97**	**23**
With No Drug Coverage						
PAs Excelsior Plan	Individual	-	-	-	-	-
	Family	-	-	-	-	-
	Total	**-**	**-**	**-**	**-**	**-**
Total Excelsior Plan	**Individual**	**32**	**-**	**-**	**32**	**15**
	Family	**20**	**20**	**25**	**65**	**8**
	Total	**52**	**20**	**25**	**97**	**23**
With Drug Coverage						
SEHP						
NYS	Individual	3,028	-	-	3,028	-
	Family	397	374	251	1,022	-
	Total	3,425	374	251	4,050	-
PEs (CUNY)	Individual	1,863	-	-	1,863	-
	Family	378	360	209	947	-
	Total	2,241	360	209	2,810	-
Total SEHP	**Individual**	**4,891**	**-**	**-**	**4,891**	**-**
	Family	**775**	**734**	**460**	**1,969**	**-**
	Total	**5,666**	**734**	**460**	**6,860**	**-**
Total Empire, Excelsior and SEHP	**Individual**	**238,167**	**-**	**-**	**238,167**	**104,046**
	Family	**293,704**	**261,746**	**308,481**	**863,931**	**129,706**
	Total	**531,871**	**261,746**	**308,481**	**1,102,098**	**233,752**

New York State Health Insurance Program
Empire Plan , Excelsior Plan and SEHP
Dec-11

With Drug Coverage

HMOs		Enrollee	Spouse	Dependents	Total Covered Lives	
NYS	Individual	26,763	-	-	26,763	8,592
	Family	26,672	22,927	32,461	82,060	7,707
	Total	53,435	22,927	32,461	108,823	16,299
PEs	Individual	3,278	-	-	3,278	535
	Family	4,673	4,020	6,001	14,694	835
	Total	7,951	4,020	6,001	17,972	1,370
Total With Drug Coverage	Individual	30,041	-	-	30,041	9,127
	Family	31,345	26,947	38,462	96,754	8,542
	Total	**61,386**	**26,947**	**38,462**	**126,795**	**17,669**
		With No Drug Coverage				
NYS	Individual	-	-	-	-	-
	Family	-	-	-	-	-
	Total	**-**	**-**	**-**	**-**	**-**
PEs	Individual	210	-	-	210	47
	Family	323	263	392	978	74
	Total	533	263	392	1,188	**121**
Total With No Drug Coverage	Individual	210	-	-	210	47
	Family	323	263	392	978	74
	Total	**533**	**263**	**392**	**1,188**	**121**
Total HMO's	**Individual**	**30,251**	**-**	**-**	**30,251**	**9,174**
	Family	**31,668**	**27,210**	**38,854**	**97,732**	**8,616**
	Total	**61,919**	**27,210**	**38,854**	**127,983**	**17,790**
NYSHIP Total	**Individual**	**268,418**	**-**	**-**	**268,418**	**113,220**
	Family	**325,372**	**288,956**	**347,335**	**961,663**	**138,322**
	Total	**593,790**	**288,956**	**347,335**	**1,230,081**	**251,542**

NYBEAS Code: Active, Monthly, COBRA, Retiree, Extended Benefits, Young Adult Option	Year	Type of Drug / Level	COPAYS Day's Supply Up to 30 *Mail & Retail*	COPAYS Day's Supply 31-90 *Retail*	COPAYS Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
Council 82 -		Level 3 **(2)**	$40	$70	$65	Unlimited		
A25, A50,C25, C50, D15, D20	1/1/2007-3/31/2010	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
NYSCOPBA (~~Represented~~ Correction Titles) –		Level 3 **(2)**	$40	$70	$65	Unlimited		
A04, C04, D09	1/1/2010-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 (2)	$40	$70	$65	Unlimited		
	7/1/2009-12/31/2009	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2009	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	7/1/2012-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
NYSCOPBA (Law Enforcement ~~Contract Affected Titles~~) – A24, A48, A64, M02, C48, C63, D13, D14, G86, G89		Level 3 **(2)**	$45	$90	$90	Unlimited		
	4/1/2010-6/30/2012	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
Note: UUP Lifeguards represented by NYSCOPBA (A53, A65, C53, C64, D23) are currently subject to the 1/1/2007 – 3/31/2010 benefit levels.	1/1/2007–3/31/2010	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	10/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
M/C -		Level 3 **(2)**	$45	$90	$90	Unlimited		
A05, A06, A07, A19, A28, A29, A33, A34, A35, A61, A62, C05, C06, C07, C29, C61, D02, D25, L19, G85, G87	4/1/2010-9/31/2011	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		

NYBEAS Code: Active, Monthly, COBRA, Retiree, Extended Benefits, Young Adult Option	Year	Type of Drug / Level	COPAYS Day's Supply Up to 30 *Mail & Retail*	Day's Supply 31-90 *Retail*	Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
PIA State Police - A11, C11, D08		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
PBA State Police Troopers - A09,C09, D07		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
PBA State Police Supervisors - A10, C10, D22		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	12/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
PEF - A02, A22, A60, C02, C60, D03, D26, G84, G88		Level 3 **(2)**	$45	$90	$90	Unlimited		
	10/1/2011-11/30/11	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	4/1/2010-9/31/2011	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
			COPAYS					

NYBEAS Code: **A**ctive, **M**onthly, **C**OBRA, **R**etiree, **E**xtended Benefits, Young Adult Option	Year	Type of Drug / Level	Day's Supply Up to 30 *Mail & Retail*	Day's Supply 31-90 *Retail*	Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan **PEF – Cont'd. A02, A22, A60, C02, C60, D03, D26, G84, G88**	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan **UUP - A03, C03, A63, C62, M03, D04**	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan **DC-37 - A12, A40,C12,C40, D05, D06**	4/1/2010-Present	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
			COPAYS					

NYBEAS Code: Active, Monthly, COBRA, Retiree, Extended Benefits, Young Adult Option	Year	Type of Drug / Level	Day's Supply Up to 30 *Mail & Retail*	Day's Supply 31-90 *Retail*	Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan	1/1/12-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
Participating Employers -		Level 3 **(2)**	$45	$90	$90	Unlimited		
A23, C29, D01, E02, G01, G03, G04, G05, G06, G07, G08, G09, G10, G11, G13, G15, G16, G17, G19, G20, G21, G23, G24, G25, G27, G77, G78, G80, G85, G87, M04, M11	10/1/11-12/31/11	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	
		Level 2	$15	$30	$20	Unlimited		Yes
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	4/1/2010-9/31/11	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	10/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
Retirees, Vestees, Dependent Survivors & Preferred List –		Level 3 **(2)**	$45	$90	$90	Unlimited		
C31, C32, D10, D11, M07, R01, R02, R03, R04, R14, R15, R16, R17, R18, R19, R20, R21, R22, R23, R24, R51, R53, R54, R65, R69, R71, R73, R74	4/1/2010-9/31/11	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
E01, E11, R05, R06, R07, R08, R09, R10, R11, R13, R25, R27, R55, R56, R57, R58, R59, R61, R75	1/1/2009-3/31/2010	Level 1	$5	$10	$5	Unlimited	Flexible Formulary	No
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-12/31/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		

	COPAYS	

NYBEAS Code: **A**ctive, **M**onthly, **C**OBRA, **R**etiree, **E**xtended Benefits, Young Adult Option	Year	Type of Drug / Level	Day's Supply Up to 30 *Mail & Retail*	Day's Supply 31-90 *Retail*	Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan **Participating Agency** PA7, PC7, PD7, PE7, PF7, PN7, PR7, PS7, PV7	1/1/12-Present	Level 1 Level 2 Level 3 **(2)**	$5 $25 $45	$10 $50 $90	$5 $50 $90	Unlimited Unlimited Unlimited	Enhanced Flexible Formulary	Yes
	10/1/11-12/31/11	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Enhanced Flexible Formulary	Yes
	4/1/2010-9/31/11	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Flexible Formulary	Yes
	1/1/2009-3/31/2010	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Flexible Formulary	No
	1/1/2007-12/31/2008	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $30	$10 $30 $60	$5 $20 $55	Unlimited Unlimited Unlimited	Traditional PDL	No
Empire Plan **CSEA -** A01, A21, A39, A45, C01, C21, C39, C45, D18, D19, G90, G91, M01, M09	10/1/11-Present	Level 1 Level 2 Level 3 **(2)**	$5 $25 $45	$10 $50 $90	$5 $50 $90	Unlimited Unlimited Unlimited	Enhanced Flexible Formulary	Yes
	7/1/2008-9/31/11	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Traditional PDL	No
	1/1/2007-6/30/2008	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $30	$10 $30 $60	$5 $20 $55	Unlimited Unlimited Unlimited	Traditional PDL	No
Empire Plan **UCS (DC-37) -** **A14, A42, C14, C42**	12/1/2011-Present	Level 1 Level 2 Level 3 **(2)**	$5 $25 $45	$10 $50 $90	$5 $50 $90	Unlimited Unlimited Unlimited	Enhanced Flexible Formulary	Yes
	10/1/2011-11/30/11	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Enhanced Flexible Formulary	Yes
	7/1/2008-9/31/2011	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $40	$10 $30 $70	$5 $20 $65	Unlimited Unlimited Unlimited	Traditional PDL	No
	1/1/2007-6/30/2008	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $30	$10 $30 $60	$5 $20 $55	Unlimited Unlimited Unlimited	Traditional PDL	No
			COPAYS					

NYBEAS Code: **A**ctive, **M**onthly, **C**OBRA, **R**etiree, **E**xtended Benefits, Young Adult Option	Year	Type of Drug / Level	Day's Supply Up to 30 *Mail & Retail*	Day's Supply 31-90 *Retail*	Day's Supply 31-90 *Mail*	Plan Maximum	Formulary	Specialty Pharmacy Program
Empire Plan	12/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
UCS (Various Union Groups) – A20, A44, A47, C20, C44, C47, D17		Level 3 **(2)**	$45	$90	$90	Unlimited		
	10/1/2011-11/30/11	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$15	$30	$20	Unlimited		
		Level 3 **(2)**	$40	$70	$65	Unlimited		
	7/1/2008-9/31/2011	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	10/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
UCS (CSEA) - A13, A41, A13, C41		Level 3 **(2)**	$45	$90	$90	Unlimited		
	7/1/2008-9/31/2011	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	10/1/2011-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
UCS (Judges/Justices) A15, A17, A36, A43, A46, C15, C17, C43, D16		Level 3 **(2)**	$45	$90	$90	Unlimited		
	7/1/2008-9/31/2011	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$40	$70	$65	Unlimited		
	1/1/2007-6/30/2008	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		
Empire Plan	4/1/12-Present	Level 1	$5	$10	$5	Unlimited	Enhanced Flexible Formulary	Yes
		Level 2	$25	$50	$50	Unlimited		
APSU - A37, C37, A51, C51, D24		Level 3 **(2)**	$45	$90	$90	Unlimited		
	1/1/2007-3/31/12	Generic	$5	$10	$5	Unlimited	Traditional PDL	No
		Preferred Brand	$15	$30	$20	Unlimited		
		Non-Preferred Brand **(2)**	$30	$60	$55	Unlimited		

			COPAYS					
NYBEAS Code: Active, **M**onthly, **C**OBRA, **R**etiree, **E**xtended Benefits, Young Adult Option	**Year**	**Type of Drug / Level**	**Day's Supply Up to 30 *Mail & Retail***	**Day's Supply 31-90 *Retail***	**Day's Supply 31-90 *Mail***	**Plan Maximum**	**Formulary**	**Specialty Pharmacy Program**
Student Employee Health Plan (SEHP)	1/1/2011-Present	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40 **(3)**	N/A	$5 $20 $65	Unlimited	Flexible Formulary	Yes
	9/1/2010-12/31/2010	Level 1 Level 2 Level 3 **(2)**	$5 $15 $40 **(3)**	N/A	$5 $20 $65	$3,000	Flexible Formulary	Yes
	4/1/2010-8/31/2010	Level 1 Level 2 Level 3 **(2)**	$5 $15 $30 **(3)**	N/A	$5 $20 $55	$3,000	Flexible Formulary	Yes
	1/1/2007-3/31/2010	Generic Preferred Brand Non-Preferred Brand **(2)**	$5 $15 $30 **(3)**	N/A	$5 $20 $55	$2,500	Traditional PDL	No
Excelsior Plan **PA9, PC9, PE9, PF9, PN9, PR9, PS9, PV9**	4/1/2010-Present	Generic Preferred Brand Non-Preferred Brand **(2)**	$10 $30 $65	$25 $75 $160	$20 $60 $130	Unlimited Unlimited Unlimited	Excelsior PDL – Follows Carrier's Book of Business	Yes
	1/1/2009-3/31/2010	Generic Preferred Brand Non-Preferred Brand **(2)**	$10 $30 $65	$25 $75 $160	$20 $60 $130	Unlimited Unlimited Unlimited	Excelsior PDL – Follows Carrier's Book of Business	No
NYSIF Workers' Compensation Program	1/1/2007-Present	All Covered Drugs	$0	$0	$0	Unlimited	Workers' Compensation Formulary	Yes

(1) For a brand name drug with no generic equivalent, enrollee pays the brand copayment. For a brand name drug with a generic equivalent (with some exceptions), enrollee pays the brand copayment plus the difference in cost between the brand name drug and its generic equivalent.

(2) Mandatory generic substitution rules continue to apply. Non-preferred brand with generic equivalent available dispensed –Enrollee pays non-preferred co-pay plus difference in cost between brand and generic.

(3) Effective June 1, 2005 claims for employees enrolled in the SEHP plan who fill prescriptions at the SUNY Stonybrook Student Health Service pharmacy, SUNY Buffalo Student Health Service pharmacy, and SUNY Albany Student Health Service pharmacy will be reimbursed by the SEHP for covered prescriptions under the following arrangement: SEHP Enrollees will be able to have prescriptions filled at the SUNY Stonybrook Student Health Service pharmacy and SUNY Buffalo Student Health Service pharmacy for up to a thirty (30)-day-supply for a $7 co-payment. SEHP Enrollees filling prescriptions at the SUNY Albany Student Health Service pharmacy who have reached their $200 SUNY Albany Student prescription maximum will be able to have prescriptions filled for up to a thirty (30)-day-supply for a $7 co-payment. Reimbursement should be made for submitted charges. Prescriptions under this arrangement must be dispensed according to existing rules for the SEHP, including required prior authorizations and, where applicable, supply limits. These Health Service pharmacies will not be Empire Plan network pharmacies. Effective June 1, 2005, the generic appeal process is available to SEHP enrollees.

Bargaining Units and the Unions Representing the Employee Bargaining Units

a. *Administrative Services Unit (ASU),* represented by the Civil Service Employees Association (CSEA), is comprised primarily of office support staff and administrative personnel*;*

b. *Institutional Services Unit (ISU),* represented by the Civil Service Employees Association (CSEA), is comprised primarily of employees who are responsible for providing therapeutic and custodial care such as mental health therapy aides, developmental aides, licensed practical nurses, etc.;

c. *Operational Services Unit (OSU),* represented by the Civil Service Employees Association (CSEA), is comprised of craft workers, maintenance and repair personnel, and machine operators;

d. *Division of Military and Naval Affairs (DMNA),* represented by the Civil Service Employees Association (CSEA), is comprised of civilian employees within the New York State Division of Military and Naval Affairs;

e. *Professional, Scientific and Technical Services Unit (PS&T),* represented by the Public Employees Federation (PEF), is comprised primarily of professional and technical personnel;

f. *Security Services Unit (SSU),* represented by New York State Correctional Officers and Police Benevolent Association (NYSCOPBA), is comprised of State security personnel (other than State Police) and institutional safety officers;

g. *Security Supervisors Unit (SSPU),* represented by Council 82, AFSCME, AFL-CIO, is comprised of supervisory security personnel;

h. *Agency Police Services Unit (APSU),* represented by The Police Benevolent Association of New York State, Inc., is comprised of certain personnel who police duites and responsibilities and are employed in the State University system, Office of Parks & Recreation & Historic Preservation, and Department of Environmental Conservation;

i. *State University Professional Services Negotiating Unit (PSNU),* represented by the United University Professions (UUP), is comprised of faculty and non-teaching professional staff within the State University system;

j. *State Police Troopers,* represented by the Police Benevolent Association (PBA) of the New York State Troopers, Inc., is comprised of troopers in the New York State Division of State Police who are responsible for road patrol and law enforcement;

k. *State Police Commissioned and Non-Commissioned Officers (Supervisors Unit),* represented by the Police Benevolent Association (PBA), is comprised of staff responsible for supervising troopers and investigators in the New York State Division of State Police;

l. *State Police Investigators (BCI),* represented by the New York State Police Investigators Association (PIA), is comprised of investigators and senior investigators in the New York State Division of State Police; and

m. *Rent Regulation Services Unit (RRSU),* represented by District Council 37 of AFSCME, AFL-CIO, is comprised of employees in the New York State Division of Housing and Community Renewal.

n. In addition, the following groups of employees are eligible to participate in the Empire Plan Prescription Drug Program:

1) *NYS Management/Confidential employees (M/C)*: Unrepresented Employees of the Executive Branch who serve in management positions and/or whose work is of a confidential nature. For purposes of this Request for Proposal this includes Legislative Employees and unrepresented Employees of the Office of the State Comptroller and Office of the Attorney General.

2) *Unified Court System (UCS):* Judges, Judicial Branch Employees, including represented and non-represented Judicial Employees of the Judiciary Branch of the NYS Unified Court System.

3) *Participating Employer (PE)*: Employees of public authorities, public benefit corporations, or other public agencies, subdivisions, or quasi-public organizations of the State which elects, with the approval of the President of the Civil Service Commission,to participate in the New York State Health Insurance Program.

4) *Participating Agencies (PA)*: Employees of any unit of local government such as school districts, special districts, and district or municipal corporations, which elects with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

5) *NY Retirees*: Retired employees of NYS, PEs or PAs eligible to continue coverage in NYSHIP; and

o. *Other* - The following groups are included in this category:

1) *Vestees*: Former employees of NYS or PEs who are eligible to continue coverage in NYSHIP after leaving employment and prior to retirement;

2) *Dependent Survivors*: Unmarried covered spouses and covered eligible dependent children who choose to continue coverage under NYSHIP after the death of the Enrollee;

3) *Preferred List Employees*: Former employees of NYS whose positions were abolished and who are eligible to remain covered by NYSHIP until reemployed, or up to one year, whichever occurs first; and

4) *NYS and PA COBRA Enrollees*: Enrollees and Dependents who have continued coverage under the Federal continuation of coverage law, under which former employees and their families may temporarily extend health care coverage at the same level of benefits they received as active employees enrolled in NYSHIP.

p. The following groups of employees are covered by the Empire Plan Prescription Drug Program through the Student Employee Health Plan (SEHP):

1) *State University Graduate Student Negotiating Unit (GSNU):* Represented by the Graduate Student Employees Union/Communication Workers of America (GSEU/CWA), is comprised of teaching assistants and graduate student assistants who are pursuing advanced degrees at State University campuses; and

2) *GSNU COBRA Enrollees*: Enrollees and Dependents who have continued coverage under the Federal continuation of coverage law under which former employees and their families may temporarily extend health care coverage at the same level of benefits they received as active employees enrolled in NYSHIP.

General Information Book & Empire Plan Certificate Amendments

For Employees of the State of New York
represented by **Civil Service Employees Association**
and for their enrolled Dependents
and for COBRA enrollees with their benefits

Keep these amendments with your August 1, 2001 *New York State Health Insurance Program General Information Book and Empire Plan Certificate.*
Pages in your Book/Certificate and later Certificate Amendments have consecutive numbers.

Empire Plan Certificate Amendments

UnitedHealthcare/Medco Prescription Drug Program

Certificate of Insurance 250

January 2009

State of New York Department of Civil Service
Employee Benefits Division
https://www.cs.state.ny.us

The policies and benefits described in this booklet are established by the State of New York through negotiations with State employee unions and administratively for non-represented groups. Policies and benefits may also be affected by federal and state legislation and court decisions. The Department of Civil Service, which administers the New York State Health Insurance Program (NYSHIP), makes policy decisions and interpretations of rules and laws affecting these provisions.

Where this document differs from your August 1, 2001 *NYSHIP General Information Book and Empire Plan Certificate* and later *Empire Plan Reports* and *Certificate Amendments*, this is the controlling document.

Substitute the following for the Empire BlueCross BlueShield Certificate of Insurance on pages 127-140 of your Empire Plan Certificate as amended in your January 2007 Amendments.

Certificate of Insurance

CERTIFICATE OF INSURANCE
for eligible enrollees of State of New York
(called the State)
insured by
UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK
Hauppauge, New York
(called UnitedHealthcare)

UnitedHealthcare Insurance Company of New York has issued Group Policy No. 712959-G. It insures certain eligible enrollees covered by The Empire Plan.

This Certificate of Insurance describes the benefits and provisions of the policy. This is a covered person's Certificate of Insurance only while that person is insured under the policy. Dependent benefits apply only to eligible dependents covered under an enrollee's family coverage if the eligible enrollee is insured under The Empire Plan for family coverage.

This Certificate describes the Plan in effect on the later of:

A. January 1, 2009 and

B. The date determined in accordance with the Regulations of the President of the Civil Service Commission

for Employees of the State of New York and their Dependents enrolled in The Empire Plan through Civil Service Employees Association (CSEA) and for COBRA enrollees with their benefits. It is void if issued to any other Employee.

This Certificate replaces any and all Certificates previously issued to eligible enrollees under the Plan.

UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK

Form No. 712959

UNITEDHEALTHCARE
CERTIFICATE OF INSURANCE
Empire Plan Prescription Drug Program
Section V
UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK
CERTIFICATE OF INSURANCE
Empire Plan Prescription Drug Program

UnitedHealthcare Insurance Company of New York (the "Insurer") insures and jointly administers The Empire Plan Prescription Drug Program (the "Program"). UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Solutions, Inc. (Medco).

Meaning of Terms Used

The following terms used in this Certificate with either upper or lower case initial letters shall have the following meanings.

A. **Brand-Name Drug** means a prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition.

B. **Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s)** means a drug with two or more ingredients (solid, semi-solid or liquid), where the primary active ingredient is an FDA approved covered drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluents(s), ratio's or amounts of product, therapeutic use, and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by this Program.

C. **Controlled Drug** means drugs designated by Federal Law or New York State law as a Class I, II, III, IV or V substance. A Controlled Drug includes but is not limited to: some tranquilizers; stimulants; and pain medications.

D. **Doctor** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.), who is legally licensed, without limitations, to practice medicine. For benefits provided under this certificate, and for no other purpose, Doctor also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M.), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

E. **Generic Drug** means a drug sold under its chemical name or sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug. The term Generic Drug shall include authorized generics marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug. Any drug approved through an

FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of biologic drugs shall be classified as a Generic Drug.

F. **Mail Service Pharmacy** means all facilities that are owned, operated or affiliated with Medco to fill enrollee prescriptions for all drugs covered by the Program through the mail service pharmacy process including Medco by Mail. Medco by Mail shall dispense drugs per the terms of this Certificate and in accordance with the laws, rules and regulations that govern pharmacy practice.

G. **Medically Necessary Drug** means any drug that, as determined by the Insurer, is:

1. Provided for the diagnosis or treatment of a medical condition;
2. Appropriate for the symptoms, diagnosis or treatment of a medical condition,
3. Within the standards of generally accepted health care practice; and
4. Not used for cosmetic purposes.

If your claim is denied for benefits for a drug or drugs on the basis that the drug is not medically necessary, benefits will be paid under The Empire Plan Prescription Drug Program if the drug is covered under your benefit plan design and:

- Another Empire Plan carrier has liability for some portion of the expense related to the administration of that drug being provided to you, has determined the medical necessity of a medical procedure or service provided related to the administration of that drug, and has paid benefits in accordance with Empire Plan provisions on your behalf for a medical procedure or service related to the administration of that drug; or
- Another Empire Plan carrier has liability for some portion of the expense related to the administration of that drug being provided to you, has determined the medical necessity of a medical procedure or service provided related to the administration of that drug, and has provided to you a written pre-authorization of benefits based on their determination of medical necessity, stating that The Empire Plan benefits will be available to you for a medical procedure or service related to the administration of that drug; and
- You provide to the Program proof of payment or pre-authorization of benefits from the other Empire Plan carrier based on their determination of medical necessity regarding the availability of Empire Plan benefits to you for a medical procedure or service related to the administration of that drug.

In addition, the above provisions do not apply if another Empire Plan carrier paid benefits in error or if the expenses are specifically excluded elsewhere in this Certificate.

H. **Network Pharmacy** means a Pharmacy, other than a Mail Service Pharmacy, that has entered into a contract with Medco as an independent contractor to dispense drugs per the terms of the contract. It must regularly dispense drugs described in the *"What is Covered"* section.

I. **No-Fault Motor Vehicle Plan** means a motor vehicle plan that is required by law. It provides medical or dental care payments that are made, in whole or in part, without regard to fault. A person subject to such law who has not complied with the law will be deemed to have received the benefits required by the law.

J. **Non-Network Pharmacy** means any Pharmacy, other than a Mail Service Pharmacy, that has not entered into a contract with Medco to dispense drugs. The Enrollee must file a claim form with the Insurer in order to receive reimbursement for covered drugs received from a Non-Network Pharmacy.

K. **Non-Preferred Brand-Name Drug** means a Brand-Name Drug that has not been placed on The Empire Plan Preferred Drug List by the Insurer.

L. **Pharmacist** means a person who is legally licensed to practice the profession of pharmacy. He or she must regularly practice such profession in a pharmacy.

M. **Pharmacy** means an establishment that is registered as a pharmacy with the appropriate state licensing agency or is a Veterans' Affairs medical center or hospital pharmacy, and regularly dispenses medications that require a Prescription from a Doctor. Drugs described in the section *"What Is Covered"* must be regularly dispensed from the Pharmacy by a Pharmacist.

N. **Preferred Brand-Name Drug** means a Brand-Name Drug that has been placed on The Empire Plan Preferred Drug List by the Insurer.

O. **Preferred Drug List** means a listing of the most commonly prescribed Generic and Preferred Brand-Name Drugs covered under the Program. These medications are safe and effective alternatives to higher cost Non-Preferred Brand-Name Drugs.

P. **Prescription** means the written or oral request for drugs issued by a Doctor duly licensed to make such a request in the ordinary course of his or her professional practice. This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.

Q. **Program** means The Empire Plan Prescription Drug Program described in this Certificate.

R. **Workers' Compensation Law** means a law that requires employees to be covered, at the expense of the employer, for benefits in case they are disabled because of accident or sickness or billed due to a cause connected with their employment.

S. **You, your,** or **yours** refers to you, the eligible enrollee to whom this Certificate is issued. It also refers to your eligible enrolled dependents who are covered under this Program. For information on eligibility, refer to your *New York State Health Insurance Program General Information Book*.

The information below explains your benefits and responsibilities in detail.

Your Benefits and Responsibilities

Copayments

Copayments for covered drugs are based on the drug, the days' supply and whether the Prescription is filled at a Network Pharmacy or a Mail Service Pharmacy.

When you fill your Prescription for a covered drug for up to a **30-day supply at a Network Pharmacy or through a Mail Service Pharmacy,** your copayment is:

- **$5** for a **Generic** Drug or a Level 1 Drug
- **$15** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$40** for a **Non-Preferred Brand-Name** Drug, or a Level 3 Drug

When you fill your Prescription for a **31- to 90-day supply at a Network Pharmacy**, your copayment is:

- **$10** for a **Generic** Drug or a Level 1 Drug
- **$30** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$70** for a **Non-Preferred Brand-Name** Drug or a Level 3 Drug

When you fill your Prescription for a **31- to 90-day supply through the Mail Service Pharmacy**, your copayment is:

- **$5** for a **Generic** Drug or a Level 1 Drug
- **$20** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$65** for a **Non-Preferred Brand-Name** Drug or a Level 3 Drug

One copayment covers up to a 90-day supply. Refills are valid for up to one year from the date the Prescription is written.

If the full cost of the drug is less than your copayment, your cost is the lesser amount.

Supply and Coverage Limits

Certain drugs may be subject to quanity level limits based on clinical and safety factors related to the dispensing of the medication. Additional clinical quantity level limits are based on criteria developed by the Insurer. Days supply for Controlled Drugs are in accordance with Federal and State mandates.

Erectile dysfunction drugs are limited to a specific quantity per day supply; 6 units for a 30-day supply and 7-18 units for a 31- to 90-day supply.

Mandatory Generic Substitution

When your Prescription is written Dispense As Written (DAW) for a Brand-Name Drug that has a generic equivalent, you pay the Non-Preferred Brand-Name copayment plus the difference in cost between the Brand-Name and the Generic Drug, not to exceed the full retail cost of the drug. When your Prescription is not written DAW, in most cases, the generic equivalent is substituted for the Brand-Name Drug and you pay the Generic Drug copayment.

The following Brand-Name Drugs are excluded from mandatory generic substitution: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid and Tegretol. For these drugs, you pay only the applicable copayment, which in most cases will be the Non-Preferred Brand-Name copayment.

If your Doctor believes it is Medically Necessary for you or your family member to have a Brand-Name Drug (that has a generic equivalent), you may appeal the mandatory generic substitution requirement. To begin the appeal process, your Doctor should call toll free 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program.

Act promptly. If your appeal is approved, upon request, the Insurer will adjust claims processed by a pharmacy only within the last 30 days prior to the date the Insurer received all information needed to decide the appeal. You are responsible for requesting a claims adjustment after your claim has been approved.

If your appeal is granted and you fill your prescription for a Brand-Name Drug at a Network Pharmacy or through a Mail Service Pharmacy, you pay the Non-Preferred copayment. If your appeal is denied, you can make a second appeal to the Insurer.

Prior authorization required for certain drugs

You must have prior authorization to receive Empire Plan Prescription Drug Program benefits for certain medications. If your Doctor prescribes one of these drugs, the Insurer will request from your Doctor the clinical information required to authorize coverage of the medication. Your Pharmacy or Doctor may contact the Insurer to begin the authorization process. The Insurer and/or pharmacy will notify you of the results of the review. The prior authorization requirements apply whether you use your Empire Plan Benefit Card or will be filing a claim for direct reimbursement. The following is a list of drugs (including generic equivalents) that require prior authorization:

- Amevive
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Enbrel
- Epogen/Procrit
- Flolan
- Forteo
- Growth Hormones
- Humira
- Immune Globulins
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Letairis
- Myobloc
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Roferon-A
- Synagis
- Tracleer
- Tysabri
- Ventavis
- Weight Loss Drugs
- Xolair

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. Compound Drugs that have a claim cost to the Program that exceeds $100 will require Prior Authorization under this Program. This list of drugs is subject to change. For the most current list of drugs requiring prior authorization, call The Empire Plan Prescription Drug Program at the number below or go to the New York State Department of Civil Service web site at https://www.cs.state.ny.us. For more information about drugs requiring prior authorization and how to obtain it, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program.

If the prior authorization review results in authorization for payment, you will receive Empire Plan Prescription Drug Program benefits for the drug. If the payment is not authorized, no Empire Plan Prescription Drug Program benefits will be paid for the drug.

An appeal process allows you or your Doctor to ask for further review if authorization is not granted. You may call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program for information on how to initiate an appeal.

What is Covered

You are covered for the following prescription drugs or medicines when they are covered under this Program's benefit plan design, Medically Necessary and dispensed by a Pharmacy:

A. FDA approved drugs that must bear the legend: RX Only.

B. State Restricted Drugs. Drugs or medicines that can be dispensed in accordance with New York State Law (or by the laws of the state or jurisdiction in which the Prescription is filled) by Prescription only

C. Compound Drug(s)/Medication(s)

D. Injectable insulin

E. Oral, injectable or surgically implanted contraceptives that bear the legend RX Only, diaphragms and contraceptive devices

F. Vitamins, which are FDA approved prescription drugs and bear the legend RX Only.

G. Covered prescription drugs dispensed by on-premises pharmacies to patients in a Skilled Nursing Facility; rest home; sanitarium; extended care facility; convalescent hospital; or similar facility. Such on-premises pharmacies are considered Non-Network Pharmacies and require submission of a claim form for reimbursement.

H. Claims for drugs dispensed outside of the U.S. that have an available U.S. FDA approved equivalent.

Please refer to the section *"Exclusions and Limitations"* below for conditions under which benefits for the above are not available.

Exclusions and Limitations

Charges for the following items are **not** covered expenses:

A. Drugs obtained with no prescription order, including over-the-counter products except insulin

B. Drugs taken or given at the time and place of the prescription order and billed by the Doctor

C. Drugs provided or required by any governmental program or statute (other than Medicaid) unless there is a legal obligation to pay

D. Drugs for which there is no charge or legal obligation to pay in the absence of insurance

E. Drugs administered to you by the facility while a patient in a licensed hospital

   This limit applies only if the hospital in which you are a patient operates on its premises, or allows to be operated on its premises, a facility that dispenses pharmaceuticals; and dispenses such drugs administered to you by the hospital.

F. Any drug refill that is more than the number approved by the Doctor

G. Contraceptive jellies, ointments and foams or devices not requiring a Doctor's order, prescribed for any reason

H. Contraceptive Intrauterine Devices (I.U.D.) that do not contain any FDA approved hormone prescription drug products

I. Therapeutic devices or appliances (e.g., hypodermic needles, syringes, support garments or other non-medicinal substances), regardless of their intended use

J. The administration of any drug or injectable insulin

K. Any drug refill that is dispensed more than one year after the original date of the prescription order

L. Any drug labeled "Caution: Limited by Federal Law to Investigational Use," or experimental drugs except for drugs used for the treatment of cancer as specified in Section 3221(1)12 of New York State Insurance Law as may be amended from time to time: Prescribed drugs approved by the U.S. Food and Drug Administration for the treatment of certain types of cancer shall not be excluded when the drug has been prescribed for another type of cancer. However, coverage shall not be provided for experimental or investigational drugs or any drug that the U.S. Food and Drug Administration has determined to be contraindicated for treatment of the specific type of cancer for which the drug has been prescribed.

   Experimental or investigational drugs shall also be covered when approved by an External Appeal Agent in accordance with an external appeal. For external appeal provisions, see *"Your right to an External Appeal"* under Miscellaneous Provisions. If the External Appeal Agent approves coverage of an experimental or investigational drug that is part of a clinical trial, only the costs of the drug will be covered. Coverage will not be provided for the costs of experimental or investigational drugs or devices, the costs of non-health care services, the costs of managing research or costs not otherwise covered by The Empire Plan for non-experimental or non-investigational drugs provided in connection with such clinical trial.

M. Immunizing agents, biological sera, blood or blood plasma, except immune globulin

N. Any drug that a Doctor or other health professional is not authorized by his or her license to prescribe

O. Drugs for an injury or sickness related to employment for which benefits are provided by any State or Federal workers' compensation, employers' liability or occupational disease law or under Medicare or other governmental program, except Medicaid

P. Drugs purchased prior to the start of coverage or after coverage ends

However if the person is totally disabled on the date this insurance ends, see *"Benefits after termination of coverage"*.

Q. Any drug prescribed and/or dispensed in violation of State or Federal law

R. Drugs furnished solely for the purpose of improving appearance rather than physical function or control of organic disease, which include but are not limited to:

1. Non-amphetamine anorexiants, except for morbid obesity
2. Amphetamines that are prescribed for weight loss, except for morbid obesity
3. Products used to promote hair growth
4. Products (ex. Retinoic Acid) used for prevention of skin wrinkling

S. Coverage for drugs where the amount dispensed exceeds the supply limit

T. Coverage for drugs as a replacement for a previously dispensed drug

U. Products for which the primary use is nutrition

V. Any non-medically necessary drugs

W. Claims for drugs dispensed outside the US that have no available US FDA approved equivalent

IMPORTANT: See your *NYSHIP General Information Book and Empire Plan Certificate* for other conditions that may affect this coverage. See especially the Home Care Advocacy Program (HCAP) section of your UnitedHealthcare Certificate for coverage for prescription drugs billed by a home care agency.

How to Use Your Empire Plan Prescription Drug Program

When your Doctor prescribes a Medically Necessary Drug covered under The Empire Plan, you can fill the prescription for a supply of up to 90 days and refills for up to one year in one of three ways: at a Network Pharmacy, at a Non-Network Pharmacy or through a Mail Service Pharmacy.

Network Pharmacies

You can use your Empire Plan Benefit Card for covered prescription drugs at Empire Plan Network Pharmacies. Be sure your Pharmacist knows that you and your family have Empire Plan Prescription Drug Program coverage.

To find a Network Pharmacy, check with your Pharmacist or call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program or go to the web site at https://www.cs.state.ny.us.

Many retail pharmacies in New York State participate in this Program. Many out-of-State pharmacies participate, as well. All Empire Plan Network Pharmacies can fill Prescriptions for supplies of up to 90 days. Refills of covered drugs are provided for up to a year from the date the Prescription is written. Only one copayment applies for up to a 90-day supply.

Non-Network Pharmacies

You can use a Non-Network Pharmacy or pay the full amount for your Prescription at a Network Pharmacy (instead of using your Empire Plan Benefit Card) and fill out a claim for reimbursement.

In almost all cases, you will not be reimbursed the total amount you paid for the Prescription and your out-of-pocket expense may exceed the usual

copayment amount. To reduce your out-of-pocket expenses, use your Empire Plan Benefit Card whenever possible.

Out-of-pocket expenses: When you use a Non-Network Pharmacy or pay the full amount for your Prescription at a Network Pharmacy, you are responsible for the difference between the amount charged and the amount you are reimbursed under this Program.

For claim forms, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program or download one from the web site at https://www.cs.state.ny.us.

Mail the completed form with your bills or receipts to:

Medco Health Solutions
P.O. Box 14711
Lexington, KY 40512

Several factors affect the amount of your reimbursement. If your Prescription was filled with:

- A Generic Drug, a Brand-Name Drug with no generic equivalent or insulin, you will be reimbursed up to the amount this Program would reimburse a Network Pharmacy for that Prescription as calculated using the Program's standard reimbursement rate for Network Pharmacies less the applicable copayment.
- A Brand-Name Drug with a generic equivalent (other than drugs excluded from mandatory generic substitution), you will be reimbursed up to the amount this Program would reimburse a Network Pharmacy for filling the Prescription with that drug's generic equivalent as calculated using the Program's standard reimbursement rates for Network Pharmacies less the applicable copayment, which in most cases will be the Non-Preferred copayment.

Deadline for filing claims

Claims must be submitted within 90 days after the end of the calendar year in which the prescription drugs were purchased, or 90 days after another plan processes your claim, whichever is later, unless it was not reasonably possible for you to meet this deadline (for example, due to your illness).

Mail Service Pharmacy

All drugs covered by the Program can be ordered through a Mail Service Pharmacy.

You can order and receive up to a 90-day supply of your Prescriptions, shipped by first class mail or private carrier. You can pay your copayment(s) and other costs by credit card, check or money order. To request mail service envelopes, refills or to speak to a Pharmacist about your mail service Prescription, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program, 24 hours a day, seven days a week.

The Mail Service Pharmacy address is:

Medco by Mail
P.O. Box 6500
Cincinnati, OH 45201-6500

Using the Preferred Drug List

One way you can help control the rapidly increasing cost of prescription drugs is to encourage your Doctor(s) to prescribe and Pharmacist to dispense Generic and Preferred Brand-Name Drugs. (The Empire Plan Preferred Drug List is available at https://www.cs.state.ny.us.)

This list provides the most commonly prescribed Generic and Preferred Brand-Name Drugs included on The Empire Plan Preferred Drug List. These medications are safe and effective alternatives to higher cost drugs. Using Prescription drugs that appear on this list will save you money. Using Generics will save you even more.

The Insurer will provide the Preferred Drug List to you and to Empire Plan participating Doctors. Doctors are encouraged - but not required - to use this list.

Help control the rising cost of the prescription drug program by asking your Doctor to prescribe a drug on the Preferred Drug List that is appropriate for you.

Half Tablet/Pill Splitting Program

The Half Tablet Program provides an opportunity for you to reduce your prescription medication copayments for certain eligible medications by using double strength tablets and splitting them in half.

This program is voluntary.

To participate in the Half Tablet Program, ask your Doctor to write a new Prescription for an eligible medication for twice the dosage and half the quantity, with directions to take half the tablet at the regularly scheduled time. When the Prescription is filled at either a Network pharmacy or through a Mail Service Pharmacy, the copayment is automatically cut in half. For an updated list of the medications eligible for the Half Tablet Program go to https://www.cs.state.ny.us and select Benefits Programs in the left-hand navigation on the home page. Follow the prompts to NYSHIP Online, then choose Find a Provider. Scroll to the Medco links and click Empire Plan Half Tablet Program.

Contact The Empire Plan Prescription Drug Program

For questions about your Empire Plan Prescription Drug Program, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program. The Teletypewriter (TTY) number for callers with a hearing or speech disability is 1-800-759-1089.

Call 24 hours a day, 7 days a week if you need to:

- Verify your eligibility
- Find out if your claims have been paid
- Locate an Empire Plan Network Pharmacy
- Order refills from a Mail Service Pharmacy or check order status
- Talk to a customer service representative
- Request prior authorization or a generic appeal
- Talk to a Pharmacist

Go to https://www.cs.state.ny.us, select Benefit Programs and follow the prompts to NYSHIP Online. Then choose Find a Provider. Scroll to the Medco links if you need to:

- Locate an Empire Plan Network Pharmacy
- Order refills online from Medco by Mail or check order status
- Download a Medco by Mail order form
- View the list of drugs subject to prior authorization or eligible for the Half Tablet Program
- View the 2009 Preferred Drug List.

Coordination of Benefits

A. **Coordination of Benefits** means that the benefits provided for you under The Empire Plan Prescription Drug Program are coordinated with the benefits provided for you under another group plan. The purpose of Coordination of Benefits is to avoid duplicate benefit payments so that the total payment under The Empire Plan and under another plan is not more than the total allowable charge for a service covered under both group plans.

If a covered drug is submitted under the Program, the Program will reimburse the enrollee the submitted balance or the amount that would have been paid as a network benefit under The Empire Plan, whichever is lower. In addition, if you or any of your dependent(s) is covered under two separate Empire Plan policies, you may submit Empire Plan copayments for reimbursement under your secondary Empire Plan coverage using a paper claim form.

B. **Definitions**

1. **Plan** means a plan that provides benefits or services for or by reason of medical or dental care and that is:
   a. A group insurance plan; or
   b. A blanket plan, except for blanket school accident coverages or such coverages issued to a substantially similar group where the policyholder pays the premium; or
   c. A self-insured or non-insured plan; or
   d. Any other plan arranged through any employee, trustee, union, employer organization or employee benefit organization; or
   e. A group service plan; or
   f. A group prepayment plan; or
   g. Any other plan that covers people as a group; or
   h. A governmental program or coverage required or provided by any law except Medicaid or a law or plan when, by law, its benefits are excess to those of any private insurance plan or other non-governmental plan.
2. **Order of Benefit Determination** means the procedure used to decide which plan will determine its benefits before any other plan. Each policy, contract or other arrangement for benefits or services will be treated as a separate plan. Each part of The Empire Plan that reserves the right to take the benefits or services of other plans into account to determine its benefits will be treated separately from those parts that do not.

C. When coordination of benefits applies and The Empire Plan is secondary, payment under The Empire Plan will be reduced so that the total of all payments or benefits payable under The Empire Plan and under another plan is not more than the total allowable charge for the service you receive.

D. Payments under The Empire Plan will not be reduced on account of benefits payable under another plan if the other plan has a Coordination of Benefits or similar provision with the same order of benefit determination as stated in Item E. and under that order of benefit determination, the benefits under The Empire Plan are to be determined before the benefits under the other plan.

E. When more than one plan covers the person making the claim, the order of benefit payment is determined using the first of the following rules that applies:

1. The benefits of the plan that covers the person as an enrollee are determined before those of other plans that cover that person as a dependent;

2. When this Plan and another plan cover the same child as a dependent of different persons called "parents" and the parents are **not** divorced or separated (For coverage of a dependent of parents who are divorced or separated, see paragraph 3. below)
   a. The benefits of the plan of the parent whose birthday falls earlier in the year are determined before those of the plan of the parent whose birthday falls later in the year but:
   b. If both parents have the same birthday, the benefits of the plan that has covered one parent for a longer period of time are determined before those of the plan that has covered the other parent for the shorter period of time;
   c. If the other plan does not have the rule described in subparagraphs a. and b. above, but instead has a rule based on gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits; and
   d. The word birthday refers only to month and day in a calendar year, not the year in which the person was born.
3. If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
   a. First, the plan of the parent with custody of the child;
   b. Then, the plan of the spouse of the parent with custody of the child;
   c. Finally, the plan of the parent not having custody of the child; and
   d. If the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply to any benefits paid or provided before the entity had such knowledge.
4. The benefits of a plan that covers a person as an employee or as the dependent of an employee who is neither laid-off nor retired are determined before those of a plan that covers that person as a laid-off or retired employee or as the dependent of such an employee. If the other plan does not have this rule and if as a result the plans do not agree on the order of benefits, this Rule 4. is ignored.
5. If none of the rules in 1. through 4. above determined the order of benefits, the plan that has covered the person for the longest period of time determines its benefits first.

F. For the purpose of applying this provision, if both spouses/domestic partners are covered as employees under The Empire Plan, each spouse/domestic partner will be considered as covered under separate plans.

G. Any information about covered expenses and benefits that is needed to apply this provision may be given or received without the consent of or notice to any person, except as required by Article 25 of the General Business Law.

H. If an overpayment is made under The Empire Plan before it is learned that you also had other coverage, there is a right to recover the overpayment. You will have to refund the amount by which the benefits paid on your behalf should have been reduced. In most cases, this will be the amount that was received from the other plan.

I. If payments that should have been made under The Empire Plan have been made under other plans, the party that made the other payments will have the right to receive any amounts that are considered proper under this provision.

Medicare Prescription Drug Coverage

If you or a covered dependent is eligible for Medicare-primary coverage and have enrolled in a Medicare Part D prescription drug plan, read the following information about how to use your Empire Plan benefits for secondary coverage.

A Medicare-primary Empire Plan enrollee or dependent enrolled in a Medicare Part D drug plan must use his or her Medicare Part D prescription drug program first. Any amounts not covered by your Medicare Part D plan, such as deductibles, copayments and charges for non-covered drugs, can be submitted to The Empire Plan for consideration using The Empire Plan Prescription Drug Program claim form specifically labeled Medicare Part D Secondary Claim Form. This claim form is available on the New York State Department of Civil Service web site, https://www.cs.state.ny.us. The form is also available by calling The Empire Plan Prescription Drug Program at 1-877-7-NYSHIP (1-877-769-7447). When you call, be sure to ask for the Medicare Part D claim form.

At Network Pharmacies: Any claim submitted to The Empire Plan Prescription Drug Program by a Network Pharmacy will be rejected and the Pharmacist will be advised that you have alternate insurance, which is your Medicare Part D drug plan. You are responsible for providing the Pharmacist with the necessary Medicare Part D plan information to submit the claim. Then, you must follow the instructions described above to submit a paper claim to The Empire Plan Prescription Drug Program for any additional reimbursement to which you may be entitled.

At Mail Service Pharmacies: Any prescription sent to a Mail Service Pharmacy for a Medicare-primary Empire Plan enrollee or dependent who is also enrolled in a Medicare Part D drug plan will be rejected and returned. You must use your Medicare Part D drug plan first and then follow the instructions described above to submit a paper claim to The Empire Plan Prescription Drug Program for any additional reimbursement to which you may be entitled.

IMPORTANT: If you or a covered dependent is eligible for Medicare-primary coverage and have enrolled in a Medicare Part D prescription drug plan, you must submit your out-of-pocket expenses to The Empire Plan Prescription Drug Program using The Empire Plan Prescription Drug Program Medicare Part D Secondary Claim Form only. Your claim will be processed in accordance with the coordination of benefits provisions of The Empire Plan Prescription Drug Program. If you use the standard Empire Plan Prescription Drug Program claim form, your claim will be rejected and you will have to resubmit it using the Medicare Part D Secondary Claim Form.

Miscellaneous Provisions

Termination of coverage

A. Coverage will end when you are no longer eligible to participate in this Program. Refer to the eligibility section of your *NYSHIP General Information Book*.

   Under certain conditions, you may be eligible to continue coverage under The Empire Plan temporarily after eligibility ends. Refer to the COBRA section of your *NYSHIP General Information Book*.

B. If this Program ends, your Program coverage will end.

C. Coverage of a dependent will end on the date that dependent ceases to be a dependent as defined in your *NYSHIP General Information Book*.

   Under certain conditions, dependent(s) of employees or former employees may be eligible to continue coverage under The Empire Plan temporarily after eligibility ends. Refer to the COBRA section of your *NYSHIP General Information Book*.

D. If a payment that is required from you toward the cost of The Empire Plan coverage is not made, the coverage will end on the last day of the period for which a payment was made.

E. If coverage ends, any claim incurred before your coverage ends for any reason will not be affected; also, see *"Benefits after termination of coverage"* below.

Benefits after termination of coverage

You may be Totally Disabled on the date coverage ends on your account. If so, benefits will be provided on the same basis as if coverage had continued with no change until the day you are no longer Totally Disabled or for three months after the date your coverage ended, whichever is earlier.

Totally Disabled means that because of a sickness or injury you, the enrollee, cannot do your job, or any other work for which you might be trained, or your dependent cannot do his or her usual duties.

Request for repayment of benefits

The Insurer will seek reimbursement from you for any money paid on behalf of you or your dependents for expenses incurred after loss of eligibility for benefits for any reason. Use of The Empire Plan Benefit Card after eligibility ends constitutes fraud.

Audits/prescription benefit records

From time to time, the Insurer may ask you to verify receipt of particular drugs from Network Pharmacies or from a Mail Service Pharmacy. These requests are part of the auditing process. Your cooperation may be helpful in identifying fraudulent practices or unnecessary charges to your plan. All such personal information will remain confidential.

Legal action

Lawsuits to obtain benefits may not be started less than 60 days or more than two years following the date you receive written notice that benefits have been denied.

Appeals

Claims appeal: 60-day deadline

In the event a claim has been denied, as not medically necessary or as a result of investigational or experimental use of a covered prescription drug, you can request a review of your claim. This request for review should be sent to the Claims Review Unit at the following address within 60 days after you receive notice of denial of the claim. When requesting a review, please state the reason you believe the claim was improperly denied and submit any data questions or comments you deem appropriate.

To request a review of your claim, write to:

The Empire Plan Prescription Drug Program
UnitedHealthcare
P.O Box 5900
Kingston, NY 12402-5900

If you are unable to resolve a problem with an Empire Plan carrier, you may contact the Consumer Services Bureau of the New York State Insurance Department at: New York State Department of Insurance, One Commerce Plaza, Albany, NY 12257. Phone: 1-800-342-3736, Monday - Friday, 9 a.m. – 5 p.m.

Your right to an External Appeal

Under certain circumstances, you have a right to an external appeal of a denial of coverage. Specifically, if the Insurer has denied coverage on the basis that a prescription drug is not medically necessary or is an experimental or investigational drug, you or your representative may appeal for review of that

decision by an External Appeal Agent, an independent entity certified by the New York State Department of Insurance to conduct such appeals.

Your right to appeal a determination that a drug is not medically necessary

If you have been denied coverage on the basis that the prescription drug is not medically necessary, you may appeal for review by an External Appeal Agent if you satisfy the following two criteria:

A. The prescription drug must otherwise be covered under The Empire Plan Prescription Drug Program; and

B. You must have received a final adverse determination through the internal appeal process described above and the Insurer must have upheld the denial or you and the Insurer must agree in writing to waive any internal appeal.

Your rights to appeal a determination that a service is experimental or investigational

If you have been denied coverage on the basis that the drug is experimental or investigational, you must satisfy the following two criteria:

A. The prescription drug must otherwise be covered under The Empire Plan Prescription Drug Program; and

B. You must have received a final adverse determination through the internal appeal process described above and the Insurer must have upheld the denial or you and the Insurer must agree in writing to waive any internal appeal.

In addition, your attending Doctor must certify that you have a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one that, according to the current diagnosis of your attending Doctor, has a high probability of death. A "disabling condition or disease" is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than 12 months, which renders you unable to engage in any substantial gainful activities. In the case of a child under the age of eighteen, a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity.

Your attending Doctor must also certify that your life-threatening or disabling condition or disease is one for which standard drugs are ineffective or medically inappropriate **or** one for which there does not exist a more beneficial standard drug or procedure covered by the Program.

In addition, your attending Doctor must have recommended a drug that two documents from available medical and scientific evidence indicate is likely to be more beneficial to you than any standard covered drug. (Only certain documents will be considered in support of this recommendation. Your attending Doctor should contact the New York State Department of Insurance in order to obtain current information as to what documents will be considered acceptable.)

For the purposes of this section, your attending Doctor must be a licensed, board-certified or board-eligible physician qualified to practice in the area appropriate to treat your life-threatening or disabling condition or disease.

The External Appeal process

If, through the internal appeal process described above, you have received a final adverse determination upholding a denial of coverage on the basis that the prescription drug is not medically necessary or is an experimental or investigational drug, you have 45 days from receipt of such notice to file a written request for an external appeal. If you and the Insurer have agreed in writing to waive any internal appeal, you have 45 days from receipt of such waiver to file a written request for an external appeal. The Insurer will provide an external appeal application with the final adverse determination issued through the Insurer's internal appeal process described above or its written waiver of an

internal appeal. You may also request an external appeal application from the New York State Department of Insurance at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If you satisfy the criteria for an external appeal, the Insurance Department will forward the request to a certified External Appeal Agent.

You will have an opportunity to submit additional documentation with your request. If the External Appeal Agent determines that the information you submit represents a material change from the information on which the Insurer based its denial, the External Appeal Agent will share this information with the Insurer in order for it to exercise its right to reconsider its decision. If the Insurer chooses to exercise this right, the Insurer will have three business days to amend or confirm its decision. Please note that in the case of an expedited appeal (described below), the Insurer does not have a right to reconsider its decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of your completed application. The External Appeal Agent may request additional information from you, your Doctor or the Insurer. If the External Appeal Agent requests additional information, it will have five additional business days to make its decision. The External Appeal Agent must notify you in writing of its decision within two business days.

If your attending Doctor certifies that a delay in providing the prescription drug that has been denied poses an imminent or serious threat to your health, you may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within three days of receipt of your completed application. Immediately after reaching a decision, the External Appeal Agent must try to notify you and the Insurer by telephone or facsimile of that decision. The External Appeal Agent must also notify you in writing of its decision. If the External Appeal Agent overturns the Insurer's decision that a service is not medically necessary or approves coverage of an experimental or investigational drug, the Insurer will provide coverage subject to the other terms and conditions of the Program.

The External Appeal Agent's decision is binding on both you and the Insurer. The External Appeal Agent's decision is admissible in any court proceeding.

The Insurer will charge you a fee of $50 for an external appeal. The external appeal application will instruct you on the manner in which you must submit the fee. The Insurer will also waive the fee if it is determined that paying the fee would pose a hardship to you. If the External Appeal Agent overturns the denial of coverage, the fee shall be refunded to you.

Your responsibilities in filing an External Appeal

It is **YOUR RESPONSIBILITY** to initiate the external appeal process. You may initiate the external appeal process by filing a completed application with the New York State Department of Insurance. If the requested service has already been provided to you, your Doctor may file an external appeal application on your behalf, but only if you have consented to this in writing.

45-day deadline

Under New York State law, your completed request for appeal must be filed within 45 days of either the date upon which you receive written notification from the Insurer that it has upheld a denial of coverage or the date upon which you receive a written waiver of any internal appeal. The Insurer has no authority to grant an extension of this deadline.

More About Your Empire Plan Prescription Drug Program

Drug Utilization Review (DUR)

Prescription drugs can work wonders in curing ailments and keeping you healthy — often at a cost much lower than surgery or other procedures. But they can also cause serious harm when taken in the wrong dosage or in a harmful combination with another drug.

DUR identifies possible problems

Your Empire Plan Prescription Drug Program includes a Drug Utilization Review (DUR) program to check for possible inappropriate drug consumption, medical conflicts or dangerous medication interactions.

The DUR process

This review process generally asks:

- Is the Prescription written for the recommended daily dose?
- Is the patient already taking another drug that might conflict with the newly prescribed drug?
- Does the patient's prescription drug record indicate a medical condition that might be made worse by this drug?
- Has the age of the patient been taken into account in prescribing this medication?
- Is the patient taking a quantity of medication that is consistent with the Doctor's directions on the prescription?

When you use your card

When you use your Empire Plan Benefit Card at a Network Pharmacy or a Mail Service Pharmacy and the Pharmacist enters the information into the computer, the computer system will review your recent Empire Plan Prescription Drug Program medication history. If a possible problem is found, a warning message will be flashed to your Pharmacist.

The Pharmacist may talk with you and your Doctor. Once any issues are resolved, the appropriate medication can be dispensed.

Safety

In addition, a "behind the scenes" safety review is conducted to identify any potential drug therapy related problems. If a potential problem is detected, the information is reviewed by a clinical Pharmacist, who notifies your Doctor of the possible risks. If two prescribing Doctors are involved, both will be notified of the potential problem.

If, as a result of DUR, it is determined that a member may be using prescription medications in a harmful or abusive manner or with harmful frequency, the Plan reserves the right to limit an enrollee to the use of a single network pharmacy plus the Mail Service Pharmacy.

This process helps your Doctor make more informed decisions about your prescription drugs.

Refill Too Soon

A key component of the DUR safety process implemented for this Program is the application of the "refill too soon" (RTS) edit for all claims submitted under the Program. The RTS program ensures that The Empire Plan Prescription Drug Program provides safety and utilization review across all supply chains; Network Pharmacy claims, Mail Service Pharmacy claims and Non-Network Pharmacy claims processed for an individual enrollee. Upon processing of an incoming claim, the previous 180 days of an enrollee's prescription drug claim history is reviewed by the systematic RTS criteria. The RTS edit will cause the claim to reject if the enrollee has consumed (based on days supply) less than

75 percent of their medication on a cumulative basis over the past 180 days. When a claim is rejected, the Pharmacist is sent a message indicating the next refill date for the enrollee. The RTS will also take into account the cumulative days supply on hand.

Confidential Service

Confidentiality is key. You can be assured that these reviews are confidential and that pertinent information is shared only with your Pharmacist and Doctor or as permitted or required by law.

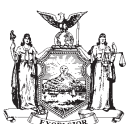
Education is the Right Prescription

For patients

It's important that you understand the drugs being prescribed for you – what they will do and how they should be taken. To help you with that understanding, The Empire Plan Prescription Drug Program has a patient education program.

For doctors

To help your Doctor keep up to date on the most current information on prescription drugs, The Empire Plan has a doctor education program.

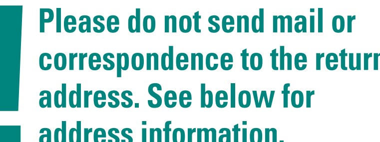


State of New York
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, New York 12301-1068
https://www.cs.state.ny.us

Important. Prescription Drug Certificate Amendment For the Enrollee, Enrolled Spouse/Domestic Partner and Other Enrolled Dependents

CSEA Book/Certificate Amendment - January 2009

CHANGE SERVICE REQUESTED



It is the policy of the State of New York Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service Web site (https://www.cs.state.ny.us). Click on Employee Benefits for timely information that meets universal accessibility standards adopted by New York State for NYS Agency Web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA enrollees may call the Employee Benefits Division at (518) 457-5754 (Albany area) or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands.)

NY0819 *GIB-EMPIRE PLAN/CSEA/09-2*

This *Empire Plan Certificate Amendment* is published by the Employee Benefits Division of the State of New York Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits through The Empire Plan.

NYSHIP
New York State Health Insurance Program

State of New York
Department of Civil Service
Employee Benefits Division
Albany, New York 12239
518-457-5754 (Albany area)
1-800-833-4344
(U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.state.ny.us

SAVE THIS AMENDMENT

IMPORTANT INFORMATION ABOUT THE NEW YORK STATE HEALTH INSURANCE PROGRAM

This Amendment is for employees represented by Civil Service Employees Association and enrolled in The Empire Plan.

Benefit changes that are mailed to you are also posted on our web site, https://www.cs.state.ny.us. Click on Benefit Programs, then NYSHIP Online. Choose your group, if prompted, and click on Using Your Benefits. Select the Publications link.

General Information Book & Empire Plan Certificate Amendments

For Employees of the State of New York
represented by **Public Employees Federation (PEF)**
and for their enrolled Dependents
and for COBRA enrollees with their benefits

Keep these amendments with your June 1, 2002 *New York State Health Insurance Program General Information Book and Empire Plan Certificate.*
Pages in your Book/Certificate and later Certificate Amendments have consecutive numbers.

Empire Plan Certificate Amendments

UnitedHealthcare/Medco Prescription Drug Program

Certificate of Insurance 249

January 2009
State of New York Department of Civil Service
Employee Benefits Division
https://www.cs.state.ny.us

The policies and benefits described in this booklet are established by the State of New York through negotiations with State employee unions and administratively for non-represented groups. Policies and benefits may also be affected by federal and state legislation and court decisions. The Department of Civil Service, which administers the New York State Health Insurance Program (NYSHIP), makes policy decisions and interpretations of rules and laws affecting these provisions.

Where this document differs from your June 1, 2002 *NYSHIP General Information Book and Empire Plan Certificate* and later *Empire Plan Reports* and *Certificate Amendments*, this is the controlling document.

Substitute the following for the Empire BlueCross BlueShield Certificate of Insurance on pages 129-142 of your Empire Plan Certificate as amended in your January 2007 Amendments.

Certificate of Insurance

CERTIFICATE OF INSURANCE
for eligible enrollees of State of New York
(called the State)
insured by
UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK
Hauppauge, New York
(called UnitedHealthcare)

UnitedHealthcare Insurance Company of New York has issued Group Policy No. 712959-G. It insures certain eligible enrollees covered by The Empire Plan.

This Certificate of Insurance describes the benefits and provisions of the policy. This is a covered person's Certificate of Insurance only while that person is insured under the policy. Dependent benefits apply only to eligible dependents covered under an enrollee's family coverage if the eligible enrollee is insured under The Empire Plan for family coverage.

This Certificate describes the Plan in effect on the later of:

A. January 1, 2009 and

B. The date determined in accordance with the Regulations of the President of the Civil Service Commission

for Employees of the State of New York and their Dependents enrolled in The Empire Plan through Public Employees Federation (PEF) and for COBRA enrollees with their benefits. It is void if issued to any other Employee.

This Certificate replaces any and all Certificates previously issued to eligible enrollees under the Plan.

UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK

Form No. 712959

UNITEDHEALTHCARE
CERTIFICATE OF INSURANCE
Empire Plan Prescription Drug Program
Section V
UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK
CERTIFICATE OF INSURANCE
Empire Plan Prescription Drug Program

UnitedHealthcare Insurance Company of New York (the "Insurer") insures and jointly administers The Empire Plan Prescription Drug Program (the "Program"). UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Solutions, Inc. (Medco).

Meaning of Terms Used

The following terms used in this Certificate with either upper or lower case initial letters shall have the following meanings.

A. **Appeal** means a request for review of your claim in the event a claim has been denied as not medically necessary or as a result of investigational or experimental use of a covered prescription drug in whole or in part.

B. **Brand-Name Drug** means a prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition.

C. **Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s)** means a drug with two or more ingredients (solid, semi-solid or liquid), where the primary active ingredient is an FDA approved covered drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a medical professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluent(s), ratios or amounts of product, therapeutic use and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by this Program.

D. **Controlled Drug** means drugs designated by Federal Law or New York State law as a Class I, II, III, IV or V substance. A Controlled Drug includes but is not limited to: some tranquilizers; stimulants; and pain medications.

E. **Doctor** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.), who is legally licensed, without limitations, to practice medicine. For benefits provided under this certificate, and for no other purpose, Doctor also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M.), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

F. **Exception** means a request for review of a previous decision made by The Empire Plan Prescription Drug Program that does not involve denial based on medical necessity or as a result of an investigational or experimental use of a covered prescription drug in whole or in part.

G. **Excluded Drug:** A drug that is excluded from coverage under this Program's benefit plan design. This Program will provide no benefit for an excluded drug and you will be responsible for paying the total retail cost of the drug. An Excluded Drug is not subject to any type of appeal or coverage review, including a medical necessity appeal.

H. **Flexible Formulary:** In a flexible formulary, Brand-Name Drugs may be assigned to different copayment levels based on value to this Program and clinical judgment. In some cases, drugs may be excluded from coverage if a Therapeutic Equivalent is covered or available as an over-the-counter drug.

I. **Generic Drug** means a drug sold under its chemical name or sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug. The term Generic Drug shall include authorized generics marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug. Any drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of biologic drugs shall be classified as a Generic Drug.

J. **Mail Service Pharmacy** means all facilities that are owned, operated or affiliated with Medco to fill enrollee prescriptions for all drugs covered by the Program through the mail service pharmacy process including Medco by Mail. Medco by Mail shall dispense drugs per the terms of this Certificate and in accordance with the laws, rules and regulations that govern pharmacy practice.

K. **Medically Necessary Drug** means any drug that, as determined by the Insurer, is:

1. Provided for the diagnosis or treatment of a medical condition;
2. Appropriate for the symptoms, diagnosis or treatment of a medical condition,
3. Within the standards of generally accepted health care practice; and
4. Not used for cosmetic purposes.

If your claim is denied for benefits for a drug or drugs on the basis that the drug is not medically necessary, benefits will be paid under The Empire Plan Prescription Drug Program if the drug is covered under your benefit plan design and:

- Another Empire Plan carrier has liability for some portion of the expense related to the administration of that drug being provided to you, has determined the medical necessity of a medical procedure or service provided related to the administration of that drug, and has paid benefits in accordance with Empire Plan provisions on your behalf for a medical procedure or service related to the administration of that drug; or
- Another Empire Plan carrier has liability for some portion of the expense related to the administration of that drug being provided to you, has determined the medical necessity of a medical procedure or service provided related to the administration of that drug, and has provided to you a written pre-authorization of benefits based on their determination of medical necessity, stating that The Empire Plan benefits will be available to you for a medical procedure or service related to the administration of that drug; and
- You provide to the Program proof of payment or pre-authorization of benefits from the other Empire Plan carrier based on their determination of medical necessity regarding the availability of Empire Plan benefits to you for a medical procedure or service related to the administration of that drug.

In addition, the above provisions do not apply if another Empire Plan carrier paid benefits in error or if the expenses are specifically excluded elsewhere in this Certificate.

L. **Network Pharmacy** means a Pharmacy, other than a Mail Service Pharmacy, that has entered into a contract with Medco as an independent contractor to dispense drugs per the terms of the contract. It must regularly dispense drugs described in the "*What is Covered*" section.

M. **No-Fault Motor Vehicle Plan** means a motor vehicle plan that is required by law. It provides medical or dental care payments that are made, in whole or in part, without regard to fault. A person subject to such law who has not complied with the law will be deemed to have received the benefits required by the law.

N. **Non-Network Pharmacy** means any Pharmacy, other than a Mail Service Pharmacy, that has not entered into a contract with Medco to dispense drugs. The Enrollee must file a claim form with the Insurer in order to receive reimbursement for covered drugs received from a Non-Network Pharmacy.

O. **Non-Preferred Brand-Name Drug** means a Brand-Name Drug that has not been placed on The Empire Plan Flexible Formulary drug list by the Insurer.

P. **Pharmacist** means a person who is legally licensed to practice the profession of pharmacy. He or she must regularly practice such profession in a pharmacy.

Q. **Pharmacy** means an establishment that is registered as a pharmacy with the appropriate state licensing agency or is a Veterans' Affairs medical center or hospital pharmacy, and regularly dispenses medications that require a Prescription from a Doctor. Drugs described in the section *"What Is Covered"* must be regularly dispensed from the Pharmacy by a Pharmacist.

R. **Preferred Brand-Name Drug** means a Brand-Name Drug that has been placed on The Empire Plan Flexible Formulary drug list by the Insurer.

S. **Prescription** means the written or oral request for drugs issued by a Doctor duly licensed to make such a request in the ordinary course of his or her professional practice. This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.

T. **Program** means The Empire Plan Prescription Drug Program described in this Certificate.

U. **Therapeutic Category** means categories by which drugs are identified and grouped by the main conditions they treat.

V. **Therapeutic Equivalent** means prescription drug products that, when compared, can be expected to produce essentially the same therapeutic outcome and toxicity as determined by the Insurer.

W. **Workers' Compensation Law** means a law that requires employees to be covered, at the expense of the employer, for benefits in case they are disabled because of accident or sickness or billed due to a cause connected with their employment.

X. **You, your,** or **yours** refers to you, the eligible enrollee to whom this Certificate is issued. It also refers to your eligible enrolled dependents who are covered under this Program. For information on eligibility, refer to your *New York State Health Insurance Program General Information Book.*

The information below explains your benefits and responsibilities in detail.

Your Benefits and Responsibilities

Copayments

Copayments for covered drugs are based on the drug, the days' supply and whether the Prescription is filled at a Network Pharmacy or a Mail Service Pharmacy.

When you fill your Prescription for a covered drug for up to a **30-day supply at a Network Pharmacy or through a Mail Service Pharmacy,** your copayment is:

- **$5** for a **Generic** Drug or a Level 1 Drug
- **$15** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$40** for a **Non-Preferred Brand-Name** Drug, or a Level 3 Drug

When you fill your Prescription for a **31- to 90-day supply at a Network Pharmacy**, your copayment is:

- **$10** for a **Generic** Drug or a Level 1 Drug
- **$30** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$70** for a **Non-Preferred Brand-Name** Drug or a Level 3 Drug

When you fill your Prescription for a **31- to 90-day supply through a Mail Service Pharmacy**, your copayment is:

- **$5** for a **Generic** Drug or a Level 1 Drug
- **$20** for a **Preferred Brand-Name** Drug, Compound Drug or a Level 2 Drug
- **$65** for a **Non-Preferred Brand-Name** Drug or a Level 3 Drug

One copayment covers up to a 90-day supply. Refills are valid for up to one year from the date the Prescription is written.

If the full cost of the drug is less than your copayment, your cost is the lesser amount.

Supply and Coverage Limits

Certain drugs may be subject to quantity level limits based on clinical and safety factors related to the dispensing of the medication. Additional quantity level limits are based on criteria developed by the Insurer. Days supply for Controlled Drugs are in accordance with Federal and State mandates.

Erectile dysfunction drugs are limited to a specific quantity per day supply; 6 units for a 30-day supply and 7-18 units for a 31- to 90-day supply.

Mandatory Generic Substitution

When your Prescription is written Dispense As Written (DAW) for a Brand-Name Drug that has a generic equivalent, you pay the Non-Preferred Brand-Name copayment plus the difference in cost between the Brand-Name and the Generic Drug, not to exceed the full retail cost of the drug. When your Prescription is not written DAW, in most cases, the generic equivalent is substituted for the Brand-Name Drug and you pay the Generic Drug copayment.

The following Brand-Name Drugs are excluded from mandatory generic substitution: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid and Tegretol. For these drugs, you pay only the applicable copayment, which in most cases will be the Non-Preferred Brand-Name copayment.

If your Doctor believes it is Medically Necessary for you or your family member to have a Brand-Name Drug (that has a generic equivalent), you may appeal the mandatory generic substitution requirement. To begin the appeal process, your Doctor should call toll free 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program.

Act promptly. If your appeal is approved, upon request, the Insurer will adjust claims processed by a pharmacy within 30 days from the date the Insurer received all information needed to decide the appeal.

If your appeal is granted and you fill your prescription for a Brand-Name Drug at a Network Pharmacy or through a Mail Service Pharmacy, you pay the Non-Preferred copayment. If your appeal is denied, you can make a second appeal to the Insurer.

Empire Plan Flexible Formulary

Under The Empire Plan Flexible Formulary plan design drugs are classified by therapeutic category or medical condition in order to manage prescription costs without affecting the quality of care. A therapeutic category is a group of drugs that treat a specific health condition or that work in a certain way. For example, antibiotics are used for the treatment of infections.

Drugs on The Empire Plan Flexible Formulary are grouped into Levels and your copayment is determined by the "Level" that your medication is on.

A. Level 1 drugs have the lowest copayment and include all Generic Drugs.

B. Level 2 drugs have the mid-range copayment and include Preferred Brand-Name Drugs that have been selected because of their overall healthcare value.

C. Level 3 drugs have the highest copayment and include Non-Preferred Brand-Name Drugs.

The Flexible Formulary works with The Empire Plan Prescription Drug Program plan design as described below:

A. When clinically appropriate and financially advantageous to this Program, Brand-Name Drugs may be available on Level 1;

B. Certain therapeutic categories of prescription drugs with two or more clinically sound and therapeutically equivalent Level 1 options may not have a Brand-Name Drug in Level 2; and

C. Access to one or more drugs in select therapeutic categories may be excluded (not covered) if the drug(s) has no clinical advantage over other Generic Drug(s) and Brand-Name Drug(s) in the same therapeutic category.

   Drugs considered to have no clinical advantage that may be excluded include any products that:

   1. Contain one or more active ingredients available in and therapeutically equivalent to another covered prescription drug in the therapeutic category or in an over-the-counter drug; or

   2. Contain one or more active ingredients which is a modified version of and therapeutically equivalent to another covered prescription drug or in an over-the-counter drug.

Please refer to the Exclusions and Limitations section of the Certificate for a list of drugs not covered by The Empire Plan Prescription Drug Program.

Periodically, the Program may offer enrollees taking certain prescription medications covered under the benefit design an instant rebate of the copayment for that particular prescription drug.

Prior authorization required for certain drugs

You must have prior authorization to receive Empire Plan Prescription Drug Program benefits for certain medications. If your Doctor prescribes one of these drugs, the Insurer will request from your Doctor the clinical information required to authorize coverage of the medication. Your Pharmacy or Doctor may contact the Insurer to begin the authorization process. The Insurer and/or pharmacy will notify you of the results of the review. The prior authorization requirements apply whether you use your Empire Plan Benefit Card or will be filing a claim for direct reimbursement. The following is a list of drugs (including generic equivalents) that require prior authorization:

- Amevive
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Enbrel
- Epogen/Procrit
- Flolan
- Forteo
- Growth Hormones
- Humira
- Immune Globulins
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Letairis
- Myobloc
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Roferon-A
- Synagis
- Tracleer
- Tysabri
- Ventavis
- Weight Loss Drugs
- Xolair

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. Compound Drugs that have a claim cost to the Program that exceeds $100 will require Prior Authorization under this Program. This list of drugs is subject to change. For the most current list of drugs requiring prior authorization, call The Empire Plan Prescription Drug Program at the number below or go to the New York State Department of Civil Service web site at https://www.cs.state.ny.us. For more information about drugs requiring prior authorization and how to obtain it, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program.

If the prior authorization review results in authorization for payment, you will receive Empire Plan Prescription Drug Program benefits for the drug. If the payment is not authorized, no Empire Plan Prescription Drug Program benefits will be paid for the drug.

An appeal process allows you or your Doctor to ask for further review if authorization is not granted. You may call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program for information on how to initiate an appeal.

What is Covered

You are covered for the following prescription drugs or medicines when they are covered under this Program's benefit design, Medically Necessary and dispensed by a Pharmacy:

A. FDA approved drugs that must bear the legend: RX Only.

B. State Restricted Drugs. Drugs or medicines that can be dispensed in accordance with New York State Law (or by the laws of the state or jurisdiction in which the Prescription is filled) by Prescription only

C. Compound Drug(s)/Medication(s)

D. Injectable insulin

E. Oral, injectable or surgically implanted contraceptives that bear the legend RX Only, diaphragms and contraceptive devices

F. Vitamins, which are FDA approved prescription drugs and bear the legend RX Only.

G. Covered prescription drugs dispensed by on-premises pharmacies to patients in a Skilled Nursing Facility; rest home; sanitarium; extended care facility; convalescent hospital; or similar facility. Such on-premises pharmacies are considered Non-Network Pharmacies and require submission of a claim form for reimbursement.

H. Claims for drugs dispensed outside of the U.S. that have an available U.S. FDA approved equivalent.

Please refer to the section *"Exclusions and Limitations"* below for conditions under which benefits for the above are not available.

Exclusions and Limitations

Charges for the following items are **not** covered expenses:

A. Drugs obtained with no prescription order, including over-the-counter products except insulin

B. Drugs taken or given at the time and place of the prescription order and billed by the Doctor

C. Drugs provided or required by any governmental program or statute (other than Medicaid) unless there is a legal obligation to pay

D. Drugs for which there is no charge or legal obligation to pay in the absence of insurance

E. Drugs administered to you by the facility while a patient in a licensed hospital

   This limit applies only if the hospital in which you are a patient operates on its premises, or allows to be operated on its premises, a facility that dispenses pharmaceuticals; and dispenses such drugs administered to you by the hospital.

F. Any drug refill that is more than the number approved by the Doctor

G. Contraceptive jellies, ointments and foams or devices not requiring a Doctor's order, prescribed for any reason

H. Contraceptive Intrauterine Devices (I.U.D.) that do not contain any FDA approved hormone prescription drug products

I. Therapeutic devices or appliances (e.g., hypodermic needles, syringes, support garments or other non-medicinal substances), regardless of their intended use

J. The administration of any drug or injectable insulin

K. Any drug refill that is dispensed more than one year after the original date of the prescription order

L. Any drug labeled "Caution: Limited by Federal Law to Investigational Use," or experimental drugs except for drugs used for the treatment of cancer as specified in Section 3221(1)12 of New York State Insurance Law as may be amended from time to time: Prescribed drugs approved by the U.S. Food and Drug Administration for the treatment of certain types of cancer shall not be excluded when the drug has been prescribed for another type of cancer. However, coverage shall not be provided for experimental or investigational drugs or any drug that the U.S. Food and Drug Administration has determined to be contraindicated for treatment of the specific type of cancer for which the drug has been prescribed.

   Experimental or investigational drugs shall also be covered when approved by an External Appeal Agent in accordance with an external appeal. For external appeal provisions, see *"Your right to an External Appeal"* under Miscellaneous Provisions. If the External Appeal Agent approves coverage of an experimental or investigational drug that is part of a clinical trial, only the costs of the drug will be covered. Coverage will not be provided for the costs of experimental or investigational drugs or devices, the costs of non-health care services, the costs of managing research or costs not otherwise covered by The Empire Plan for non-experimental or non-investigational drugs provided in connection with such clinical trial.

M. Immunizing agents, biological sera, blood or blood plasma, except immune globulin

N. Any drug that a Doctor or other health professional is not authorized by his or her license to prescribe

O. Drugs for an injury or sickness related to employment for which benefits are provided by any State or Federal workers' compensation, employers' liability or occupational disease law or under Medicare or other governmental program, except Medicaid

P. Drugs purchased prior to the start of coverage or after coverage ends

However if the person is totally disabled on the date this insurance ends, see *"Benefits after termination of coverage"*.

Q. Any drug prescribed and/or dispensed in violation of State or Federal law

R. Prescription drug products excluded from the benefit plan design, including: Adoxa, Caduet, Coreg CR, Doryx, Kapidex, Nexium (capsules or suspension), Prevacid (capsules), Testim, Treximet, Veramyst, Omnitrope, Genotropin (except for the treatment of growth failure due to Prader-Willi syndrome or Small for Gestational Age), Humatrope (except for the treatment of growth failure due to SHOX deficiency or Small for Gestational Age), and Norditropin (except for the treatment of short stature associated with Noonan syndrome or Small for Gestational Age)

S. New Prescription Drug Products that are in the same therapeutic category as existing drugs excluded under The Empire Plan Flexible Formulary or that are in the same therapeutic category as drugs excluded from benefit coverage under this Plan.

T. Drugs furnished solely for the purpose of improving appearance rather than physical function or control of organic disease, which include but are not limited to:

1. Non-amphetamine anorexiants, except for morbid obesity
2. Amphetamines that are prescribed for weight loss, except for morbid obesity
3. Products used to promote hair growth
4. Products (ex. Retinoic Acid) used for prevention of skin wrinkling

U. Coverage for drugs where the amount dispensed exceeds the supply limit

V. Coverage for drugs as a replacement for a previously dispensed drug

W. Products for which the primary use is nutrition

X. Any non-medically necessary drugs

Y. Claims for foreign drugs for which there is no available US equivalent approved by the FDA

IMPORTANT: See your *NYSHIP General Information Book and Empire Plan Certificate* for other conditions that may affect this coverage. See especially the Home Care Advocacy Program (HCAP) section of your UnitedHealthcare Certificate for coverage for prescription drugs billed by a home care agency.

How to Use Your Empire Plan Prescription Drug Program

When your Doctor prescribes a Medically Necessary Drug covered under The Empire Plan, you can fill the prescription for a supply of up to 90 days and refills for up to one year in one of three ways: at a Network Pharmacy, at a Non-Network Pharmacy or through a Mail Service Pharmacy.

When your Doctor starts you on a new medication, you may want to have your prescription filled for a 30-day supply to ensure the prescription medication is right for your condition.

Network Pharmacies

You can use your Empire Plan Benefit Card for covered prescription drugs at Empire Plan Network Pharmacies. Be sure your Pharmacist knows that you and your family have Empire Plan Prescription Drug Program coverage.

To find a Network Pharmacy, check with your Pharmacist or call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program or go to the web site at https://www.cs.state.ny.us.

Many retail pharmacies in New York State participate in this Program. Many out-of-State pharmacies participate, as well. All Empire Plan Network Pharmacies can fill Prescriptions for supplies of up to 90 days. Refills of covered drugs are provided for up to a year from the date the Prescription is written. Only one copayment applies for up to a 90-day supply.

Non-Network Pharmacies

You can use a Non-Network Pharmacy or pay the full amount for your Prescription at a Network Pharmacy (instead of using your Empire Plan Benefit Card) and fill out a claim for reimbursement.

In almost all cases, you will not be reimbursed the total amount you paid for the Prescription and your out-of-pocket expense may exceed the usual copayment amount. To reduce your out-of-pocket expenses, use your Empire Plan Benefit Card whenever possible.

Out-of-pocket expenses: When you use a Non-Network Pharmacy or pay the full amount for your Prescription at a Network Pharmacy, you are responsible for the difference between the amount charged and the amount you are reimbursed under this Program.

For claim forms, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program or download one from the web site at https://www.cs.state.ny.us.

Mail the completed form with your bills or receipts to:

Medco Health Solutions
P.O. Box 14711
Lexington, KY 40512

Several factors affect the amount of your reimbursement. If your Prescription was filled with:

- A Generic Drug, a Brand-Name Drug with no generic equivalent or insulin, you will be reimbursed up to the amount this Program would reimburse a Network Pharmacy for that Prescription as calculated using the Program's standard reimbursement rate for Network Pharmacies less the applicable copayment.
- A Brand-Name Drug with a generic equivalent (other than drugs excluded from mandatory generic substitution), you will be reimbursed up to the amount this Program would reimburse a Network Pharmacy for filling the Prescription with that drug's generic equivalent as calculated using the Program's standard reimbursement rates for Network Pharmacies less the applicable copayment, which in most cases will be the Non-Preferred copayment.

Deadline for filing claims

Claims must be submitted within 90 days after the end of the calendar year in which the prescription drugs were purchased, or 90 days after another plan processes your claim, whichever is later, unless it was not reasonably possible for you to meet this deadline (for example, due to your illness).

Mail Service Pharmacy

All drugs covered by the Program can be ordered through a Mail Service Pharmacy.

You can order and receive up to a 90-day supply of your Prescriptions, shipped by first class mail or private carrier. You can pay your copayment(s) and other costs by credit card, check or money order. To request mail service envelopes, refills or to speak to a Pharmacist about your mail service Prescription, call

The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program, 24 hours a day, seven days a week.

The Mail Service Pharmacy address is:

Medco by Mail
P.O. Box 6500
Cincinnati, OH 45201-6500

Using The Empire Plan Flexible Formulary drug list

One way you can help control the rapidly increasing cost of prescription drugs is to encourage your Doctor(s) to prescribe and Pharmacist to dispense Generic and Preferred Drugs listed on The Empire Plan Flexible Formulary drug list. (The Empire Plan Flexible Formulary drug list is available at https://www.cs.state.ny.us.)

This list provides the most commonly prescribed Generic and Brand-Name Drugs included on The Empire Plan Flexible Formulary drug list. These medications are safe and effective alternatives to higher cost drugs. Using Prescription drugs that appear on this list will save you money. Using Generics will save you even more.

The Insurer will provide the Flexible Formulary drug list to you and to Empire Plan participating Doctors. Doctors are encouraged - but not required - to use this list.

Remember, if your Doctor prescribes a prescription drug that is excluded from coverage under The Empire Plan benefit plan design, you will pay the full retail cost for your prescription.

Help control the rising cost of the prescription drug program by asking your Doctor to prescribe a drug that is appropriate for you from the Flexible Formulary drug list.

Half Tablet/Pill Splitting Program

The Half Tablet Program provides an opportunity for you to reduce your prescription medication copayments for certain eligible medications by using double strength tablets and splitting them in half.

This program is voluntary.

To participate in the Half Tablet Program, ask your Doctor to write a new Prescription for an eligible medication for twice the dosage and half the quantity, with directions to take half the tablet at the regularly scheduled time. When the Prescription is filled at either a Network pharmacy or through a Mail Service Pharmacy, the copayment is automatically cut in half. For an updated list of the medications eligible for the Half Tablet Program, go to https://www.cs.state.ny.us and select Benefits Programs in the left-hand navigation on the home page. Follow the prompts to NYSHIP Online, then choose Find a Provider. Scroll to the Medco links and click Empire Plan Half Tablet Program.

Contact The Empire Plan Prescription Drug Program

For questions about your Empire Plan Prescription Drug Program, call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program. The Teletypewriter (TTY) number for callers with a hearing or speech disability is 1-800-759-1089.

Call 24 hours a day, 7 days a week if you need to:

- Verify your eligibility
- Find out if your claims have been paid
- Locate an Empire Plan Network Pharmacy
- Order refills from a Mail Service Pharmacy or check order status
- Talk to a customer service representative

- Request prior authorization or a generic appeal
- Talk to a Pharmacist

Go to https://www.cs.state.ny.us, select Benefit Programs and follow the prompts to NYSHIP Online. Then choose Find a Provider and scroll to the Medco links if you need to:

- Locate an Empire Plan Network Pharmacy
- Order refills online from Medco by Mail or check order status
- Download a Medco by Mail order form
- View the list of drugs subject to prior authorization or eligible for the Half Tablet Program
- View the 2009 Flexible Formulary drug list

Coordination of Benefits

A. **Coordination of Benefits** means that the benefits provided for you under The Empire Plan Prescription Drug Program are coordinated with the benefits provided for you under another group plan. The purpose of Coordination of Benefits is to avoid duplicate benefit payments so that the total payment under The Empire Plan and under another plan is not more than the total allowable charge for a service covered under both group plans.

If a covered drug is submitted under the Program, the Program will reimburse the enrollee the submitted balance or the amount that would have been paid as a network benefit under The Empire Plan, whichever is lower. In addition, if you or any of your dependent(s) is covered under two separate Empire Plan policies, you may submit Empire Plan copayments for reimbursement under your secondary Empire Plan coverage using a paper claim form.

B. **Definitions**

1. **Plan** means a plan that provides benefits or services for or by reason of medical or dental care and that is:
   a. A group insurance plan; or
   b. A blanket plan, except for blanket school accident coverages or such coverages issued to a substantially similar group where the policyholder pays the premium; or
   c. A self-insured or non-insured plan; or
   d. Any other plan arranged through any employee, trustee, union, employer organization or employee benefit organization; or
   e. A group service plan; or
   f. A group prepayment plan; or
   g. Any other plan that covers people as a group; or
   h. A governmental program or coverage required or provided by any law except Medicaid or a law or plan when, by law, its benefits are excess to those of any private insurance plan or other non-governmental plan.
2. **Order of Benefit Determination** means the procedure used to decide which plan will determine its benefits before any other plan. Each policy, contract or other arrangement for benefits or services will be treated as a separate plan. Each part of The Empire Plan that reserves the right to take the benefits or services of other plans into account to determine its benefits will be treated separately from those parts that do not.

C. When coordination of benefits applies and The Empire Plan is secondary, payment under The Empire Plan will be reduced so that the total of all payments or benefits payable under The Empire Plan and under another plan is not more than the total allowable charge for the service you receive.

D. Payments under The Empire Plan will not be reduced on account of benefits payable under another plan if the other plan has a Coordination of Benefits or similar provision with the same order of benefit determination as stated in Item E. and under that order of benefit determination, the benefits under The Empire Plan are to be determined before the benefits under the other plan.

E. When more than one plan covers the person making the claim, the order of benefit payment is determined using the first of the following rules that applies:

1. The benefits of the plan that covers the person as an enrollee are determined before those of other plans that cover that person as a dependent;
2. When this Plan and another plan cover the same child as a dependent of different persons called "parents" and the parents are **not** divorced or separated (For coverage of a dependent of parents who are divorced or separated, see paragraph 3. below)
   a. The benefits of the plan of the parent whose birthday falls earlier in the year are determined before those of the plan of the parent whose birthday falls later in the year but:
   b. If both parents have the same birthday, the benefits of the plan that has covered one parent for a longer period of time are determined before those of the plan that has covered the other parent for the shorter period of time;
   c. If the other plan does not have the rule described in subparagraphs a. and b. above, but instead has a rule based on gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits; and
   d. The word birthday refers only to month and day in a calendar year, not the year in which the person was born.
3. If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
   a. First, the plan of the parent with custody of the child;
   b. Then, the plan of the spouse of the parent with custody of the child;
   c. Finally, the plan of the parent not having custody of the child; and
   d. If the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply to any benefits paid or provided before the entity had such knowledge.
4. The benefits of a plan that covers a person as an employee or as the dependent of an employee who is neither laid-off nor retired are determined before those of a plan that covers that person as a laid-off or retired employee or as the dependent of such an employee. If the other plan does not have this rule and if as a result the plans do not agree on the order of benefits, this Rule 4. is ignored.
5. If none of the rules in 1. through 4. above determined the order of benefits, the plan that has covered the person for the longest period of time determines its benefits first.

F. For the purpose of applying this provision, if both spouses/domestic partners are covered as employees under The Empire Plan, each spouse/domestic partner will be considered as covered under separate plans.

G. Any information about covered expenses and benefits that is needed to apply this provision may be given or received without the consent of or notice to any person, except as required by Article 25 of the General Business Law.

H. If an overpayment is made under The Empire Plan before it is learned that you also had other coverage, there is a right to recover the overpayment. You will have to refund the amount by which the benefits paid on your behalf should have been reduced. In most cases, this will be the amount that was received from the other plan.

I. If payments that should have been made under The Empire Plan have been made under other plans, the party that made the other payments will have the right to receive any amounts that are considered proper under this provision.

Medicare Prescription Drug Coverage

If you or a covered dependent is eligible for Medicare-primary coverage and have enrolled in a Medicare Part D prescription drug plan, read the following information about how to use your Empire Plan benefits for secondary coverage.

A Medicare-primary Empire Plan enrollee or dependent enrolled in a Medicare Part D drug plan must use his or her Medicare Part D prescription drug program first. Any amounts not covered by your Medicare Part D plan, such as deductibles, copayments and charges for non-covered drugs, can be submitted to The Empire Plan for consideration using The Empire Plan Prescription Drug Program claim form specifically labeled Medicare Part D Secondary Claim Form. This claim form is available on the New York State Department of Civil Service web site, https://www.cs.state.ny.us. The form is also available by calling The Empire Plan Prescription Drug Program at 1-877-7-NYSHIP (1-877-769-7447). When you call, be sure to ask for the Medicare Part D claim form.

At Network Pharmacies: Any claim submitted to The Empire Plan Prescription Drug Program by a Network Pharmacy will be rejected and the Pharmacist will be advised that you have alternate insurance, which is your Medicare Part D drug plan. You are responsible for providing the Pharmacist with the necessary Medicare Part D plan information to submit the claim. Then, you must follow the instructions described above to submit a paper claim to The Empire Plan Prescription Drug Program for any additional reimbursement to which you may be entitled.

At Mail Service Pharmacies: Any prescription sent to a Mail Service Pharmacy for a Medicare-primary Empire Plan enrollee or dependent who is also enrolled in a Medicare Part D drug plan will be rejected and returned. You must use your Medicare Part D drug plan first and then follow the instructions described above to submit a paper claim to The Empire Plan Prescription Drug Program for any additional reimbursement to which you may be entitled.

IMPORTANT: If you or a covered dependent is eligible for Medicare-primary coverage and have enrolled in a Medicare Part D prescription drug plan, you must submit your out-of-pocket expenses to The Empire Plan Prescription Drug Program using The Empire Plan Prescription Drug Program Medicare Part D Secondary Claim Form only. Your claim will be processed in accordance with the coordination of benefits provisions of The Empire Plan Prescription Drug Program. If you use the standard Empire Plan Prescription Drug Program claim form, your claim will be rejected and you will have to resubmit it using the Medicare Part D Secondary Claim Form.

Miscellaneous Provisions

Termination of coverage

A. Coverage will end when you are no longer eligible to participate in this Program. Refer to the eligibility section of your *NYSHIP General Information Book*.

   Under certain conditions, you may be eligible to continue coverage under The Empire Plan temporarily after eligibility ends. Refer to the COBRA section of your *NYSHIP General Information Book*.

B. If this Program ends, your Program coverage will end.

C. Coverage of a dependent will end on the date that dependent ceases to be a dependent as defined in your *NYSHIP General Information Book*.

   Under certain conditions, dependent(s) of employees or former employees may be eligible to continue coverage under The Empire Plan temporarily after eligibility ends. Refer to the COBRA section of your *NYSHIP General Information Book*.

D. If a payment that is required from you toward the cost of The Empire Plan coverage is not made, the coverage will end on the last day of the period for which a payment was made.

E. If coverage ends, any claim incurred before your coverage ends for any reason will not be affected; also, see *"Benefits after termination of coverage"* below.

Benefits after termination of coverage

You may be Totally Disabled on the date coverage ends on your account. If so, benefits will be provided on the same basis as if coverage had continued with no change until the day you are no longer Totally Disabled or for three months after the date your coverage ended, whichever is earlier.

Totally Disabled means that because of a sickness or injury you, the enrollee, cannot do your job, or any other work for which you might be trained, or your dependent cannot do his or her usual duties.

Request for repayment of benefits

The Insurer will seek reimbursement from you for any money paid on behalf of you or your dependents for expenses incurred after loss of eligibility for benefits for any reason. Use of The Empire Plan Benefit Card after eligibility ends constitutes fraud.

Audits/prescription benefit records

From time to time, the Insurer may ask you to verify receipt of particular drugs from Network Pharmacies or from a Mail Service Pharmacy. These requests are part of the auditing process. Your cooperation may be helpful in identifying fraudulent practices or unnecessary charges to your plan. All such personal information will remain confidential.

Legal action

Lawsuits to obtain benefits may not be started less than 60 days or more than two years following the date you receive written notice that benefits have been denied.

Appeals and Coverage Exceptions

Coverage exceptions: Flexible Formulary

Coverage for prescription drugs excluded and/or limited in quantity under the benefit plan design are not subject to exception. This includes prescription medications excluded from coverage under The Empire Plan Flexible Formulary.

Non-Preferred Brand-Name Drugs covered under the Program are subject to the Level 3 copayment. Under the Program benefit design, copayment exceptions are not permitted.

Claims appeal: 60-day deadline

In the event a claim has been denied as not medically necessary or as a result of investigational or experimental use of a covered prescription drug, you can request a review of your claim. This request for review should be sent to the Claims Review Unit at the following address within 60 days after you receive notice of denial of the claim. When requesting a review, please state the reason you believe the claim was improperly denied and submit any data questions or comments you deem appropriate.

To request a review of your claim, write to:

The Empire Plan Prescription Drug Program
UnitedHealthcare
P.O. Box 5900
Kingston, NY 12402-5900

If you are unable to resolve a problem with an Empire Plan carrier, you may contact the Consumer Services Bureau of the New York State Insurance Department at: New York State Department of Insurance, One Commerce Plaza, Albany, NY 12257. Phone: 1-800-342-3736, Monday - Friday, 9 a.m. – 5 p.m.

Your right to an External Appeal

Under certain circumstances, you have a right to an external appeal of a denial of coverage. Specifically, if the Insurer has denied coverage on the basis that a prescription drug is not medically necessary or is an experimental or investigational drug, you or your representative may appeal for review of that decision by an External Appeal Agent, an independent entity certified by the New York State Department of Insurance to conduct such appeals.

Your right to appeal a determination that a drug is not medically necessary

If you have been denied coverage on the basis that the prescription drug is not medically necessary, you may appeal for review by an External Appeal Agent if you satisfy the following two criteria:

A. The prescription drug must otherwise be covered under The Empire Plan Prescription Drug Program; and

B. You must have received a final adverse determination through the internal appeal process described above and the Insurer must have upheld the denial or you and the Insurer must agree in writing to waive any internal appeal.

Your rights to appeal a determination that a service is experimental or investigational

If you have been denied coverage on the basis that the drug is experimental or investigational, you must satisfy the following two criteria:

A. The prescription drug must otherwise be covered under The Empire Plan Prescription Drug Program; and

B. You must have received a final adverse determination through the internal appeal process described above and the Insurer must have upheld the denial or you and the Insurer must agree in writing to waive any internal appeal.

In addition, your attending Doctor must certify that you have a life-threatening or disabling condition or disease. A “life-threatening condition or disease” is one that, according to the current diagnosis of your attending Doctor, has a high probability of death. A “disabling condition or disease” is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than 12 months, which renders you unable to engage in any substantial gainful activities. In the case of a child under the age of eighteen, a “disabling condition or disease” is any medically determinable physical or mental impairment of comparable severity.

Your attending Doctor must also certify that your life-threatening or disabling condition or disease is one for which standard drugs are ineffective or medically inappropriate **or** one for which there does not exist a more beneficial standard drug or procedure covered by the Program.

In addition, your attending Doctor must have recommended a drug that two documents from available medical and scientific evidence indicate is likely to be more beneficial to you than any standard covered drug. (Only certain documents will be considered in support of this recommendation. Your attending Doctor should contact the New York State Department of Insurance in order to obtain current information as to what documents will be considered acceptable.)

For the purposes of this section, your attending Doctor must be a licensed, board-certified or board-eligible physician qualified to practice in the area appropriate to treat your life-threatening or disabling condition or disease.

The External Appeal process

If, through the internal appeal process described above, you have received a final adverse determination upholding a denial of coverage on the basis that the prescription drug is not medically necessary or is an experimental or investigational drug, you have 45 days from receipt of such notice to file a written request for an external appeal. If you and the Insurer have agreed in writing to waive any internal appeal, you have 45 days from receipt of such waiver to file a written request for an external appeal. The Insurer will provide an external appeal application with the final adverse determination issued through the Insurer's internal appeal process described above or its written waiver of an internal appeal. You may also request an external appeal application from the New York State Department of Insurance at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If you satisfy the criteria for an external appeal, the Insurance Department will forward the request to a certified External Appeal Agent.

You will have an opportunity to submit additional documentation with your request. If the External Appeal Agent determines that the information you submit represents a material change from the information on which the Insurer based its denial, the External Appeal Agent will share this information with the Insurer in order for it to exercise its right to reconsider its decision. If the Insurer chooses to exercise this right, the Insurer will have three business days to amend or confirm its decision. Please note that in the case of an expedited appeal (described below), the Insurer does not have a right to reconsider its decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of your completed application. The External Appeal Agent may request additional information from you, your Doctor or the Insurer. If the External Appeal Agent requests additional information, it will have five additional business days to make its decision. The External Appeal Agent must notify you in writing of its decision within two business days.

If your attending Doctor certifies that a delay in providing the prescription drug that has been denied poses an imminent or serious threat to your health, you may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within three days of receipt of your completed application. Immediately after reaching a decision, the External Appeal Agent must try to notify you and the Insurer by telephone or facsimile of that decision. The External Appeal Agent must also notify you in writing of its decision. If the External Appeal Agent overturns the Insurer's decision that a service is not medically necessary or approves coverage of an experimental

or investigational drug, the Insurer will provide coverage subject to the other terms and conditions of the Program.

The External Appeal Agent's decision is binding on both you and the Insurer. The External Appeal Agent's decision is admissible in any court proceeding.

The Insurer will charge you a fee of $50 for an external appeal. The external appeal application will instruct you on the manner in which you must submit the fee. The Insurer will also waive the fee if it is determined that paying the fee would pose a hardship to you. If the External Appeal Agent overturns the denial of coverage, the fee shall be refunded to you.

Your responsibilities in filing an External Appeal

It is **YOUR RESPONSIBILITY** to initiate the external appeal process. You may initiate the external appeal process by filing a completed application with the New York State Department of Insurance. If the requested service has already been provided to you, your Doctor may file an external appeal application on your behalf, but only if you have consented to this in writing.

45-day deadline

Under New York State law, your completed request for appeal must be filed within 45 days of either the date upon which you receive written notification from the Insurer that it has upheld a denial of coverage or the date upon which you receive a written waiver of any internal appeal. The Insurer has no authority to grant an extension of this deadline.

More About Your Empire Plan Prescription Drug Program

Drug Utilization Review (DUR)

Prescription drugs can work wonders in curing ailments and keeping you healthy — often at a cost much lower than surgery or other procedures. But they can also cause serious harm when taken in the wrong dosage or in a harmful combination with another drug.

DUR identifies possible problems

Your Empire Plan Prescription Drug Program includes a Drug Utilization Review (DUR) program to check for possible inappropriate drug consumption, medical conflicts or dangerous medication interactions.

The DUR process

This review process generally asks:

- Is the Prescription written for the recommended daily dose?
- Is the patient already taking another drug that might conflict with the newly prescribed drug?
- Does the patient's prescription drug record indicate a medical condition that might be made worse by this drug?
- Has the age of the patient been taken into account in prescribing this medication?
- Is the patient taking a quantity of medication that is consistent with the Doctor's directions on the prescription?

When you use your card

When you use your Empire Plan Benefit Card at a Network Pharmacy or a Mail Service Pharmacy and the Pharmacist enters the information into the computer, the computer system will review your recent Empire Plan Prescription Drug Program medication history. If a possible problem is found, a warning message will be flashed to your Pharmacist.

The Pharmacist may talk with you and your Doctor. Once any issues are resolved, the appropriate medication can be dispensed.

Safety

In addition, a "behind the scenes" safety review is conducted to identify any potential drug therapy related problems. If a potential problem is detected the information is reviewed by a clinical Pharmacist who notifies your Doctor of the possible risks. If two prescribing Doctors are involved, both will be notified of the potential problem.

If, as the result of DUR, it is determined that a member may be using prescription medications in a harmful or abusive manner or with harmful frequency, the Plan reserves the right to limit an enrollee to the use of a single network pharmacy plus the Mail Service Pharmacy.

This process helps your Doctor make more informed decisions about your prescription drugs.

Refill Too Soon

A key component of the DUR safety process implemented for this Program is the application of the "refill too soon" (RTS) edit for all claims submitted under the Program. The RTS program ensures that The Empire Plan Prescription Drug Program provides safety and utilization review across all supply chains; Network Pharmacy claims, Mail Service Pharmacy claims and Non-Network Pharmacy claims processed for an individual enrollee. Upon processing of an incoming claim, the previous 180 days of an enrollee's prescription drug claim history are reviewed by the systematic RTS criteria. The RTS edit will cause the claim to reject if the enrollee has consumed (based on days supply) less than 75 percent of their medication on a cumulative basis over the past 180 days. When a claim is rejected, the Pharmacist is sent a message indicating the next refill date for the enrollee. The RTS will also take into account the cumulative days supply on hand.

Confidential Service

Confidentiality is key. You can be assured that these reviews are confidential and that pertinent information is shared only with your Pharmacist and Doctor or as permitted or required by law.

Education is the Right Prescription

For patients

It's important that you understand the drugs being prescribed for you – what they will do and how they should be taken. To help you with that understanding, The Empire Plan Prescription Drug Program has a patient education program.

For doctors

To help your Doctor keep up to date on the most current information on prescription drugs, The Empire Plan has a doctor education program.

Notes

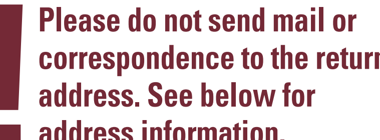
Notes

Important. Prescription Drug Certificate Amendment For the Enrollee, Enrolled Spouse/Domestic Partner and Other Enrolled Dependents

PEF Book/Certificate Amendment - January 2009

State of New York
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, New York 12301-1068
https://www.cs.state.ny.us

CHANGE SERVICE REQUESTED



It is the policy of the State of New York Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service Web site (https://www.cs.state.ny.us). Click on Employee Benefits for timely information that meets universal accessibility standards adopted by New York State for NYS Agency Web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA enrollees may call the Employee Benefits Division at (518) 457-5754 (Albany area) or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands.)

NY0824 *GIB-EMPIRE PLAN/PEF/09-2*

This *Empire Plan Certificate Amendment* is published by the Employee Benefits Division of the State of New York Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits through The Empire Plan.

NYSHIP
New York State Health Insurance Program

State of New York
Department of Civil Service
Employee Benefits Division
Albany, New York 12239
518-457-5754 (Albany area)
1-800-833-4344
(U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.state.ny.uss

IMPORTANT INFORMATION ABOUT THE NEW YORK STATE HEALTH INSURANCE PROGRAM

This Amendment is for employees represented by Public Employees Federation and enrolled in The Empire Plan.

Benefit changes that are mailed to you are also posted on our web site, https://www.cs.state.ny.us. Click on Benefit Programs, then NYSHIP Online. Choose your group, if prompted, and click on Using Your Benefits. Select the Publications link.

SEHP

Student Employee Health Plan

The New York State Health Insurance Program's Student Employee Health Plan (SEHP)

For Graduate Student Employees and their enrolled dependents, COBRA enrollees with SEHP benefits and Young Adult Option enrollees

Call toll free 1-877-7-NYSHIP (1-877-769-7447)

For preauthorization of services or if you have questions about eligibility, providers or claims, call the Plan toll free and choose the program you need. Medical/Surgical Program representatives are available Monday through Friday, 8 a.m. to 4:30 p.m. Eastern time and Hospital Program representatives are available Monday through Friday 8 a.m. to 5 p.m. Eastern time. Mental Health and Substance Abuse and Prescription Drug Program representatives are available 24 hours a day, seven days a week. This number is for both The Empire Plan (another NYSHIP plan) and NYSHIP SEHP (except for the NurseLine$_{SM}$ option, which is for The Empire Plan only). SEHP dental and vision care plans have separate toll-free numbers (see inside cover).

This guide briefly describes the principal NYSHIP SEHP benefits. It is not a complete description and is subject to change.

If you have questions about eligibility, enrollment procedures or the cost of health insurance, contact the Health Benefits Administrator (HBA) on your SUNY campus.

CUNY SEHP enrollees with questions may contact their Health Benefits Administrator (HBA) at the CUNY University Benefits Office.

State of New York Department of Civil Service
Employee Benefits Division
Alfred E. Smith State Office Building
Albany, NY 12239
https://www.cs.ny.gov

Summary of Benefits

JANUARY 1, 2012

Benefit Summary

The NYSHIP Student Employee Health Plan (SEHP) is a health insurance plan for CUNY and SUNY graduate and teaching assistant employees and their families. The Plan provides medical, dental and vision care benefits.

What's New

- The **Combined Annual Coinsurance Maximum** for Network and Non-network services, Basic Medical, Mental Health and Substance Abuse and Prescription Drugs has increased from $750,000 to $1,250,000.
- The **Annual Deductible** is now $100 per person per plan year for Hospital, Medical and Mental Health and Substance Abuse combined.
- **2012 Empire Plan Flexible Formulary**

Contact Information

Hospital Program
Empire BlueCross BlueShield
New York State Service Center, P.O. Box 1407, Church Street Station
New York, NY 10008-1407

Medical/Surgical Program
UnitedHealthcare
P.O. Box 1600, Kingston, NY 12402-1600

Mental Health and Substance Abuse Program
OptumHealth Behavioral Solutions
P.O. Box 5190, Kingston, NY 12402-5190

Prescription Drug Program
The Empire Plan Prescription Drug Program
P.O. Box 5900, Kingston, NY 12402-5900

Dental Care Plan
GHI, NYS Dental Service
P.O. Box 12365, Albany, NY 12212-2365

Vision Care Plan
Davis Vision
711 Troy Schenectady Rd, Suite 301, Latham NY 12110

Teletypewriter (TTY) numbers for callers who use a TTY because of a hearing or speech disability:

Hospital Program.......TTY only 1-800-241-6894
Medical/Surgical Program.......TTY only 1-888-697-9054
Mental Health and Substance Abuse Program.......TTY only 1-800-855-2881
Prescription Drug Program.......TTY only 1-800-759-1089

Quick Reference

The NYSHIP Student Employee Health Plan (SEHP) is a health insurance plan for CUNY and SUNY graduate and teaching assistant employees and their families. The Plan has six main parts:

(1) Hospital Program
insured and administered by Empire BlueCross BlueShield

Provides coverage for inpatient and outpatient services provided by a hospital or birthing center and for hospice care. Also provides inpatient Benefits Management Program services for preadmission certification of scheduled hospital admissions or within 48 hours after an emergency or urgent admission.

Services provided by Empire HealthChoice Assurance, Inc., a licensee of the BlueCross and BlueShield Association, an association of independent BlueCross and BlueShield plans.

(2) Medical/Surgical Program
insured and administered by UnitedHealthcare

Provides coverage for medical services, such as office visits, surgery and diagnostic testing under the network and non-network programs. Coverage for chiropractic care and physical therapy is provided through the Managed Physical Medicine Program. Home care services provided in lieu of hospitalization and diabetic supplies provided by the Home Care Advocacy Program (HCAP). Benefits Management Program services for Prospective Procedure Review for MRI, MRA, CT, PET scan and Nuclear Medicine tests.

(3) Mental Health and Substance Abuse Program
insured by UnitedHealthcare and administered by OptumHealth Behavioral Solutions (OptumHealth)

Provides coverage for inpatient and outpatient mental health and substance abuse services. Also provides preadmission certification of inpatient and outpatient services, concurrent reviews, case management and discharge planning.

(4) Prescription Drug Program
insured and administered by UnitedHealthcare

UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Solutions, Inc. (Medco) for services including the pharmacy network and mail pharmacy services.

Provides coverage for prescription drugs dispensed through Empire Plan participating pharmacies, the mail service pharmacy and non-participating pharmacies.

(5) Dental Care Plan
administered by GHI 1-800-947-0101

Provides coverage for dental examinations, cleaning and bitewing X-rays. Also provides discounts on other services.

(6) Vision Care Plan
administered by Davis Vision 1-888-588-4823

Provides coverage for routine eye examinations, eyeglasses or contact lenses.

2012 SEHP Copayments at a Glance

Medical/Surgical Program*

Participating Provider Program

$10 copayment - office visit, office surgery, urgent care visit, contraceptive drugs and devices (injections, insertions or other physician intervention provided during visit subject to additional copayment), infertility treatment visit, allergy testing, mammography, cervical cytology screening.

$10 copayment - diagnostic laboratory tests and radiology (not performed during an office visit)

$10 copayment - ambulatory surgical center (including same day on-site testing and anesthesiology)

Chiropractic Treatment or Physical Therapy Services (Managed Physical Medicine Program)

$10 copayment - office visit, up to 15 chiropractic visits per person per calendar year; up to 60 physical therapy visits per diagnosis

$10 copayment - diagnostic laboratory tests or radiology

*Note: some medically necessary services are paid in full; others are subject to copayment or a 15-visit per person per calendar year limit.

Hospital Program

$15 copayment - surgery, diagnostic radiology, diagnostic laboratory tests, bone mineral density screening and administration of Desferal for Cooley's Anemia in the hospital outpatient department of a network hospital or an extension clinic (including outpatient surgical locations)

$25 copayment - emergency room care

$200 copayment - per admission for covered inpatient hospital stays

$10 copayment - per visit for medically necessary physical therapy (following related hospitalization or surgery); up to 60 visits

Mental Health and Substance Abuse Program

$10 copayment - visit to network practitioner, for up to 15 visits per person per calendar year (for visits 16 and beyond, non-network outpatient coverage applies)

$25 copayment - emergency room care

$200 copayment - per admission for covered network, inpatient mental health stay or inpatient care in a residential treatment center, group home or halfway house

Prescription Drug Program**

Up to a 30-day supply from a participating retail pharmacy, mail service or designated specialty pharmacy:

$5 copayment - Level 1 or generic drug

$15 copayment - Level 2 or preferred brand-name drug

$40 copayment - Level 3 or non-preferred brand-name drug

31 to 90-day supply through the mail service or designated specialty pharmacy:

$5 copayment - Level 1 or generic drug

$20 copayment - Level 2 or preferred brand-name drug

$65 copayment - Level 3 or non-preferred brand-name drug

** Oral chemotherapy drugs for the treatment of cancer do not require a copayment.

Dental Care

$20 copayment - participating provider visit

$10 copayment - filling

Vision Care

$10 copayment - routine eye exam

Preventive Care Services

Annual Benefit Maximum

For all services combined, including network and non-network hospital, medical, mental health and substance abuse, and prescription drugs, there is one annual maximum of $1,250,000.

All services must be medically necessary. "Allowable amount" means the amount you actually paid for medically necessary services covered under SEHP, or the network allowance as determined by the carriers, whichever is lower.

Benefits Management Program

for preadmission certification

If NYSHIP SEHP coverage is primary for you or your covered dependents:

You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program:

- Before a scheduled (non-emergency) hospital admission
- Before a maternity hospital admission
- Within 48 hours or as soon as reasonably possible after an emergency or urgent hospital admission.

If you do not call, or if the Hospital Program does not certify the hospitalization, the Plan pays up to 50 percent of the allowable amount after your $200 copayment. If the Hospital Program does not certify the hospitalization, you will be responsible for the entire cost of care determined not to be medically necessary.

for Prospective Procedure Review - MRI, MRA, CT, PET scan or Nuclear Medicine Tests

If NYSHIP SEHP coverage is primary for you or your covered dependents:

You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program for prior authorization before having a scheduled (non-emergency) Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computerized Tomography (CT), Positron Emission Tomography (PET) scan or a Nuclear Medicine test, unless you are having the test or procedure as an inpatient in a hospital. If you do not call, your out of pocket cost will be substantially higher.
If the test is determined not to be medically necessary, you will be responsible for the entire cost.

Hospital Program

The Hospital Program pays for covered services provided in an inpatient or outpatient hospital setting or hospice organization. The covered services are the same for network and non-network hospitals, however network and non-network benefits differ, as described below. The Medical/Surgical Program provides benefits for certain medical and surgical care provided in a hospital setting when it is not covered by the Hospital Program. Call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program if you have questions about your hospital benefits, coverage or an Explanation of Benefits (EOB) Statement.

Hospital Inpatient • *Semi-Private Room or Birthing Center*

for preadmission certification

Network Coverage

Copayment: $200 per person per admission; new copayment required if hospitalization occurs more than 90 days after previous discharge.

Coverage Level: The Plan pays 100 percent of allowable amount after you pay the copayment.

Unlimited days for covered medical or surgical care in a hospital, including inpatient detoxification.

Maternity Care: First 48 hours of hospitalization for mother and newborn after any delivery other than a cesarean section or first 96 hours following a cesarean section are presumed medically necessary and covered at the same copayment and coverage level as other inpatient admissions. If you choose early discharge following delivery, you may request one paid-in-full home care visit.

Non-network Coverage

Copayment: $200 per person per admission; new copayment required if hospitalization occurs more than 90 days after previous discharge.

Coverage Level: The Plan pays 80 percent of allowable amount after you pay the copayment. You are responsible for the balance.

Unlimited days for covered medical or surgical care in a hospital, including inpatient detoxification.

Maternity Care: First 48 hours of hospitalization for mother and newborn after any delivery other than a cesarean section or first 96 hours following a cesarean section are presumed medically necessary. The Plan pays 80 percent of the allowable amount after you pay the copayment. You are responsible for the balance.

Hospital Outpatient

Network Coverage

Surgery, diagnostic radiology, diagnostic laboratory tests, bone mineral density screening and administration of Desferal for Cooley's Anemia in the hospital outpatient department of a network hospital (or an extension clinic, including outpatient surgical locations) are subject to one copayment of $15 per visit. The copayment is waived if you are admitted as an inpatient directly from the outpatient department.

Paid-in-full benefits for chemotherapy, radiation therapy or dialysis and for preadmission testing and/or presurgical testing prior to an inpatient admission.

You must have prior authorization for an MRI, MRA, CT, PET scan or a Nuclear Medicine test (see page 3).

$10 copayment per visit for up to 60 visits for medically necessary physical therapy following a related hospitalization or related inpatient or outpatient surgery.

Non-network Coverage

Deductible: The combined annual deductible of $100 per covered individual applies.

Coinsurance: The Plan pays 80 percent of allowable amount after you meet the $100 deductible.

Same as network coverage

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Non-network physical therapy subject to combined $100 annual deductible per covered individual.

Medically necessary physical therapy coverage available under the Managed Physical Medicine Program when not covered under the Hospital Program. See page 10 for coverage information.

Emergency room services, including use of the facility for emergency care and services of the attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram and pathology services are subject to one copayment of $25 per visit. The copayment is waived if you are admitted as an inpatient directly from the emergency room.

Emergency is defined as the sudden onset of symptoms of sufficient severity, including severe pain, that a prudent layperson could reasonably expect the absence of immediate care to put the person's life in jeopardy or cause serious impairment of bodily functions.

Emergency Care: Network coverage applies.

Infertility

Network Coverage

The following services provided in the inpatient or outpatient departments of a hospital are covered: artificial/intra-uterine insemination, inpatient and/or outpatient surgical or medical procedures, performed in the hospital, which would correct malfunction, disease or dysfunction resulting in infertility and associated diagnostic tests and procedures including but not limited to those described in New York State Insurance Law as set forth in Chapter 82 of the Laws of 2002.

Non-network Coverage

Outpatient Infertility Treatment: The Plan pays 80 percent of the allowable amount after you pay the $100 deductible.

Inpatient Infertility Treatment: The Plan pays 80 percent of the allowable amount after you pay the $200 copayment.

Hospice Care

Network Coverage

Paid-in-full benefit for up to 210 days when provided by an approved hospice program.

Non-network Coverage

Plan pays up to 100 percent of allowable amount for up to 210 days.

Medical/Surgical Program

The Medical/Surgical Program pays for covered medical/surgical services by physicians and other covered providers under either network or non-network coverage. Some medically necessary services are paid in full; others are subject to copayment or to a 15-visit per person limit. **Note:** Any visit you make to your SUNY Campus Student Health Center (which is not a network provider), does not count toward the 15-visit per person limit or network dollar maximum. (This does not apply to CUNY SEHP enrollees). Call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical/Surgical Program if you have questions about your coverage.

Network Coverage

Some covered services received from a network provider are paid in full and others are subject to a copayment as described below.

The Plan does not guarantee that participating providers are available in all specialties or geographic locations.

To learn whether a provider participates, check with the provider directly, call the Plan and choose the Medical Program or visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online then click on Find a Provider.

Always confirm the provider's participation **before** you receive services.

Non-network Coverage

Annual Deductible: Subject to combined $100 annual deductible per covered individual.

Coinsurance: Plan pays 80 percent of allowable amount for covered services after you meet the annual deductible.

Inpatient in a Hospital or Birthing Center

Network Coverage

Covered services received from a network provider while you are an inpatient are paid in full and do not count toward the 15-visit per person limit.

Paid-in-full benefit for preadmission testing and/or presurgical testing prior to an inpatient admission, radiology, anesthesiology and pathology.

Non-network Coverage

Non-network deductible and coinsurance apply for covered services by a non-network provider.

Same as network coverage.

Outpatient Department of a Hospital

Network Coverage

Paid-in-full benefits for covered outpatient services provided in the outpatient department of a hospital by a network provider.

For medical emergency: paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram and pathology services when these services are not covered by the Hospital Program. Services of other participating physicians are also paid-in-full.

Non-network Coverage

Non-network deductible and coinsurance apply for covered services by a non-network provider.

For medical emergency: paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram and pathology services when these services are not covered under the Hospital Program. Services of other physicians who are non-network are subject to the deductible but not coinsurance. Charges above the allowable amount are not covered.

Outpatient Department of a Hospital, continued

Network Coverage

Paid-in-full benefit for preadmission testing and/or presurgical testing prior to an inpatient admission, chemotherapy, anesthesiology, radiology, pathology or dialysis when not covered by Empire BlueCross BlueShield; does not count toward 15-visit per person limit.

Non-network Coverage

Plan pays up to 100 percent of allowable amount.

Doctor's Office Visit, Office Surgery, Laboratory and Radiology

Network Coverage

You have network coverage for up to 15 visits per person per calendar year to a participating provider, subject to a $10 copayment per visit. The copayment includes diagnostic laboratory tests and radiology done during the office visit.

The following types of office visits and services are paid in full and do not count toward the 15-visit per person limit: dialysis, chemotherapy and radiation therapy, well-child care, prenatal and postnatal office visits included in your provider's delivery charge. Prenatal and postnatal office visits that are not included in the delivery charge are subject to a $10 copayment but do not count toward 15-visit per person limit.

Diagnostic laboratory tests and radiology not performed during an office visit, including interpretation of mammograms and analysis of cervical cytology screening, are covered subject to a $10 copayment and do not count toward the 15-visit per person limit.

Office-based surgery visits are subject to copayment and count toward the 15-visit per person limit.

Visit to a participating Urgent Care Center are subject to a $10 copayment and do not count toward the 15-visit per person limit.

You must have prior authorization for an MRI, MRA, CT, PET scan or a Nuclear Medicine test (see page 3).

Non-network Coverage

Non-network deductible and coinsurance apply for covered services received from non-participating providers or after the 15th visit to a participating provider subject to the limit.

Doctor's Office Visit, Office Surgery, Laboratory and Radiology *continued*

Network Coverage

Contraceptive Drugs and Devices: $10 copayment for required injections, insertion or other physician intervention provided during an office visit. (This copayment is in addition to your $10 copayment for the office visit.)

Infertility Treatment: $10 copayment for covered services such as artificial/intrauterine insemination (See Infertility on page 5) provided during an office visit.

Second Surgical Opinion: $10 copayment for one out-of-hospital specialist consultation in each specialty field per condition per calendar year; counts toward 15-visit per person limit. One paid-in-full in-hospital consultation in each field per confinement.

Second Opinion for Cancer Diagnosis: $10 copayment for a second medical opinion by an appropriate specialist in the event of a positive or negative diagnosis of cancer or recurrence of cancer or a recommendation of course of treatment for cancer.

Non-network Coverage

Contraceptive Drugs and Devices: Covered drugs and devices are the same as under network coverage; deductible and coinsurance apply.

Infertility Treatment: Covered services (see page 5) are subject to deductible and coinsurance.

Second Surgical Opinion: Same limits apply as under network coverage; deductible and coinsurance apply.

Second Opinion for Cancer Diagnosis: Covered services are the same as under network coverage; deductible and coinsurance apply.

Routine Health Exams

Network Coverage

Same as non-network coverage.

Non-network Coverage

Routine Physicals are covered once every two years for the active employee under age 40, or annually for the active employee over age 40. The Plan pays 80 percent of the allowable amount for covered services. There is no coverage for routine health exams for a spouse or domestic partner. This benefit is not subject to copayment or 15-visit per person limit or deductible.

Allergy Care

Network Coverage

Office visits are covered subject to a $10 copayment and count toward 15-visit per person limit. No separate copayment for basic skin tests done during an office visit. Tests provided on different date or different location require a separate $10 copayment, but do not count toward 15-visit per person limit. Allergy injections and extracts are not covered; see *Exclusions,* page 18.

Non-network Coverage

Not covered

Routine Well-Child Care

Network Coverage

Paid-in-full benefit for children up to age 19 including examinations and immunizations administered pursuant to pediatric guidelines. Well-child care visits do not count toward the 15-visit per person limit.

Non-network Coverage

Plan pays 100 percent of allowable amount. This benefit is not subject to deductible or coinsurance.

Mammograms and Cervical Cytology Screening

Network Coverage

$10 copayment for mammography received from a network provider following recommended guidelines; $10 copayment for cervical cytology screening. (Also see Hospital Outpatient, page 5.)

Non-network Coverage

Plan pays 80 percent of allowable amount after you meet the annual deductible.

Pregnancy Termination

Network Coverage

Paid-in-full benefit; does not count toward 15-visit per person limit.

Non-network Coverage

Plan pays 80 percent of allowable amount after you meet the annual deductible.

Ambulatory Surgical Center

Network Coverage

$10 copayment covers facility, same-day on-site testing and anesthesiology charges for covered services at a participating surgical center.

Non-network Coverage

Plan pays 80 percent of allowable amount after you meet the annual deductible.

Ambulance Service

Network Coverage

Plan pays for local commercial ambulance charges for emergency transportation, subject to a $15 copayment.

Non-network Coverage

Same as Network Coverage.

Emergency Ambulance Transportation is covered when the service is provided by a licensed ambulance service to the nearest hospital where emergency care can be performed and ambulance transportation is required because of an emergency condition.

Enteral Formulas; Modified Solid Food Products

Network Coverage

Same as non-network coverage.

Non-network Coverage

For prescribed enteral formulas, Plan pays up to 80 percent of allowable amount after you meet the annual deductible. For certain prescribed modified solid food products, Plan pays up to 80 percent of allowable amount after you meet the annual deductible, up to a total maximum reimbursement of $2,500 per covered person per calendar year.

Managed Physical Medicine Program

administered by Managed Physical Network (MPN)

Chiropractic Treatment and Physical Therapy

Network Coverage ***(When you use MPN)***
You pay a $10 copayment for each office visit to an MPN provider. You pay an additional $10 copayment for related radiology and diagnostic laboratory services billed by the MPN provider.

Chiropractic Treatment: Up to 15 visits per person per calendar year.

Physical Therapy: Up to 60 visits per diagnosis, if determined by MPN to be medically necessary.

Access to network benefits is guaranteed for chiropractic treatment and physical therapy. If there is no network provider in your area, call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program.

Non-network Coverage ***(When you don't use MPN)***
Annual Deductible: Subject to $100 deductible per covered individual. This deductible is separate from other plan deductibles.

Coinsurance: Plan pays up to 80 percent of allowable amount after you meet the annual deductible. Non-network benefits for covered services received from non-network providers, or after the 15th chiropractic visit per year, or after the 60th physical therapy visit per diagnosis, by a network provider.

Program requirements apply even if Medicare or another health insurance plan is primary.

Home Care Advocacy Program *(HCAP)*

Home Care Services in Lieu of Hospitalization and Diabetic Equipment/Supplies

for prior authorization

Network Coverage ***(When you use HCAP)***
Home care services provided in lieu of hospitalization are paid in full for 365 visits. To receive this benefit, you must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program then HCAP for prior authorization.

Diabetic equipment and supplies, including insulin pumps and Medijectors are paid in full. To receive diabetic equipment and supplies, (except insulin pumps and Medijectors) call The Empire Plan Diabetic Supplies Pharmacy at **1-888-306-7337**. For insulin pumps and Medijectors you must use a network provider. Call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program then HCAP for prior authorization.

Important: If Medicare is your primary coverage, and you do not use a Medicare contracted provider, your benefits will be further reduced.

Non-network Coverage ***(When you don't use HCAP)***
Home care services are not covered unless precertified. If precertified, Plan pays 80 percent of allowable amount after you meet the annual deductible.

Diabetic equipment and supplies are covered up to 100 percent of allowable amount; not subject to deductible and coinsurance.

Program requirements apply even if Medicare or another health insurance plan is primary.

Mental Health and Substance Abuse Program

to ensure the highest level of benefits

Call the Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose the Mental Health and Substance Abuse Program before seeking any treatment for mental health or substance abuse, including alcoholism. The Mental Health and Substance Abuse Program's Clinical Referral Line is available 24 hours a day, every day of the year. By following the Program requirements for network coverage, you will receive the highest level of benefits. Access to network benefits is guaranteed.

In an emergency, the Mental Health and Substance Abuse Program will either arrange for an appropriate provider to call you back (usually within 30 minutes) or direct you to an appropriate facility for treatment. In a life-threatening situation, go to the emergency room. If you are admitted as an inpatient, you or someone acting on your behalf should call the Mental Health and Substance Abuse Program within 48 hours or as soon as reasonably possible after an emergency mental health or substance abuse hospitalization.

Program requirements apply even if Medicare or another health insurance plan is primary.

Only treatment determined medically necessary by OptumHealth is covered.

If you are in treatment for mental health or alcohol/substance abuse at the time your NYSHIP SEHP coverage begins, please contact OptumHealth for help in making the transition to your NYSHIP coverage.

Facility Charges

Network Coverage

Inpatient care in an Approved General Acute or Psychiatric Hospital or Clinic: inpatient and partial hospitalization, intensive outpatient and day treatment programs, 23 hour extended and 72 hour crisis beds.

Copayment: $200 per person per admission; new copayment required if admission occurs more than 90 days after the previous admission. Coverage level: The Plan pays up to 100 percent of the network allowance after you pay the copayment.

Inpatient care in a Residential Treatment Center, Group Home or Halfway House. Coverage for up to 30 days per person per year in an approved facility. $200 copayment per admission; new copayment required if admission occurs more than 90 days after the previous admission. Coverage level: Plan pays up to 80 percent of the network allowance after the copayment. You pay the remaining balance.

Hospital Emergency Room: You pay a $25 copayment (waived if you are admitted as an inpatient directly from the emergency room).

Non-network Coverage

Inpatient care in an Approved General Acute or Psychiatric Hospital or Clinic: inpatient and partial hospitalization, intensive outpatient and day treatment programs, 23 hour extended and 72 hour crisis beds.

Copayment: $200 per person per admission; new copayment required if admission occurs more than 90 days after the previous admission. Coverage level: The Plan pays 80 percent of the allowable amount after you pay the copayment. You pay the remaining balance.

Inpatient care in a Residential Treatment Center, Group Home or Halfway House. Not a covered benefit.

Hospital Emergency Room: Same as network benefits.

Practitioner Visits

Network Coverage

Network coverage for up to 15 visits per person per calendar year to a network practitioner, subject to a $10 copayment per visit. You pay the copayment. For visit 16 and beyond, non-network outpatient coverage applies.

Non-network Coverage

Non-network benefits for covered services received from non-network practitioners or after the 15th visit to a network practitioner subject to combined $100 annual deductible per covered individual. Plan pays 80 percent of OptumHealth's allowable amount for covered services after the deductible. You pay the deductible and the remaining balance.

Prescription Drug Program

Benefit Maximum

Prescription drug coverage is included in the combined $1,250,000 annual benefit maximum.

Copayments

You have the following copayments for drugs purchased from a participating pharmacy or through the mail service pharmacy.

Up to a 30-day supply from a Participating Pharmacy, Mail Service Pharmacy or designated Specialty Pharmacy

Level 1 or
Generic Drug.. $5

Level 2 or
Preferred Brand-name Drug.. $15

Level 3 or
Non-preferred Brand-name Drug $40

31- to 90-day supply through the Mail Service Pharmacy or designated Specialty Pharmacy

Level 1 or
Generic Drug.. $5

Level 2 or
Preferred Brand-name Drug.. $20

Level 3 or
Non-preferred Brand-name Drug $65

Note: Oral chemotherapy drugs for the treatment of cancer do not require a copayment.

When you fill a prescription for a covered brand-name drug that has a generic equivalent, you pay the Level 3 non-preferred brand-name copayment plus the difference in cost between the brand-name drug and the generic (ancillary charge), not to exceed the full retail cost of the drug. Certain drugs are excluded from this requirement. You pay only the applicable copayment for these brand-name drugs with generic equivalents: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid, Tegretol, and Tegretol XR. You have coverage for prescriptions for more than a 30-day supply through the mail service pharmacy or designated specialty pharmacy. Oral contraceptives are covered as brand-name or generic. Prescriptions may be refilled for up to one year.

Note: At certain SUNY Campus Student Health Centers, SUNY SEHP enrollees and/or their dependents are able to fill prescriptions for a $7 copayment for up to a 30-day supply. See your Health Benefits Administrator for more information. (This does not apply to CUNY SEHP enrollees.)

Mail Service Pharmacy

You may fill your prescription by mail through the mail service pharmacy by using the mail service envelope. For envelopes and refill orders, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Prescription Drug Program. To refill a prescription on file with the mail service pharmacy, you may order by phone or download order forms online at the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider and scroll down to Mail Service Pharmacy Mail-Order Form.

Non-Participating Pharmacy

If you do not use your benefit card at a participating or non-participating pharmacy and pay the full retail cost of your prescription, you must submit a claim for reimbursement to The Empire Plan Prescription Drug Program, c/o Medco, P.O. Box 14711, Lexington, KY, 40512. If your prescription was filled with a generic drug or a covered brand-name drug with no generic equivalent, you will be reimbursed up to the amount the program would reimburse a participating pharmacy for that prescription. If your prescription was filled with a covered brand-name drug that has a generic equivalent, you will be reimbursed up to the amount the program would reimburse a participating pharmacy for filling the prescription with that drug's generic equivalent. In most cases, you will not be reimbursed the total amount you paid for the prescription.

Specialty Pharmacy Program

The Empire Plan Specialty Pharmacy Program offers individuals using specialty drugs enhanced services including disease and drug education, compliance management, side-effect management and safety management. Most specialty drugs will only be covered when dispensed by The Empire Plan's designated specialty pharmacy, Accredo, a subsidiary of Medco. Also included in this Program are expedited, scheduled delivery of your medications at no additional charge, refill reminder calls and all necessary supplies such as needles and syringes applicable to the medication.

For a complete list of specialty medications included in the Specialty Pharmacy Program, visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider, scroll down to Prescription Drug Program and then select Specialty Drug Program to see a complete list of specialty medications included in the Specialty Pharmacy Program. Specialty medications must be ordered through the Specialty Pharmacy Program using the Medco Pharmacy Mail-Order Form. Prior authorization is required for some specialty medications.

To request mail service envelopes, refills or to speak to a specialty-trained pharmacist or nurse regarding the Specialty Pharmacy Program, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose The Empire Plan Prescription Drug Program and ask to speak with Accredo, 24 hours a day, seven days a week.

Prior Authorization Required

You must have prior authorization for the following drugs, including generic equivalents:

- Abstral
- Actemra
- Actiq
- Adcirca
- Amevive
- Ampyra
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Dysport
- Egrifta
- Enbrel
- Epogen/Procrit
- fentanyl citrate powder
- Fentora
- Flolan
- Forteo
- Gilenya
- Growth Hormones
- Humira
- Incivek
- Immune Globulins
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Lazanda
- Letairis
- Makena
- Myobloc
- Nuvigil
- Onsolis
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Ribavirin
- Simponi
- Sporanox
- Stelara
- Synagis
- Tracleer
- Tysabri
- Tyvaso
- Veletri
- Ventavis
- Victrelis
- Weight Loss Drugs
- Xeomin
- Xolair
- Xyrem

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. Compound Drugs that have a claim cost to the Program that exceeds $100 will also require prior authorization under this Program. The above list of drugs is subject to change as drugs are approved by the Food and Drug Administration and introduced into the market. For the most current Empire Plan drug list, prior authorization requirements, or the current list of drugs requiring authorization, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Prescription Drug Program. Or, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to NYSHIP Online. Select Find a Provider and scroll to Prescription Drug Program and click The Empire Plan: Drugs that Require Prior Authorization.

Half Tablet Program

The Half Tablet Program can dramatically lower your costs on select medications that you take on a regular basis. To participate in the Program, your doctor must write a new prescription for twice the dosage and half the quantity. Then when you fill the prescription, you will automatically pay only half your usual copayment. Split each tablet and take half to get your usual dosage at half the cost. To see a list of medications available under this program, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov and select Benefit Programs. Follow the prompts to access NYSHIP Online and choose Find a Provider. Scroll to the Prescription Drug Program links and click on Empire Plan Half Tablet Program. The Empire Plan will provide participants with one free tablet splitter by mail upon request.

Flexible Formulary

The Empire Plan Prescription Drug Program has a flexible formulary for prescription drugs. The Empire Plan Flexible Formulary drug list is designed to provide enrollees and the Plan with the best value in prescription drug spending. This is accomplished by:

- excluding coverage for a small number of drugs;
- placing brand-name drugs that provide the best value to the Plan on the Flexible Formulary drug list; and
- applying the highest copayment to non-preferred brand-name drugs that provide no clinical advantage over generic or preferred brand-name drug alternatives.

2012 Flexible Formulary Changes

Certain drugs have been added to the list of drugs excluded from coverage under the 2012 Flexible Formulary. A list of accepted alternatives to these excluded drugs, along with a complete list of all excluded drugs, is available online. Visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Using Your Benefits and then 2012 Empire Plan Flexible Formulary.

New prescription drugs may be subject to exclusion when they first become available on the market. Check the web site for current information regarding exclusions of newly launched prescription drugs. Coverage for prescription drugs excluded under the benefit plan design are not subject to exception. This includes prescription medications excluded from coverage under the Empire Plan Flexible Formulary.

Newly Excluded drugs:

- Androgel
- Analpram Advanced Kit
- Aricept 23mg
- Cambia
- Centany AT
- Clindacin PAC
- Jalyn
- Morgidox Kit
- Orbivan
- Pacnex HP/Pacnex LP/Pacnex Mx
- Pennsaid
- Rybix ODT
- Silenor
- Sumaxin TS
- Tobradex ST
- Tribenzor
- Tricor
- Trilipix
- Uramaxin GT
- Veltin
- Vimovo
- Xerese
- Zuplenz
- Zyclara

An excluded drug is not subject to any type of appeal or coverage review, including a medical necessity appeal.

SEHP Dental Care Benefit Summary

Dental Program

Each visit is subject to a $20 copayment, up to two visits per 12-month period when you visit a participating provider in the SEHP dental program for covered services.

Covered Services

- Initial examination, including charting
- Periodic examination
- Cleaning
- Bitewing X-rays, maximum four X-rays per year

Up to two fillings per 12-month period are covered subject to a $10 copayment per filling when you visit a participating provider in the SEHP dental program.

Participating Provider: To locate a participating provider in the SEHP dental program, you can link to the GHI web site by accessing https://www.cs.ny.gov. From the home page, click on Other Benefits and then choose Dental, or call **1-800-947-0101**.

GHI's Discounted Dental Access Program

When you enroll in the SEHP dental program you are automatically enrolled in GHI's Discounted Dental Access Program. If you utilize a provider who participates in the GHI Discounted Dental Access Program (and receive services other than the covered services above), you are required to pay the provider directly for all care received, and your liability is reduced to a prearranged discounted access rate. You are not subject to precertification or eligibility verification when you utilize the discounted program.

Participating Provider: To locate a participating provider in the GHI Discounted Dental Access Program, please call GHI's Dedicated Customer Service Center at **1-800-947-0101** for a list or a CD-ROM identifying GHI Discounted Dental Access Program participating providers.

Administration

For **Eligibility** questions, please contact the Health Benefits Administrator (HBA) on your campus.

For **Customer Service**, please contact GHI's Dedicated Customer Services Center at **1-800-947-0101** after you have enrolled.

Correspondence: Please direct your correspondence to:
GHI, Attn: NYS Dental Customer Service, P.O. Box 12365, Albany, NY 12212-2365
Please be sure to include your identification number on all correspondence.

ID Card: If you go to a provider who participates in the SEHP dental program and/or the GHI Discounted Dental Access Program, present your GHI identification card before you receive services.

SEHP Vision Care Benefit Summary

Network Benefits

A routine eye examination (subject to a $10 copayment) is covered once in any 24-month period (based on your last date of service).

A limited selection of frames and lenses or daily wear, disposable or planned replacement contact lenses offered by a participating provider at the time and place of an eye exam will be paid in full. This benefit is available only once in any 24-month period. There is no coverage for services received from a non-participating provider.

To Confirm Eligibility or Locate a Network Provider

Contact Davis Vision, the plan administrator, at **1-888-588-4823** or link to their web site by accessing https://www.cs.ny.gov. Choose Benefit Programs then NYSHIP Online, and choose your group, if prompted. From the home page, click on Other Benefits and then choose Vision.

To Receive Services from a Network Provider

- Contact the network provider and schedule an appointment.
- Identify yourself as covered under the SEHP vision care program available through the NYS Vision Plan, which is administered by Davis Vision.
- Give the provider your name and date of birth, or member ID number.

The provider will confirm your eligibility and obtain an authorization to provide services. At the time of your appointment, be sure to pay the provider your $10 eye examination copayment.

Exclusions

Services not covered under the SEHP include, but are not limited to, the following:

- Combined expenses in excess of $1,250,000 for network and non-network hospital, medical, mental health and substance abuse, and prescription drugs;
- Care that is not medically necessary;
- Experimental or investigative procedures;
- Custodial care;
- Cosmetic surgery;
- Routine foot care;
- Sex change;
- Durable medical equipment and supplies unless provided under the Home Care Advocacy Program (HCAP);
- Prosthetics (except breast prostheses, which are paid in full);
- Orthotics;
- TMJ treatment (except when caused by a medical condition);
- Hearing aids;
- Weight loss treatment (except for otherwise covered medical care and prescription drugs for treatment of morbid obesity);
- Adult immunizations (except as part of a covered routine physical);
- Skilled nursing facility care including rehabilitation;
- Allergy extracts and injections;
- Inpatient alcohol and substance abuse rehabilitation;
- Psychological testing and evaluation and outpatient psychiatric second opinion;
- Drugs furnished solely for the purpose of improving appearance rather than physical function or control of organic disease;
- Reversal of sterilization; assisted reproductive technology and other infertility services (except artificial/intra-uterine insemination and other services for which coverage is mandated by New York State Insurance Law); cloning;
- Cardiac rehabilitation;
- Occupational therapy;
- Speech therapy.

Benefits On the Web

You'll find NYSHIP Online, the Employee Benefits Division home page, on the New York State Department of Civil Service web site at https://www.cs.ny.gov. Click on Benefit Programs and follow the prompts to NYSHIP Online.

On your first visit, you will be asked what group and benefit plan you have. Thereafter, you will not be prompted to enter this information if you have your cookies enabled. Cookies are simple text files stored on your web browser to provide a way to identify and distinguish the users of this site. If enabled, cookies will customize your visit to the site and group-specific pages will then display each time you visit unless you select Change Your Group on a toolbar near the top left of the page.

Without enabling cookies, when you select your group and health benefits plan to view your group-specific health insurance benefits, you will be required to reselect your group and benefits plan each time you navigate the health benefits section of the web site or revisit the site from the same computer at another time.

NYSHIP Online is a complete resource for your health insurance benefits, including up-to-date publications. You'll also find links to select Empire Plan carrier web sites. These web sites include the most current list of providers. You can search by location, specialty or name. Announcements, an event calendar, prescription drug information and handy contact information are only a click or two away.

Grandfathered Health Plans

Under the Patient Protection and Affordable Care Act, a grandfathered health plan is permitted to preserve certain basic health coverage that was already in effect when the Act was signed into law on March 23, 2010. Being a grandfathered health plan means that the plan may delay implementation of certain features of health care reform that apply to other non-grandfathered health plans. For example, the requirement for the provision of preventive health services without any cost sharing does not need to be included under a health care plan until the plan is no longer grandfathered. However, grandfathered health plans must comply with certain other consumer protections in the Act such as the elimination of lifetime limits on certain benefits.
The benefit package provided to your group is a grandfathered plan.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan status can be directed to the New York State Department of Civil Service Employee Benefits Division, Alfred E. Smith State Office Building, Albany, NY 12239. You may also contact the U.S. Department of Health and Human Services at www.healthcare.gov.

The *NYSHIP SEHP Summary of Benefits* is published by the Employee Benefits Division of the State of New York Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits. If you have questions, call 1-877-7-NYSHIP (1-877-769-7447) and choose the program you need.

NYSHIP
New York State Health Insurance Program

New York State Department of Civil Service
Employee Benefits Division, Albany, NY 12239

518-457-5754 (Albany area) 1-800-833-4344
(U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.ny.gov

This document provides a brief look at SEHP medical, dental and vision care benefits. If you have any questions or need claim forms, call the appropriate benefits carrier.

State of New York
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, NY 12301-1068
https://www.cs.ny.gov

Address Service Requested

Save this document

Information for the Enrollee, Enrolled Spouse/
Domestic Partner and Other Enrolled Dependents

SEHP Summary of Benefits – January 2012

! ***Please do not send mail or correspondence to the return address above. See boxed address on page 19.***

It is the policy of the State of New York Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service web site (https://www.cs.ny.gov). Check the web site for timely information that meets universal accessibility standards adopted by New York State for NYS agency web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA Enrollees: Contact the Employee Benefits Division at 518-457-5754 (Albany area) or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands).

This document was printed using recycled paper and environmentally sensitive inks. **NY0936** **SEHP-1/12**

Notice of Access to Women's Health Services

This notice is provided in accordance with the NYS Women's Health and Wellness Act. The Plan provides direct access to primary and preventive obstetric and gynecologic services for no fewer than two examinations annually. The Plan covers services required as a result of such examinations. The Plan covers services required as a result of an acute gynecologic condition. The Plan covers all care related to pregnancy. Benefits for these services are paid according to the terms of network or non-network coverage.

Benefits Management Program requirements apply. See page 3.

Annual Notice of Mastectomy and Reconstructive Surgery Benefits

The Plan covers inpatient hospital care for lymph node dissection, lumpectomy and mastectomy for treatment of breast cancer for as long as the physician and patient determine hospitalization is medically necessary. The Plan covers all stages of reconstructive breast surgery following mastectomy, including surgery of the other breast to produce a symmetrical appearance. The Plan also covers treatment for complications of mastectomy, including lymphedema and breast prostheses.

Benefits Management Program requirements apply. See page 3.

2010 NYSHIP Benefit Plan Comparison

Program Component	THE EXCELSIOR PLAN (An Empire Plan Option)		THE EMPIRE PLAN	
Hospital Benefits	**Network**	**Non-Network**	**Network**	**Non-Network**
Covered Inpatient Services *Preadmission Certification Required*	$250 deductible per stay for enrollee, $250 per stay for spouse/domestic partner, and $250 per stay for all dependent children combined (maximum of four deductibles per year for each) Paid-in-full after deductible.	No coverage in a non-network hospital except network benefits apply in the event of an emergency or when there is no network hospital available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.	Paid-in-full	Coinsurance of 10 percent of billed charges up to combined annual inpatient/outpatient maximum of $1,500 for enrollee, $1,500 for spouse/domestic partner, and $1,500 for all dependent children combined. Coinsurance maximums apply as follows: Enrollee pays the first $500, UnitedHealthcare reimburses the enrollee the next $500 of coinsurance (upon written request from enrollee), then the enrollee pays the final $500 of coinsurance.
Skilled Nursing Facility Care (No coverage if Medicare Primary)	Paid-in-full in an approved facility when medically necessary		Paid-in-full in an approved facility when medically necessary	
Hospice Care	Paid-in-full when provided by an approved network program		Paid-in-full when provided by an approved network program	
Outpatient chemotherapy, radiation therapy, dialysis, preadmission testing	Paid-in-full		Paid-in-full	
Covered Outpatient Services (diagnostic radiology/laboratory)	$75 copayment per visit		$40 copayment per visit	Coinsurance of 10 percent of billed charges or $75 (whichever is greater) up to combined annual inpatient/outpatient maximum of $1,500 for enrollee, $1,500 for spouse/domestic partner, and $1,500 for all dependent children combined. Coinsurance maximums apply as follows: Enrollee pays the first $500, UnitedHealthcare reimburses the enrollee the next $500 of coinsurance (upon written request from enrollee), then the enrollee pays the final $500 of coinsurance.
Covered Outpatient Surgery	$100 copayment per visit		$60 copayment per visit	
Physical Therapy Following Related Hospitalization or Inpatient/Outpatient Surgery	$30 copayment when medically necessary		$20 copayment when medically necessary	
Emergency Room Visit	$100 copayment (waived if admitted)	Network benefit applies	$70 copayment (waived if admitted)	Network benefit applies
Medical/Surgical Benefits	**Participating Providers**	**Non-Participating**	**Participating Providers**	**Non-Participating**
Physician Office Visits and covered services provided during office visit.	Single $30 copayment for all covered services provided during the visit and billed by the provider	Basic Medical Program: After annual deductible of $750 per enrollee, $750 per spouse/domestic partner, and $750 per all dependent children combined is met, Plan pays 80 percent of allowed amount for covered services. After coinsurance maximum of $2,500 is reached, Plan pays 100 percent of allowed amount for covered services. Allowed amount is based on Medicare reimbursement rates.	$20 copayment for each of the following services: Office visit/office surgery; laboratory/radiology; contraceptives (maximum two copayments per visit).	Basic Medical Program: After annual deductible of $375 per enrollee, $375 per spouse/domestic partner, and $375 per all dependent children combined is met, Plan pays 80 percent of reasonable and customary charges for covered services. After combined coinsurance maximum of $1,033 per enrollee, $1,033 per spouse/domestic partner, and $1,033 per all dependent children combined is met, Plan pays 100 percent of reasonable and customary charges.
Diagnostic Laboratory Services	Single $30 copayment for all covered services provided during the visit and billed by the provider		$20 copayment	
Diagnostic Radiology and Imaging Services (Certain radiology procedures subject to a Prospective Procedure Review)	$30 copayment per visit $75 copayment per visit for procedures subject to Prospective Procedure Review		$20 copayment	
Routine Pediatric Care	Paid-in-full		Paid-in-full	
Routine Newborn Care	Paid-in-full	Up to $100 not subject to deductible or coinsurance	Paid-in-full	Up to $150 not subject to deductible or coinsurance
Routine Health Exams	$30 copayment per visit	Basic Medical Benefits up to $50 per calendar year for an active employee age 50 or older. This benefit is not subject to deductible or coinsurance. There is no Basic Medical coverage for routine health exams for spouses, retirees, vestees or dependent survivors.	$20 copayment for the office visit. An additional $20 copayment for any laboratory/radiology services provided during the visit.	Basic Medical Benefits up to $250 per calendar year for active employees age 50 or older and their covered spouses/domestic partners. No coverage for retirees, vestees, or dependent survivors.
Adult Immunizations	$30 copayment per visit	No coverage	$20 copayment	No coverage
Outpatient Surgical Locations	$75 copayment per visit	Basic Medical Benefits	$30 copayment	Basic Medical Benefits
Emergency Ambulance Service	Local commercial ambulance covered except first $35		Local commercial ambulance covered except first $35	
Prostheses and Orthotic Devices	Paid-in-full	Basic Medical benefits for Prostheses/Orthotic devices that meet the individual's functional needs when obtained from a non-participating provider.	Paid-in-full	Basic Medical benefits for Prostheses/Orthotic devices that meet the individual's functional needs when obtained from a non-participating provider.

2010 NYSHIP Benefit Plan Comparison *(continued)*

Program Component	The Excelsior Plan (An Empire Plan Option)		The Empire Plan	
Medical/Surgical Benefits	**Participating Providers**	**Non-Participating**	**Participating Providers**	**Non-Participating**
External Mastectomy Prostheses	Paid-in-full benefit once each calendar year for one single or double external mastectomy prosthesis. Any single external mastectomy prosthesis costing $1,000 or more requires approval through HCAP.		Paid-in-full benefit once each calendar year for one single or double external mastectomy prosthesis. Any single external mastectomy prosthesis costing $1,000 or more requires approval through HCAP.	
Chiropractic Treatment and Physical Therapy	$30 copayment for all covered services provided during the visit and billed by the provider.	No Coverage	$20 copayment for each office visit. An additional $20 copayment for radiology and diagnostic laboratory services provided during the visit (maximum of two copayments per visit).	$250 annual deductible per enrollee; $250 per enrolled spouse/domestic partner; $250 per all dependent children combined. After combined maximum of $1,500 per enrollee; $1,500 per enrolled spouse/domestic partner; $1,500 per all dependent children combined is met, the Plan pays 50 percent of the network allowance.
Home Care Services, Skilled Nursing Services and Durable Medical Equipment	Paid-in-full through Home Care Advocacy Program (HCAP).	First 48 hours of nursing care not covered. After meeting Basic Medical deductible, Plan pays up to 50 percent of HCAP network allowance.	Paid-in-full through Home Care Advocacy Program (HCAP).	First 48 hours of nursing care not covered. After meeting Basic Medical deductible, Plan pays up to 50 percent of HCAP network allowance.
Mental Health and Substance Abuse Benefits	**Network Providers/Facilities**	**Non-Network**	**Network Providers/Facilities**	**Non-Network**
Inpatient Services – Approved Facilities	$250 deductible per stay for enrollee, $250 per spouse/domestic partner, and $250 per all dependent children combined (maximum of four deductibles per year for each).	No coverage in a non-network facility except network benefits apply in the event of an emergency or when there is no network facility available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.	Paid-in-full No deductibles No annual or lifetime benefit maximums	Coinsurance of 10 percent of billed charges up to combined annual inpatient/outpatient maximum of $1,500 for enrollee, $1,500 for spouse/domestic partner and $1,500 for all dependent children combined. Coinsurance maximums apply as follows: Enrollee pays the first $500, the Program reimburses the enrollee the next $500 of coinsurance (upon written request from enrollee), then the enrollee pays the final $500 of coinsurance.
Inpatient Practitioner Treatment or Consultation	Paid-in-full	After annual deductible of $750 per enrollee, $750 per spouse/domestic partner, and $750 per all dependent children combined is met, Plan pays 80 percent of allowed amount for covered services. After coinsurance maximum of $2,500 is reached, Plan pays 100 percent of allowed amount for covered services. Allowed amount is based on Medicare reimbursement rates.	Paid-in-full	After annual deductible of $375 per enrollee, $375 per spouse/domestic partner, and $375 per all dependent children combined is met, Plan pays 80 percent of reasonable and customary charges for covered services. After combined coinsurance maximum of $1,033 per enrollee, $1,033 per spouse/domestic partner, and $1,033 per all dependent children combined is met, Plan pays 100 percent of reasonable and customary charges.
Outpatient Services	Paid-in-full benefit for up to three visits per crisis; Additional visits subject to a $30 copayment.		Paid-in-full benefit for up to three visits per crisis Additional visits subject to a $20 copayment	
Covered Outpatient Substance Abuse Services	$30 copayment per visit		$20 copayment per visit	
Emergency Room Visit	$100 copayment (waived if admitted)	Network benefit applies	$70 copayment (waived if admitted)	Network benefit applies
Emergency Ambulance Service	Local commercial ambulance covered except first $35		Local commercial ambulance covered except first $35	
Prescription Drug Program				
Prescription Drug Benefits	**Mail Order Pharmacy**		**Participating Retail Pharmacy**	
Level 1	**Excelsior Plan** (most generics)	**Empire Plan** (generics)	**Excelsior Plan** (most generics)	**Empire Plan** (generics)
Up to 30 Days	$10	$5	$10	$5
31-90 Days	$20	$5	$25	$10
Level 2	**Excelsior Plan** (most Preferred Brand-Name Drugs)	**Empire Plan** (Preferred Brand-Name Drugs)	**Excelsior Plan** (most Preferred Brand-Name Drugs)	**Empire Plan** (Preferred Brand-Name Drugs)
Up to 30 Days	$30	$15	$30	$15
31-90 Days	$60	$20	$75	$30
Level 3	**Excelsior Plan** (all other covered drugs)	**Empire Plan** (all other covered drugs)	**Excelsior Plan** (all other covered drugs)	**Empire Plan** (all other covered drugs)
Up to 30 Days	$65	$40	$65	$40
31-90 Days	$130	$65	$160	$70

A Specialty Drug Program is scheduled to be implemented effective April 1, 2010 for both The Empire Plan and The Excelsior Plan.
Empire Plan: If enrollee's doctor believes a brand drug is medically necessary, enrollee may appeal mandatory generic substitution. If approved, level 3 copayment applies and ancillary fee is waived. Quantity level limits exist for erectile dysfunction and migraine medications.
Excelsior Plan: No generic appeal, Level 3 copayment and applicable ancillary fee is charged. Quantity level limits are included in most therapeutic categories. Plan benefit maximums are included for all smoking cessation and infertility therapies.

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Empire Plan Prescription Drug Program
Empire Plan Health Plan Card

THE EMPIRE PLAN
NYSHIP

Copay Code A

123456789

JEANNIE EMPIRE PLAN ENROLLEE
JANE EMPIRE PLAN ENROLLEE
JOHN EMPIRE PLAN ENROLLEE
MICHAEL EMPIRE PLAN ENROLLEE
JAMES EMPIRE PLAN ENROLLEE

NEW YORK STATE HEALTH INSURANCE PROGRAM

For enrollee services, precertification & provider relations, please call:

1-877-7-NYSHIP
(1-877-769-7447)

Providers: This card represents but does not guarantee enrollment in the New York State Health Insurance Program (NYSHIP) for Government Employees.

Submit hospital, skilled nursing facility and hospice claims to your local Blue Cross and/or Blue Shield Plan. Hospital and related services provided by Empire HealthChoice Assurance, Inc., a licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

BLUE CROSS PLAN 303

Blue Cross Prefix: YLS

Submit medical provider claims in accordance with your participating provider agreement.

UnitedHealthcare®

All other non-hospital providers call 1-877-769-7447 for information about eligibility, benefits and claims submission.

Administered by the NYS Department of Civil Service.

Empire Plan Prescription Drug Program
Student Employee Health Plan Card

Student Employee Health Plan
1-877-7-NYSHIP (1-877-769-7447)

John Q. Sample
000000000
Effective until 8/31/11 or when coverage ends, whichever is sooner

Hospital benefits
- $200 copayment per admission / inpatient hospital stays
- $15 copayment / outpatient hospital visits
- $25 copayment / Emergency Room

Medical benefits
- $10 copayment / office visit, laboratory services, chiropractic treatment, PT

Mental Health / Substance Abuse
- $200 copayment per admission / general acute or psychiatric hospital, clinic, residential treatment center, group home or halfway house
- $10 copayment / outpatient visit

Rx benefits
Network Pharmacy 30 days / Mail Service 90 days*
- $5/$5* generic
- $15/$20* preferred brand-name
- $40/$65* non-preferred brand-name

This card represents but does not guarantee enrollment in the New York State Health Insurance Program. It is insurance fraud for an enrollee or dependent to use the card to obtain services after eligibility for coverage ends.

Toll Free
1-877-7-NYSHIP
1-877-769-7447

Precertification required for:
Admission to a hospital or birthing center: Select Empire BlueCross BlueShield. For an emergency admission, call within 48 hours.

Outpatient MRI, MRA, CT, PET and nuclear medicine tests: Select UnitedHealthcare

Mental Health and/or Outpatient Substance Abuse Services: Select OptumHealth™

Home Care and Diabetic Supplies/ Equipment: Select UnitedHealthcare

Submit hospital, skilled nursing facility and hospice claims to your local Blue Cross and/or Blue Shield Plan.
Hospital and related services provided by Empire HealthChoice Assurance, Inc., a licensee of the Blue Cross and Blue Shield Association, an association of independent BlueCross and BlueShield Plans.

BLUE CROSS PLAN 303

Blue Cross Prefix: YLS

Administered by the New York State Department of Civil Service.

Empire Plan Prescription Drug Program
Excelsior Health Plan Card

123456789

JEANNIE EMPIRE PLAN ENROLLEE
JANE EMPIRE PLAN ENROLLEE
JOHN EMPIRE PLAN ENROLLEE
MICHAEL EMPIRE PLAN ENROLLEE
JAMES EMPIRE PLAN ENROLLEE

$30 Office Visit $100 Emergency Room

For enrollee services, precertification & provider relations, please call:

1-877-7-NYSHIP
(1-877-769-7447)

Providers: This card represents but does not guarantee enrollment in the New York State Health Insurance Program (NYSHIP) for Government Employees.

Submit hospital, skilled nursing facility and hospice claims to your local Blue Cross and/or Blue Shield Plan. Hospital and related services provided by Empire HealthChoice Assurance, Inc., a licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

BLUE CROSS PLAN 303 Blue Cross Prefix: YLS

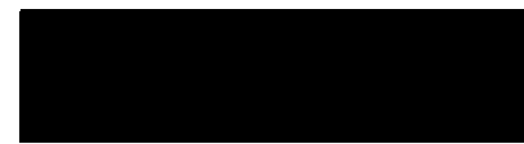
Submit medical provider claims in accordance with your participating provider agreement.
UnitedHealthcare Bin# 610014 Group# UH0712959

All other non-hospital providers call 1-877-769-7447 for information about eligibility, benefits and claims submission.

Administered by the New York State Department of Civil Service.

000000145

NEW YORK STATE INSURANCE FUND
ATTN: CLAIMS DEPARTMENT
199 CHURCH STREET
NEW YORK, NY 10007
WCN NYS NYSIF



NYSIF

RxBIN 003858
RxPCN A4
RxGrp NYSIF
Issuer

Name
CLM#

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Dear Injured Worker:

If you need to fill a prescription for your work-related injury or illness, then New York State Insurance Fund (NYSIF) has a program that will make getting your prescription a lot easier for you. We have selected to administer this program for you.

Prescription Drug ID Card

Effective immediately, you may take the ***enclosed card*** (above … it's perforated for easy removal) to a participating retail pharmacy. By using the retail pharmacy, you will not have to pay any money up front for the prescription drugs that you need. Also, you will not have to submit a claim to NYSIF. pays the pharmacy directly. To find a participating retail pharmacy in your neighborhood, please refer to the list on the other side of this sheet, or call at 1.866.

You also have one other convenient option available to you: You can use the Mail Service Pharmacy to fill prescriptions that you must keep taking for a longer period of time. With the Mail Service Pharmacy, your prescriptions are usually filled within 48 hours of receipt, and then are mailed directly to your home. You will receive your prescriptions within two weeks. Again, you do not have to pay any money up front for these work injury-related prescriptions.

Call Customer Service at 1.866. to request a Mail Order Form. When you receive the Mail Order Form, just fill out the "*Patient Information*" and "*Ship To*" sections, enclose your prescription(s), and then mail it in to Each time you receive a mail service prescription from , you will receive a new *"Refill Authorization Form"* along with a new envelope for you to use when you request your next mail order prescription.

If you have any questions, please call at 1.866. A courteous Customer Service representative is available to take your call at any time. Thank you for choosing to use

Sincerely,

NYSIF

Seq. #: 000-000-145
325M_20120102070004.ps

please continue reading →→→

This card was intentionally left blank

NOTICE TO CARDHOLDER: This card is to be used to obtain prescription drugs for workers' compensation related illness or injury only. By signing this card, the injured employee agrees if any time a pharmacy claim is deemed non-compensable by administrator, reimbursement for these costs will be sought outside the workers' compensation system.

Injured Worker's Signature

NOTICE TO [redacted] PARTICIPATING PHARMACIES:

Covered prescriptions must be filled at [redacted] Participating Pharmacies. [redacted] is not responsible for payment of claims to a non-participating pharmacy. It is unlawful for you to accept this card for prescriptions dispensed to anyone other than the card holder whose name is on this card. Please ask the injured worker to present positive identification when using this card. Use of the card constitutes acceptance of the terms and conditions of the formal Agreement between [redacted] and Participating Pharmacies. You may contact [redacted] Provider Services by telephone at the number on this card if you have any question regarding the [redacted] Comp Program. This card is the property of [redacted]. Legal action will be instituted for any unauthorized use of this card.

Pharmacy Help Desk/Customer: 1.866.[redacted]
TDD Phone Number for hearing impaired: 1.800.[redacted]

[redacted] • P.O. Box [redacted] • [redacted]

Frequently Asked Questions About Your Prescription Benefits

What is [redacted]?
[redacted] is a pharmacy benefit management company experienced with workers' compensation prescriptions. [redacted] makes it possible for you to fill your injury-related prescription at your local pharmacy at no cost to you. Just take your **enclosed pharmacy card** and your prescription to one of the participating network pharmacies listed below and present it to the pharmacist.

How much does the prescription drug ID card cost?
The prescription drug ID card is free and covers all prescriptions for work related injuries.

Can I use the prescription ID card right away?
Yes, you may use it at any participating retail pharmacy. Just take your prescription and ID card to the pharmacy. To locate a pharmacy in your neighborhood, refer to the enclosed list or call [redacted] at 1.866.[redacted].

Who can provide me with more information?
Call [redacted] at 1.866.[redacted] for any additional questions or concerns regarding this program.

Following is a partial list of participating Network Chain Pharmacies in the [redacted] Comp Network. This Pharmacy Listing is subject to change without notice. Please call the customer service number to locate additional pharmacies.

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02-0212
PMCC325A

HCAP Providers for NYS Empire Plan

Accredo
AHG (affiliated with Accredo)
Advanced Care
Alere (Limited to treatment of preterm labor)
American Outcomes Management
Anthem Health Services
Basic Home Infusion
Biomedical (very limited treatment of preterm labor)
Bioscrip (Multiple affiliates)
Brookhaven Memorial Hospital Medical Center HHA
CarePoint Partners (Multiple affiliates)
Centric Health Resources
Coram
Critical Care Systems
CVS/Caremark
Empire Home Infusion
Heartland Home Care
Lincare
Option Care

ALESU

Agency Law Enforcement Services Unit

The New York State Health Insurance Program

For employees of the State of New York in the Agency Law Enforcement Services Unit (ALESU) represented by Police Benevolent Association of New York State (PBANYS) and for their enrolled dependents, for COBRA enrollees with their Empire Plan benefits and Young Adult Option enrollees

Call toll free 1-877-7-NYSHIP (1-877-769-7447)

For preauthorization of services or if you have questions about eligibility, providers or claims, call The Empire Plan toll free and choose the program you need. Medical/ Surgical Program representatives are available Monday through Friday, 8 a.m. to 4:30 p.m. Eastern time and Hospital Program representatives are available Monday through Friday, 8 a.m. to 5 p.m. Eastern time. Mental Health and Substance Abuse Program, Prescription Drug Program and NurseLine$_{SM}$ representatives are available 24 hours a day, seven days a week. See inside cover for addresses and teletypewriter (TTY) numbers.

This guide briefly describes Empire Plan benefits. It is not a complete description and is subject to change. For a complete description of your benefits and your responsibilities, refer to your July 2003 *NYSHIP General Information Book and Empire Plan Certificate* and all *Empire Plan Reports* and *Certificate Amendments* issued since. If you have health insurance questions, contact your agency Health Benefits Administrator (HBA).

New York State Department of Civil Service
Employee Benefits Division
Alfred E. Smith State Office Building
Albany, NY 12239
https://www.cs.ny.gov

at a Glance

JANUARY 1, 2012

What's New

Federal Parity Legislation - As a result of the Federal Mental Health Parity and Addiction Equity Act of 2008:

- **Combined Annual Deductible** for the Basic Medical Program and non-network coverage under the Home Care Advocacy Program and Mental Health and Substance Abuse Program increases to $400.
- **Combined Annual Coinsurance Maximum** for the Basic Medical Program and non-network coverage under the Hospital Program and Mental Health and Substance Abuse Program increases to $1,483 for the enrollee and all covered dependents combined.
- **2012 Empire Plan Preferred Drug List**

Contact Information

Hospital Program
Empire BlueCross BlueShield
New York State Service Center
P.O. Box 1407
Church Street Station
New York, NY 10008-1407

Medical/Surgical Program
UnitedHealthcare
P.O. Box 1600
Kingston, NY 12402-1600

Mental Health and Substance Abuse Program
OptumHealth Behavioral Solutions
P.O. Box 5190
Kingston, NY 12402-5190

Prescription Drug Program
The Empire Plan Prescription Drug Program
P.O. Box 5900
Kingston, NY 12402-5900

Empire Plan NurseLine$_{SM}$
Call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan NurseLine$_{SM}$ for health information and support.

Teletypewriter (TTY) numbers for callers who use a TTY because of a hearing or speech disability:

Hospital Program .... TTY only 1-800-241-6894

Medical/Surgical Program .... TTY only 1-888-697-9054

Mental Health and Substance Abuse Program .... TTY only 1-800-855-2881

Prescription Drug Program .... TTY only 1-800-759-1089

Quick Reference

The Empire Plan is a comprehensive health insurance program for New York's public employees and their families. The Plan has four main parts:

(1) Hospital Program

insured and administered by Empire BlueCross BlueShield

Provides coverage for inpatient and outpatient services provided by a hospital, skilled nursing facility and hospice care. Includes the Centers of Excellence for Transplants Program. Also provides inpatient Benefits Management Program services, including preadmission certification of hospital admissions and admission or transfer to a skilled nursing facility, concurrent reviews, discharge planning, inpatient Medical Case Management and The Empire Plan Future Moms Program.

Services provided by Empire HealthChoice Assurance, Inc., a licensee of the BlueCross and BlueShield Association, an association of independent BlueCross and BlueShield plans.

(2) Medical/Surgical Program

insured and administered by UnitedHealthcare

Provides coverage for medical services, such as office visits, surgery and diagnostic testing under the Participating Provider, Basic Medical and Basic Medical Provider Discount Programs. Coverage for physical therapy and chiropractic care is provided through the Managed Physical Medicine Program.

Also provides: coverage for home care services, durable medical equipment and certain medical supplies through the Home Care Advocacy Program (HCAP); the Prosthetics/Orthotics Network; Centers of Excellence Programs for Infertility and Cancer; and Benefits Management Program services including Prospective Procedure Review for MRI, Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management.

(3) Mental Health and Substance Abuse Program

insured by UnitedHealthcare and administered by OptumHealth Behavioral Solutions (OptumHealth)

Provides coverage for inpatient and outpatient mental health and substance abuse services. Also provides preadmission certification of inpatient and outpatient services, concurrent reviews, case management and discharge planning.

(4) Prescription Drug Program

insured and administered by UnitedHealthcare

Provides coverage for prescription drugs dispensed through Empire Plan network pharmacies, the mail service pharmacy and non-network pharmacies.

UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Services, Inc. (Medco) for services including the retail pharmacy network and mail service pharmacy.

Benefits Management Program

for preadmission certification

If The Empire Plan is primary for you or your covered dependents:
You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program:

- Before a scheduled (non-emergency) hospital admission.
- Before a maternity hospital admission. Call as soon as a pregnancy is certain.
- Within 48 hours, or as soon as reasonably possible, after an emergency or urgent hospital admission.

If you do not call, a $200 penalty will be applied to the charges if it is determined that your hospitalization is medically necessary. If Empire BlueCross BlueShield does not certify the hospitalization, you will be responsible for the entire cost of care determined not to be medically necessary.

- Before admission or transfer to a skilled nursing facility. If the admission or transfer to a skilled nursing facility is determined not to be medically necessary, you will be responsible for the entire cost.

Empire BlueCross BlueShield also provides concurrent review, discharge planning, inpatient Medical Case Management and the Empire Plan Future Moms Program.

for Prospective Procedure Review

If The Empire Plan is primary for you or your covered dependents:
You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical/Surgical Program before having a scheduled (non-emergency) Magnetic Resonance Imaging (MRI) test unless you are having the test as an inpatient in a hospital. If you do not call, you will pay a large part of the cost. If the test or procedure is determined not to be medically necessary, you will be responsible for the entire cost.

UnitedHealthcare helps coordinate Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management for serious conditions.

Centers of Excellence

Cancer Services

to participate

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program or call the Cancer Resources Center toll free at **1-866-936-6002** and register to participate in the Centers of Excellence for Cancer Program.

Paid-in-full benefits are available for cancer services at a designated Center of Excellence when arranged through UnitedHealthcare. You will also receive nurse consultations and assistance in locating cancer centers. When applicable, a travel, lodging and meal allowance is available. See page 3 for details.

If you do not use a Center of Excellence, benefits will be provided in accordance with The Empire Plan Hospital Program coverage and/or Medical/Surgical Program coverage.

Program requirements apply even if Medicare or another health insurance plan is primary.

Transplants Program

for prior authorization

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program for preauthorization of the following transplants provided through the Centers of Excellence for Transplants Program: bone marrow, cord blood stem cell, heart, heart-lung, kidney, liver, lung, pancreas, pancreas after kidney, peripheral stem cell and simultaneous kidney/pancreas.

Paid-in-full benefits are available for the following transplant services when authorized by Empire BlueCross BlueShield and received at a designated Center of Excellence: pretransplant evaluation, inpatient and outpatient hospital and physician services and up to twelve months of follow-up care. When applicable, a travel allowance is available. See below for details.

If a transplant is authorized but you do not use a designated Center of Excellence, benefits will be provided in accordance with The Empire Plan hospital and/or medical/surgical coverage. If you choose to have your transplant in a facility other than a designated Center of Excellence, or if you require a small bowel or multivisceral transplant, you may still take advantage of the Hospital Program case management services for transplant patients if you enroll in the Centers of Excellence for Transplants Program. A case management nurse will help you through the transplant process.

To enroll in the Program and receive these benefits, The Empire Plan must be your primary insurance coverage.

Infertility Benefits

for prior authorization

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program for preauthorization and a list of Qualified Procedures before receiving services.

A paid-in-full benefit is available subject to the lifetime maximum of $50,000 per covered person for Qualified Procedures, including any travel allowance, when you choose a Center of Excellence for Infertility Treatment and receive prior authorization. When applicable, a travel allowance is available. See below for details.

If a Qualified Procedure is authorized but you do not use a Center of Excellence, benefits will be provided in accordance with The Empire Plan Hospital Program coverage and/or Medical/Surgical Program coverage.

All authorized procedures are subject to the lifetime maximum for Qualified Procedures. If you do not receive prior authorization, no benefits are available for Qualified Procedures under The Empire Plan's Hospital Program or Medical/Surgical Program. You will pay the full cost regardless of the provider.

Program requirements apply even if Medicare or another health insurance plan is primary.

Centers of Excellence Travel Allowance

When you are enrolled in the Centers of Excellence Program or are preauthorized for Infertility Benefits, you will not have any copayments. A travel, lodging and meal expenses benefit is available to you for travel within the United States. The travel and meals benefit is available to the patient and one travel companion when the facility is more than 100 miles (200 miles for airfare) from the patient's home. If the patient is a minor child, the benefit will include coverage for up to two companions. Benefits will also be provided for one lodging per day. Reimbursement for lodging and meals will be limited to the United States General Services Administration per diem rate. Reimbursement for automobile mileage will be based on the Internal Revenue Service medical rate. Only the following travel expenses are reimbursable: meals, auto mileage (personal or rental car), economy class airfare, train fare, taxi fare, parking, tolls and shuttle or bus fare from lodging to the Center of Excellence. The Travel Allowance will be applied toward the $50,000 maximum lifetime benefit for Infertility Benefits.

Combined Annual Deductible and Combined Coinsurance Maximum

Combined Annual Deductible

The Empire Plan deductible is $400 for the enrollee, $400 for the enrolled spouse/domestic partner and $400 for all dependent children combined.

The combined deductible must be met before your Basic Medical Program and non-network expenses under the Home Care Advocacy Program and the Mental Health and Substance Abuse Program claims can be reimbursed.

Combined Coinsurance Maximum

The coinsurance maximum is $1,483 for the enrollee and all covered dependents combined.

The coinsurance maximum will be shared among the Basic Medical Program and non-network coverage under the Hospital Program and Mental Health and Substance Abuse Program.

Hospital Program

The Hospital Program pays for covered services provided in a network/non-network inpatient or outpatient hospital, skilled nursing facility or hospice setting. Covered services and supplies must be medically necessary as defined in the current version of your *NYSHIP General Information Book & Empire Plan Certificate* or as amended in subsequent *Empire Plan Reports.* The non-network coinsurance is only applicable when The Empire Plan is providing primary insurance coverage. The Medical/Surgical Program provides benefits for certain medical and surgical care when it is not covered by the Hospital Program. Call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program for preadmission certification or if you have questions about your benefits, coverage or an Explanation of Benefits (EOB) Statement.

Network coverage applies when you receive emergency or urgent services in a non-network hospital, or when you do not have access to a network hospital.

Hospital Inpatient • *Semi-private room*

for preadmission certification

Hospital Program

You are covered under the Hospital Program for up to a combined maximum of 365 days per spell of illness for covered inpatient diagnostic and therapeutic services or surgical care in a network and/or non-network hospital as defined in the *NYSHIP General Information Book & Empire Plan Certificate*. Inpatient hospital coverage is provided under the Basic Medical Program after Hospital Program benefits end.

Network Coverage

When you use a network hospital, you pay no coinsurance, copayment or deductible.

Non-network Hospital Coverage

When you use a non-network hospital, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. See page 3.

Hospital Outpatient

The hospital outpatient services covered under the Program are the same whether received in a network or non-network hospital outpatient department or in a network or non-network hospital extension clinic.

Network Coverage

Outpatient surgery in a hospital-owned extension clinic, diagnostic radiology, mammography screening, diagnostic laboratory tests, bone mineral density screening and administration of Desferal for Cooley's Anemia provided in the outpatient department of a network hospital or a network hospital extension clinic are subject to one copayment of $35 per visit. The copayment is waived if you are admitted as an inpatient directly from the outpatient department or the clinic.

Paid-in-full benefit for preadmission testing and/or testing before surgery prior to an inpatient admission, chemotherapy, radiology, anesthesiology, pathology or dialysis.

$15 copayment for medically necessary physical therapy following a related hospitalization or related inpatient or outpatient surgery. (Refer to your *Empire Plan Certificate* for other conditions of coverage.)

Non-network Hospital Coverage

You are responsible for a coinsurance amount of 10 percent of billed charges or $75 (whichever is greater) up to the combined annual coinsurance maximum. See page 3. When the coinsurance maximum has been satisfied, you will receive network benefits subject to all applicable network copayments.

Medically necessary physical therapy is covered under the Managed Physical Medicine Program when not covered under the Hospital Program. (See Medical/Surgical Coverage.)

Network Coverage

Emergency room services, including use of the facility for emergency care and services of the attending emergency room physician and providers who administer or interpret laboratory tests and electrocardiogram services are subject to one copayment of $50 per visit when billed by the hospital. The copayment is waived if you are admitted as an inpatient directly from the emergency room.

Non-network Hospital Coverage

Emergency room services, Network Coverage applies.

Note: In case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram exams, and/or pathology services. This benefit applies to the Participating Provider Program and the Basic Medical Program. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Skilled Nursing Facility Care • *Semi-private room*

for preadmission certification (see page 2)

If Medicare is your primary coverage, The Empire Plan does not provide Skilled Nursing Facility benefits (except for active enrollees disabled due to end-stage renal disease), even for short-term rehabilitation care.

Network Coverage

Skilled nursing services covered under the Program are covered in an approved network facility when medically necessary in place of hospitalization. Refer to the *NYSHIP General Information Book & Empire Plan Certificate* regarding the number of days of skilled nursing facility care for which coverage is provided and other conditions of coverage.

Non-network Coverage

The skilled nursing services covered under the Program are the same whether received in a network or non-network facility. However, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. When the coinsurance maximum has been satisfied, you will receive network benefits. See page 3.

Hospice Care

for preadmission certification (see page 2)

Network Coverage

Paid in full when provided by an approved network hospice program as described in the *Empire Plan Certificate.*

Non-network Coverage

The hospice care services covered under the Program are the same whether received in a network or non-network hospice program. However, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. When the coinsurance maximum has been satisfied, you will receive network benefits. See page 3.

Medical and Surgical Benefits for Covered Services Received in a Hospital Inpatient or Outpatient Setting, Skilled Nursing Facility or Hospice

Participating Provider Program

Paid-in-full benefits for covered services.

Basic Medical Program

Paid-in-full benefits for covered radiology, anesthesiology and laboratory services received while in a network facility. Basic Medical benefits for all other covered medical/surgical services.

Note: In case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram exams, and/or pathology services. This benefit applies to the Participating Provider Program and the Basic Medical Program. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Medical/Surgical Program

The Medical/Surgical Program pays for covered medical/surgical services under either the Participating Provider Program or the Basic Medical Program. Call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program if you have questions about your benefits coverage or an Explanation of Benefits (EOB) Statement. Covered services and supplies must be medically necessary as defined in the current version of your *NYSHIP General Information Book & Empire Plan Certificate* or as amended in subsequent *Empire Plan Reports*.

Participating Provider Program

You pay a copayment for office visits, surgical procedures performed during an office visit, contraceptive drugs and devices dispensed in a doctor's office, radiology services and diagnostic laboratory services, outpatient surgical location visits, cardiac rehabilitation center visits and urgent care center visits. Other covered services received from a participating provider are paid in full.

The Plan does not guarantee that participating providers are available in all specialties or geographic locations.

To learn whether a provider participates, check with the provider directly, call The Empire Plan toll-free number and choose the Medical Program or visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Then click on Find a Provider.

Always confirm the provider's participation **before** you receive services.

Basic Medical Program

Basic Medical Annual and Lifetime Maximum: Unlimited.

Combined Annual Deductible: The combined annual deductible must be satisfied before benefits are payable. See page 3.

Coinsurance: The Empire Plan pays 80 percent of reasonable and customary charges for covered services after you meet the combined annual deductible. See page 3.

Reasonable and Customary Charge: The lowest of the actual charge, the provider's usual charge or the usual charge within the same geographic area.

Combined Annual Coinsurance Maximum: After the combined annual coinsurance maximum is reached, benefits are paid at 100 percent of reasonable and customary charges for covered services. See page 3. The annual deductible and annual coinsurance maximum will increase on January 1 of each year based on the percentage increase in the medical care component of the Consumer Price Index (C.P.I.) for Urban Wage Earners and Clerical Workers, all Cities, (C.P.I.-W) for the period July 1 through June 30 of the preceding year.

(or) Basic Medical Provider Discount Program: If The Empire Plan is your primary insurance coverage and you use a non-participating provider who is part of the Empire Plan MultiPlan group, your out-of-pocket expense will, in most cases, be reduced. Your share of the cost will be based on the lesser of the Empire Plan MultiPlan fee schedule or the reasonable and customary charge.

The Empire Plan MultiPlan provider will submit bills and receive payments directly from UnitedHealthcare. You are only responsible for the applicable deductible and coinsurance amounts. To find a provider, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program or go to the New York State Department of Civil Service web site at https://www.cs.ny.gov.

Doctor's Office Visit/Office Surgery; Laboratory/Radiology; Contraceptives

Participating Provider Program

You pay a $15 copayment for each of the following when you use a participating provider: office visit/office surgery; laboratory/radiology; contraceptives. No copayment for prenatal visits and well-child care.

Basic Medical Program

Basic Medical benefits for covered services received from non-participating providers.

Routine Health Exams

Participating Provider Program
Covered services subject to a $15 copayment per visit to a participating provider.

Basic Medical Program
Routine health exams are covered for you, the active employee, if you are age 40 or over and for your spouse/domestic partner age 40 or older. This benefit is not subject to deductible or coinsurance.

Adult Immunizations

Participating Provider Program
You pay a $15 copayment for the following immunizations when received from a participating provider: influenza, pneumonia, measles-mumps-rubella (MMR), varicella (chickenpox), tetanus immunizations, Human Papillomavirus (HPV) immunizations (covered for female enrollees and dependent children age 19 through 26 and male enrollees and dependents age 19 through 21), meningitis immunizations (covered for dependent children up to age 26) and Herpes Zoster (Shingles) immunization (for enrollees and dependents age 55 or older). The copayment also covers the cost of oral and injectable substances received from a participating provider.

Basic Medical Program
Not covered

Routine Pediatric Care • *Up to age 19*

Participating Provider Program
Paid-in-full benefit for routine well-child care received from a participating provider, including examinations, immunizations and cost of oral and injectable substances (including influenza vaccine) when administered according to pediatric immunization guidelines.

Basic Medical Program
Routine Newborn Child Care Doctor's services for routine care of a newborn child are covered. This benefit is not subject to deductible or coinsurance.

Routine Pediatric Care Basic Medical benefits for covered services provided by non-participating providers.

Hearing Aids

Participating Provider Program
The Basic Medical benefit applies whether you use a participating or a non-participating provider.

Basic Medical Program
Hearing aid evaluation, fitting and purchase of hearing aids covered up to a maximum reimbursement of $1,200 per hearing aid, per ear, once every four years; children age 12 years and under, covered up to $1,200 per hearing aid, per ear, once every two years if the existing hearing aid can no longer compensate for the child's hearing loss. This benefit is not subject to deductible or coinsurance.

Prostheses and Orthotic Devices

Participating Provider Program
Paid-in-full benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a participating provider.

Basic Medical Program
Basic Medical benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a non-participating provider.

External Mastectomy Prostheses

Participating Provider Program
The Basic Medical benefit applies whether you use a participating or non-participating provider.

Basic Medical Program
Paid-in-full benefits will be provided once each calendar year for one single or double external mastectomy prosthesis. You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose the Medical Program, then the Benefits Management Program, for precertification of any single prosthesis costing $1,000 or more. For a prosthesis requiring prior approval, benefits will be available for the most cost-effective prosthesis that meets an individual's functional needs.

This benefit is not subject to deductible or coinsurance.

Diabetes Education Centers

Participating Provider Program
Covered services are subject to a $15 copayment per visit to a Diabetes Education Center.

To find an Empire Plan participating provider Diabetes Education Center, call toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program. Or, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Select Find a Provider and then The Empire Plan Medical/Surgical Provider Directory under Medical/Surgical Program.

Basic Medical Program
Basic Medical benefits for covered visits to a Diabetes Education Center.

Outpatient Surgical Locations

Participating Provider Program
$15 copayment covers facility, same-day on-site testing and anesthesiology charges for covered services at a participating surgical center. (Hospital and hospital-based Outpatient Surgical Locations are covered. See page 4.)

Basic Medical Program
Basic Medical benefits for covered services provided by non-participating surgical centers. (Hospital and hospital-based Outpatient Surgical Locations are covered. See page 4.)

Emergency Ambulance Service

Participating Provider Program
The Basic Medical benefit applies whether you use a participating or a non-participating provider.

Basic Medical Program
Local commercial ambulance charges are covered except the first $35. Donations to voluntary ambulance services, when the enrollee has no obligation to pay, up to $50 for under 50 miles and up to $75 for 50 miles and over.

This benefit is not subject to deductible or coinsurance.

Managed Physical Medicine Program administered by Managed Physical Network *(MPN)*

Chiropractic Treatment and Physical Therapy

Network Coverage ***(when you use MPN)***
You pay a $15 copayment for each office visit to an MPN provider. You pay an additional $15 copayment for related radiology and diagnostic laboratory services billed by the MPN provider. Maximum of two copayments per visit.

Guaranteed access to network benefits. Contact MPN prior to receiving services if there is not a network provider in your area.

Non-network Coverage ***(when you don't use MPN)***
Annual Deductible: $250 enrollees; $250 enrolled spouse/domestic partner; $250 all dependent children combined. This deductible is separate from the combined annual deductible.

Coinsurance: The Empire Plan pays up to 50 percent of the network allowance after you meet the annual deductible. There is no coinsurance maximum.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by UnitedHealthcare.

Home Care Advocacy Program *(HCAP)*

Home Care Services, Skilled Nursing Services and Durable Medical Equipment/Supplies

for prior authorization

Network Coverage ***(when you use HCAP)***
To receive a paid-in-full benefit, you must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program, then Benefits Management Program, to precertify and help make arrangements for covered services, durable medical equipment and supplies, insulin pumps, Medijectors and enteral formulas. Diabetic shoes have an annual maximum benefit of $500.

Important: If Medicare is your primary coverage, and you do not use a Medicare contract provider, your benefits will be further reduced.

Exceptions: For diabetic supplies (except insulin pumps and Medijectors), call The Empire Plan Diabetic Supplies Pharmacy at **1-888-306-7337**. For ostomy supplies, call Byram Healthcare Centers at **1-800-354-4054**.

Non-network Coverage ***(when you don't use HCAP)***
The first 48 hours of nursing care are not covered. After you meet the combined annual deductible, see page 3, The Empire Plan pays up to 50 percent of the HCAP network allowance for covered services, durable medical equipment and supplies. There is no coinsurance maximum. You are also covered for one pair of diabetic shoes per year that are paid up to 75 percent of the HCAP network allowance with a $500 annual maximum.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by UnitedHealthcare.

Important: If Medicare is your primary coverage and you live in an area or need supplies while visiting an area that participates in the Medicare Durable Medical Equipment, Prosthetics and Orthotics Supply (DMEPOS) Competitive Bidding Program, you must use a Medicare-approved supplier. See your January 1, 2011 and later Empire Plan Reports for areas affected by DMEPOS. If you need assistance locating a Medicare contract supplier, contact HCAP toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose the Medical Program, then Benefits Management Program.

Mental Health and Substance Abuse Program

to ensure highest level of benefits

Call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Mental Health and Substance Abuse Program before seeking services from a covered mental health or substance abuse provider, including treatment for alcoholism. The OptumHealth Clinical Referral Line is available 24 hours a day, every day of the year. By following the Program requirements for network coverage, you will receive the highest level of benefits. If you contact the Mental Health and Substance Abuse Program before you receive services, you have guaranteed access to network benefits.

In an emergency, go to the nearest hospital emergency room. You or your designee must call the Mental Health and Substance Abuse Program within 48 hours of an admission for emergency care or as soon as reasonably possible.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by OptumHealth.

Mental Health and Substance Abuse Benefits

Network Coverage	Non-network Coverage
No deductibles No annual or lifetime benefit maximums	The amount you pay for non-network inpatient and outpatient services counts toward meeting your combined annual deductible. See page 3 for the combined annual deductibles and the maximum coinsurance amounts.

Inpatient Services

	Network Coverage	Non-network Coverage
Approved Facilities	Paid-in-full	When you use a non-network facility, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. Benefits will be paid at 100 percent after the combined coinsurance maximum is met. See page 3. No non-network benefits are available for Residential Treatment Facilities, Halfway Houses or Group Homes.
Practitioner Treatment or Consultation	Paid-in-full	Same as inpatient non-network coverage above.

Ambulance Service

Ambulance service to a hospital where you will be receiving mental health or substance abuse treatment is covered when medically necessary.

Outpatient Services

Network Coverage

Mental Health: $15 copayment per visit with up to three visits per crisis paid in full.

Substance Abuse: $15 copayment per visit.

Non-network Coverage

Annual and Lifetime Maximum: Unlimited.

Combined Annual Deductible: The combined annual deductible must be satisfied before benefits are payable. See page 3.

Coinsurance: The Empire Plan pays 80 percent of reasonable and customary charges for covered services after you meet the combined annual deductible.

Reasonable and Customary Charge: The lowest of the actual charge, the provider's usual charge or the usual charge within the same geographic area.

Combined Annual Coinsurance Maximum: After the combined annual coinsurance maximum (see page 3) is reached, benefits are paid at 100 percent of reasonable and customary charges for covered services. The annual deductible and annual coinsurance maximum will increase on January 1 of each year based on the percentage increase in the medical care component of the Consumer Price Index (C.P.I.) for Urban Wage Earners and Clerical Workers, all Cities, (C.P.I.-W) for the period July 1 through June 30 of the preceding year.

Hospital Emergency Room

Network: $50 copayment per visit. The copayment is waived if you are admitted to the hospital as an inpatient directly from the hospital emergency room.

Non-network: Same as network benefits.

Psychological Testing

Network or non-network psychological testing and evaluations will be reviewed for medical necessity; only medically necessary services are covered. Therefore, precertification by OptumHealth is recommended before testing or evaluation begins.

Note: Psychological testing done by a physician, such as a neurologist, is covered under the Medical Program. These services will be reviewed by UnitedHealthcare for medical necessity. Precertification by UnitedHealthcare is recommended before testing or evaluation begins.

Prescription Drug Program

This section does not apply if you have enrolled in a Medicare Part D prescription drug program.

Copayments

You have the following copayments for drugs purchased from a Network Pharmacy or through the Mail Service Pharmacy.

Up to a 30-day supply of a covered drug from a Network Pharmacy or through the Mail Service Pharmacy, or designated Specialty Pharmacy	31- to 90-day supply of a covered drug from a Network Pharmacy	31- to 90-day supply of a covered drug through the Mail Service Pharmacy or designated Specialty Pharmacy
Level 1 or Generic Drugs $5	Level 1 or Generic Drugs $10	Level 1 or Generic Drugs $5
Level 2, Preferred Brand-name Drugs or Compound Drugs $15	Level 2, Preferred Brand-name Drugs or Compound Drugs $30	Level 2, Preferred Brand-name Drugs or Compound Drugs $20
Level 3 or Non-preferred Brand-name Drugs $30	Level 3 or Non-preferred Brand-name Drug $60	Level 3 or Non-preferred Brand-name Drug $55

Note: Oral chemotherapy drugs for the treatment of cancer do not require a copayment.

If you choose to purchase a covered brand-name drug that has a generic equivalent, you will pay the Level 3 non-preferred drug copayment plus the difference in cost between the brand-name drug and the generic (ancillary charge), not to exceed the full retail cost of the covered drug. Certain covered drugs are excluded from this requirement. You pay only the applicable copayment for these covered brand-name drugs with generic equivalents: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid, Tegretol and Tegretol XR. One copayment covers up to a 90-day supply.

You have coverage for prescriptions of up to a 90-day supply at all network, non-network and mail service pharmacies. Prescriptions may be refilled for up to one year.

Mail Service Pharmacy

You may fill your prescription by mail through the Mail Service Pharmacy by using the mail service envelope. For envelopes and refill orders, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Prescription Drug Program. To refill a prescription on file with the mail service pharmacy, you may order by phone or download order forms online at the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider and scroll down to Pharmacy Mail-Order Form.

Non-Network Pharmacy

If you do not use a network pharmacy, or pay cash at a network pharmacy, you must submit a claim for reimbursement to The Empire Plan Prescription Drug Program, c/o Medco, P.O. Box 14711, Lexington, KY, 40512. If your prescription was filled with a generic drug or a covered brand-name drug with no generic equivalent, you will be reimbursed up to the amount the Program would reimburse a network pharmacy for that prescription. If your prescription was filled with a covered brand-name drug that has a generic equivalent, you will be reimbursed up to the amount the Program would reimburse a Network Pharmacy for filling the prescription with that drug's generic equivalent. In most cases, you will not be reimbursed the total amount you paid for the prescription.

Empire Plan Preferred Drug List

The Empire Plan Preferred Drug List (PDL) is a list of the Plan's most commonly prescribed generic and brand-name drugs. The PDL is not a complete list of all prescription drugs covered under The Empire Plan. The list is subject to change due to Food and Drug Administration (FDA) approval of new brand-name and generic drugs and product availability.

Half Tablet Program

The Half Tablet Program can dramatically lower your costs on select medications that you take on a regular basis. To participate in the Program, your doctor must write a new prescription for twice the dosage and half the quantity. Then when you fill the prescription, you automatically pay only half your usual copayment. Split each tablet and take half to get your usual dosage at half the cost. To see a list of medications available under this Program, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov and select Benefit Programs. Follow the prompts to access NYSHIP Online and choose Find a Provider. Scroll to Prescription Drug Program links and click on Empire Plan Half Tablet Program. The Empire Plan will provide participants with one free tablet splitter by mail upon request.

Prior Authorization Required

You must have prior authorization for the following drugs, including generic equivalents:

- Abstral
- Actemra
- Actiq
- Adcirca
- Amevive
- Ampyra
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Dysport
- Egrifta
- Enbrel
- Epogen/Procrit
- fentanyl citrate powder
- Fentora
- Flolan
- Forteo
- Gilenya
- Growth Hormones
- Humira
- Immune Globulins
- Incivek
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Lazanda
- Letairis
- Makena
- Myobloc
- Nuvigil
- Onsolis
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Ribavirin
- Simponi
- Sporanox
- Stelara
- Synagis
- Tracleer
- Tysabri
- Tyvaso
- Veletri
- Ventavis
- Victrelis
- Weight Loss Drugs
- Xeomin
- Xolair
- Xyrem

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. The above list of drugs is subject to change as drugs are approved by the Food and Drug Administration and introduced into the market. For information about prior authorization requirements, or the current list of drugs requiring authorization, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose The Empire Plan Prescription Drug Program. Or, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to NYSHIP Online. Select Find a Provider and scroll to Prescription Drug Program and click The Empire Plan: Drugs that Require Prior Authorization.

Benefits On the Web

You'll find NYSHIP Online, the Employee Benefits Division home page, on the New York State Department of Civil Service web site at https://www.cs.ny.gov. Click on Benefit Programs and follow the prompts to NYSHIP Online.

On your first visit, you will be asked what group and benefit plan you have. Thereafter, you will not be prompted to enter this information if you have your cookies enabled. Cookies are simple text files stored on your web browser to provide a way to identify and distinguish the users of this site. If enabled, cookies will customize your visit to the site and group-specific pages will then display each time you visit unless you select Change Your Group on a toolbar near the top left of the page.

Without enabling cookies, when you select your group and health benefits plan to view your group-specific health insurance benefits, you will be required to reselect your group and benefits plan each time you navigate the health benefits section of the web site or revisit the site from the same computer at another time.

NYSHIP Online is a complete resource for your health insurance benefits, including up-to-date publications, Option Transfer and a Plan Comparison tool with summaries for The Empire Plan and NYSHIP HMOs. You'll also find links to select Empire Plan carrier web sites. These web sites include the most current list of providers. You can search by location, specialty or name. Announcements, an event calendar, prescription drug information and handy contact information are only a click or two away.

Grandfathered Health Plans

Under the Patient Protection and Affordable Care Act, a grandfathered health plan is permitted to preserve certain basic health coverage that was already in effect when the Act was signed into law on March 23, 2010. Being a grandfathered health plan means that the plan may delay implementation of certain features of health care reform that apply to non-grandfathered health plans. For example, the requirement for the provision of preventive health services without any cost sharing does not need to be included under a health care plan until the plan is no longer grandfathered. However, grandfathered health plans must comply with certain other consumer protections in the Act such as, the elimination of lifetime limits on certain benefits. The Empire Plan benefit package provided to your group is a grandfathered plan.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the New York State Department of Civil Service Employee Benefits Division, Alfred E. Smith State Office Building, Albany, NY 12239. You may also contact the U.S. Department of Health and Human Services at www.healthcare.gov.

This document provides a brief look at Empire Plan benefits for Agency Law Enforcement Services Unit (ALESU) enrollees who are represented by Police Benevolent Association of New York State (PBANYS). Use it with your *NYSHIP General Information Book & Empire Plan Certificate* and *Empire Plan Reports* and *Certificate Amendments*. If you have questions, call **1-877-7-NYSHIP (1-877-769-7447)** and choose the program you need.

New York State
Department of Civil Service
Employee Benefits Division
Albany, New York 12239

518-457-5754 or 1-800-833-4344
(U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.ny.gov

The *Empire Plan At A Glance* is published by the Employee Benefits Division of the New York State Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits through The Empire Plan.

New York State
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, New York 12301-1068
https://www.cs.ny.gov

Address Service Requested

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Please do not send mail or correspondence to the return address above. See boxed address on page 15.

Save this document

Information for the Enrollee, Enrolled Spouse/
Domestic Partner and Other Enrolled Dependents

ALESU At A Glance – January 2012

It is the policy of the New York State Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service web site (https://www.cs.ny.gov). Check the web site for timely information that meets universal accessibility standards adopted by New York State for NYS agency web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA Enrollees: Contact the Employee Benefits Division at 518-457-5754 or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands).

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NY0926 AAG-ALESU-1/12

The Empire Plan Copayments at a Glance

Medical/Surgical Program

Participating Provider Program

$15 Copayment - Office Visit, Office Surgery, Radiology, Diagnostic Laboratory Tests, Free-standing participating Cardiac Rehabilitation Center Visit, Urgent Care Visit
$15 Copayment - Non-hospital Outpatient Surgical Locations
$35 Copayment - Local Professional/Commercial Ambulance Transportation

Chiropractic Treatment or Physical Therapy Services (Managed Physical Medicine Program)

$15 Copayment - Office Visit, Radiology, Diagnostic Laboratory Tests

Hospital Services (Hospital Program)

$15 Copayment - Outpatient Physical Therapy
$35 Copayment - Outpatient Services for Outpatient Surgery, Diagnostic Radiology, Diagnostic Laboratory Tests, Mammography Screening and Administration of Desferal for Cooley's Anemia in a Network Hospital or Hospital Extension Clinic
$50 Copayment - Emergency Room Care

Mental Health and Substance Abuse Program

$15 Copayment - Visit to Outpatient Substance Abuse Treatment Program
$15 Copayment - Visit to Mental Health Professional
$50 Copayment - Emergency Room Care

Prescription Drug Program

Up to a 90-day supply from a retail pharmacy or mail service (see copayment chart on page 12).

MC; Legislature

Management/Confidential; Legislature

The New York State Health Insurance Program

For Employees of the State of New York designated Management/Confidential; Legislature; and for their enrolled dependents, for COBRA enrollees with their Empire Plan benefits and Young Adult Option enrollees

Call toll free 1-877-7-NYSHIP (1-877-769-7447)

For preauthorization of services or if you have questions about eligibility, providers or claims, call The Empire Plan toll free and choose the program you need. Medical/Surgical Program representatives are available Monday through Friday, 8 a.m. to 4:30 p.m. Eastern time and Hospital Program representatives are available Monday through Friday, 8 a.m. to 5 p.m. Eastern time. Mental Health and Substance Abuse Program, Prescription Drug Program and NurseLine$_{SM}$ representatives are available 24 hours a day, seven days a week. See page 15 for addresses and teletypewriter (TTY) numbers.

This guide briefly describes Empire Plan benefits. It is not a complete description and is subject to change. For a complete description of your benefits and your responsibilities, refer to your January 2002 *NYSHIP General Information Book and Empire Plan Certificate* and all *Empire Plan Reports* and *Certificate Amendments* issued since. If you have health insurance questions, contact your agency Health Benefits Administrator (HBA).

New York State Department of Civil Service
Employee Benefits Division
Alfred E. Smith State Office Building
Albany, NY 12239
https://www.cs.ny.gov

THE EMPIRE PLAN

at a Glance

JANUARY 1, 2012

What's New

- **Combined Annual Deductible** for the Basic Medical Program, non-network coverage under the Home Care Advocacy Program and Mental Health and Substance Abuse Program increases to $1,000.*
- **Combined Annual Coinsurance Maximum** for the Basic Medical Program and non-network coverage under the Hospital Program and Mental Health and Substance Abuse Program increases to $3,000.*

  *Each $1,000 deductible and $3,000 coinsurance maximum is reduced to a $500 deductible and $1,500 coinsurance maximum for calendar year 2012 for employees in (or equated to) salary grade 6 or below on January 1, 2012. Newly eligible employees who meet these requirements become eligible for the reduced deductible and coinsurance maximums on the later of January 1, 2012 or the date their coverage begins.
- **Federal Health Care Reform** - As a result of the federal Patient Protection and Affordable Care Act:
  - Certain covered preventive care services are paid in full when received from a participating provider or at a network hospital
  - In a medical emergency, non-participating specialty provider charges considered under the Basic Medical Program are subject to deductible, but not coinsurance
- **Convenience Care Clinics** - Health clinics in fixed locations in retail stores, supermarkets and pharmacies that provide a range of services including treatment of uncomplicated minor illness and preventive health care services. Covered services rendered at a participating convenience care clinic will be subject to the usual office copayment. There is no non-network benefit. **Note:** Drop-in seasonal flu vaccine clinics held in pharmacies are not convenience care clinics and are not covered.
- **Guaranteed Access** - For primary care access to physicians and certain specialists in New York State and surrounding counties.
- **Licensed Nurse Practitioners** – The participating provider network has expanded to include licensed and certified nurse practitioners. Services are subject to the usual copayment rules and amounts. There is no non-network benefit.
- **2012 Empire Plan Flexible Formulary**

Please see *Contact Information* on page 15 for NYSHIP addresses and teletypewriter (TTY) numbers.

Quick Reference

The Empire Plan is a comprehensive health insurance program for New York's public employees and their families. The Plan has four main parts:

(1) Hospital Program
insured and administered by Empire BlueCross BlueShield

Provides coverage for inpatient and outpatient services provided by a hospital, skilled nursing facility and hospice care. Includes the Centers of Excellence for Transplants Program. Also provides inpatient Benefits Management Program services, including preadmission certification of hospital admissions and admission or transfer to a skilled nursing facility, concurrent reviews, discharge planning, inpatient Medical Case Management and The Empire Plan Future Moms Program.

Services provided by Empire HealthChoice Assurance, Inc., a licensee of the BlueCross and BlueShield Association, an association of independent BlueCross and BlueShield plans.

(2) Medical/Surgical Program
insured and administered by UnitedHealthcare

Provides coverage for medical services, such as office visits, surgery and diagnostic testing under the Participating Provider, Basic Medical and Basic Medical Provider Discount Programs. Coverage for physical therapy and chiropractic care is provided through the Managed Physical Medicine Program.

Also provides: coverage for home care services, durable medical equipment and certain medical supplies through the Home Care Advocacy Program (HCAP); the Prosthetics/ Orthotics Network; Centers of Excellence Programs for Infertility and Cancer; and Benefits Management Program services including Prospective Procedure Review for MRI, MRA, CT, PET scan, and Nuclear Medicine tests, Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management.

(3) Mental Health and Substance Abuse Program
insured by UnitedHealthcare and administered by OptumHealth Behavioral Solutions (OptumHealth)

Provides coverage for inpatient and outpatient mental health and substance abuse services. Also provides preadmission certification of inpatient and outpatient services, concurrent reviews, case management and discharge planning.

(4) Prescription Drug Program
insured and administered by UnitedHealthcare

Provides coverage for prescription drugs dispensed through Empire Plan network pharmacies, the mail service pharmacy, the specialty pharmacy and non-network pharmacies.

UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Services, Inc. (Medco) for services including the retail pharmacy network, mail service pharmacy and specialty pharmacy.

Preventive Care Services

This publication reflects the coverage changes for your benefit plan as required under the federal Patient Protection and Affordable Care Act (PPACA). Among the PPACA provisions is a requirement to cover certain in-network preventive care services without enrollee cost sharing. As required by PPACA, certain services received from an Empire Plan participating provider or network hospital will be paid at 100% (not subject to copayment).

Preventive care services covered under PPACA with no copayment at a network hospital or from a participating provider include: bone density tests, colonoscopies, mammograms, pap smears, proctosigmoidoscopies and sigmoidoscopies, certain immunizations and certain preventive care and screenings for infants, children, adolescents and adults. This is not the complete list of preventive screenings and services.

For further information on preventive services, visit www.healthcare.gov.

Benefits Management Program

for preadmission certification

If The Empire Plan is primary for you or your covered dependents:

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program:

- Before a scheduled (non-emergency) hospital admission.
- Before a maternity hospital admission. Call as soon as a pregnancy is certain.
- Within 48 hours, or as soon as reasonably possible, after an emergency or urgent hospital admission.

If you do not call, a $200 penalty will be applied to the charges if it is determined that your hospitalization is medically necessary. If Empire BlueCross BlueShield does not certify the hospitalization, you will be responsible for the entire cost of care determined not to be medically necessary.

- Before admission or transfer to a skilled nursing facility. If the admission or transfer to a skilled nursing facility is determined not to be medically necessary, you will be responsible for the entire cost.

Empire BlueCross BlueShield also provides concurrent review, discharge planning, inpatient Medical Case Management and the Empire Plan Future Moms Program.

for Prospective Procedure Review

If The Empire Plan is primary for you or your covered dependents:

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program before having a scheduled (non-emergency) Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computerized Tomography (CT), Positron Emission Tomography (PET) scan or a Nuclear Medicine test unless you are having the test as an inpatient in a hospital. If you do not call, you will pay a large part of the cost. If the test or procedure is determined not to be medically necessary, you will be responsible for the entire cost.

UnitedHealthcare helps coordinate Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management for serious conditions.

Centers of Excellence

Cancer Services

to participate

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program or call the Cancer Resources Center toll free at **1-866-936-6002** and register to participate in the Centers of Excellence for Cancer Program.

Paid-in-full benefits are available for cancer services at a designated Center of Excellence when arranged through UnitedHealthcare. You will also receive nurse consultations and assistance in locating cancer centers. When applicable, a travel, lodging and meal allowance is available. See page 4 for details.

If you do not use a Center of Excellence, benefits will be provided in accordance with The Empire Plan Hospital Program coverage and/or Medical/Surgical Program coverage.

Program requirements apply even if Medicare or another health insurance plan is primary.

Transplants Program

for prior authorization

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program for preauthorization of the following transplants provided through the Centers of Excellence for Transplants Program: bone marrow, peripheral stem cell, cord blood stem cell, heart, heart-lung, kidney, liver, lung, pancreas, pancreas after kidney and simultaneous kidney/pancreas.

A paid-in-full benefits are available for the following transplant services when authorized by Empire BlueCross BlueShield and received at a designated Center of Excellence: pretransplant evaluation, inpatient and outpatient hospital and physician services and up to twelve months of follow-up care. When applicable, a travel allowance is available. See page 4 for details.

If a transplant is authorized but you do not use a designated Center of Excellence, benefits will be provided in accordance with The Empire Plan hospital and/or medical/surgical coverage. If you choose to have your transplant in a facility other than a designated Center of Excellence, or if you require a small bowel or multivisceral transplant, you may still take advantage of the Hospital Program case management services for transplant patients if you enroll in the Centers of Excellence for Transplants Program. A case management nurse will help you through the transplants process.

To enroll in the Program and receive these benefits, The Empire Plan must be your primary insurance coverage.

Infertility Benefits

for prior authorization

You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447**) and choose the Medical Program for preauthorization and a list of Qualified Procedures before receiving services.

Paid-in-full benefit is available subject to the lifetime maximum of $50,000 per covered person for Qualified Procedures, including any travel allowance, when you choose a Center of Excellence for Infertility Treatment and receive prior authorization. When applicable, a travel allowance is available. See page 4 for details.

If a Qualified Procedure is authorized but you do not use a Center of Excellence, benefits will be provided in accordance with The Empire Plan Hospital Program coverage and/or Medical/Surgical Program coverage.

All authorized procedures are subject to the lifetime maximum for Qualified Procedures. If you do not receive prior authorization, no benefits are available for Qualified Procedures under The Empire Plan's Hospital Program or Medical/ Surgical Program. You will pay the full cost, regardless of the provider.

Program requirements apply even if Medicare or another health insurance plan is primary.

Centers of Excellence Travel Allowance

When you are enrolled in the Centers of Excellence Program or are preauthorized for Infertility Benefits, you will not have any copayments. A travel, lodging and meal expenses benefit is available to you for travel within the United States. The travel and meals benefit is available to the patient and one travel companion when the facility is more than 100 miles (200 miles for airfare) from the patient's home. If the patient is a minor child, the benefit will include coverage for up to two companions. Benefits will also be provided for one lodging per day. Reimbursement for lodging and meals will be limited to the United States General Services Administration per diem rate. Reimbursement for automobile mileage will be based on the Internal Revenue Service medical rate. Only the following travel expenses are reimbursable: meals, auto mileage (personal or rental car), economy class airfare, train fare, taxi fare, parking, tolls and shuttle or bus fare from lodging to the Center of Excellence. The Travel Allowance will be applied toward the $50,000 maximum lifetime benefit for Infertility Benefits.

Combined Annual Deductible and Combined Coinsurance Maximum

Combined Annual Deductible

The Empire Plan deductible is $1,000 for the enrollee, $1,000 for the enrolled spouse/domestic partner and $1,000 for all dependent children combined.

The combined deductible must be met before your Basic Medical Program and non-network expenses under the Home Care Advocacy Program and the Mental Health and Substance Abuse Program claims can be reimbursed.

Each $1,000 deductible amount shall be reduced to $500 per calendar year for employees in or equated to salary level six or below as of January 1, 2012.

Combined Coinsurance Maximum

The coinsurance maximum is $3,000 for the enrollee, $3,000 for the enrolled spouse/domestic partner and $3,000 for all dependent children combined.

The coinsurance maximum will be shared among the Basic Medical Program and non-network coverage under the Hospital Program and Mental Health and Substance Abuse Program.

Each $3,000 coinsurance maximum shall be reduced to $1,500 per calendar year for employees in or equated to salary level six or below as of January 1, 2012.

Hospital Program

The Hospital Program pays for covered services provided in a network/non-network inpatient or outpatient hospital, skilled nursing facility or hospice setting. Covered services and supplies must be medically necessary as defined in the current version of your *NYSHIP General Information Book & Empire Plan Certificate* or as amended in subsequent *Empire Plan Reports*. The non-network coinsurance is only applicable when The Empire Plan is providing primary insurance coverage. The Medical/Surgical Program provides benefits for certain medical and surgical care when it is not covered by the Hospital Program. Call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program for preadmission certification or if you have questions about your benefits, coverage or an Explanation of Benefits (EOB) Statement.

Network coverage applies when you receive emergency or urgent services in a non-network hospital, or when you do not have access to a network hospital.

Hospital Inpatient • *Semi-private room*

for preadmission certification

Hospital Program

You are covered under the Hospital Program for up to a combined maximum of 365 days per spell of illness for covered inpatient diagnostic and therapeutic services or surgical care in a network and/or non-network hospital as defined in the *NYSHIP General Information Book & Empire Plan Certificate*. Inpatient hospital coverage is provided under the Basic Medical Program after Hospital Program benefits end.

Network Coverage

When you use a network hospital, you pay no coinsurance, copayment or deductible.

Non-network Hospital Coverage

When you use a non-network hospital, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. See above.

Hospital Outpatient

The hospital outpatient services covered under the Program are the same whether received in a network or non-network hospital outpatient department or in a network or non-network hospital extension clinic.

Network Coverage

Outpatient surgery is subject to a $60 copayment. Diagnostic radiology, diagnostic laboratory tests and administration of Desferal for Cooley's Anemia provided in the outpatient department of a network hospital or a network hospital extension clinic are subject to one copayment of $40 per visit. Paid-in-full benefits for bone mineral density tests, colonoscopies, mammograms, pap smears, proctosigmoidoscopy and sigmoidoscopy screenings considered preventive as defined in the Patient Protection and Affordable Care Act. The copayment is waived if you are admitted as an inpatient directly from the outpatient department or the clinic.

Paid-in-full benefit for preadmission testing and/or testing before surgery prior to an inpatient admission, chemotherapy, radiology, anesthesiology, pathology or dialysis.

$20 copayment for medically necessary physical therapy following a related hospitalization or related inpatient or outpatient surgery. (Refer to your *Empire Plan Certificate* for other conditions of coverage.)

Non-network Hospital Coverage

You are responsible for a coinsurance amount of 10 percent of billed charges or $75 (whichever is greater) up to the combined annual coinsurance maximum. See page 4. When the coinsurance maximum has been satisfied, you will receive network benefits subject to all applicable network copayments.

Medically necessary physical therapy is covered under the Managed Physical Medicine Program when not covered under the Hospital Program. (See Medical/Surgical Coverage.)

Emergency room services, including use of the facility for emergency care and services of the attending emergency room physician and providers who administer or interpret laboratory tests and electrocardiogram services are subject to one copayment of $70 per visit when billed by the hospital. The copayment is waived if you are admitted as an inpatient directly from the emergency room.

Emergency room services, Network Coverage applies.

Note: In case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram exams, and/or pathology services. This benefit applies to the Participating Provider Program and the Basic Medical Program. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Skilled Nursing Facility Care • *Semi-private room*

for preadmission certification (see page 2)

If Medicare is your primary coverage, The Empire Plan does not provide Skilled Nursing Facility benefits (except for active enrollees disabled due to end-stage renal disease), even for short-term rehabilitation care.

Network Coverage

Skilled nursing services covered under the Program are covered in an approved network facility when medically necessary in place of hospitalization. Refer to the *NYSHIP General Information Book & Empire Plan Certificate* regarding the number of days of skilled nursing facility care for which coverage is provided and other conditions of coverage.

Non-network Coverage

The skilled nursing services covered under the Program are the same whether received in a network or non-network facility. However, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. When the coinsurance maximum has been satisfied, you will receive network benefits. See page 4.

Hospice Care

for preadmission certification (see page 2)

Network Coverage

Paid in full when provided by an approved network hospice program as described in the *Empire Plan Certificate.*

Non-network Coverage

The hospice care services covered under the Program are the same whether received in a network or non-network hospice program. However, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. When the coinsurance maximum has been satisfied, you will receive network benefits. See page 4.

Medical and Surgical Benefits for Covered Services Received in a Hospital Inpatient or Outpatient Setting, Skilled Nursing Facility or Hospice

Participating Provider Program

Paid-in-full benefits for covered services.

Basic Medical Program

Paid-in-full benefits for covered radiology, anesthesiology and laboratory services received while in a network facility. Basic Medical benefits for all other covered medical/surgical services.

Note: In case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiogram exams, and/or pathology services. This benefit applies to the Participating Provider Program and the Basic Medical Program. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Medical/Surgical Program

The Medical/Surgical Program pays for covered medical/surgical services under either the Participating Provider Program or the Basic Medical Program. Call the Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program if you have questions about your benefits coverage or an Explanation of Benefits (EOB) Statement. Covered services and supplies must be medically necessary as defined in the current version of your *NYSHIP General Information Book & Empire Plan Certificate* or as amended in subsequent *Empire Plan Reports*.

Participating Provider Program

You pay a copayment for office visits, surgical procedures performed during an office visit, contraceptive drugs and devices dispensed in a doctor's office, radiology services and diagnostic laboratory services, outpatient surgical location visits, cardiac rehabilitation center visits, urgent care center visits and convenience care clinics. Other covered services received, including covered preventive care services as defined in the Patient Protection and Affordable Care Act, from a participating provider are paid in full.

The Plan does not guarantee that participating providers are available in all specialties or geographic locations. See page 7.

Basic Medical Program

Basic Medical Annual and Lifetime Maximum: Unlimited.

Combined Annual Deductible: The combined annual deductible must be satisfied before benefits are payable. See page 4.

Coinsurance: The Empire Plan pays 80 percent of reasonable and customary charges for covered services after you meet the combined annual deductible.

Reasonable and Customary Charge: The lowest of the actual charge, the provider's usual charge or the usual charge within the same geographic area.

Combined Annual Coinsurance Maximum: After the combined annual coinsurance maximum is reached, benefits are paid at 100 percent of reasonable and customary charges for covered services. See page 4.

Participating Provider Program, continued

To learn whether a provider participates, check with the provider directly, call The Empire Plan toll-free number and choose the Medical Program or visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Then click on Find a Provider.

Always confirm the provider's participation **before** you receive services.

Basic Medical Program, continued

(or) Basic Medical Provider Discount Program:
If The Empire Plan is your primary insurance coverage and you use a non-participating provider who is part of the Empire Plan MultiPlan group, your out-of-pocket expense will, in most cases, be reduced. Your share of the cost will be based on the lesser of the Empire Plan MultiPlan fee schedule or the reasonable and customary charge.

The Empire Plan MultiPlan provider will submit bills and receive payments directly from UnitedHealthcare. You are only responsible for the applicable deductible and coinsurance amounts. To find a provider, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program or go to the New York State Department of Civil Service web site at https://www.cs.ny.gov.

Guaranteed Access Feature

The Empire Plan will guarantee access to primary care physicians and certain specialists (listed below) in New York State and counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and Vermont that share a border with the State of New York when there are no Empire Plan participating providers within a reasonable distance from the enrollees's residence, (see chart below). To receive network benefits, enrollees must contact the Benefits Program at **1-877-7-NYSHIP (1-877-769-7447)** prior to receiving services and use one of the providers approved by the Benefits Program. You will be responsible for contacting the provider to arrange care. Appointments are subject to provider's availability and the Benefits Management Program does not guarantee that a provider will be available in a specified time period.

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Primary Care	Specialist
Urban: 8 miles	Urban: 15 miles
Suburban: 15 miles	Suburban: 25 miles
Rural: 25 miles	Rural: 50 miles

Within these mileage standards, network benefits are guaranteed for the following primary care physicians and core specialties:

Primary Care Physicians	Specialties	Specialties Continued
Family Practice	Allergy	Ophthalmology
General Practice	Anesthesia	Orthopedic Surgery
Internal Medicine	Cardiology	Otolaryngology
Pediatrics	Dermatology	Pulmonary Medicine
Obstetrics/Gynecology	Emergency Medicine	Radiology
	Gastroenterology	Rheumatology
	General Surgery	Urology
	Hematology/Oncology	
	Neurology	

Doctor's Office Visit/Office Surgery; Laboratory/Radiology; Contraceptives

Participating Provider Program

You pay a $20 copayment for each of the following when you use a participating provider: office visit/office surgery; laboratory/radiology; contraceptives. No copayment for prenatal visits and well-child care.

Basic Medical Program

Basic Medical benefits for covered services received from non-participating providers.

Routine Health Exams

Participating Provider Program

Paid-in-full benefits for preventive care services as defined in the Patient Protection and Affordable Care Act. Other covered services subject to a $20 copayment per visit to a participating provider.

Basic Medical Program

Routine health exams are covered for you, the active employee, if you are age 50 or over and for your spouse/ domestic partner age 50 or older. This benefit is not subject to deductible or coinsurance.

Adult Immunizations

Participating Provider Program

Paid-in-full benefit for covered adult immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention when received from a participating provider, including influenza, pneumonia, measles-mumps-rubella (MMR), varicella (chickenpox), tetanus immunizations, Human Papillomavirus (HPV) immunizations (covered for female enrollees and dependents age 19 through 26 and male enrollees and dependents age 19 through 21), meningitis immunizations and Herpes Zoster (Shingles) immunization for enrollees and dependents age 60 or older. Herpes Zoster (Shingles) immunization is covered subject to a $20 copayment for enrollees under age 60. The copayment also covers the cost of oral and injectable substances received from a participating provider.

Note: Vaccines/immunizations are not covered if administered by a pharmacist or purchased from a pharmacy. (Does not apply to participating convenience care clinics.)

Basic Medical Program

Not covered

Routine Pediatric Care • *Up to age 19*

Participating Provider Program

Paid-in-full benefit for routine well-child care received from a participating provider, including examinations, immunizations and cost of oral and injectable substances (including influenza vaccine) when administered according to pediatric immunization guidelines.

Basic Medical Program

Routine Newborn Child Care Doctor's services for routine care of a newborn child are covered. This benefit is not subject to deductible or coinsurance.

Routine Pediatric Care Basic Medical benefits for covered services provided by non-participating providers.

Hearing Aids

Participating Provider Program

The Basic Medical benefit applies whether you use a participating or a non-participating provider.

Basic Medical Program

Hearing aid evaluation, fitting and purchase of hearing aids covered up to a maximum reimbursement of $1,500 per hearing aid, per ear, once every four years; children age 12 years and under, covered up to $1,500 per hearing aid, per ear, once every two years if the existing hearing aid can no longer compensate for the child's hearing loss. This benefit is not subject to deductible or coinsurance.

Prostheses and Orthotic Devices

Participating Provider Program

Paid-in-full benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a participating provider.

Basic Medical Program

Basic Medical benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a non-participating provider.

Wigs are covered up to a $1,500 lifetime maximum when hair loss is due to a chronic or acute condition. This benefit is not subject to deductible or coinsurance.

External Mastectomy Prostheses

Participating Provider Program
The Basic Medical benefit applies whether you use a participating or non-participating provider.

Basic Medical Program
Paid-in-full benefits will be provided once each calendar year for one single or double external mastectomy prosthesis. You must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose the Medical Program, then the Benefits Management Program, for precertification of any single prosthesis costing $1,000 or more. For a prosthesis requiring prior approval, benefits will be available for the most cost-effective prosthesis that meets an individual's functional needs.

This benefit is not subject to deductible or coinsurance.

Diabetes Education Centers

Participating Provider Program
Covered services are subject to a $20 copayment per visit to a Diabetes Education Center.

Basic Medical Program
Basic Medical benefits for covered visits to a Diabetes Education Center.

Outpatient Surgical Locations

Participating Provider Program
$30 copayment covers facility, same-day on-site testing and anesthesiology charges for covered services at a participating surgical center. (Hospital and hospital-based Outpatient Surgical Locations are covered. See page 5.)

Basic Medical Program
Basic Medical benefits for covered services provided by non-participating surgical centers. (Hospital and hospital-based Outpatient Surgical Locations are covered. See page 5.)

Emergency Ambulance Service

Participating Provider Program
The Basic Medical benefit applies whether you use a participating or a non-participating provider.

Basic Medical Program
Local commercial ambulance charges are covered except the first $35. Donations to voluntary ambulance services, when the enrollee has no obligation to pay, up to $50 for under 50 miles and up to $75 for 50 miles and over.

This benefit is not subject to deductible or coinsurance.

Managed Physical Medicine Program administered by Managed Physical Network *(MPN)*

Chiropractic Treatment and Physical Therapy

Network Coverage ***(when you use MPN)***
You pay a $20 copayment for each office visit to an MPN provider. You pay an additional $20 copayment for related radiology and diagnostic laboratory services billed by the MPN provider. Maximum of two copayments per visit.

Guaranteed access to network benefits. Contact MPN prior to receiving services if there is not a network provider in your area.

Non-network Coverage ***(when you don't use MPN)***
Annual Deductible: $250 enrollees; $250 enrolled spouse/domestic partner; $250 all dependent children combined. This deductible is separate from the combined annual deductible.

Coinsurance: The Empire Plan pays up to 50 percent of the network allowance after you meet the annual deductible. There is no coinsurance maximum.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by UnitedHealthcare.

Home Care Advocacy Program *(HCAP)*

Home Care Services, Skilled Nursing Services and Durable Medical Equipment/Supplies

for prior authorization

Network Coverage ***(when you use HCAP)***
To receive a paid-in-full benefit, you must call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program, then Benefits Management Program, to precertify and help make arrangements for covered services, durable medical equipment and supplies, including one pair of diabetic shoes per year, insulin pumps, Medijectors and enteral formulas. Diabetic shoes have an annual maximum benefit of $500.

Important: If Medicare is your primary coverage, and you do not use a Medicare contract provider, your benefits will be further reduced.

Exceptions: For diabetic supplies (except insulin pumps and Medijectors), call The Empire Plan Diabetic Supplies Pharmacy at **1-888-306-7337**. For ostomy supplies, call Byram Healthcare Centers at **1-800-354-4054**.

Non-network Coverage ***(when you don't use HCAP)***
The first 48 hours of nursing care are not covered. After you meet the combined annual deductible, see page 4, The Empire Plan pays up to 50 percent of the HCAP network allowance for covered services, durable medical equipment and supplies. There is no coinsurance maximum. You are also covered for one pair of diabetic shoes per year that are paid up to 75 percent of the HCAP network allowance with a $500 annual maximum.

Program requirements apply even if Medicare or another health insurance plan is primary.

Important: If Medicare is your primary coverage and you live in an area or need supplies while visiting an area that participates in the Medicare Durable Medical Equipment, Prosthetics and Orthotics Supply (DMEPOS) Competitive Bidding Program, you must use a Medicare-approved supplier. See your January 1, 2011 and later Empire Plan Reports for areas affected by DMEPOS. If you need assistance locating a Medicare contract supplier, contact HCAP toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose the Medical Program, then Benefits Management Program.

Mental Health and Substance Abuse Program

to ensure highest level of benefits

Call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Mental Health and Substance Abuse Program before seeking services from a covered mental health or substance abuse provider, including treatment for alcoholism. The OptumHealth Clinical Referral Line is available 24 hours a day, every day of the year. By following the Program requirements for network coverage, you will receive the highest level of benefits. If you contact the Mental Health and Substance Abuse Program before you receive services, you have guaranteed access to network benefits.

In an emergency, go to the nearest hospital emergency room. You or your designee must call the Mental Health and Substance Abuse Program within 48 hours of an admission for emergency care or as soon as reasonably possible.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by OptumHealth.

Mental Health and Substance Abuse Benefits

Network Coverage
No deductibles

No annual or lifetime benefit maximums

Non-network Coverage
The amount you pay for non-network inpatient and outpatient services counts toward meeting your combined annual deductible. See page 4 for the combined annual deductibles and maximum coinsurance amounts.

Inpatient Services

	Network Coverage	Non-network Coverage
Approved Facilities	Paid-in-full	When you use a non-network facility, you will be responsible for a coinsurance amount of 10 percent of billed charges up to the combined annual coinsurance maximum. Benefits will be paid at 100 percent after the combined coinsurance maximum is met. See page 4. No non-network benefits are available for Residential Treatment Facilities, Halfway Houses or Group Homes.
Practitioner Treatment or Consultation	Paid-in-full	Same as inpatient non-network coverage above.

Ambulance Service

Ambulance service to a hospital where you will be receiving mental health or substance abuse treatment is covered when medically necessary.

Outpatient Services

	Network Coverage	Non-network Coverage
	Mental Health: $20 copayment per visit with up to three visits per crisis paid in full. **Substance Abuse:** $20 copayment per visit.	**Annual and Lifetime Maximum:** Unlimited. **Combined Annual Deductible**: The combined annual deductible must be satisfied before benefits are payable. See page 4. **Coinsurance**: The Empire Plan pays 80 percent of reasonable and customary charges for covered services after you meet the combined annual deductible. **Reasonable and Customary Charge:** The lowest of the actual charge, the provider's usual charge or the usual charge within the same geographic area. **Combined Annual Coinsurance Maximum:** After the combined annual coinsurance maximum is reached, benefits are paid at 100 percent of reasonable and customary charges for covered services. See page 4.
Hospital Emergency Room	$70 copayment per visit. The copayment is waived if you are admitted to the hospital as an inpatient directly from the hospital emergency room.	Same as network benefits.

Psychological Testing

Network or non-network psychological testing and evaluations will be reviewed for medical necessity; only medically necessary services are covered. Therefore, precertification by OptumHealth is recommended before testing or evaluation begins.

Note: Psychological testing done by a physician, such as a neurologist, is covered under the Medical Program. These services will be reviewed by UnitedHealthcare for medical necessity. Precertification by UnitedHealthcare is recommended before testing or evaluation begins.

Prescription Drug Program

This section does not apply if you have enrolled in a Medicare Part D prescription drug program.

Copayments

You have the following copayments for drugs purchased from a Network Pharmacy or through the Mail Service Pharmacy or designated Specialty Pharmacy.

Up to a 30-day supply of a covered drug from a Network Pharmacy or through the Mail Service Pharmacy, or designated Specialty Pharmacy		**31- to 90-day supply of a covered drug from a Network Pharmacy**		**31- to 90-day supply of a covered drug through the Mail Service Pharmacy or designated Specialty Pharmacy**	
Level 1 Drugs or for most Generic Drugs	$5	Level 1 Drugs or for most Generic Drugs	$10	Level 1 Drugs or for most Generic Drugs	$5
Level 2, Preferred Drugs or Compound Drugs	$25	Level 2, Preferred Drugs or Compound Drugs	$50	Level 2, Preferred Drugs or Compound Drugs	$50
Level 3 or Non-preferred Drugs	$45	Level 3 or Non-preferred Drugs	$90	Level 3 or Non-preferred Drugs	$90

Note: Oral chemotherapy drugs for the treatment of cancer do not require a copayment.

If you choose to purchase a covered brand-name drug that has a generic equivalent, you will pay the Level 3 non-preferred drug copayment plus the difference in cost between the brand-name drug and the generic (ancillary charge), not to exceed the full retail cost of the covered drug, unless the brand-name drug has been placed on Level 1 of the Flexible Formulary. Certain covered drugs are excluded from this requirement. You pay only the applicable copayment for these covered brand-name drugs with generic equivalents: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid, Tegretol and Tegretol XR. One copayment covers up to a 90-day supply.

You have coverage for prescriptions of up to a 90-day supply at all network, non-network and mail service pharmacies. Prescriptions may be refilled for up to one year.

Flexible Formulary

The Empire Plan Prescription Drug Program has a flexible formulary for prescription drugs. The Empire Plan Flexible Formulary drug list is designed to provide enrollees and the Plan with the best value in prescription drug spending. This is accomplished by:

- Excluding coverage for certain brand-name or generic drugs, if the drug has no clinical advantage over other covered medications in the same therapeutic class.
- Placing a brand-name drug on Level 1 or excluding or placing a generic drug on Level 3, subject to the appropriate copayment. These placements may be revised mid-year when such changes are advantageous to The Empire Plan. Enrollees will be notified in advance of such changes.
- Applying the highest copayment to non-preferred drugs that provide no clinical advantage over two or more Level 1 drug alternatives in the same therapeutic class. This may result in no Level 2 brand-name drugs.

Certain drugs have been added to the list of drugs excluded from coverage under the 2012 Empire Plan Flexible Formulary. A list of accepted alternatives to these excluded drugs, along with a complete list of all excluded drugs, is available online. Visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. Click on Benefit Programs and follow the prompts to access NYSHIP Online. On the NYSHIP Online home page, select Using Your Benefits and then 2012 Empire Plan Flexible Formulary.

New prescription drugs may be subject to exclusion when they first become available on the market. Check the web site for current information regarding exclusions of newly launched prescription drugs. Coverage for prescription drugs excluded under the benefit plan design are not subject to exception. This includes prescription medications excluded from coverage under the Empire Plan Flexible Formulary.

Newly Excluded Drugs for 2012

- Androgel
- Analpram Advanced Kit
- Aricept 23mg
- Cambiac 250 (generic Soma 250mg)
- Centany AT
- Clindacin PAC
- Jalyn
- Morgidox Kit
- Orbivan
- Pacnex HP/Pacnex LP/Pacnex Mx
- Pennsaid
- Rybix ODT
- Silenor
- Sumaxin TS
- Tobradex ST
- Tribenzor
- Tricor
- Trilipix
- Uramaxin GT
- Veltin
- Vimovo
- Xerese
- Zuplenz
- Zyclara

An excluded drug is not subject to any type of appeal or coverage review, including a medical necessity appeal.

Half Tablet Program

The Half Tablet Program can dramatically lower your costs on select medications that you take on a regular basis. To participate in the Program, your doctor must write a new prescription for twice the dosage and half the quantity. Then when you fill the prescription, you automatically pay only half your usual copayment. Split each tablet and take half to get your usual dosage at half the cost. To see a list of medications available under this program, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov and select Benefit Programs. Follow the prompts to access NYSHIP Online and choose Find a Provider. Scroll to Prescription Drug Program links and click on Empire Plan Half Tablet Program. The Empire Plan will provide participants with one free tablet splitter by mail upon request.

Prior Authorization Required

You must have prior authorization for the following drugs, including generic equivalents:

- Abstral
- Actemra
- Actiq
- Adcirca
- Amevive
- Ampyra
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Dysport
- Egrifta
- Enbrel
- Epogen/Procrit
- fentanyl citrate powder
- Fentora
- Flolan
- Forteo
- Gilenya
- Growth Hormones
- Humira
- Immune Globulins
- Incivek
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Lazanda
- Letairis
- Makena
- Myobloc
- Nuvigil
- Onsolis
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Ribavirin
- Simponi
- Sporanox
- Stelara
- Synagis
- Tracleer
- Tysabri
- Tyvaso
- Veletri
- Ventavis
- Victrelis
- Weight Loss Drugs
- Xeomin
- Xolair
- Xyrem

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. The above list of drugs is subject to change as drugs are approved by the Food and Drug Administration and introduced into the market. For information about prior authorization requirements, or the current list of drugs requiring authorization, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Empire Plan Prescription Drug Program. Or, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to NYSHIP Online. Select Find a Provider and scroll to Prescription Drug Program and click The Empire Plan: Drugs that Require Prior Authorization.

Refer to the Certificate Amendments in your January 2011 Empire Plan Report for additional information.

Specialty Pharmacy Program

The Empire Plan Specialty Pharmacy Program offers individuals using specialty drugs enhanced services including: disease and drug education, compliance management, side-effect management and safety management. Most specialty drugs will only be covered when dispensed by The Empire Plan's designated specialty pharmacy, Accredo, a subsidiary of Medco. Also included in this Program are expedited, scheduled delivery of your medications at no additional charge, refill reminder calls and all necessary supplies such as needles and syringes applicable to the medication.

For a complete list of specialty medications included in the Specialty Pharmacy Program, visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider, scroll down to Prescription Drug Program and then select Specialty Drug Program to see a complete list of specialty medications included in the Specialty Pharmacy Program. Specialty medications must be ordered through the Specialty Pharmacy Program using the Medco Pharmacy Mail-Order Form. Prior authorization is required for some specialty medications.

To request mail service envelopes, refills or to speak to a specialty-trained pharmacist or nurse regarding the Specialty Pharmacy Program, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose The Empire Plan Prescription Drug Program and ask to speak with Accredo, 24 hours a day, seven days a week.

Mail Service Pharmacy

You may fill your prescription by mail through the Mail Service Pharmacy by using the mail service envelope. For envelopes and refill orders, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose Prescription Drug Program. To refill a prescription on file with the mail service pharmacy, you may order by phone or download order forms online at the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider and scroll down to Pharmacy Mail-Order Form.

Non-Network Pharmacy

If you do not use a Network Pharmacy, or if you pay cash at a Network Pharmacy, you must submit a claim for reimbursement to The Empire Plan Prescription Drug Program, c/o Medco, P.O. Box 14711, Lexington, KY, 40512. If your prescription was filled with a generic drug or a covered brand-name drug with no generic equivalent, you will be reimbursed up to the amount the program would reimburse a network pharmacy for that prescription. If your prescription was filled with a covered brand-name drug that has a generic equivalent, you will be reimbursed up to the amount the program would reimburse a network pharmacy for filling the prescription with that drug's generic equivalent unless the brand-name drug has been placed on Level 1 of the Flexible Formulary. In most cases, you will not be reimbursed the total amount you paid for the prescription.

Benefits On the Web

You'll find NYSHIP Online, the Employee Benefits Division home page, on the New York State Department of Civil Service web site at https://www.cs.ny.gov. Click on Benefit Programs and follow the prompts to NYSHIP Online.

On your first visit, you will be asked what group and benefit plan you have. Thereafter, you will not be prompted to enter this information if you have your cookies enabled. Cookies are simple text files stored on your web browser to provide a way to identify and distinguish the users of this site. If enabled, cookies will customize your visit to the site and group-specific pages will then display each time you visit unless you select Change Your Group on a toolbar near the top left of the page.

Without enabling cookies, when you select your group and health benefits plan to view your group-specific health insurance benefits, you will be required to reselect your group and benefits plan each time you navigate the health benefits section of the web site or revisit the site from the same computer at another time.

NYSHIP Online is a complete resource for your health insurance benefits, including up-to-date publications, Option Transfer and a Plan Comparison tool with summaries for The Empire Plan and NYSHIP HMOs. You'll also find links to select Empire Plan carrier web sites. These web sites include the most current list of providers. You can search by location, specialty or name. Announcements, an event calendar, prescription drug information and handy contact information are only a click or two away.

Federal Health Care Reform

Non-Grandfathered Health Plan

Your Empire Plan benefit package is no longer a "grandfathered" plan under the Patient Protection and Affordable Care Act (PPACA), signed into law March 30, 2010. This means that your Empire Plan benefits will now reflect changes as required by the federal health care reform of 2010 according to the Act's implementation timetable.

Contact Information

Hospital Program
Empire BlueCross BlueShield
New York State Service Center
P.O. Box 1407
Church Street Station
New York, NY 10008-1407

Medical/Surgical Program
UnitedHealthcare
P.O. Box 1600
Kingston, NY 12402-1600

Mental Health and Substance Abuse Program
OptumHealth Behavioral Solutions
P.O. Box 5190
Kingston, NY 12402-5190

Prescription Drug Program
The Empire Plan Prescription Drug Program
P.O. Box 5900
Kingston, NY 12402-5900

Empire Plan NurseLine$_{SM}$
Call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan NurseLine$_{SM}$ for health information and support.

Teletypewriter (TTY) numbers for callers who use a TTY because of a hearing or speech disability:

Hospital Program .... TTY only 1-800-241-6894
Medical/Surgical Program .... TTY only 1-888-697-9054
Mental Health and Substance Abuse Program .... TTY only 1-800-855-2881
Prescription Drug Program .... TTY only 1-800-759-1089

This document provides a brief look at Empire Plan benefits for enrollees designated M/C. Use it with your *NYSHIP General Information Book & Empire Plan Certificate* and *Empire Plan Reports* and *Certificate Amendments*. If you have questions, call **1-877-7-NYSHIP (1-877-769-7447)** and choose the program you need.

New York State
Department of Civil Service
Employee Benefits Division
Albany, New York 12239

518-457-5754 or 1-800-833-4344
(U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.ny.gov

The *Empire Plan At A Glance* is published by the Employee Benefits Division of the New York State Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits through The Empire Plan.

New York State
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, New York 12301-1068
https://www.cs.ny.gov

Address Service Requested

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Please do not send mail or correspondence to the return address above. See boxed address on page 15.

Save this document

Information for the Enrollee, Enrolled Spouse/ Domestic Partner and Other Enrolled Dependents

MC; Legislature At A Glance – January 2012

It is the policy of the New York State Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service web site (https://www.cs.ny.gov). Check the web site for timely information that meets universal accessibility standards adopted by New York State for NYS agency web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA Enrollees: Contact the Employee Benefits Division at 518-457-5754 or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands).

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The Empire Plan Copayments at a Glance

Medical/Surgical Program*

Participating Provider Program

$20 Copayment - Office Visit, Office Surgery, Radiology, Diagnostic Laboratory Tests, Free-standing participating Cardiac Rehabilitation Center Visit, Urgent Care Visit, Convenience Care Clinic Visit
$30 Copayment - Non-hospital Outpatient Surgical Locations
$35 Copayment - Local Professional/Commercial Ambulance Transportation

Chiropractic Treatment or Physical Therapy Services (Managed Physical Medicine Program)

$20 Copayment - Office Visit, Radiology, Diagnostic Laboratory Tests

Hospital Services (Hospital Program)*

$20 Copayment - Outpatient Physical Therapy
$40 Copayment - Outpatient Services for Diagnostic Radiology, Diagnostic Laboratory Tests, Mammography Screening and Administration of Desferal for Cooley's Anemia in a Network Hospital or Hospital Extension Clinic
$60 Copayment - Outpatient Surgery
$70 Copayment - Emergency Room Care

Mental Health and Substance Abuse Program

$20 Copayment - Visit to Outpatient Substance Abuse Treatment Program
$20 Copayment - Visit to Mental Health Professional
$70 Copayment - Emergency Room Care

Prescription Drug Program

Up to a 90-day supply from a participating retail pharmacy or mail service (see copayment chart on page 12).

*Covered services defined as preventive under the Patient Protection and Affordable Care Act are not subject to copayment.

PA
Participating Agencies

The New York State Health Insurance Program

For Active Employees, Retirees, Vestees and Dependent Survivors, their dependents and Young Adult Option enrollees enrolled through Participating Agencies with Excelsior Plan benefits

Call toll free 1-877-7-NYSHIP (1-877-769-7447)

For preauthorization of services or if you have questions about eligibility, providers or claims, call The Empire Plan toll free and choose the program you need. Medical/Surgical Program representatives are available Monday through Friday, 8 a.m. to 4:30 p.m. Eastern time and Hospital Program representatives are available Monday through Friday, 8 a.m. to 5 p.m. Eastern time. Mental Health and Substance Abuse Program, Prescription Drug Program and NurseLine$_{SM}$ representatives are available 24 hours a day, seven days a week. See page 15 for addresses and teletypewriter (TTY) numbers.

This guide briefly describes Excelsior Plan benefits. If you have health insurance questions, contact your agency Health Benefits Administrator (HBA).

State of New York Department of Civil Service
Employee Benefits Division
Alfred E. Smith State Office Building
Albany, NY 12239
https://www.cs.ny.gov

THE EXCELSIOR PLAN℠
AN EMPIRE PLAN OPTION

at a Glance

JANUARY 1, 2012

What's New

- **Combined Annual Deductible** for the Basic Medical Program and non-network coverage under the Home Care Advocacy Program and Mental Health and Substance Abuse Program is $750.
- **Combined Annual Coinsurance Maximum** for the Basic Medical Program and non-network coverage under the Mental Health and Substance Abuse Program is $2,500.
- **Convenience Care Clinics** - Health clinics in fixed locations in retail stores, supermarkets and pharmacies that provide a range of services including treatment of uncomplicated minor illness and preventive health care services. Covered services rendered at a participating convenience care clinic will be subject to the usual office copayment. There is no non-network benefit. Note: Drop-in seasonal flu vaccine clinics held in pharmacies are not convenience care clinics and are not covered.
- **Licensed Nurse Practitioners** – The participating provider network has expanded to include licensed and certified nurse practitioners. Services are subject to the usual copayment rules and amounts. There is no non-network benefit.
- **2012 Excelsior Plan Three-Level Preferred Drug List**

Please see *Contact Information* on page 15 for NYSHIP addresses and teletypewriter (TTY) numbers.

Quick Reference

The Excelsior Plan is a comprehensive health insurance program for New York's public employees and their families. The Plan has four main parts:

(1) Hospital Program

insured and administered by Empire BlueCross BlueShield

Provides coverage for inpatient and outpatient services provided by a hospital, skilled nursing facility and hospice care. Includes the Centers of Excellence for Transplants Program. Also provides inpatient Benefits Management Program services, including preadmission certification of hospital admissions and admission or transfer to a skilled nursing facility, concurrent reviews, discharge planning, inpatient Medical Case Management and The Empire Plan Future Moms Program.

Services provided by Empire HealthChoice Assurance, Inc., a licensee of the BlueCross and BlueShield Association, an association of independent BlueCross and BlueShield plans.

(2) Medical/Surgical Program

insured and administered by UnitedHealthcare

Provides coverage for medical services, such as office visits, surgery and diagnostic testing under the Participating Provider, Basic Medical and Basic Medical Provider Discount Programs. Coverage for physical therapy and chiropractic care is provided through the Managed Physical Medicine Program.

Also provides: coverage for home care services, durable medical equipment and certain medical supplies through the Home Care Advocacy Program (HCAP); the Prosthetics/Orthotics Network; Centers of Excellence Programs for Infertility and Cancer; and Benefits Management Program services including Prospective Procedure Review for MRI, MRA, CT, PET scan, and Nuclear Medicine tests, Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management.

(3) Mental Health and Substance Abuse Program

insured by UnitedHealthcare and administered by OptumHealth Behavioral Solutions (OptumHealth)

Provides coverage for inpatient and outpatient mental health and substance abuse services. Also provides preadmission certification of inpatient and outpatient services, concurrent reviews, case management and discharge planning.

(4) Prescription Drug Program

insured and administered by UnitedHealthcare

Provides coverage for prescription drugs dispensed through Empire Plan network pharmacies, the mail service pharmacy and non-network pharmacies.

UnitedHealthcare utilizes the administrative and mail distribution services of Medco Health Services, Inc. (Medco) for services including the retail pharmacy network, mail service pharmacy and specialty pharmacy.

Preventive Care Services

This publication reflects the coverage changes for your benefit plan as required under the federal Patient Protection and Affordable Care Act (PPACA). Among the PPACA provisions is a requirement to cover certain in-network preventive care services without enrollee cost sharing. As required by PPACA, certain services received from an Empire Plan participating provider or network hospital will be paid at 100% (not subject to copayment).

Preventive care services covered under PPACA with no copayment at a network hospital or from a participating provider include: bone density tests, colonoscopies, mammograms, pap smears, certain immunizations and certain preventive care and screenings for infants, children, adolescents and adults. This is not the complete list of preventive screenings and services.

For further information on preventive services, visit www.healthcare.gov.

Benefits Management Program

for preadmission certification

If The Excelsior Plan is primary for you or your covered dependents:

You must call The Excelsior Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program:

- Before a scheduled (non-emergency) hospital admission.
- Before a maternity hospital admission. Call as soon as a pregnancy is certain.
- Within 48 hours, or as soon as reasonably possible, after an emergency or urgent hospital admission.

If you do not call, a $200 penalty will be applied to the charges if it is determined that your hospitalization is medically necessary. If the Hospital Program does not certify the hospitalization, you will be responsible for the entire cost of care determined not to be medically necessary.

- Before admission or transfer to a skilled nursing facility. If the admission or transfer to a skilled nursing facility is determined not to be medically necessary, you will be responsible for the entire cost.

Empire BlueCross BlueShield also provides concurrent review, discharge planning, inpatient Medical Case Management and the Empire Plan Future Moms Program.

for Prospective Procedure Review

If The Excelsior Plan is primary for you or your covered dependents:

You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program before having one of the following imaging procedures in an outpatient setting on a scheduled (non-emergency) basis: Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computerized Tomography (CT), Positron Emission Tomography (PET) scans or Nuclear Medicine tests. If you do not call, you will pay a large part of the cost. If the test or procedure is determined not to be medically necessary, you will be responsible for the entire cost.

UnitedHealthcare helps coordinate Voluntary Specialist Consultant Evaluation services and outpatient Medical Case Management for serious conditions.

Centers of Excellence

Cancer Services

to participate

You must call the plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program or call the Cancer Resources Center toll free at **1-866-936-6002** and register to participate in the Centers of Excellence for Cancer Program.

Paid-in-full benefits are available for cancer services at a designated Center of Excellence when arranged through UnitedHealthcare. You will also receive nurse consultations and assistance in locating cancer centers. When applicable, a travel, lodging and meal allowance is available. See page 4 for details.

If you do not use a Center of Excellence, benefits will be provided in accordance with the plan's Hospital Benefits Program coverage and/or Medical/Surgical Program coverage.

Program requirements apply even if Medicare or another health insurance plan is primary.

Transplants Program

for prior authorization

You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program for preauthorization of the following transplants provided through the Centers of Excellence for Transplants Program: bone marrow, cord blood stem cell, heart, heart-lung, kidney, liver, lung, pancreas, pancreas after kidney, peripheral stem cell and simultaneous kidney/pancreas.

A paid-in-full benefits for the following transplant services when authorized by Empire BlueCross BlueShield and received at a designated Center of Excellence: pretransplant evaluation, inpatient and outpatient hospital and physician services and up to twelve months of follow-up care. When applicable, a travel allowance is available. See page 4 for details.

If a transplant is authorized but you do not use a designated Center of Excellence, benefits for covered services are provided in accordance with the Plan's hospital and/or medical surgical coverage. If you choose to have your transplant in a facility other than a designated Center of Excellence, or if you require a small bowel or multivisceral transplant, you may still take advantage of the Hospital Program case management services for transplant patients if you enroll in the Centers of Excellence for Transplants Program. A case management nurse will help you through the transplants process.

To enroll in the Program and receive these benefits, The Excelsior Plan must be your primary insurance coverage.

Infertility Benefits

for prior authorization

You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447**) and choose the Medical Program for preauthorization and a list of Qualified Procedures before receiving services.

Paid-in-full benefit is available, subject to the lifetime maximum of $50,000 per covered person for Qualified Procedures including any travel allowance, when you choose a Center of Excellence for Infertility Treatment and receive prior authorization. When applicable, a travel allowance is available. See page 4 for details.

If a Qualified Procedure is authorized but you do not use a Center of Excellence, benefits will be provided in accordance with the Plan's Hospital Program coverage and/or Medical/Surgical Program coverage.

All authorized procedures are subject to the lifetime maximum for Qualified Procedures. If you do not receive prior authorization, no benefits are available for Qualified Procedures under the Plan's Hospital Program or Medical/Surgical Program. You will pay the full cost, regardless of the provider.

Program requirements apply even if Medicare or another health insurance plan is primary. Prescription drug benefit (not included in the $50,000 medical infertility benefit) and annual maximums apply to infertility drugs (see page 13).

Centers of Excellence Travel Allowance

When you are enrolled in the Centers of Excellence Program or are preauthorized for Infertility Benefits, you will not have any copayments. A travel, lodging and meal expenses benefit is available to you for travel within the United States. The travel and meals benefit is available to the patient and one travel companion when the facility is more than 100 miles (200 miles for airfare) from the patient's home. If the patient is a minor child, the benefit will include coverage for up to two companions. Benefits will also be provided for one lodging per day. Reimbursement for lodging and meals will be limited to the United States General Services Administration per diem rate. Reimbursement for automobile mileage will be based on the Internal Revenue Service medical rate. Only the following travel expenses are reimbursable: meals, auto mileage (personal or rental car), economy class airfare, train fare, taxi fare, parking, tolls and shuttle or bus fare from lodging to the Center of Excellence. The Travel Allowance will be applied toward the $50,000 maximum lifetime benefit for Infertility Benefits.

Combined Annual Deductible and Combined Coinsurance Maximum

Combined Annual Deductible

The Excelsior Plan deductible is $750 for the enrollee, $750 for the enrolled spouse/domestic partner and $750 for all dependent children combined.

The combined deductible must be met before your Basic Medical Program and non-network expenses under the Home Care Advocacy Program and the Mental Health and Substance Abuse Program claims can be reimbursed.

Combined Coinsurance Maximum

The coinsurance maximum is $2,500 for the enrollee, $2,500 for the enrolled spouse/domestic partner and $2,500 for all dependent children combined.

The coinsurance maximum will be shared between the Basic Medical Program and non-network coverage under the Mental Health and Substance Abuse Program.

Hospital Program

The Hospital Program pays for covered services provided by a network inpatient or outpatient hospital, skilled nursing facility or hospice setting. There is no coverage for services provided in a non-network facility except in an emergency or if a network facility is not available. The Medical/Surgical Program provides benefits for medical and surgical services as well as certain hospital services if not covered by The Hospital Program. Call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Hospital Program if you have questions about your benefits, coverage or an Explanation of Benefits (EOB) Statement.

Hospital Inpatient • *Semi-private room*

for preadmission certification

Network Coverage

You are covered for up to a combined maximum of 365 days per spell of illness for covered inpatient diagnostic and therapeutic services or surgical care in a network hospital.

Inpatient Deductible

You pay a $250 copayment for each in-network hospitalization. There is no coinsurance maximum.

Non-network Hospital Coverage

No coverage in a non-network hospital except network benefits apply in the event of an emergency or when there is no network hospital available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.

Hospital Outpatient

Network Coverage

Diagnostic radiology, diagnostic laboratory tests and administration of Desferal for Cooley's Anemia provided in the outpatient department of a network hospital or a network hospital extension clinic are subject to one copayment of $75 per visit. Paid-in-full benefits for bone mineral density tests, colonoscopies, mammograms, pap smears, proctosigmoidoscopy and sigmoidoscopy screenings considered preventive as defined in the Patient Protection and Affordable Care Act. The copayment is waived if you are admitted as an inpatient directly from the outpatient department or the clinic.

Outpatient surgery is subject to a $100 copayment.

Emergency room services, including use of the facility for emergency care and services of the attending emergency room physician and providers who administer or interpret laboratory tests and electrocardiogram services are subject to one copayment of $100 per visit when billed by the hospital. The copayment is waived if you are admitted as an inpatient directly from the emergency room.

Non-network Hospital Coverage

No coverage in a non-network hospital except network benefits apply in the event of an emergency or when there is no network hospital available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.

Emergency room services, Network Coverage applies

Note: In the case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret laboratory tests and electrocardiogram services. This benefit applies to the Participating Provider and Basic Medical Programs. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Paid-in-full benefit for chemotherapy, radiology, anesthesiology, pathology, dialysis, and preadmission testing and/or presurgical testing prior to an inpatient admission.

$30 copayment for medically necessary physical therapy following a related hospitalization or related inpatient or outpatient surgery.

Claims for inpatient and outpatient hospital services are sent directly to Empire BlueCross BlueShield by the network hospital.

Skilled Nursing Facility Care • *Semi-private room*

for preadmission certification (see page 2)

If Medicare is your primary coverage, The Excelsior Plan does not provide Skilled Nursing Facility benefits, (except for active enrollees disabled due to end-stage renal disease), even for short-term rehabilitation care.

Network Coverage

Covered in an approved network facility when medically necessary in place of hospitalization.

Non-network Coverage

No coverage in a non-network facility except network benefits apply in the event of an emergency or when there is no network facility available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.

Hospice Care

Network Coverage

Paid in full when provided by an approved network hospice program.

Non-network Coverage

No coverage in a non-network program except network benefits apply in the event of an emergency or when there is no network program available within 30 miles of your residence or when no network program within 30 miles of your residence can provide the covered service you require.

Medical and Surgical Benefits for Covered Services Received in a Hospital Inpatient or Outpatient Setting, Skilled Nursing Facility or Hospice

Participating Provider

Paid-in-full benefits for covered services except radiology, anesthesiology and pathology services subject to a $50 copayment.

Non-Participating Provider

Basic Medical benefits for covered services except radiology, anesthesiology and pathology services subject to a $50 copayment. Basic Medical benefits for continued hospital inpatient services after Empire BlueCross BlueShield hospital inpatient benefits end.

Note: In the case of a medical emergency: Paid-in-full benefits for attending emergency room physician and providers who administer or interpret laboratory tests and electrocardiogram services. This benefit applies to the Participating Provider and Basic Medical Programs. For other participating specialty physicians, benefits will be paid in full. For non-participating specialty physicians, benefits will be considered under the Basic Medical Program subject to deductible but not coinsurance.

Medical/Surgical Program

The Medical/Surgical Program pays for covered medical/surgical services under either the Participating Provider Program or the Basic Medical Program. Call The Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program if you have questions about your benefits coverage or an Explanation of Benefits (EOB) Statement.

Participating Provider Program

No deductibles or lifetime benefit maximums. You pay a copayment for certain services. Other covered services, including covered preventive care services as defined in the Patient Protection and Affordable Care Act, received from a participating provider are paid in full. The Plan provides guaranteed access for primary care physicians and certain medical specialties (see page 7).

To learn whether a provider participates, check with the provider directly, call The Excelsior Plan toll-free number and choose the Medical Program or visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online, then click on Find a Provider.

Always confirm the provider's participation **before** you receive services.

Basic Medical Program

Annual Maximum: Annual maximum benefit of $750,000.

Combined Annual Deductible: The combined annual deductible must be satisfied before benefits are payable. See page 4.

Coinsurance: After you meet the combined annual deductible, The Plan pays 80 percent of the allowed amount. The allowed amount is:

- 110 percent of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic market, or
- When a rate is not published by CMS for the service, UnitedHealthcare uses a gap methodology developed by OptumInsight to determine a rate for the service. This methodology uses relative values from the Ingenix Relative Value Scale, which is usually based on the difficulty, time, work, risk and resources of the service, or
- When a rate is not published by CMS and the Ingenix gap methodology does not apply to the service, the eligible expense is based on 50 percent of the billed charge.

Combined Annual Coinsurance Maximum: After the combined annual coinsurance maximum is reached, benefits are paid at 100 percent of the allowed amount for covered services. See page 4.

Guaranteed Access Feature

When there are no participating providers within a reasonable distance, access to network benefits will be available to enrollees for primary care physicians and certain core provider specialties. To receive network benefits, enrollees must contact the Benefits Management Program at **1-877-7-NYSHIP (1-877-769-7447)** prior to receiving services and use one of the providers approved by the Benefits Management Program. You will be responsible for contacting the provider to arrange care. Appointments are subject to provider's availability and the Benefits Management Program does not guarantee that a provider will be available in a specified time period. Guaranteed access applies when The Excelsior Plan is your primary health insurance coverage (pays benefits first, before any other group plan or Medicare).

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Within New York State

Urban: 3 miles
Suburban: 15 miles
Rural: 40 miles

Outside New York State

Urban: 10 miles
Suburban: 20 miles
Rural: 40 miles

Within these mileage standards, network benefits are guaranteed for the following primary care physicians and core specialties:

Primary Care Physicians

Family Practice
General Practice
Internal Medicine
Pediatrics
Obstetrics/Gynecology

Specialties

Allergy
Anesthesia
Cardiology
Dermatology
Laboratory
Neurology

Specialties Continued

Ophthalmology
Orthopedic Surgery
Otolaryngology
Pathology
Pulmonary Medicine
Radiology
Urology

Office Visits

Participating Provider Program

You pay a single $30 copayment per visit for all covered services provided during the visit and billed by the provider. No copayment for prenatal visits, well child care, and preventive services as defined by the Patient Protection and Affordable Care Act.

Basic Medical Program

Basic Medical benefits for covered services received from non-participating providers. (See page 6.)

Diagnostic Laboratory Services

Participating Provider Program

You pay a single $30 copayment for covered services provided by a participating laboratory.

Basic Medical Program

Basic Medical benefits for covered services received from non-participating providers. (See page 6.)

Diagnostic Radiology and Imaging Services

Participating Provider Program

You pay a single $30 copayment per visit for covered services provided by a participating free-standing (non hospital-based) facility except as noted below.

You pay a $75 copayment per visit for imaging procedures subject to Prospective Procedure Review (PPR) – MRIs, MRAs, CT Scan, PET Scan or Nuclear Medicine tests – provided by a participating free-standing (non hospital-based) facility.

Note: Interpretation of diagnostic test results billed separately by a different provider are covered separately and subject to a copayment or Basic Medical benefits.

Basic Medical Program

Basic Medical benefits for covered services received from non-participating providers. (See page 6.)

Routine Health Exams

Participating Provider Program

Paid-in-full benefits for preventive care services as defined in the Patient Protection and Affordable Care Act. Other covered services subject to a $30 copayment per visit to a participating provider.

Basic Medical Program

Basic Medical benefits for active employee, 50 or older. This benefit is not subject to deductible or coinsurance. There is no Basic Medical coverage for routine health exams for spouses, retirees, vestees or dependent survivors.

Adult Immunizations

Participating Provider Program

Paid-in-full benefit for covered adult immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention when received from a participating provider, including influenza, pneumonia, measles-mumps-rubella (MMR), varicella (chickenpox), and tetanus immunizations, Human Papillomavirus (HPV) immunizations (covered for female enrollees and dependents age 19 through 26 and male enrollees and dependents age 19 through 21), meningitis immunizations and Herpes Zoster (Shingles) immunization for enrollees and dependents age 60 or older. Herpes Zoster (Shingles) immunization is covered subject to a $30 copayment for enrollees under age 60. The copayment also covers the cost of oral and injectable substances received from a participating provider.

Note: Vaccines/immunizations are not covered if administered by a pharmacist or purchased from a pharmacy. (Does not apply to participating convenience care clinics.)

Basic Medical Program

Not covered

Routine Pediatric Care • *up to age 19*

Participating Provider Program

Paid-in-full benefit for routine well-child care received from a participating provider including examinations, immunizations and cost of oral and injectable substances (including influenza vaccine) when administered according to pediatric immunization guidelines.

Basic Medical Program

Routine Newborn Child Care – Doctor's services for routine care of a newborn child are covered. This benefit is not subject to deductible or coinsurance.

Routine Pediatric Care – Basic Medical benefits for covered services provided by non-participating providers. This benefit is subject to deductible and coinsurance.

Prostheses and Orthotic Devices

Participating Provider Program

Paid-in-full benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a participating provider.

Basic Medical Program

Basic Medical benefits for prostheses/orthotic devices that meet the individual's functional needs when obtained from a non-participating provider.

External Mastectomy Prostheses

Participating Provider Program

The Basic Medical benefit applies whether you use a participating or non-participating provider.

Basic Medical Program

Paid-in-full benefits will be provided once each calendar year for one single or double external mastectomy prosthesis. You must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose the Medical Program and then the Home Care Advocacy Program (HCAP) for precertification of any single prosthesis costing $1,000 or more. For a prosthesis requiring approval, benefits will be available for the most cost-effective prosthesis that meets an individual's functional needs.

This benefit is not subject to deductible or coinsurance.

Outpatient Surgical Locations

Participating Provider Program

$75 copayment covers facility, same-day on-site testing and anesthesiology charges for covered services at a participating surgical center. (Hospital outpatient surgical locations are covered under hospital extension clinic provisions. See page 5.)

Basic Medical Program

Basic Medical benefits for covered services provided by non-participating surgical centers. (Hospital-owned and operated outpatient surgical locations are covered under hospital extension clinic provisions. See page 5.)

Emergency Ambulance Service

Participating Provider Program

The Basic Medical benefit applies whether you use a participating or a non-participating provider.

Basic Medical Program

Local commercial ambulance charges are covered except the first $35. Donations to voluntary ambulance services, when the enrollee has no obligation to pay, up to $50 for under 50 miles and up to $75 for 50 miles and over.

This benefit is not subject to deductible or coinsurance.

Managed Physical Medicine Program administered by Managed Physical Network *(MPN)*

Chiropractic Treatment and Physical Therapy

Network Coverage *(when you use MPN)*

You pay a $30 copayment for each office visit to an MPN provider that includes related radiology and diagnostic laboratory services provided during the office visit and billed by the MPN provider.

Guaranteed access to network benefits. Contact MPN prior to receiving services if there is no network provider in your area.

Non-network Coverage *(when you don't use MPN)*

No coverage

Program requirements apply even if Medicare or another health insurance plan is primary.

Home Care Advocacy Program *(HCAP)*

Home Care Services, Skilled Nursing Services and Durable Medical Equipment/Supplies

for prior authorization

Network Coverage *(when you use HCAP)*

To receive a paid-in-full benefit, you must call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Medical Program, then Benefits Management Program, to precertify and help make arrangements for covered services, durable medical equipment and supplies, including one pair of diabetic shoes per year, insulin pumps, Medijectors and enteral formulas. Diabetic shoes have an annual maximum benefit of $500. You have guaranteed access to network coverage when you follow Plan requirements.

Important: If Medicare is your primary coverage, and you do not use a Medicare contract provider, your benefits will be further reduced.

Exceptions: For **diabetic supplies** (except insulin pumps and Medijectors), call The Empire Plan Diabetic Supplies Pharmacy at **1-888-306-7337**.

For **ostomy supplies** call Byram Healthcare Centers at **1-800-354-4054**.

Non-network Coverage *(when you don't use HCAP)*

The first 48 hours of nursing care are not covered. After you meet the combined annual deductible, see page 4, the Plan pays up to 50 percent of the HCAP network allowance for covered services, durable medical equipment and supplies. There is no coinsurance maximum.

Program requirements apply even if Medicare or another health insurance plan is primary.

Important: If Medicare is your primary coverage and you live in an area or need supplies while visiting an area that participates in the Medicare Durable Medical Equipment, Prosthetics and Orthotics Supply (DMEPOS) Competitive Bidding Program, you must use a Medicare-approved supplier. See your January 1, 2011 and later Empire Plan Reports for areas affected by DMEPOS. If you need assistance locating a Medicare contract supplier, contact HCAP toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose the Medical Program, then Benefits Management Program.

Mental Health and Substance Abuse Program

to ensure the highest level of benefits

Call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Mental Health and Substance Abuse Program before seeking services from a covered mental health or substance abuse provider, including treatment for alcoholism. The OptumHealth Clinical Referral Line is available 24 hours a day, every day of the year. By following the Program requirements for network coverage, you will receive the highest level of benefits. If you contact the Mental Health and Substance Abuse Program before you receive services, you have guaranteed access to network benefits.

In an emergency, go to the nearest hospital emergency room. You or your designee must call the Mental Health and Substance Abuse Program within 48 hours of an admission for emergency care or as soon as reasonably possible.

Program requirements apply even if Medicare or another health insurance plan is primary.

All benefits apply to treatment determined medically necessary by OptumHealth.

Inpatient Services

	Network Coverage	Non-network Coverage
Approved Facilities	$250 copayment per stay for the enrollee $250 copayment per stay for an enrolled spouse/domestic partner $250 copayment per stay for all enrolled dependent children combined	No coverage in a non-network facility except network benefits apply in the event of an emergency or when there is no network facility available within 30 miles of your residence or when no network facility within 30 miles of your residence can provide the covered service you require.
Practitioner Treatment or Consultation	Paid-in-full	Same as inpatient non-network coverage above.

Ambulance Service

Ambulance service to a hospital where you receive mental health or substance abuse treatment is covered when medically necessary, except for the first $35. Donations to voluntary ambulance services, when the enrollee has no obligation to pay, up to $50 for under 50 miles and up to $75 for 50 miles and over. This benefit is not subject to deductible or coinsurance.

Outpatient Services

Network Coverage

Mental Health: Paid-in-full benefit for up to three visits per crisis. Additional visits subject to a $30 copayment.

Substance Abuse: $30 copayment per visit.

Non-network Coverage

Annual Maximum: Combined annual maximum benefit of $750,000. See page 4.

Combined Annual Deductible: The combined annual deductible must be satisfied before benefits are payable. See page 4.

Coinsurance: After you meet the combined annual deductible (see page 4), The Plan pays 80 percent of the allowed amount. The allowed amount is:

- 110 percent of the published rates allowed by the Centers for Medicare & Medicaid Services (CMS) for Medicare for the same or similar service within the geographic market, or
- When a rate is not published by CMS for the service, UnitedHealthcare uses a gap methodology developed by OptumInsight to determine a rate for the service. This methodology uses relative values from the OptumInsight Relative Value Scale, which is usually based on the difficulty, time, work, risk and resources of the service, or
- When a rate is not published by CMS and the OptumInsight gap methodology does not apply to the service, the eligible expense is based on 50 percent of the billed charge.

OptumInsight is a wholly-owned subsidiary of UnitedHealthGroup and is an affiliate of UnitedHealthcare.

Combined Annual Coinsurance Maximum: After the combined annual coinsurance maximum is reached, benefits are paid at 100 percent of the allowed amount for covered services. See page 4.

Hospital Emergency Room

$100 copayment per visit. The copayment is waived if you are admitted to the hospital as an inpatient directly from the hospital emergency room.

Network benefits apply for emergency room care provided by a non-network facility. To receive network benefits when a network facility is not accessible, call the Plan toll free at **1-877-7-NYSHIP (1-877-769-7447).**

Psychological Testing

Network or non-network psychological testing and evaluations will be reviewed for medical necessity; only medically necessary services are covered. Therefore, precertification by OptumHealth is recommended before testing or evaluation begins.

Note: Psychological testing done by a physician, such as a neurologist, is covered under the Medical Program. These services will be reviewed by UnitedHealthcare for medical necessity. Precertification by UnitedHealthcare is recommended before testing or evaluation begins.

Prescription Drug Program

This section does not apply if you have enrolled in a Medicare Part D prescription drug program.

You have coverage for prescriptions of up to a 90-day supply, subject to quantity limit provisions, at all network, non-network pharmacies and the mail service pharmacy. Prescriptions may be refilled for up to one year.

The Excelsior Plan uses UnitedHealthcare's Advantage Preferred Drug List (PDL). This is a managed formulary that may exclude certain drugs in a therapeutic category as well as having certain generic drugs subject to a Level 2 or 3 copayment. The drug list may be subject to change on January 1 and July 1 of each calendar year. For the current drug list, visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online, selecting your group (PA) and Plan (Excelsior) if prompted. Or, you may call **1-877-7-NYSHIP (1-877-769-7447)** and request an updated printed copy of the Excelsior Plan Preferred Drug List. The Plan includes the following:

Annual Maximum - Annual maximum benefit of $750,000.

Coverage Limits - There are benefit maximums for infertility drugs ($5,000/year and $25,000/lifetime) and smoking cessation drugs ($500/year).

Mandatory Generic Substitution - If you choose to purchase a covered brand-name drug that has a generic equivalent, you will pay the Level 3 non-preferred brand name copayment plus the difference in cost between the brand-name drug and the generic (ancillary charge), not to exceed the full retail cost of the drug. Certain covered drugs are excluded from this requirement. You pay only the applicable copayment for these brand-name drugs with generic equivalents: Coumadin, Dilantin, Lanoxin, Levothroid, Mysoline, Premarin, Synthroid, Tegretol and Tegretol XR.

Half Tablet Program - The Half Tablet Program can dramatically lower your costs on select medications that you take on a regular basis. To participate in the Program, your doctor must write a new prescription for twice the dosage and half the quantity. Then when you fill the prescription, you automatically pay only half your usual copayment. Split each tablet and take half to get your usual dosage at half the cost. To see a list of medications available under this program, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov and select Benefit Programs. Follow the prompts to access NYSHIP Online and choose Find a Provider. Scroll to the Prescription Drug Program links and click on Empire Plan Half Tablet Program. The Empire Plan will provide participants with one free tablet splitter by mail upon request.

Copayments

You have the following copayments for drugs purchased from a Network Pharmacy or through the Mail Service Pharmacy or designated Specialty Pharmacy.

	Up to a 30-day supply of a covered drug from a Network Pharmacy or through the Mail Service Pharmacy, or designated Specialty Pharmacy	31- to 90-day supply of a covered drug from a Network Pharmacy	31- to 90-day supply of a covered drug through the Mail Service Pharmacy or designated Specialty Pharmacy
Level 1	$10	$25	$20
Level 2	$30	$75	$60
Level 3	$65	$160	$130

Specialty Drug Program

The Empire Plan Specialty Pharmacy Program offers to individuals using specialty drugs enhanced services including disease and drug education, compliance management, side-effect management and safety management. Most specialty drugs will only be covered when dispensed by The Empire Plan's designated specialty pharmacy, Accredo, a subsidiary of Medco. Also included in this Program are expedited, scheduled delivery of your medications at no additional charge, refill reminder calls and all necessary supplies such as needles and syringes applicable to the medication.

For a complete list of specialty medications included in the Specialty Pharmacy Program, visit the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider, scroll down to Prescription Drug Program and then select Specialty Drug Program to see a complete list of specialty medications included in the Specialty Pharmacy Program. Specialty medications must be ordered through the Specialty Pharmacy Program using the Medco Pharmacy Mail-Order Form. Prior authorization is required for some specialty medications.

To request mail service envelopes, refills or to speak to a specialty-trained pharmacist or nurse regarding the Specialty Pharmacy Program, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)**, choose The Empire Plan Prescription Drug Program and ask to speak with Accredo, 24 hours a day, seven days a week.

Prior Authorization Required

You must have prior authorization for the following drugs, including generic equivalents:

- Actemra
- Actiq/Fentora/Onsolis/Abstral
- Adcirca
- Amevive
- Amitiza
- Ampyra
- Aranesp
- Arcalyst
- Avodart
- Botulinum Toxins
- Cimzia
- Copaxone
- Crinone/Endometrin/Procheive/First Progesterone
- Differin
- Egrifta
- Elidel/Protopic
- Enbrel
- Epogen/Procrit
- fentanyl citrate powder
- Flolan/Veletri
- Forteo
- Growth Hormones
- Humira
- Immunoglobulin
- Incivek
- Kineret
- Kuvan
- Lamisil/Sporanox
- Letairis
- Lotronex
- Lovaza
- Makena
- Multiple Sclerosis Agents
- Nuvigil
- Oral Oncology
- Orencia
- Provigil
- Regranex
- Remicade
- Remodulin
- Restasis
- Retinoids
- Revatio
- Sandostatin/Octreotide
- Select Interferons and Ribivirin
- Simponi
- Stelara
- Suboxone/Subutex
- Synagis
- Tazorac
- Tracleer
- Tyvaso
- Ventavis
- Victrelis
- Weight loss agents
- Xolair
- Xyrem

Certain medications that require prior authorization based on age, gender or quantity limit specifications are not listed here. The above list of drugs is subject to change as drugs are approved by the Food and Drug Administration and introduced into the market. For information about prior authorization requirements, or the current list of drugs requiring authorization, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose the Empire Plan Prescription Drug Program. Or, go to the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to NYSHIP Online. Select Find a Provider and scroll to Prescription Drug Program and click The Empire Plan: Drugs that Require Prior Authorization.

Mail Service Pharmacy

You may fill your prescription by mail through the Mail Service Pharmacy by using the mail service envelope. For envelopes and refill orders, call The Empire Plan toll free at **1-877-7-NYSHIP (1-877-769-7447)** and choose Prescription Drug Program. To refill a prescription on file with the mail service pharmacy, you may order by phone or download order forms online at the New York State Department of Civil Service web site at https://www.cs.ny.gov. From the home page, click on Benefit Programs and follow the prompts to access NYSHIP Online. Click on Find a Provider and scroll down to Pharmacy Mail-Order Form.

Non-Network Pharmacy

If you do not use a Network Pharmacy, or if you pay cash at a Network Pharmacy, you must submit a claim for reimbursement to The Empire Plan Prescription Drug Program, c/o Medco, P.O. Box 14711, Lexington, KY, 40512. If your prescription was filled with a generic drug or a covered brand-name drug with no generic equivalent, you will be reimbursed up to the amount the program would reimburse a network pharmacy for that prescription. If your prescription was filled with a covered brand-name drug that has a generic equivalent, you will be reimbursed up to the amount the program would reimburse a network pharmacy for filling the prescription with that drug's generic equivalent unless the brand-name drug has been placed on Level 1 of the Excelsior Preferred Drug List. In most cases, you will not be reimbursed the total amount you paid for the prescription.

Non-Grandfathered Health Plan

Your Empire Plan benefit package is no longer a "grandfathered" plan under the Patient Protection and Affordable Care Act (PPACA), signed into law March 30, 2010. This means that your Empire Plan benefits reflect changes as required by the federal health care reform of 2010 according to the Act's implementation timetable.

Contact Information

Hospital Program
Empire BlueCross BlueShield
New York State Service Center
P.O. Box 1407
Church Street Station
New York, NY 10008-1407

Medical/Surgical Program
UnitedHealthcare
P.O. Box 1600
Kingston, NY 12402-1600

Mental Health and Substance Abuse Program
OptumHealth Behavioral Solutions
P.O. Box 5190
Kingston, NY 12402-5190

Prescription Drug Program
The Empire Plan Prescription Drug Program
P.O. Box 5900
Kingston, NY 12402-5900

Empire Plan NurseLine$_{SM}$
Call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan NurseLine$_{SM}$ for health information and support.

Teletypewriter (TTY) numbers for callers who use a TTY because of a hearing or speech disability:

Hospital Program........TTY only 1-800-241-6894
Medical/Surgical Program........TTY only 1-888-697-9054
Mental Health and Substance Abuse Program........TTY only 1-800-855-2881
Prescription Drug Program........TTY only 1-800-759-1089

This document provides a brief look at Excelsior Plan benefits for Participating Agency enrollees. If you have questions, call **1-877-7-NYSHIP (1-877-769-7447)** and choose the program you need.

NYSHIP
New York State Health Insurance Program

New York State Department of Civil Service
Employee Benefits Division
Albany, New York 12239

518-457-5754 (Albany area) 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands)
https://www.cs.ny.gov

The *Excelsior Plan At A Glance* is published by the Employee Benefits Division of the New York State Department of Civil Service. The Employee Benefits Division administers the New York State Health Insurance Program (NYSHIP). NYSHIP provides your health insurance benefits through The Excelsior Plan.

New York State
Department of Civil Service
Employee Benefits Division
P.O. Box 1068
Schenectady, New York 12301-1068
https://www.cs.ny.gov

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Please do not send mail or correspondence to the return address above. See boxed address on page 15.

Save this document

Information for the Enrollee, Enrolled Spouse/ Domestic Partner and Other Enrolled Dependents

Excelsior Plan At A Glance – January 2012

It is the policy of the New York State Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service web site (https://www.cs.ny.gov). Check the web site for timely information that meets universal accessibility standards adopted by New York State for NYS agency web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator. COBRA Enrollees: Contact the Employee Benefits Division at 518-457-5754 or 1-800-833-4344 (U.S., Canada, Puerto Rico, Virgin Islands).

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EX0014 AAG-Excelsior-1/12

The Excelsior Plan Copayments at a Glance

Participating Provider Program*

$30 Copayment - Office Visit, Office Surgery, Radiology, Diagnostic Laboratory Tests, Free-standing participating Cardiac Rehabilitation Center Visit, Urgent Care Visit, Convenience Care Clinic Visit
$75 Copayment - Non-hospital Outpatient Surgical Locations
$75 Copayment - Prospective Procedure Review (PPR) - MRIs, MRAs, CT Scans, PET Scans and Nuclear Medicine tests

Chiropractic Treatment or Physical Therapy Services (Managed Physical Medicine Program)

$30 Copayment - Office Visit, Radiology, Diagnostic Laboratory Tests

Hospital Services (Hospital Program)*

$30 Copayment - Outpatient Physical Therapy
$75 Copayment - Outpatient Services for Surgery, Diagnostic Radiology, Diagnostic Laboratory Tests, Mammography Screening and Administration of Desferal for Cooley's Anemia in a Network Hospital or Hospital Extension Clinic
$100 Copayment - Emergency Room Care
$250 Copayment - Inpatient Hospital Services

Mental Health and Substance Abuse Program

$30 Copayment - Visit to Outpatient Substance Abuse Treatment Program
$30 Copayment - Visit to Mental Health Professional
$100 Copayment - Emergency Room Care
$250 Copayment - Inpatient Hospital Services

Prescription Drug Program

Up to a 30-day supply from a participating retail pharmacy or through the mail service
$10 Copayment - Level 1 Drug
$30 Copayment - Level 2 Drug
$65 Copayment - Level 3 Drug

31- to 90-day supply from a participating retail pharmacy
$25 Copayment - Level 1 Drug
$75 Copayment - Level 2 Drug
$160 Copayment - Level 3 Drug

31- to 90-day supply through the mail service
$20 Copayment - Level 1 Drug
$60 Copayment - Level 2 Drug
$130 Copayment - Level 3 Drug

*Covered services defined as preventive under the Patient Protection and Affordable Care Act are not subject to copayment.

Empire Plan Prescription Drug Program

SCHEDULE OF PRESCRIPTION DRUG REPORTS

	Report Name	Frequency	Due Date	Type
	MIS REPORTS (ACCESS Format):			
1	Monthly Paid Claims by Month of Incurral	Monthly	30th day after end of month	electronic file
2	Monthly Paid Claims by by Pharmacy and Rx Type	Monthly	30th day after end of month	electronic file
3	Participating Agency (PA) Claims (Medicare/Non Medicare)	Quarterly	30th day after end of quarter	electronic file
4	Claims & Credits Paid by Agency	Annual	Jan. 30th	electronic file

Empire Plan Prescription Drug Program

REQUIRED DATA FIELDS FOR PRESCRIPTION DRUG PROGRAM MIS REPORTS

	Report		Description	Field Name
(a)	Monthly Paid Claims by Month of Incurral	1	Month Paid	MONTH PAID
		2	Year Paid	YEAR PAID
		3	Month Incurred	MONTH INC
		4	Year Incurred	YEAR INC
		5	Benefit Program Code	PROGRAM/BP
		6	Pharmacy Type	PHARMACY TYPE
		7	Medicare Part B Eligible (Yes or No)	MEDICARE
		8	# of Claims: Enrollees	EE CLAIMS
		9	$ Amount Paid: Enrollees	EE PAID
		10	# of Claims: Dependents	DEP CLAIMS
		11	$ Amount Paid: Dependents	DEP PAID
		12	# of Claims: Total	TOTAL CLAIMS
		13	$ Amount Paid: Total	TOTAL PAID
(b)	Monthly Paid Claims by Pharmacy and Rx Type	1	Year Paid	YEAR PAID
		2	Month Paid	MONTH PAID
		3	Transaction Type (P = Payment, R = Reversal)	TRANS TYPE
		4	Pharmacy Type	PHARMACY TYPE
		5	Drug Type	RXTYPE
		6	# of Claims: Total	TOTAL CLAIMS
		7	# of the days supply	QUANTITY DAYS
		8	Average whole price (AWP) of RX Dispensed	AWP
		9	Allowed ingredient cost (after discount)	INGCOST
		10	Dispensing Fee	DISPFEES
		11	Sales Tax	TAXES
		12	$ Ancillary Charge Amount	ANC CHRG
		13	$ Employee Co-Pay	COPAY
		14	$ Amount Paid (by the Plan)	AMT PAID
(c)	Participating Agency (PA) Claims (Medicare/Non Medicare)	1	Quarter Paid	QUARTER PAID
		2	Year Paid	YEAR PAID
		3	Year Incurred	YRINC
		4	Agency Code	AGNCYCD
		5	Coverage (Individual or Family)	COV
		6	Medicare Part B Eligible (Yes or No)	MEDICARE
		7	Pharmacy Type	PHARMACY TYPE
		8	# of Claims: Enrollees	EE CLAIMS
		9	$ Amount Paid: Enrollees	EE PAID
		10	# of Claims: Dependents	DEP CLAIMS
		11	$ Amount Paid: Dependents	DEP PAID
		12	# of Claims: Total	TOTAL CLAIMS
		13	$ Amount Paid: Total	TOTAL PAID

Empire Plan Prescription Drug Program

REQUIRED DATA FIELDS FOR PRESCRIPTION DRUG PROGRAM MIS REPORTS

	Report		Description	Field Name
(d)	Annual Claims & Credits Paid by Agency	1	Year Paid	YEARPD
		2	Agency Code	AGNCYCD
		3	Year Incurred	YEARINC
		4	Enrollee or Dependent Claim	EEDEP
		5	Agency Type (P = Participating Agency, N = New York Agency/ All Non-PA Agencies)	AGENCY TYPE
		6	Number of Claims	CLAIMS
		7	Amount Paid	AMTPD
		8	Constant: D-Drugs	CARRIER

Empire Plan Prescription Drug Program
New York State Detailed Claim File Layout

FIELD NAME	FIELD TYPE	LENGTH
Transaction ID	N	18
Transaction ID Cross Reference	N	18
Julian Date	A/N	5
Rx Number	A/N	9
Date of Service	A/N	8
NDC	A/N	11
Product Name	A/N	70
New Refill Code	A/N	2
Quantity Dispensed	Number (13,3)	13
Days Supply	N	4
Cost Type Invoiced to NYS	A/N	10
Claim Status	A/N	1
NYS Generic Brand Code	A/N	1
Specialty Indicator	A/N	1
Adjustment Type	A/N	1
Adjustment Code	A/N	2
Client Ingredient Cost	Number (11,2)	11
Dispensing Fee	Number (11,2)	11
Copay Amount	Number (11,2)	11
Sales Tax	Number (11,2)	11
Invoice Amount	Number (11,2)	11
Submitted Ingredient Cost	Number (11,2)	14
Ancillary Amount	Number (11,2)	11
AWP	Number (13,5)	13
Calculated AWP	Number (13,2)	13
Submitted U&C	Number (11,2)	11
Amount Exceeding Benefit Maximum	N(10,2)	10
Member Submit Amount	N(10,2)	10
MAC Price	N(13,5)	13
COB Primary Claim Type	A/N	1
COB Indicator	A/N	1
Other Payer Amount Paid	N(10,2)	10
Member Subscriber ID	A/N	20
Member Alternate ID	A/N	20
Subscriber First Name	A/N	15
Subscriber Middle Initial	A/N	1
Cardholder Gender	N	1
Benefit Program	A/N	18
Customer ID	A/N	15
Dependent SSN	A/N	10
First Name	A/N	15
Middle Initial	A/N	1
Date of Birth	A/N	8
Gender Code	A/N	1
Relationship Code	A/N	1
NY Eligibility Sequence Number	A/N	3

Empire Plan Prescription Drug program
New York State Detailed Claim File Layout

Prescriber DEA	A/N	15
Prescriber NPI	A/N	15
Provider ID	A/N	15
Provider Class	A/N	3
Provider Name	A/N	25
Provider Zip Code	A/N	10
Pharmacy State Code	A/N	2
Pharmacy Corporate ID	A/N	12
Pharmacy NPI	A/N	15
Date Written	A/N	8
Date Received	A/N	8
Date Submitted	A/N	8
Bill Date	A/N	8
Product Selection DAW Code	A/N	1
Prior Authorization Code	A/N	11
GCN	A/N	14
Route of Administration Code	A/N	2
Multi Source Code	A/N	1
Pharmacy Cost Type Code	A/N	10
Drug Strength	A/N	13
Network	A/N	6
Therapeutic Class	A/N	6
Formulary Status Code	A/N	1
Claim Origination Flag	A/N	1
Submitted Number Refills Authorized	N	3
Generic Name	A/N	60
Compound Indicator	A/N	1
Other Coverage Code	A/N	1
Dispenser Type	A/N	3
Prior Auth Reason Code	A/N	2
Rebate Class System	A/N	60
Label Name	A/N	30
Part B Indicator	A/N	1
Orange Book Therapuetic Equivalent	A/N	2
Package Size	Number (12,3)	12
Dosage Form	A/N	4
Maintenance Drug Indicator	A/N	1
Obsolete Date	N	8
Repackage Indicator	A/N	1
Client Cost Tier	A/N	3
ANDA	A/N	8
NDA	A/N	8
Dispensing Status	A/N	1
Claim Override Code 1	A/N	2
Claim Override Code 2	A/N	2
Claim Override Code 3	A/N	2
Unit of Measure	A/N	2
Submitted Clarification Code	A/N	2
Half-Tab Indicator	A/N	1

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EMPIRE RETIREE DRUG SUBSIDY PAYMENT FILES FOR DCS (2008) (unique identifier 40 positions in detail file)

Note: All data should be right justified, do not include leading zeros in any field.
(MTD = month to date; DOB= date of birth)

Detail File

Data Item	Description	Positions
Application #	CHAR (10)	1-10
Plan Year	CHAR (4)	11 - 14
Month Incurred	CHAR (2)	15 - 16
Year Incurred	CHAR (4)	17 - 20
Month Reporting	CHAR (2)	21 - 22
Benefit Plan	CHAR (3)	23 - 25
Cust-ID	CHAR (5)	26 - 30
Contract Holder SSN	CHAR (9)	31 - 39
Subsidy Eligible Member SSN	CHAR (9)	40 – 48
Subsidy Eligible Member DOB YYYYMMDD	DATE (8)	49-56
Subsidy Eligible Member Gender M/F	CHAR (1)	57
Subsidy Eligible Member First Name	CHAR (30)	58 – 87
Subsidy Eligible Member Last Name	CHAR (40)	88 – 127
Subsidy Eligible Member Middle Initial	CHAR (1)	128
Subsidy Begin Date YYYYMMDD	DATE (8)	129– 136
Subsidy End Date YYYYMMDD	DATE (8)	137– 144
Date Dispensed/Filled YYYYMMDD	DATE (8)	145– 152
Date Paid YYYYMMDD	DATE (8)	153 - 160
NDC Code	CHAR (11)	161 – 171

Summary File

Data Item	Description	Positions
Application #	CHAR (10)	1-10
Plan Year	CHAR (4)	11 - 14
Month Incurred	CHAR (2)	15 - 16
Year Incurred	CHAR (4)	17 - 20
Month Reporting	CHAR (2)	21 - 22
Benefit Plan	CHAR (3)	23 - 25
Cust-ID	CHAR (5)	26 - 30
Contract Holder SSN	CHAR (9)	31 - 39
Subsidy Eligible Member SSN	CHAR (9)	40 – 48
Subsidy Eligible Member DOB YYYYMMDD	DATE (8)	49-56
Subsidy Eligible Member Gender M/F	CHAR (1)	57
Subsidy Eligible Member First Name	CHAR (30)	58 – 87
Subsidy Eligible Member Last Name	CHAR (40)	88 – 127
Subsidy Eligible Member Middle Initial	CHAR (1)	128
Subsidy Begin Date YYYYMMDD	DATE (8)	129– 136
Subsidy End Date YYYYMMDD	DATE (8)	137– 144
Gross Retiree Cost per member (Ingredient Cost + Dispensing Fee + Taxes for Qualified Drugs) MTD	S999999.99 (10)	145 - 154
Threshold Reduction per member (Amount paid up to the $275 reduction) MTD	S999999.99 (10)	155 - 164
Limit Reduction per member (Amount paid over the $5,600 limit) MTD	S999999.99 (10)	165 – 174

EMPIRE RETIREE DRUG SUBSIDY PAYMENT FILES FOR DCS (2008) (unique identifier 40 positions in detail file)

Note: All data should be right justified, do not include leading zeros in any field.

(MTD = month to date; DOB= date of birth)

Detail File		
GCN Code or GPI Code	CHAR (14)	172 – 185
Ingredient Cost	S999999.99 (10)	186-195
Dispensing Fee	S999999.99 (10)	196-205
Taxes	S999999.99 (10)	206-215
Unique Identifier for the claim (claim #)	CHAR (18)	216 – 255
Prior Period Adjustment indicator (use PPA if applicable otherwise leave blank)	CHAR (3)	256-258

Summary File		
Estimated Cost Adjustment - spread/applied per member (Estimate of expected rebates and other price concessions) MTD	S999999.99 (10)	175 – 184
Net Retiree Cost per member (NRC = GRC – TR – LR – ECA) MTD	S999999.99 (10)	185 – 194
Subsidy Amount Due per member (SAD = NRC x 28%) MTD	S999999.99 (10)	195- 204
Prior Period Adjustment indicator (use PPA if applicable otherwise leave blank)	CHAR (3)	205-207

Empire Plan Prescription Drug Program - MAC List

GCN	Drug Name	Form	Strength	Reference Product	FDA Rating	Date Initially MAC'd

Continued Below

Initial MAC Price	Previous MAC Price	Current MAC Price	Effective Date of Current MAC Price	Pct diff of change	Dollar diff of Change	Term Date if applicable

Continued Below

Number of Different MAC Prices within GCN	Ext AWP NYS Cumulative	Qty NYS Cumulative	Rxs NYS Cumulative	Current MAC Price A = Add C = Change D = Delete	GCN being removed from next month's list	Comments/Reason GCN is being removed

Source and Drug Type:		Cycle 15	Cycle 16	Cycle 17
RETAIL-GENERIC				
MAC'd Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
Non-MAC'd Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
RETAIL-BRAND				
Preferred Brand Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			

		Cycle 15	Cycle 16	Cycle 17
<u>RETAIL-BRAND</u>				
Single Source Non-Preferred Brand				
Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
Multi-Source Non-Preferred Brand				
Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
<u>RETAIL-COMPOUND</u>	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			

		Cycle 15	Cycle 16	Cycle 17
<u>MAIL-GENERIC</u>				
MAC'd Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
Non-MAC'd Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
<u>MAIL-BRAND</u>				
Preferred Brand Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			

		Cycle 15	Cycle 16	Cycle 17
MAIL-BRAND				
Single Source Non-Preferred Brand				
Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
Multi-Source Non-Preferred Brand				
Rx's	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
MAIL-COMPOUND	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			
	Avg. AWP per Rx			
SPECIALTY	Total Rx's			
	Total AWP			
	Total Ing. Cost			
	Computed Discount			
	Total Plan Cost			
	Total Patient Cost			
	Avg. Total Cost Per Rx			
	Avg. Plan Cost Per Rx			
	Avg. Patient Cost Per Rx			
	Avg. Days Supply Per Rx			

	Cycle 15	Cycle 16	Cycle 17
Avg. AWP per Rx			

		Cycle 15	Cycle 16	Cycle 17
DIRECT SUBMIT CLAIMS				
Medicaid	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Medicare	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
VA	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
COB	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Nursing Home, In-Network	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Nursing Home, Out of Network	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
In-Network	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Out-of-Network	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Member Adjustment	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Manual Rebill	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Student Employee Health Centers	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Foreign	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Mail Order COB	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			

		Cycle 15	Cycle 16	Cycle 17
Other	Total Rx's			
	Total Plan Cost			
	Avg. Plan Cost Per Rx			
Days Supply (Retail):				
0-30	#Rx's			
	Total Plan Cost			
	Cost per Rx			
31-60	#Rx's			
	Total Plan Cost			
	Cost per Rx			
61-90+	#Rx's			
	Total Plan Cost			
	Cost per Rx			
Days Supply (Mail):				
0-30	#Rx's			
	Total Plan Cost			
	Cost per Rx			
31-60	#Rx's			
	Total Plan Cost			
	Cost per Rx			
61-90+	#Rx's			
	Total Plan Cost			
	Cost per Rx			
Percentage of Total Rx's by Source and Drug Type				
Retail				
	% Rx's of Total			
	% Preferred Brand Rx's / Total Brand Rx's			
	% Single Source Non-Preferred brand Rx's / Total Brand Rx's			
	% Multi-Source Non-Preferred brand Rx's / Total Brand Rx's			
	% Mac'd Rx's / Total Generic Rx's			
	% Non-Mac'd Rx's / Total Generic Rx's			
	% Compounds			
Mail				
	% Rx's of Total			
	% Preferred Brand Rx's / Total Brand Rx's			
	% Single Source Non-Preferred brand Rx's / Total Brand Rx's			
	% Multi-Source Non-Preferred brand Rx's / Total Brand Rx's			
	% Mac'd Rx's / Total Generic Rx's			
	% Non-Mac'd Rx's / Total Generic Rx's			

	Empire Plan Prescription Drug Program								Exhibit II.F.6	
	Top 100 Drugs - Specialty								Page 1 of 1	
State of New York										
Top 100 Specialty Drugs by Total Amount Paid										
January through June 2012										
Drug Name	GC3 Name	PDL Indicator	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

Empire Plan Prescription Drug Program

Top 100 Brand Name and Generic Drugs – Retail Pharmacy

State of New York
Top 100 Retail Brands by Total Amount Paid
January through June 2012

Drug Name	GC3 Name	PDL Indicator	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 100 Retail Brands by Total Rx
January through June 2012

Drug Name	GC3 Name	PDL Indicator	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 100 Retail Generics by Total Amount Paid
January through June 2012

Drug Name	GC3 Name	Total Rx	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 100 Retail Generics by Total Rx
January through June 2012

Drug Name	GC3 Name	Total Rx	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

	Empire Plan Prescription Drug Program								Exhibit II.F.8	
	Top 20 Therapeutic Categories								Page 1 of 1	
		Retail and Mail								

State of New York
Top 10 Brand Drugs within Top 20 Therapeutic Classes by Total Amount Paid
January through June 2012

GC3 Name	PDL Indicator	Drug Name	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 10 Brand Drugs within Top 20 Therapeutic Classes by Total Rx
January Through June 2012

GC3 Name	PDL Indicator	Drug Name	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 10 Generic Drugs within Top 20 Therapeutic Classes by Total Amount Paid
January through June 2012

GC3 Name	Drug Name	Metrics	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx	

State of New York
Top 10 Generic Drugs within Top 20 Therapeutic Classes by Total Rx
January through June 2012

GC3 Name	Drug Name	Metrics	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx	

Empire Plan Prescription Drug Program

Top 100 Brand Name and Generic Drugs - Mail Service Pharmacy

State of New York
Top 100 Mail Brands by Total Amount Paid
January through June 2012

Drug Name	GC3 Name	PDL Indicator	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 100 Mail Brands by Total Rx
January through June 2012

Drug Name	GC3 Name	PDL Indicator	Total Rx	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx

State of New York
Top 100 Mail Generics by Total Amount Paid
January through June 2012

Drug Name	GC3 Name	Metrics	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx	

State of New York
Top 100 Mail Generics by Total Rx
January through June 2012

Drug Name	GC3 Name	Metrics	Total Utilizers	Total Amount Paid	Total Ingredient Cost Paid	Avg. Amount Paid / Rx	Avg. Ingredient Cost Paid / Rx	Avg. Member Amount Paid / Rx	Avg. Days Supply / Rx	

Formulary Chapter Description	GCN	Chemical	Trade Name	Strength	Dosage Form	Route	NDC-11	Sub Indicator	Repack Indicator	Maintenance Indicator	Manufacturer Name	GMQ Value	1st Generic Date	Unit AWP	AWP Effective Date	MAC Price	MAC Effective Date	NDC Add Date	Tier

Continued Below

30 Days - Retail							90 Days - Retail							90 Days - Mail						
AWP Price for 30 Days Supply Fill	Price Post network discount/ MAC	Copay	Avg Rebate/Rx	Tier 1 Net Price	Tier 2 Net Price	Tier 3 Net Price	AWP Price for 90 Days Supply Fill	Price Post network discount /MAC	Copay	Avg Rebate/Rx	Tier 1 Net Price	Tier 2 Net Price	Tier 3 Net Price	AWP Price for 90 Days Supply Fill	Price Post network discount/MAC	Copay	Avg Rebate/Rx	Tier 1 Net Price	Tier 2 Net Price	Tier 3 Net Price

Continued Below

FDA Rating	Patent Expiration Date	Does generic have 6 month exclusivity	Authorized Generic	Generic ship date to wholesalers	Mail Preferred Generic	Comment s

PRODUCT:

Brand Name:

Generic Name:

QUESTION:	ANSWER:
How many generics will be/are on the market at patent expiration? Generic AWP?	
The date of patent expiration?	
Does the generic have 6 month exclusivity?	
Is the generic an authorized generic?	
What is the ship date (date product shipped to wholesalers by manufacturer)?	
What was the date the product was MAC'd?	
Is the Generic product available at Medco Mail?	
What is the NDC of the generic product dispensed by mail or the house generic reference NDC?	
Date that house generic went into effect. If not the same as the shipment date, please include an explantion why?	
Expected duration of the house generic dispensing, including the length of time that Medco has committed to the manufacturer to dispense the brand as the house generic in order to get more favorable pricing.	

RECOMMENDATION:

It is recommended the brand remain in T3 and that mandatory generic substitution rules be applied.

Utilization

PharmType	GCN	DS Range	Avg Qty	Avg Ingr Cost	RX_COUNT (YTD)

Table of Contents

Column	Definition
Formulary Chapter Description	PBM Formulary Chapter Description
GCN	FDB GCN
Chemical	Generic Chemical Name
Trade Name	Product Trade Name
Strength	Strength
Dosage Form	Dosage Form
Route	Route
NDC-11	NDC-11
Sub Indicator	W = Single Source Brand, X = Multisource Brand, Y = Generic
Repack Indicator	1 = Repackager, 0 = Not a Repackager
Maintenance Indicator	FDB Maintenance Indicator: 1 = Maintenance, 0 = Acute
Manufacturer Name	Manufacturer Name
GMQ Value	Number of approved Generic manufacturers
1st Generic Date	Date first Generic was added to the FDB database
Unit AWP	FDB AWP for the 11 digit NDC
AWP Effective Date	FDB AWP Effective Date
MAC Price	Unit MAC price for the 11 digit NDC
MAC Effective Date	MAC price effective date
NDC Add Date	Date FDB added NDC to the database
AWP Price for 30 Days Supply Rx	Full AWP price for typical 30 days supply fill.
Price Post Network Discount/MAC	Full AWP price minus brand discount or MAC price for typical fill.
Tier	Tier level used to adjudicate claim.
Copay	Copay for product for 30 day retail claim.
Price Net of Copay	Calculated discount minus appropriate copay
Avg Rebate/Rx	Average amount of rebate revenue generated per claim.
Net Price	Estimated plan cost after reduction of average rebate amounts
FDA Rating	FDA Rating of product
Patent Expiration Date	Date Brand Manufacturer patent ended
Does generic have 6 month exclusivity	Does the Generic manufacturer have 6 month market exclusivity?
Authorized Generic	Is the 11 digit NDC an authorized generic?
Generic ship date to wholesalers	Estimated date that wholesalers received shipments from the manufacturer
Comments	Additional comments

Empire Plan Prescription Drug Program
Quarterly Performance Guarantee Report

PERFORMANCE GUARANTEE CATEGORY	PERFORMANCE GUARANTEE STANDARD	Jan 2012	Feb 2012	Mar 2012	1st QTR 2012	Apr 2012	May 2012	Jun 2012	2nd QTR 2012	Jul 2012	Aug 2012	Sep 2012	3rd QTR 2012	Oct 2012	Nov 2012	Dec 2012	4th QTR 2012	Year to Date 2012
Enrollment Management Guarantee	The Contractor guarantees that one hundred percent (100%)of all Program enrollment records that meet the quality standards for loading shall be loaded into the Contractor's enrollment system within twenty-four (24) hours of release by DCS.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Management Reports and Claim File Guarantees	For each management report or claim file listed in Section IV of this RFP, the Contractor guarantees that accurate management reports and claims files shall be delivered to the DCS no later than their respective due dates inclusive of the date of receipt	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Financial Summary Report	Due no later than seventy-five (75) Days after the end of each Calendar Year.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Mail Service Pharmacy Process Satisfaction Survey Summary Report	Due on May 1st of the year following the Calendar Year being surveyed	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Summary Reporting	Due each August after the end of each complete Calendar Year	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Report of Claims and Credits Paid by Agency	Due thirty (30) Days after the end of the Calendar Year	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Mail Service Pharmacy Process Accuracy Report	Due thirty (30) Days after the end of the Calendar Year	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Semi Annual Top 100 Brand Name and Generic Drugs - Retail Pharmacy Report	Due sixty (60) Days after the end of the second and fourth quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Semi Annual Top 20 Therapeutic Categories Report	Due sixty (60) Days after the end of the second and fourth quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Semi Annual Top 100 Brand Name and Generic Drugs - Mail Service Pharmacy Report	Due sixty (60) Days after the end of the second and fourth quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Semi Annual Top 100 Specialty Drugs - Specialty Pharmacy Report	Due sixty (60) Days after the end of the second and fourth quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Financial Summary Reports	Due fifteen (15) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Performance Guarantee Report	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Network Access Report	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Audit Report	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Coordination of Benefit Report	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Rebate and Other Pharma Revenue Report	Due 150 Days from the end of the quarter in which the initial claims were processed. This report is due at the time the rebates and other Pharma Revenue are paid to the Program.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Participating Agency Claims	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Quarterly Generic Appeals and Prior Authorization Report	Due thirty (30) Days after the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

PERFORMANCE GUARANTEE CATEGORY	PERFORMANCE GUARANTEE STANDARD	Jan 2012	Feb 2012	Mar 2012	1st QTR 2012	Apr 2012	May 2012	Jun 2012	2nd QTR 2012	Jul 2012	Aug 2012	Sep 2012	3rd QTR 2012	Oct 2012	Nov 2012	Dec 2012	4th QTR 2012	Year to Date 2012
Medicare D Quarterly Subsidy File	Due no later than the last Business Day of the month following the end of the quarter	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Monthly Report of Paid Claims by Month of Incurral	Due thirty (30) Days after the end of the month	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Monthly Report of Paid Claims by Pharmacy and Rx Type	Due thirty (30) Days after the end of the month	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Monthly Report of Empire Plan MAC List	Due thirty (30) Days after the end of the month	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Montly Report of MAC Savings	Due thirty (30) Days after the end of the month	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Monthly Program Customer Service Reports	Due fifteen (15) Days after the end of the month	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bi-weekly Detailed Claim File Data Custom State Feed & Cycle Summary	Due fifteen (15) Days after the end of each claims processing cycle	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Mac Alert Notice	Due no later than 14 Calendar Days after the first date of shipment (from manufacturer to wholesaler or retailer)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Network Pharmacy Access Guarantee																		
Urban	Ninety-seven (97%) of Enrollees in urban areas will have atleast one (1) Network Pharmacy within three (3) miles of an Enrollee's home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Suburban	Ninety-five percent (95%) of Enrollees in suburban areas will have at least one (1) Network Pharmacy within five (5) miles of an Enrollee's home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Rural	Ninety-five percent (95%) of Enrollees in rural areas will have at least one (1) Network Pharmacy within fifteen (15) miles of an Enrollee's home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Turnaround Time for Claims Adjudication Guarantee	The Contractor guarantees that at least ninety-nine and five-tenths percent (99.5%) of Enrollee submitted claims that require no additional information in order to be properly adjudicated that are received by the Contractor shall be turned around within ten (10) business days	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Turnaround Time for Non- Intervention Mail Service Prescriptions Guarantee	The Contractor guarantees that at least ninety-five percent (95%) of all non-intervention mail service Prescriptions shall be turned around in two (2) Business Days (not including the date of Prescription receipt).	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Turnaround Time for Intervention Mail Service Prescriptions Guarantee	The Contractor guarantees that at least ninety-five percent(95%) of all intervention mail service Prescriptions shall be turned around in five (5) Business Days (not including the date of Prescription receipt).	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

PERFORMANCE GUARANTEE CATEGORY	PERFORMANCE GUARANTEE STANDARD	Jan 2012	Feb 2012	Mar 2012	1st QTR 2012	Apr 2012	May 2012	Jun 2012	2nd QTR 2012	Jul 2012	Aug 2012	Sep 2012	3rd QTR 2012	Oct 2012	Nov 2012	Dec 2012	4th QTR 2012	Year to Date 2012
Program Customer Service Telephone Guarantees	The Contractor must provide a guarantee for the following four(4) levels of service on the toll-free customer service number																	
Customer Service Availability	The Contractor guarantees that the Insurer's telephone line shall be operational and available to Enrollees, Dependents and Pharmacies at least ninety-nine and five-tenths percent (99.5%) of the Contractor's Call Center Hours calculated on a quarterly basis.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Customer Service Telephone Response Time	The Contractor guarantees that at least ninety percent (90%) of the incoming calls to the Contractor's telephone line shall be answered by a customer service Representative within sixty (60) seconds, calculated on a quarterly basis.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Telephone Abandonment Rate	The Contractor guarantees that the percentage of incoming calls to the Insurer's telephone line in which the caller disconnects prior to the call being answered by a customer service representative will not exceed three percent (3%), calculated on a quarterly basis	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Telephone Blockage Rate	The Contractor guarantees that not more than three percent (3%) of incoming calls to the customer service telephone line shall be blocked by a busy signal, calculated on a quarterly basis. The telephone blockage rate shall be reported monthly and calculated quarterly	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Program Claims Processing System Availability Guarantee	The Contractor guarantees that the Program's online claims processing system be available at least ninety-nine and five tenths percent (99.5%) of the time excluding periods of scheduled down time which shall be reported in advance to DCS and kept to a minimum	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Empire Plan Prescription Drug Program
Quarterly Audit Report
Audit Recovery Summary

Field Audit Recoveries/Daily Review Savings
For Period From ____ to _____

	Total # of Audits	# of Open Audits	# of Closed Audits	Audit Recoveries
Field Audit Recoveries ($)				
Daily Review Savings ($)				
Total Audit Recoveries/Savings				

Empire Plan Prescription Drug Program
Quarterly Audit Report
Field Audits Performed during ___ Quarter ____

NABP	Name	Status Open/Closed	Audit Date	Audit Profile Beg Date	Audit Profile End Date	# Claims Reviewed

Empire Plan Prescription Drug Program
Quarterly Audit Report
Open Audits Performed in ___ Quarter ____

NCPCP	Address	City	State	Audit Type	Audit Date	Status	Generic Dispensed/ Brand Billed	No Signature Logged	Insert column for other Errors

Empire Plan Prescription Drug Program
Quarterly Audit Report
Audits Closed/Finalized during ___ Quarter ___

NABP	Pharmacy Name	Closed	Audit Date	Closed Date	Audit Profile Beg Date	Audit Profile End Date	# of Claims Reviewed	Discrepanc y Type	Total Recoveries

Empire Plan Prescription Drug Program
Quarterly Audit Report
Desk Audit Detail

NCPDP	Audit Date	Pharmacy Name	ID#	RX#	Fill Date	Drug Name	Amt Saved	Reason

Empire Plan Prescription Drug Program
Quarterly Audit Report
Planned Audits for ___ Quarter ___

NABP	Name	City	State	Zip

Empire Plan Prescription Drug Program
Quarterly Rebate and Other Pharma Revenue Report- Summary
For the quarter ending ___; Collections through ____

Quarter	Claim Volume	Invoiced Original	Invoiced Adjustments	Invoiced Net	Collections To-Date	Paid Prior	Payment Due	Percent To-Date	Invoice Amount Outstanding
2012Q1									
2012Q2									
2012Q3									
2012Q4									
All Quarters	-	$ -	$ -	$ -	$ -	$ -	$ -		$ -

Empire Plan Prescription Drug Program
Quarterly Rebate and Other Pharma Revenue Report - Manufacturer Detail
For the quarter ending ___; Collections through ___

		Invoiced							
Manufacturer Name	Claim Volume	Original	Adjustments	Net	Collections To-Date	Paid Prior	Payment Due	Percent To-Date	Invoice Amount Outstanding

Empire Plan Prescription Drug Program
MAC Savings Alert

GCN	Drug Name	Strength	Form	Initial MAC Price	January 2010 Changes	February 2010 Changes	March 2010 Changes	April 2010 Changes	May 2010 Changes	June 2010 Changes	July 2010 Changes	August 2010 Changes	September 2010 Changes	October 2010 Changes	November 2010 Changes	December 2010 Changes	Current Price	Quantity Filled	Annualized Quantity	2010 Actual Savings	2010 Annual Savings

Continued below

Continued below

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
ISA		Interchange Header		**ISA**		**Interchange Control Header**			Required			Identifies an interchange of functional groups and interchange control data.	ISA*00* *00* *30*141788609*30*123456789*000309*1356*U*00401*000000001*1*P*:~
					ISA01		Author Info Qualifier	Author Information Qualifier	M	2	2	00 = No Authorization Information Present 03 = Additional Data Identification	Set to 00 (zero zero)
					ISA02		Author Information	Authorization Information	M	10	10		n/a
					ISA03		Security Info Qual	Security Information Qualifier	M	2	2	00 = No Security Information Present 01 = Password	Set to 00 (zero zero)
					ISA04		Security Information	Security Information	M	10	10		n/a
					ISA05		Interchange Id Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA06		Interchange Sender Id	Interchange Sender Id	M	15	15		Set to 146013200
					ISA07		Interchange ID Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA08		Interchange Receiver Id	Interchange Receiver Id	M	15	15	In absence of a value from the Carrier, defaulted to the Benefit Plan Name.	Set to Trading partner ID
					ISA09		Interchange Date	Interchange Date	M	8	8	CCYYMMDD	System generated. Format: yymmdd
					ISA10		Interchange Time	Interchange Time	M	4	4	HHMM	System generated. Format: hhmm
					ISA11		Inter Ctrl Stand Ident	Interchange Control Standards Identifier	M	1	1	U = US EDI ASC X12, TDCC, and USC	Set to U
					ISA12		Inter Ctrl Version Num	Interchange Control Version Number	M	5	5		00401
					ISA13		Inter Ctrl Number	Interchange Control Number	M	9	9		System generated
					ISA14		Ack Requested	Acknowledgement Requested	M	1	1	0 = No Acknowledgement Requested 1 = Acknowledgement Requested	Set to 1
					ISA15		Test Indicator	Test Indicator	M	1	1	P = Production Data T = Test Data	set to P
					ISA16		Component Elem Sepera	Component Element Separator	M	1	1		Set to :

Functional Group Header

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
GS		Group Header		**GS**		**Functional Group Header**			Required			Identifies the start of a functional group and provides control data.	GS*BE*146013200*123456789*20031009*1700*1*X*004010X095A1~
					GS01		Functional ID Code	Functional Identifier Code	M	2	2	BE = Benefit Enrollment and Maintenance (834)	Set to BE
					GS02		Application Send's Code	Application Sender's Code	M	2	15		Set to 146013200
					GS03		Application Rec's Code	Application Receiver's Code	M	2	15		By agreement between partners
					GS04		Date	Date	M	8	8	CCYYMMDD	System generated. Format: ccyymmdd
					GS05		Time	Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmm
					GS06		Group Ctrl Number	Group Control Number	M	1	9		System generated.
					GS07		Responsible Agency Code	Responsible Agency Code	M	1	2		Set to X
					GS08		Ver/Release ID Code	Version/Release/Industry Identifier Code	M	1	12		Set to 004010X095A1

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
		Functional Group Trailer											
GE	Trailer			**GE**		**Functional Group Trailer**			Required			Indicates the end of a functional group and provides control information	GE*6542*1~
					GE01		Number of TS Included	Number of Transactions Sets Included	M	1	6	Total number of transaction sets in the functional group or interchange group	System generated.
					GE02		Group Ctrl Number	Group Control Number	M	1	9	Unique control number .	System generated.
		Interchange Control Trailer											
IEA	Trailer			**IEA**		**Interchange Control Trailer**			Required			Indicates the end of an interchange functional groups and related control segments	IEA*1*000000001~
					IEA01		Num of Inc Funct Group	Number of Included Functional Groups	M	1	5	The number of functional groups included in the interchange	System generated.
					IEA02		Inter Ctrl Number	Interchange Control Number	M	9	9	An assigned control number .	System generated.

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		Header											
ST	Header	Header	010	**ST**		**Transaction Set Header**			Required			Indicates start of transaction set and assigns control number.	ST*834*6 ~
834					ST01		TS ID Code	Transaction Set Identifier Code	M	3	3	Code to identify transaction set type. Set benefit enrollment transaction set to 834.	Set to 834.
					ST02		TS Control Number	Transaction Set Control Number	M	4	9	Unique control number.	The transaction set control numbers in ST02 and SE02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.
					ST03		Implementation Convention Reference	Implementation Convention Reference	M	1	35	Reference assigned to identify Implementation Convention	Set to 005010X220A1. This field contains the same value as GS08.
BGN	Header	Header	020	**BGN**		**Beginning Segment**			Required			Indicates the beginning of a transaction set.	BGN*00*000000000000196*20000309*1356****2~
					BGN01		TS Purpose Code	Transaction Set Purpose Code	M	2	2	00 = Original. First time transaction sent 15 = Resubmission. Corrected transaction, original not yet processed by receiver. 22 = Information Copy. Same as original transmission.	Default to '00'
					BGN02		Reference Ident	Reference Identification Transaction Set Identifier Code	M	1	30	Unique control number.	Set to a unique identifying reference number.
					BGN03		Date	Date Transaction Set Creation Date	M	8	8	CCYYMMDD	System generated. Set to 8 positions. Format: ccyymmdd
					BGN04		Time	Time Transaction Set Creation Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmmss
					BGN05		Time Code	Time Code Time Zone Code	S	2	2	CD Central Daylight Time,CS Central Standard Time,CT Central Time,ED Eastern Daylight Time,ES Eastern Standard Time,ET Eastern Time,MD Mountain Daylight Time,MS Mountain Standard Time,MT Mountain Time,PT Pacific Time. If BGN05 , then BGN04 is required.	Optional. Not used.
					BGN06		Reference Ident	Reference Identification Transaction Set Identifier Code	O	1	30	If BGN01 = 15 or 22, then cross reference Reference Ident of the original transaction.	Optional. If 00 then not used. If 15 or 22 then write original transaction ref id number.
					BGN07		Transaction Type Code - Not Used		n/a	2	2		n/a
					BGN08		Action Code	Reference Identification Transaction Set Identifier Code	M	1	2	2 = Change (Update) - Identifies transactions for additions, terminations and changes to current enrollment 4 = Verify - Identifies system compare or verify partner's systems	Required Default = 2
REF	Header	Header	030	**REF**		**Transaction Set Policy Number**			Situational			Segment is used if a unique ID number applies to the entire transaction set.	REF*38*0000~
38					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	38 = Master policy number code.	Set to 38.
					REF02		Reference Ident	Reference Identification Master Policy Number	X	1	30	Master Policy Number. At least one REF02 is required.	Set to master policy number. Value to be supplied by Carrier Default =00000
DTP	Header	Header	040	**DTP**		**File Effective Date**			Situational				Carrier information requirement can adequately be satisfied without it. Data element is not used.

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	007 = Effective 303 = Maintenance Effective 382 = Enrollment 388 = Payment Commencement	Not used
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Not used
					DTP03		Date Time Period	Date Time Period	M	1	35		Not used
		1000A Sponsor Name											
N1	Header	1000A Sponsor Name	070	**N1**		**Sponsor Name**			Required			Identifies the organization paying for the coverage by type, name, and code. At least one N102 or N103 is required.	N1*P5*NEW YORK STATE*FI*141788609~
P5					N101		Entity ID Code	Entity Identifier Code	M	2	3	P5 = Plan Sponsor.	Set to P5.
					N102		Name		X	1	0	NEW YORK STATE	NEW YORK STATE
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. ZZ = Mutually Defined (HIPAA Id) If N104 present then required.	Set to FI = Federal Taxpayers Identification Number. Once National Payer ID is mandated, then use ZZ.
					N104		ID Code	Identification Code Sponsor Identifier	X	2	80	Sponsor Identifier. If N103 present then required.	Set to 146013200
		1000B Payer Name											
N1	Header	1000B Payer Name	070	**N1**		**Payer Name**			Required			Identifies the insurance company (receiver) type, name, and code. At least one N102 or N103 is required.	N1*IN**FI*123456789~
IN					N101		Entity ID Code	Entity Identifier Code	M	2	3	IN = Insurer.	Set to IN.
					N102		Name		n/a	1	60	Not used.	Set to placeholder.
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. Once National Payer ID is mandated, then use only XV
					N104		ID Code	Identification Code Insurer Identification Code	X	2	80	Insurer identification code. If N103 present then required.	Data not captured by a PS field. Value to be supplied by carrier.
		1000C Broker Name											
N1	Header	1000C Broker Name	70	**N1**		**TPA/Broker Name**			Situational			Identifies TPA/broker organization by type, name, and code. At least one N102 or N103 is required.	Segment does not apply.
n/a					N101		Entity ID Code	Entity Identifier Code	M	2	3	BO = Broker TV = Third party admin	n/a
Not used					N102		Name - Not Used		n/a	1	60	Not used.	n/a
n/a					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	94 = Code assigned by receiving organization FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	n/a
n/a					N104		ID Code	Identification Code TPA or Broker Identification	X	2	80	TPA or Broker Identification code. If N103 present then required.	n/a
ACT	Header	1100C Broker Account	120	**ACT**		**TPA/Broker Account Information**			Situational			Specifies account information if different than account number of sponsor.	Segment does not apply.
n/a					ACT01		Account Number	TPA or Broker Account Number	M	1	35	Account number assigned.	n/a
Not used					ACT02		Name - Not Used		n/a	1	60		n/a
Not used					ACT03		ID Code Qual - Not Used		n/a	1	2		n/a
Not used					ACT04		ID Code - Not Used		n/a	2	80		n/a
Not used					ACT05		Acct Num Qual-Not Used		n/a	1	3		n/a
n/a					ACT06		Account Number		X	1	35	Account number - more than one account number applies to this transaction.	n/a

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2000 Member Detail											
INS	Detail	2000 Member Detail	010	**INS**		**Member Level Detail**			Optional			Provides insured benefit information for subscriber and dependents. Subscriber information must precede dependent information or have been submitted in a previous transmission.	INS*Y*18*021**A*E**FT**N~
					INS01		Yes/No Cond Resp Code	Yes/No Condition or Response Code Subscriber Indicator	M	1	1	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.
					INS02		Individual Relat Code	Individual Relationship Code	M	2	2	01 = Spouse 18 = Self 19 = Child 25 = Ex-spouse 53 = Life partner 38 = Collateral dependent	Set SP = 01 Set subscriber = 18 Set S and D = 19 Set X = 25 Set DP = 53 Set O = 38
					INS03		Maintenance Type Code	Maintenance Type Code	O	3	3	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare
					INS04		Maintain Reason Code	Maintenance Reason Code	O	2	3	01 = Divorce 02 = Birth 03 = Death 04 = Retirement 05 = Adoption 06 = Strike 07 = Termination of Benefits 08 = Termination of Employment 09 = COBRA 10 = COBRA Premium Paid 11 = Surviving Spouse 14 = Voluntary Withdrawal 15 = Primary Care Provider Change 16 = Quit 17 = Fired 18 = Suspended 20 = Active 21 = Disability 22 = Plan Change 25 = Change in Identifying Data Elements 26 = Declined Coverage 27 = Pre-Enrollment 28 = Initial Enrollment 29 = Benefit Selection 31 = Legal Separation 32 = Marriage 33 = Personnel Data 37 = Leave of Absence with Benefits 38 = Leave of Absence without Benefits 39 = Lay Off with Benefits 40 = Lay Off without Benefits 41 = Re-enrollment 43 = Change of Location XN = Notification Only XT = Transfer	Use of this segment is limited to identify a change in Benefit Program and Termination Reason for Conversion of Coverage. Set Termination of Benefits = 07 Set Termination of Employment = 08 Set change in Benefit Program = 22 Set Plan Change = 22 Set Alternate Identifier Change = 25 Set Initial Enrollment = 28 Set Re-enrollment = 41
					INS05		Benefit Status Code	Benefit Status Code	O	1	1	Type coverage for which benefits paid A= Active C = Cobra S = Surviving Insured T = Tax equity and fiscal responsibility act	Type of Set default to 'A' unless termination, Cobra or surviving spouse Valid values are 'A', 'C', and 'S' TEFRA is a medical assistance program for families with children with disabilities. Eligibility is determined based on medical and level of care criteria.

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
					INS06		Medicare Plan Code	Medicare Plan Code	O	1	1	A = Medicare Part A B = Medicare Part B C = Medicare Part A and B D = Medicare E = No Medicare	Currently only track Medicare Part B Valid values are 'B' and 'E'
					INS07		Cobra Qual Event Code	Cobra Qualifying Event Code	O	1	2	1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee	1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee
					INS08		Employment Status Code	Employment Status Code	O	2	2	If enrollment is in a non employment based program such as medicare, then use status of subscriber in that program. AO = Active Military - Overseas AU = Active Military - USA FT = Full Time Active L1 = Leave of Absence PT = Part Time Active RT = Retired TE = Terminated	Subscriber only Valid values are: FT PT TE RT L1
					INS09		Student Status Code	Student Status Code	O	1	1	F = Full-time N = Not a student P = Part-time	F = Full-time N = Not a student
					INS10		Yes/No Cond Resp Code	Yes/No Condition or Response Code Handicap Indicator	O	1	1	Handicap indicator: N = no Y = yes	For dependent only
D8					INS11		Date Time Format Qual	Date Time Period Format Qualifier	X	2	3	D8 = Date expressed in CCYYMMDD If INS12 present then required.	Set to D8
					INS12		Date Time Period	Date Time Period Insured Individual Death Date	X	1	35	Date of Death If INS11 present then required.	Dependent date of death not captured on the database
Not used					INS13		Confidentiality - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS14		City Name - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS15		State Code - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS16		Country Code - Not Used		n/a			Not used.	Set to placeholder.
					INS17		Number	Number	O	1	9	Not available	Not a PeopleSoft delivered database element. Data for this element is not available.
REF	Detail	2000 Member Detail	020	**REF**		**Subscriber Number**			Required			Specifies identifying information. Segment contains a unique **SUBSCRIBER** Id Number (SSN or other) This occurrence identified by the OF qualifier. Identifier is used in order to link subscriber with dependents.	REF*0F*123456789~
0F					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	0F = Subscriber Number.	Set to 0F (zero f).
					REF02		Reference Ident	Reference Identification Subscriber Identifier	X	1	30	At least one REF02 is required.	Social security number should be used until the National identifier is available.
REF	Detail	2000 Member Detail	020	**REF**		**Member Policy Number**			Situational			Specifies identifying information. Segment is used if group number applies to all coverage data for the member.	REF*1L*NYSLWOP~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	1L = Group or Policy Number	Set to 1L.
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	At least one REF02 is required	Join Company and Ben_Status Valid Company Values: PA ,PE ,NYS, MTH Valid Benefit Statuses: DISP,FAML,IMIL,LPTA,LTDS,LWOP, MILL,PRFL,STDS,WCDF,WCLV, WCMC,WCWR, RTNA. If 'CBL' then = '00306666'

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Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*23*891234567~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	23 = Client Number	Set to 23
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	Bea_Altid
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*DX*00001~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	DX = Department/Agency Number	Set to DX
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	Cust_Id If 'HIP' and CUSTID = '00001 then map DEPTID If 'UHG' and txn for dep then add dep # to end of CUSTID field
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*F6*123456789A~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	F6 = Health Insurance Claim(HIC) Number	Set to F6
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	Health Insurance Claim(HIC) Number
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*Q4*999999999~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	Q4 = Prior Identification Number	Set to Q4
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	Previous Subscriber SSN covered under.
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*6O*999999999~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	6O = Cross Reference Number	Set to 6O
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	This number is used to tie the Survivng Insured back to the original Subscriber ID.
REF	Detail	2000 Member Detail	020	**REF**		**Member Identification Number**			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*ZZ*E~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	ZZ = Mutually Defined	Set to ZZ
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	Valid values are: 'E' = Employee Rate 'T' = Total Rate
DTP	Detail	2000 Member Detail	025	**DTP**		**Member Level Dates**			Situational			Specifies date, time, and time period for member enrollment and benefit changes.	DTP*336*D8*20000207~

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End	Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End
DTP	Detail	2000 Member Detail	025	**DTP**		**Member Level Dates**			Situational			Specifies date, time, and time period for member enrollment and benefit changes.	DTP*336*D8*20000207~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End	Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End
					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8
					DTP03		Date Time Period	Date Time Period Status Information Effective Date	M	1	35		Effective Date

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2100A Member Name											
NM1	Detail	2100A Member Name	030	**NM1**		**Member Name**			Required			Segment identifies member being enrolled, changed, or corrected.	NM1*IL*1*SMITH*JOHN*M**SR*34*123456789~
					NM101		Entity ID Code	Entity Identifier Code	M	2	3	74 = Transmission is correcting the identifier information on a member already enrolled. Usage of this code requires the sending of an NM1 with code '70' in loop 2100B. IL = Enrollment of a new member or update of a member with no change in identifying information. The identifying information for a member is specified under the insurance contract between the sponsor and payer.	Set to 74 if changing existing identifying information. Set to IL for new enrollment or change not related to identifying information.
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person.	Set to 1.
					NM103		Name Last/ Org Name	Name Last or Organization Name Subscriber Last Name	O	1	35		Member Last Name
					NM104		Name First	Name First Subscriber First Name	O	1	25		Member First Name
					NM105		Name Middle	Name Middle Subscriber Middle Name	O	1	25		Member Middle Name
					NM106		Name Prefix - Not Used						Not used
					NM107		Name Suffix	Name Suffix Subscriber Name Suffix	O	1	10		Member Name Suffix
					NM108		ID Code Qualifier		X	1	2	34 = Social security number. ZZ = Mutually defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ. All other carriers, set to 34 If value is invalid ssn then set to ZZ
					NM109		ID Code	Identification Code Subscriber Identifier	X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn until the National identifier is available
PER	Detail	2100A Member Name	040	**PER**		**Member Communications Numbers**			Situational			Identifies where administrative communication should be sent.	PER*IP**TE*518/229-0457~
IP					PER01		Contact Funct Code	Contact Function Code	M	2	2	IP = Insured Party	Set to IP
					PER02				n/a	1	60	Name - Not Used.	Set to placeholder.
TE					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER04 present then required.	Set to TE (if available)
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Format: 9999999999
TE					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used
N3	Detail	2100A Member Name	050	**N3**		**Member Residence Street Address**			Situational			Identifies location of member. Send for subscriber and dependents.	N3*81 COLUMBIA STREET~
					N301		Address Information	Address Information Subscriber Address Line	M	1	55		Address line 1
					N302		Address Information	Address Information Subscriber Address Line	O	1	55		Address line 2

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
N4	Detail	2100A Member Name	060	**N4**		**Member Residence City, State, ZIP Code**			Situational			Identifies location of member. Send for subscriber and dependents.	N4*ALBANY*NY*122100000*USA*~
					N401		City Name	City Name Subscriber City Name	O	2	30		City Name
					N402		State or Prov Code	State or Province Code Subscriber State Code	O	2	2		State or Prov Code
					N403		Postal Code	Postal Code Subscriber Postal Code	O	3	15		Postal Code
					N404		Country Code	Country Code	O	2	3		Country
CY					N405		Location Qualifier	Location Qualifier	O	1	2	CY = County	Set to CY
					N406		Location Identifier	Location Identifier Location Identification Code (County)	O	1	30	If N406 is present then N405 is required.	County
DMG	Detail	2100A Member Name	080	**DMG**		**Member Demographics**			Situational			This segment is required for dependents until the national identifier for individuals is available. Once a national identifier is available, the national identifier should be sent in NM109. If DMG01 or DMG02 is present, then other is required.	DMG*D8*19720310*M*I~
D8					DMG01		Date Time format Qual	Date Time Format Qualifier	X	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02		Date Time Period	Date Time Period Member Birth Date	X	1	35	Date of Birth.	Date of Birth.
					DMG03		Gender Code	Gender Code	O	1	1	F = female M = male U = unknown	F = female M = male U = unknown
					DMG04		Marital Status Code	Marital Status Code	O	1	1	B = Registered Domestic Partner D = Divorced I = Single M = Married R = Unreported S = Separated U = Unmarried(single,divorced,widowed) W = Widowed X = Legally Separated	Set C, Common Law = M Set D, Divorced = D Set E, Separated = S Set H, Head Household = U Set M, Married = M Set S, Single = I Set U, Unknown = R Set W, Widowed = W
					DMG05		Race or Ethic Code	Race or Ethic Code	O	1	1		Not Used
					DMG06		Citizen Status Code	Citizen Status Code	O	1	2		Not Used
LUI	Detail	2100A Member Name	150	**LUI**		**Member Language**			Situational			Used if member's language is other than english. This data should only be transmitted when required by the insurance contract and allowed by federal and state regulations.	Not used
					LUI01		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of LUI02 is required with LUI01.	Not used
					LUI02		ID Code	Identification Code Language Code	X	2	80	Use of LUI01 is required with LUI02.	Not used
					LUI03		Description	Description Language Description	X	1	80		Not used
					LUI04		Use of Lang Indica	Use of Language Indicator Language Use Indicator	O	1	2		Not used

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Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2100B Incorrect Member Name											
NM1	Detail	2100B Incorrect Member Name	030	**NM1**		**Incorrect Member Name**			Situational			Segment is used only with a corrected name in loop 2100A.	NM1*70*1*SMITH*JON***34*987654321~
70					NM101		Entity ID Code	Entity Identifier Code	M	2	3	70 = Prior Incorrect Insured Use if correcting identifier information on a member already enrolled. Send NM1 with code 74 in loop 2100A.	Set to 70.
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person	Set to 1
					NM103		Name Last/ Org Name	Name Last or Organization Name Prior Incorrect Insured Last Name	O	1	35		Prior Incorrect Insured Last Name
					NM104		Name First	Name First Prior Incorrect Insured First Name	O	1	25		Prior Incorrect Insured First Name
					NM105		Name Middle	Name Middle Prior Incorrect Insured Middle Name	O	1	25		Prior Incorrect Insured Middle Name
					NM106		Name Prefix	Name Prefix Prior Incorrect Insured Name Prefix	O	1	10		Set to placeholder.
					NM107		Name Suffix	Name Suffix Prior Incorrect Insured Name Suffix	O	1	10		Prior Incorrect Insured Name Suffix
34					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	34 = Social security number. ZZ = Mutually Defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ All other carriers, set to 34
					NM109		ID Code	Identification Code Prior Incorrect Insured Identifier	X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn
DMG	Detail	2100B Incorrect Member Name	080	**DMG**		**Incorrect Member Demographics**			Situational			Segment used only if demographic information, such as date of birth is used to identify a member and it is being changed.	DMG*D8*19740311~
D8					DMG01		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02		Date Time Period	Date Time Period Prior Incorrect Insured Birth Date	X	1	35	Prior incorrect insured birth date. Use of DMG01 is required with DMG02.	Prior Incorrect Insured Birth Date
					DMG03		Gender Code	Gender Code	O	1	1	F = female M = male U = unknown	F = female M = male U = unknown
		2100C Member Address											
NM1	Detail	2100C Member Address	030	**NM1**		**Member Mailing Address**			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	NM1*31*1~
31					NM101		Entity ID Code	Entity Identifier Code	M	2	3	31 = Postal Mailing Address	Set to 31
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person	Set to 1
N3	Detail	2100C Member Address	050	**N3**		**Member Mail Street Address**			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	N3*P.O. BOX 12334~
					N301		Address Information	Address Information Subscriber Address Line	M	1	55		Address Information
					N302		Address Information	Address Information Subscriber Address Line	O	1	55		Address Information
N4	Detail	2100C Member Address	060	**N4**		**Member Mail City, State, Zip**			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	N4*ALBANY*NY*122100000*USA*~
					N401		City Name	City Name Subscriber City Name	O	2	30		City Name
					N402		State or Prov Code	State or Province Code Subscriber State Code	O	2	2		State or Prov Code
					N403		Postal Code	Postal Code Subscriber Postal Code	O	3	15		Postal Code
					N404		Country Code	Country Code	O	2	3		Country Code
Not Used					N405		Location Qualifier-not used		n/a				Not Used
Not Used					N406		Location Identifier-not used		n/a				Not Used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2100D Member Employer											
NM1	Detail	2100D Member Employer	030	**NM1**		**Member Employer**			Situational			This loop is to be sent when the member is employed by someone other that the sponsor and the insurance contract requires the payer be notified of such employment.	Segment does not apply.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		n/a
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		n/a
					NM103		Name Last/ Org Name	Name Last or Organization Name Insured Employer Name	O	1	35		n/a
					NM104		Name First	Name First Insured Employer First Name	O	1	25		n/a
					NM105		Name Middle	Name Middle Insured Employer Middle Name	O	1	25		n/a
					NM106		Name Prefix	Name Prefix Insured Employer Name Prefix	O	1	10		n/a
					NM107		Name Suffix	Name Suffix Insured Employer Name Suffix	O	1	10		n/a
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	n/a
					NM109		ID Code	Identification Code Insured Employer Identifier	X	2	80	Use of NM108 is required with NM109.	n/a
PER	Detail	2100D Member Employer	040	**PER**		**Member Employer Communications Numbers**			Situational			When employer is applicable, segment identifies to whom administrative communications should be sent.	Segment does not apply.
					PER01		Contact Funct Code	Contact Function Code	M	2	2		n/a
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	n/a
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	n/a
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	n/a
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	n/a
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	n/a
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	n/a
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	n/a
N3	Detail	2100D Member	050	**N3**		**Member Employer Street Address**			Situational			When employer is applicable, segment identifies employer address.	Segment does not apply.
					N301		Address Information	Address Information	M	1	55		n/a
					N302		Address Information	Address Information	O	1	55		n/a
N4	Detail	2100D Member Employer	060	**N4**		**Member Employer City, State, Zip**			Situational			When employer is applicable, segment identifies employer address.	Segment does not apply.
					N401		City Name	City Name	O	2	30		n/a
					N402		State or Prov Code	State or Province Code	O	2	2		n/a
					N403		Postal Code	Postal Code	O	3	15		n/a
					N404		Country Code	Country Code	O	2	3		n/a
					N405		Location Qualifier	Location Qualifier	O	1	2		n/a
					N406		Location Identifier	Location Identifier	O	1	30	If N406 is present then N405 is required.	n/a
		2100E Member School											
NM1	Detail	2100E Member School	030	**NM1**		**Member School**			Situational			Loop is sent when member is enrolled in school and sponsor is required to notify payer.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
					NM103		Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
PER	Detail	2100E Member School	040	**PER**		**Member School Communications Numbers**			Situational			When school is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01		Contact Funct Code	Contact Function Code	M	2	2	SK = School clerk	Not used
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	Set to placeholder.
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used
N3	Detail	2100E Member School	050	**N3**		**Member School Street Address**			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301		Address Information	Address Information	M	1	55		Not used
					N302		Address Information	Address Information	O	1	55		Not used
N4	Detail	2100E Member School	060	**N4**		**Member School City, State, Zip**			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401		City Name	City Name	O	2	30		Not used
					N402		State or Prov Code	State or Province Code	O	2	2		Not used
					N403		Postal Code	Postal Code	O	3	15		Not used
					N404		Country Code	Country Code	O	2	3		Not used
		2100F Custodial Parent											
NM1	Detail	2100F Custodial Parent	030	**NM1**		**Custodial Parent**			Situational			Loop is sent when custodial parent of a minor is someone other than the subscriber.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Could customize dependent/beneficiary or dependent/beneficiary comment panels. Customization not recommended.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
					NM103		Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
					NM104		Name First	Name First	O	1	25		Not used
					NM105		Name Middle	Name Middle	O	1	25		Not used
					NM106		Name Prefix	Name Prefix	O	1	10		Not used
					NM107		Name Suffix	Name Suffix	O	1	10		Not used
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
					NM109		ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used
PER	Detail	2100F Custodial Parent	040	**PER**		**Custodial Parent Communications Numbers**			Situational			When custodial parent is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01		Contact Funct Code	Contact Function Code	M	2	2		Not used
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	Not used
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
N3	Detail	2100F Custodial Parent	050	**N3**		**Custodial Parent Street Address**			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301		Address Information	Address Information	M	1	55		Not used
					N302		Address Information	Address Information	O	1	55		Not used
N4	Detail	2100F Custodial Parent	060	**N4**		**Custodial Parent City, State, Zip**			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401		City Name	City Name	O	2	30		Not used
					N402		State or Prov Code	State or Province Code	O	2	2		Not used
					N403		Postal Code	Postal Code	O	3	15		Not used
					N404		Country Code	Country Code	O	2	3		Not used
		2100G Responsible Person											
NM1	Detail	2100G Responsible Person	030	**NM1**		**Responsible Person**			Situational			Loop identifies person responsible for the member. Responsible person is someone other than the subscriber. Data is intended for coverage programs that are not to be employment related, such as Medicare and Medicaid.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
					NM103		Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
					NM104		Name First	Name First	O	1	25		Not used
					NM105		Name Middle	Name Middle	O	1	25		Not used
					NM106		Name Prefix	Name Prefix	O	1	10		Not used
					NM107		Name Suffix	Name Suffix	O	1	10		Not used
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
					NM109		ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used
PER	Detail	2100G Responsible Person	040	**PER**		**Responsible Person Communications Numbers**			Situational			When responsible person is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01		Contact Funct Code	Contact Function Code	M	2	2		Not used
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	Not used
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used
N3	Detail	2100G Responsible Person	050	**N3**		**Responsible Person Street Address**			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301		Address Information	Address Information	M	1	55		Not used
					N302		Address Information	Address Information	O	1	55		Not used
N4	Detail	2100G Responsible Person	060	**N4**		**Responsible Person City, State, Zip**			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401		City Name	City Name	O	2	30		Not used
					N402		State or Prov Code	State or Province Code	O	2	2		Not used
					N403		Postal Code	Postal Code	O	3	15		Not used
					N404		Country Code	Country Code	O	2	3		Not used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2200 Disability Information											
DSB	Detail	2200 Disability Information	200	**DSB**		**Disability Information**			Situational			Segment used when enrolling or changing a disabled member. The DSB loop may only appear for the Subscriber.	DSB*3~
					DSB01		Disability Type Code	Disability Type Code	M	1	1	1 = Short Term Disability 2 = Long Term Disability 3 = Permanent or Total Disability 4 = No Disability	Valid Values: Set T = 2 Set P = 3 Set N = 4
Not used					DSB02		Quantity - Not Used					Not used	Not used
Not used					DSB03		Occupation Cd - Not Used					Not used	Not used
Not used					DSB04		Work Inty Code - Not Used					Not used	Not used
Not used					DSB05		Product Opt Cd - Not Used					Not used	Not used
Not used					DSB06		Monetary Amt - Not Used					Not used	Not used
DX					DSB07		Prod/Serv ID Qual	Product Service ID Qualifier	X	2	2	DX = International Classification of Diseases Clinical Modification(Icd-9-cm) Diagnosis If DSB09 present then required.	Not used
585					DSB08		Medical Code Value	Medical Code Value Diagnosis Code	X	1	15	Medical Code Value the only allowed value is 585 - End Stage Renal Disease If DSB08 present then required.	Not used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
DTP	Detail	2200 Disability Information	210	**DTP**		**Disability Eligibility Dates**			Situational			Segment is used to send first and last date of disability.	DTP*360*D8*1996*1001~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	360 = Disability Begin 361 = Disability End	360 = Disability Begin 361 = Disability End
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03		Date Time Period	Date Time Period Disability Eligibility Date	M	1	35	Disability Eligibility Date	Disability Eligibility Date

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2300 Health Coverage											
HD	Detail	2300 Health Coverage	260	**HD**		**Health Coverage**			Situational			Segment is used to enroll a new member or add, update, or terminate coverage for an existing member.	HD*021**HLT**IND~
					HD01		Maintenance Type Code	Maintenance Type Code	M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare
Not used					HD02		Maint Reason - Not Used					Not used	Not Used
					HD03		Insurance Line Code	Insurance Line Code	O	2	3	AG = Preventitive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision	Evaluate retro stack Valid Values : HLT PDG DEN VIS
					HD04		Plan Cvrg Description	Plan Cvrg Description	O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.	Not applicable
					HD05		Coverage Level Code	Coverage Level Code	O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party	Valid Values: IND FAM

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Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
DTP	Detail	2300 Health Coverage	270	**DTP**		**Health Coverage Eligibility Dates**			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.	DTP*348*D8*20000320~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End	Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03		Date Time Period	Date Time Period Coverage Period	M	1	35	Coverage Period	Coverage Period
REF	Detail	2300 Health Coverage	290	**REF**		**Health Coverage Policy Number**			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.	REF*1L*001A01~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	17 = Client Reporting Category	Set to 1L
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Join Benefit Plan and Benefit Program
HD	Detail	2300 Health Coverage	260	**HD**		**Health Coverage**			Situational			Segment is used to indicate Med D enrollment	HD*021**PDG~ (Medicare D Enrollment)
					HD01		Maintenance Type Code	Maintenance Type Code	M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare
Not used					HD02		Maint Reason - Not Used					Not used	Not Used
					HD03		Insurance Line Code	Insurance Line Code	O	2	3	AG = Preventitive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision	Evaluate retro stack Valid Values : PDG
					HD04		Plan Cvrg Description	Plan Cvrg Description	O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.	Not applicable

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
					HD05		Coverage Level Code	Coverage Level Code	O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party	Not applicable
DTP	Detail	2300 Health Coverage	270	**DTP**		**Health Coverage Eligibility Dates**			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.	DTP*348*D8*20000320~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End	Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03		Date Time Period	Date Time Period Coverage Period	M	1	35	Coverage Period	Coverage Period
REF	Detail	2300 Health Coverage	290	**REF**		**Health Coverage Policy Number**			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.	Not applicable
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	17 = Client Reporting Category	Not applicable
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not applicable
IDC	Detail	2300 Health Coverage	300	**IDC**		**Identification Card**			Situational			Segment is used to request the production of an identification card due to an enrollment add, change, or statement. An enrollment statement refers to no change being made except to request a replacement ID card.	IDC*12345678901016*H~ Not used anymore
					IDC01		Plan Cvrg Description	Plan Coverage Description	M	1	50	A description or number that identifies the plan or coverage. Element used when additional information is needed by the insurer to identify the type of ID card that will be produced. If requested, this information must be established by the insurer. Set IDC01 to a single zero if this does not apply.	Set to the member's card number.
					IDC02		ID Card Type Code	ID Card Type Code	M	1	1	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance
					IDC03		Quantity	Quantity Identification Card Count	O	1	15	Send only if quantity is greater than 1	Set to zero

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
					IDC04		Action Code	Action Code	O	1	2	1 = Add 2 = Change RX = Replace (no data change)	Set new enrollee to '1' Set changes to '2'
LX	Detail	2300 Health Coverage	310	**LX**		**Provider Information**			Situational			Loop provides information about primary care or capitated physicians and pharmacies chosen by the enrollee in a managed care plan when that selection is made through the sponsor. Use one iteration of the loop to identify each applicable health care service.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
					LX01		Assigned Number	Assigned Number	M	1	6	Number assigned for differentiation within a transaction set.	Not used

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
		2310 Provider Information											
NM1	Detail	2310 Provider Information	320	**NM1**		**Provider Name**			Required			The National Provider ID should be passed in NM109. Until the NP ID is available the Federal Tax ID should be used. Fields NM103 through NM107 are used when the sponsor has the provider's name but does not pass the standard ID in NM109 because the ID is unknown or local regulations prevent using Social Security Numbers or Federal Tax IDs. If the entity code, NM102, is 1 for person and the name is being passed, NM103 and NM104 must be used and NM105, NM106 andNM107 may be used. When the name is being passed for a non-person entity, then use only NM103. NM104 through NM107 are not populated.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
					NM103		Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
					NM104		Name First	Name First	O	1	25		Not used
					NM105		Name Middle	Name Middle	O	1	25		Not used
					NM106		Name Prefix	Name Prefix	O	1	10		Not used
					NM107		Name Suffix	Name Suffix	O	1	10		Not used
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
					NM109		ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used
					NM110		Entity Relat Code	Entity Relationship Code	X	2	2		Not used
PLA	Detail	2310 Provider Information	395	**PLA**		**PCP Change Reason**			Situational			Segment is used to report the reason and the effective date that a member changes primary care provider.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
					PLA01		Action Code	Action Code	M	1	2		Not used
					PLA02		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					PLA03		Date	Date	M	8	8		Not used
													Not used
					PLA05		Maintain Reason Code	Maintain Reason Code	O	2	3		Not used
		2320 Coordination of Benefits											
COB	Detail	2320 Coordination of Benefits	400	**COB**		**Coordination of Benefits**			Situational			Loop is used when an individual has another insurance plan with benefits similar to those covered by the insurance product specified in the HD segment for this occurrence of Loop ID-2300. COB information is provided by individual, not by subscriber.	COB*S*NYSHIP*1~ Used to indicate NYSHIP is Secondary due to Medicare D enrollment
					COB01		Payer Resp Seq No Code	Payer Responsibility Sequence Number Code	O	1	1	P = Primary S = Secondary T = Tertiary U = Unknown	Valid Values: S = Secondary
					COB02		Reference Ident	Reference Identification Insured Group or Policy Number	O	1	30	Insured Group or Policy Number	NYSHIP
					COB03		Benefits Coord Code	Coordination of Benefits Code	O	1	1	1 = Coordination of Benefits 5 = Unknown 6 = No Coordination of Benefits	1 = Coordination of Benefits

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
REF	Detail	2320 Coordination of Benefits	405	**REF**		**Additional Coordination of Benefits Identifiers**			Situational			Specifies COB identifying information.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	1W = Member Identification Number 6O = Account Suffix Code 6P = Group Number A6 = Employee Identification Number SY = Social Security Number	Not used
					REF02		Reference Ident	Reference Identification	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not used
N1	Detail	2320 Coordination of Benefits	410	**N1**		**Other Insurance Company Name**			Situational			Identifies other insurance company (COB) by type, name, and code.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
IN					N101		Entity ID Code	Entity Identifier Code	M	2	3	IN = Insurer.	Not Used
					N102		Name	Entity Identifier Code	X	1	60	Insurer name.	Not Used
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. NI = National Association of Insurance Commissioners Identification. XV = Health Care Financing Administration National Payer Identification.	Not used
					N104		ID Code	Plan Sponsor	X	2	80	Insured Group or Policy Number	Not used
DTP	Detail	2320 Coordination of Benefits	450	**DTP**		**Coordination of Benefits Eligibility Dates**			Situational			Segment contains the dates for which coordination of benefits is in effect.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	344 = Coordination of benefits begin. 345 = Coordination of benefits end.	Not Used
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Not Used
					DTP03		Date Time Period	Date Time Period	M	1	35	Date COB is in effect.	Not Used
		Transaction Set Trailer											
SE	Trailer			**SE**		**Transaction Set Trailer**			Required			Indicates end of transaction set and provides a count of the segments.	SE*39*1 ~
					SE01		Number of Inc Segs	Number of Included Segments	M	1	10	Total number of segments in the transaction set including ST and SE.	System generated.
					SE02		TS Control Number	Transaction Set Control Number	M	4	9	Unique control number .	The transaction set control numbers in SE02 and ST02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.

The Empire Plan Prescription Drug Program

Drugs that Require Prior Authorization

- Abstral
- Actemra
- Actiq
- Adcirca
- Amevive
- Ampyra
- Aranesp
- Avonex
- Betaseron
- Botox
- Cimzia
- Copaxone
- Dysport
- Egrifta
- Enbrel
- Epogen/Procrit
- Extavia (applies to The Preferred Drug List only)
- fentanyl powder
- Fentora
- Flolan
- Forteo
- Gilenya
- Growth Hormones
- Humira
- Immune Globulins
- Incivek
- Increlex
- Infergen
- Intron-A
- Iplex
- Kineret
- Kuvan
- Lamisil
- Lazanda
- Letairis
- Makena
- Myobloc
- Nuvigil
- Onsolis
- Orencia
- Pegasys
- Peg-Intron
- Provigil
- Rebif
- Remicade
- Remodulin
- Revatio
- Ribavirin
- Simponi
- Sporanox
- Stelara
- Synagis
- Terbinex (applies to The Preferred Drug List only)
- Tracleer
- Tysabri
- Tyvaso
- Veletri
- Ventavis
- Victrelis
- Weight Loss Drugs
- Xeomin
- Xolair
- Xyrem

Prior Authorization Report - NYS Empire Plan
Period:

					APPROVALS				DENIALS		
Label Name	**Therapeutic Category / Drug or Drug Class Name**	**Submitted**	**RXs Requiring Review**	**Reviews Requested**	**Original**	**Preapproval / Renewals**	**Appeal**	**Approval Rate % (1)**	**Original**	**Preapproval / Renewals**	**Appeal**
	Category Sub Total										
	Total Q1 2012										
	TOTAL YTD 2012										

1 Denial rate is the inverse of the approval rate

Empire Plan Prescription Drug Program
Prior Authorization Selected Statistics

	2008	2009	2010	*2011
# of Approvals - Requested	18,021	12,616	17,308	12,164
# of Approvals - Original	12,282	8,340	11,163	7,906
# of Approvals - Renewals	3,276	2,634	3,788	2,558
# of Approvals - On Appeal	462	302	436	295
% Approved	86.33%	86.98%	86.38%	86.02%

* 2011 data through 9/16/2011

Effective
January 1, 2011

2011 EMPIRE PLAN PREFERRED DRUG LIST

Administered by UnitedHealthcare

The following is a list of the most commonly prescribed generic and brand-name drugs included on the 2011 Empire Plan Preferred Drug List. **This is not a complete list of all prescription drugs on the preferred drug list or covered under the Empire Plan.** This list is subject to change due to FDA approval of new brand and generic drugs and product availability. For specific questions about your prescriptions, coverage and copayments, please call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and select The Empire Plan Prescription Drug Program.

***For the enrollee:* Enrollees are encouraged to ask their doctors to prescribe generic versions of brand-name drugs whenever appropriate, as this will result in a lower copayment. Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.**

***For the physician:* Please prescribe Level 1 or generic and Level 2 or preferred products when medically appropriate for your patients.**

CARDIOVASCULAR

Antiarrhythmics
amiodarone
disopyramide
mexiletine
quinidine gluconate
quinidine sulfate
sotalol

Blood Modifiers
ticlopidine
warfarin
Arixtra
Lovenox
Plavix

Blood Pressure Lowering
amlodipine (generic Norvasc)
amlodipine and benazepril (generic Lotrel)
atenolol
atenolol with chlorthalidone
benazepril
benazepril with hydrochlorothiazide
bisoprolol with hydrochlorothiazide
captopril
captopril with hydrochlorothiazide
clonidine
clonidine patch (generic Catapres-TTS)
diltiazem (all formulations)
enalapril
enalapril with hydrochlorothiazide
felodipine (generic Plendil)
fosinopril
fosinopril with hydrochlorothiazide
furosemide
guanfacine
hydrochlorothiazide
indapamide
isradipine
labetalol
lisinopril
lisinopril with hydrochlorothiazide
losartan (generic Cozaar) **½T**
losartan with hydrochlorothiazide (generic Hyzaar)
metoprolol
metoprolol succinate sustained release (generic Toprol XL)
moexipril **½T**
nadolol
nadolol with bendroflumethiazide
nifedipine (all formulations)
perindopril (generic Aceon) **½T**
prazosin
propranolol sustained action capsule
propranolol tablet
quinapril
quinapril with hydrochlorothiazide
ramipril
spironolactone
spironolactone with hydrochlorothiazide
torsemide
trandolapril **½T**
triamterene with hydrochlorothiazide
verapamil
verapamil sustained release
Atacand **½T**
Atacand HCT
Azor
Benicar **½T**
Benicar HCT
Bystolic
Cardizem LA **(g)***
Innopran XL
Micardis
Micardis HCT
Sular **(g)***

Cholesterol Lowering
cholestyramine
colestipol
fenofibrate
gemfibrozil
lovastatin
pravastatin (generic Pravachol) **½T**
simvastatin (generic Zocor) **½T**
Advicor
Altoprev
Antara
Crestor **½T**
Fenoglide
Lipitor* **½T**
Lipofen
Lofibra Tablet
Niaspan
Simcor
Tricor
Triglide
Vytorin
Welchol

Heart Failure
carvedilol (generic Coreg)
digoxin
BiDil

Nitrates/Other Angina
isosorbide
Nitrostat
Ranexa

Pulmonary Artery Hypertension Agents
Revatio **(PA)**
Tracleer **(PA)**
Ventavis **(PA)**

CENTRAL NERVOUS SYSTEM

Alzheimer's Disease
galantamine (generic Razadyne)
galantamine extended release (generic Razadyne ER)
Aricept*, Aricept ODT*
Namenda

Multiple Sclerosis
Ampyra **(PA)**
Avonex **(PA)**
Copaxone **(PA)**
Rebif **(PA)**

Nausea/Vomiting
granisetron (generic Kytril)
ondansetron (generic Zofran)
prochlorperazine
promethazine
Emend

Parkinson's Disease
amantadine
benztropine
carbidopa/levodopa
pramipexole (generic Mirapex)
ropinirole (generic Requip)
Akineton
Apokyn

Seizure Disorder
carbamazepine
clonazepam
divalproex sodium (generic Depakote)

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divalproex sodium extended release (generic Depakote ER)
gabapentin
lamotrigine
levetiracetam (generic Keppra)
oxcarbazepine
phenobarbital
phenytoin
primidone
topiramate (generic Topamax) ½T
Dilantin **(g)**
Felbatol
Gabitril
Lyrica
Tegretol XR **(g)***

DERMATOLOGY/ SKIN DISORDER

adapalene (generic Differin) **(PA)**
benzoyl peroxide/erythromycin
betamethasone dipropionate
clindamycin (all formulations)
clobetasol
erythromycin topical
fluocinonide
hydrocortisone topical
imiquimod (generic Aldara)
isotretinoin
metronidazole topical
mometasone furoate topical
podofilox topical
sulfacetamide/sulfur
tretinoin **(PA)**
triamcinolone topical
Condylox **(g)***
Dovonex **(g)***
Duac
Protopic
Retin-A Micro Gel **(PA)**
Soriatane

DIABETES

acarbose (generic Precose)
glimepiride
glipizide
glipizide extended release
glipizide with metformin
glyburide
glyburide with metformin
glyburide, micronized
metformin
metformin extended release
nateglinide (generic Starlix)
Actoplus Met
Actos ½T
Avandamet
Avandaryl
Avandia
Byetta
Duetact
Humalog
Humulin
Janumet
Januvia
Lantus
Levemir
Novolin
Novolog
Onglyza
Prandin
Symlin
Victoza

GASTROINTESTINAL

GERD/Peptic Ulcer

lansoprazole capsule (generic Prevacid capsule)
metoclopramide
misoprostol
omeprazole (generic Prilosec)
pantoprazole (generic Protonix)
ranitidine
sucralfate
Axid Oral Solution
Helidac
Prevpac
Pylera

Gastrointestinal-Other

chlordiazepoxide/clidinium
dicyclomine
hyoscyamine

Pancreatic Enzymes

Creon
Ultrase

Ulcerative Colitis

balsalazide disodium (generic Colazal)
mesalamine enema
sulfasalazine
Apriso
Asacol
Entocort EC
Lialda

GROWTH HORMONES

Nutropin/Nutropin AQ **(PA)**
Saizen **(PA)**
Serostim **(PA)**
Tev-Tropin **(PA)**
Zorbtive **(PA)**

INFECTION

Antibiotics-Oral

amoxicillin
amoxicillin with potassium clavulanate (generic Augmentin)
ampicillin
azithromycin (generic Zithromax)
cefaclor
cefadroxil
cefdinir (generic Omnicef)
cefprozil
cefuroxime
cephalexin
ciprofloxacin
clarithromycin (generic Biaxin)
clarithromycin extended release (generic Biaxin XL)
clindamycin capsule
doxycycline
erythromycin
metronidazole
minocycline
penicillin V potassium
sulfamethoxazole with trimethoprim
tetracycline
Gantrisin
Levaquin*

Antifungal Drugs-Oral

fluconazole
itraconazole **(PA)**
ketoconazole
nystatin
terbinafine (generic Lamisil) **(PA)**
Noxafil
Vfend

Antifungal Drugs-Topical

ciclopirox solution, non-oral
clotrimazole with betamethasone
nystatin
nystatin with triamcinolone
Naftin

Antiviral Drugs

acyclovir
amantadine
famciclovir
rimantadine
valacyclovir (generic Valtrex) ½T
Tamiflu
Zovirax Ointment, Cream

Hepatitis

ribavirin **(PA)**
Baraclude
Hepsera
Infergen **(PA)**
Intron-A **(PA)**
Pegasys **(PA)**
Peg-Intron **(PA)**
Tyzeka

MIGRAINE HEADACHE

butalbital/acetaminophen/ caffeine
butalbital/aspirin/caffeine
butorphanol nasal spray
ergotamine/caffeine
propranolol tablet
sumatriptan (generic Imitrex)
Frova
Maxalt
Relpax
Zomig

MUSCLE RELAXANTS

carisoprodol
cyclobenzaprine
diazepam
metaxalone (generic Skelaxin)
methocarbamol
orphenadrine/orphenadrine compound

OPHTHALMIC (EYE)

Glaucoma

betaxolol
brimonidine
dorzolamide (generic Trusopt)
pilocarpine
timolol maleate
Azopt
Betimol
Combigan
Lumigan
Travatan/Travatan Z

Other Eye Medications

azelastine (generic Optivar)
ciprofloxacin drops
cromolyn sodium drops
cyclopentolate
diclofenac sodium drops (generic Voltaren Ophthalmic)
flurbiprofen drops
ketorolac tromethamine drops
ofloxacin drops
prednisolone drops
tobramycin drops
tobramycin/dexamethasone drops (generic Tobradex)
Elestat
Flarex
FML Forte/FML SOP
Pred Mild
Restasis
Vexol

OTIC (EAR)

ofloxacin (generic Floxin)
Ciprodex

PAIN/ARTHRITIS

acetaminophen with codeine
acetaminophen with hydrocodone
diclofenac
etodolac
fentanyl citrate lollipop
fentanyl transdermal system
flurbiprofen
ibuprofen

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ibuprofen with hydrocodone
indomethacin
ketoprofen
leflunomide
meloxicam (generic Mobic)
methotrexate
nabumetone
naproxen
oxaprozin
oxycodone with acetaminophen
oxycodone with aspirin
piroxicam
propoxyphene with acetaminophen
sulindac
tolmetin
tramadol
tramadol extended release
tramadol with acetaminophen
Celebrex
Cimzia **(PA)**
Enbrel **(PA)**
Humira **(PA)**
Opana ER
Oxycontin
Prevacid NapraPAC
Simponi **(PA)**
Voltaren Gel

PSYCHOTHERAPEUTIC AGENTS

Anxiety, Insomnia and Sedative Agents
alprazolam/alprazolam extended release
buspirone
diazepam
flurazepam
lorazepam
temazepam
triazolam
zaleplon (generic Sonata)
zolpidem (generic Ambien)

Attention Deficit Hyperactivity Disorder (ADHD)
amphetamine with dextroamphetamine salt combination
amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR)
dextroamphetamine sustained release
methylphenidate
methylphenidate extended release
Intuniv
Vyvanse

Depression
amitriptyline
bupropion hcl
bupropion hcl extended release
bupropion hcl sustained release
citalopram (generic Celexa)
desipramine
doxepin
fluoxetine (generic Prozac)
imipramine
mirtazapine
mirtazapine dispersible tablet
nortriptyline
paroxetine (generic Paxil)
paroxetine sustained release 24 hour (generic Paxil CR)
sertraline (generic Zoloft) **½T**
tranylcypromine
trazodone
venlafaxine (generic Effexor)
venlafaxine extended release capsule (generic Effexor XR)
Nardil

Psychosis
clozapine
haloperidol
risperidone (generic Risperdal)
Geodon
Moban
Seroquel (except for XR) **½T**
Symbyax
Zyprexa (except for Zydis)* **½T**

RESPIRATORY

Allergy-Antihistamines
fexofenadine (generic Allegra)
hydroxyzine

Allergy-Antihistamines/ Decongestants
Allegra-D **(g)***

Allergy-Nasal Antihistamines
azelastine nasal spray (generic Astelin)

Allergy-Nasal Corticosteroids
flunisolide nasal spray
fluticasone (generic Flonase)
Nasonex

Allergy-Other
Epipen
Twinject

Asthma-Inhaled Drugs
albuterol inhalation solution
albuterol/ipratropium solution
cromolyn
ipratropium inhalation solution
Advair
Asmanex
Combivent
Flovent
Foradil
Pulmicort Flexhaler
Pulmicort Respules **(g)***
QVAR
Serevent
Spiriva
Symbicort
Ventolin HFA

Asthma-Oral Drugs
albuterol
prednisolone
prednisone
terbutaline
theophylline
Singulair

THYROID REPLACEMENT

levothyroxine (generic Synthroid)
liothyronine (generic Cytomel)

URINARY TRACT

Benign Prostatic Hyperplasia (BPH)
doxazosin
finasteride (generic Proscar)
tamsulosin (generic Flomax)
terazosin

Erectile Dysfunction
Viagra

Miscellaneous Anticholinergics/ Antispasmodics-Other
desmopressin
oxybutynin/oxybutynin extended release
trospium (generic Sanctura)
Enablex
Gelnique
Oxytrol
Sanctura XR
Vesicare

VITAMIN DEFICIENCY

cyanocobalamin injection
Nascobal

WEIGHT LOSS

phentermine **(PA)**

WOMEN'S HEALTH

Contraceptives
aviane
gianvi (generic Yaz)
kariva
levonorgestrel-ethinyl estradiol tablet, dosepack, 3 month (generic Seasonale)
medroxyprogesterone 150mg/ml
microgestin fe
ocella (generic Yasmin)
tri-sprintec
trinessa
NuvaRing

Hormone Therapy-Oral
estropipate
medroxyprogesterone tablet
methyltestosterone with esterified estrogens
Activella **(g)***
Cenestin
Enjuvia
Prefest
Prometrium

Hormone Therapy-Patches
estradiol patch
Combipatch
Esclim
Estraderm
Vivelle/Vivelle-Dot

Hormone Therapy-Miscellaneous
Estrace Cream
Estring
Vagifem

Infertility
clomiphene
leuprolide
Cetrotide
Follistim AQ
Gonal-F
Luveris
Ovidrel

Osteoporosis
alendronate sodium tablet (generic Fosamax)
etidronate disodium
Actonel
Boniva
Evista
Forteo **(PA)**

Other Agents
clindamycin vaginal cream
metronidazole vaginal gel
prenatal vitamins (generic)
tamoxifen
terconazole
Clindesse
Precare

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Examples of Level 3 or Non-Preferred Brand-Name Drugs with 2011 Empire Plan Preferred Drug List Alternatives

Level 3 or Non-Preferred Drugs	Empire Plan Preferred Drug List Alternatives
Abilify **½T**	risperidone (generic Risperdal), Geodon, Seroquel (except for XR) **½T**, Zyprexa (except for Zydis)***½T**
Aciphex	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Ambien CR	zaleplon (generic Sonata), zolpidem (generic Ambien)
Amrix	cyclobenzaprine
Avalide	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT, Benicar HCT, Micardis HCT
Avapro **½T**	losartan (generic Cozaar) **½T**, Atacand **½T**, Benicar **½T**, Micardis
Avelox	ciprofloxacin, ofloxacin, Levaquin*
Avodart	doxazosin, finasteride (generic Proscar), tamsulosin (generic Flomax), terazosin
Betaseron **(PA)**	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Betoptic S	betaxolol, timolol, Betimol
Caduet*	amlodipine (generic Norvasc) plus Lipitor***½T**
Cialis	Viagra
Clobex Shampoo	clobetasol
Concerta	amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), methylphenidate, Intuniv, Vyvanse
Coreg CR	carvedilol (generic Coreg)
Cymbalta	venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Detrol LA	oxybutynin, oxybutynin extended release, trospium (generic Sanctura), Enablex, Sanctura XR, Vesicare
Dexilant (formerly Kapidex)	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Diovan **½T**	losartan (generic Cozaar) **½T**, Atacand **½T**, Benicar **½T**, Micardis
Diovan HCT	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT, Benicar HCT, Micardis HCT
Dipentum	Apriso, Asacol, Lialda
Humatrope **(PA)**	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Levitra	Viagra
Lexapro **½T**	citalopram (generic Celexa), fluoxetine (generic Prozac), paroxetine (generic Paxil), paroxetine sustained release 24 hour (generic Paxil CR), sertraline (generic Zoloft) **½T**, venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Locoid Lipocream	hydrocortisone butyrate, hydrocortisone valerate
Lunesta	zaleplon (generic Sonata), zolpidem (generic Ambien)
Nexium	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Norditropin **(PA)**	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Ortho Tri-Cyclen Lo	tri-sprintec, trinessa
Pancreaze	Creon, Ultrase
Premarin Cream	Estrace Cream
Premarin Tablet	estradiol, estropipate, Cenestin, Enjuvia
Premphase	Activella **(g)***, Prefest
Prempro	Activella **(g)***, Prefest
Proventil HFA	Ventolin HFA
Provigil **(PA)**	amphetamine with dextroamphetamine salt combination, amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), dextroamphetamine, methylphenidate
Strattera	amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), methylphenidate, Intuniv, Vyvanse
Synthroid	levothyroxine
Tazorac***(PA)**	adapalene (generic Differin) **(PA)**, tretinoin **(PA)**, Retin-A Micro Gel **(PA)**
Veramyst	flunisolide, fluticasone (generic Flonase), Nasonex
Xalatan*	Lumigan, Travatan, Travatan Z
Xopenex HFA	Ventolin HFA
Xopenex Inhalation Solution **(g)***	albuterol inhalation solution
Zegerid **(g)***	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Zetia	lovastatin, pravastatin (generic Pravachol) **½T**, simvastatin (generic Zocor) **½T**, Crestor **½T**, Lipitor***½T**, Tricor, Vytorin, Welchol
Zylet	neomycin/polymyxin/dexamethasone drops, tobramycin/dexamethasone drops (generic Tobradex)

KEY

Generic Drugs are listed in lower case letters. Brand-name drugs are listed with the first letter of the name capitalized.

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You can get more information about your prescription drug benefits by calling The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and selecting The Empire Plan Prescription Drug Program or visit the website at https://www.cs.state.ny.us. Click on Benefit Programs, then NYSHIP Online. Provide your Group and Plan information if prompted. On the resulting NYSHIP Online page, select Find a Provider and scroll to the 2011 Empire Plan Preferred Drug List link.

DL38792I
AL1040

Effective
January 1, 2012

2012 EMPIRE PLAN PREFERRED DRUG LIST

Administered by UnitedHealthcare

The following is a list of the most commonly prescribed generic and brand-name drugs included on the 2012 Empire Plan Preferred Drug List. **This is not a complete list of all prescription drugs on the preferred drug list or covered under the Empire Plan.** This list is subject to change due to FDA approval of new brand and generic drugs and product availability. For specific questions about your prescriptions, coverage and copayments, please call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and select The Empire Plan Prescription Drug Program or visit the website at https://www.cs.ny.gov. Click on Benefit Programs, then NYSHIP Online. Provide your group and plan information if prompted. On the resulting NYSHIP Online page, select Using Your Benefits and scroll to the 2012 Empire Plan Preferred Drug List link.

For the enrollee: ***Enrollees are encouraged to ask their doctors to prescribe generic versions of brand-name drugs whenever appropriate, as this will result in a lower copayment. Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.***

For the physician: ***Please prescribe Level 1 or generic and Level 2 or preferred products when medically appropriate for your patients.***

CARDIOVASCULAR

Antiarrhythmics
amiodarone
disopyramide
mexiletine
quinidine gluconate
quinidine sulfate
sotalol
Multaq

Blood Modifiers
fondaparinux (generic Arixtra)
ticlopidine
warfarin
Lovenox**(g)***
Plavix*

Blood Pressure Lowering
amlodipine (generic Norvasc)
amlodipine and benazepril (generic Lotrel)
atenolol
atenolol with chlorthalidone
benazepril
benazepril with hydrochlorothiazide
bisoprolol with hydrochlorothiazide
captopril
captopril with hydrochlorothiazide
clonidine
clonidine patch (generic Catapres-TTS)
diltiazem (all formulations)
enalapril
enalapril with hydrochlorothiazide
felodipine (generic Plendil)
fosinopril
fosinopril with hydrochlorothiazide
furosemide
guanfacine
hydrochlorothiazide
indapamide
isradipine
labetalol
lisinopril
lisinopril with hydrochlorothiazide
losartan (generic Cozaar) **½T**
losartan with hydrochlorothiazide (generic Hyzaar)
metoprolol
metoprolol succinate sustained release (generic Toprol XL)
moexipril **½T**
nadolol
nadolol with bendroflumethiazide
nifedipine (all formulations)
nisoldipine (generic Sular)
perindopril (generic Aceon) **½T**
prazosin
propranolol sustained action capsule
propranolol tablet
quinapril
quinapril with hydrochlorothiazide
ramipril
spironolactone
spironolactone with hydrochlorothiazide
torsemide
trandolapril **½T**
triamterene with hydrochlorothiazide
verapamil
verapamil sustained release
Atacand* **½T**
Atacand HCT*
Benicar **½T**
Benicar HCT
Bystolic
Cardizem LA **(g)***
Innopran XL
Micardis
Micardis HCT

Cholesterol Lowering
cholestyramine
colestipol
fenofibrate
gemfibrozil
lovastatin
pravastatin (generic Pravachol) **½T**
simvastatin (generic Zocor) **½T**
Advicor
Altoprev
Antara
Crestor **½T**
Fenoglide
Lipitor*
Lipofen
Lofibra Tablet
Niaspan
Triglide
Vytorin
Welchol

Heart Failure
carvedilol (generic Coreg)
digoxin
BiDil

Nitrates/Other Angina
isosorbide
Nitrostat
Ranexa

Pulmonary Artery Hypertension Agents
Adcirca **(PA)**
Letairis **(PA)**
Revatio* **(PA)**
Tracleer **(PA)**
Tyvaso **(PA)**
Ventavis **(PA)**

CENTRAL NERVOUS SYSTEM

Alzheimer's Disease
donepezil 5mg, 10mg (generic Aricept)
galantamine (generic Razadyne)
galantamine extended release (generic Razadyne ER)
Namenda

Multiple Sclerosis
Ampyra **(PA)**
Avonex **(PA)**
Copaxone **(PA)**
Rebif **(PA)**

Nausea/Vomiting
granisetron (generic Kytril)
ondansetron (generic Zofran)
prochlorperazine
promethazine
Emend

Parkinson's Disease
amantadine
benztropine
carbidopa/levodopa
pramipexole (generic Mirapex)
ropinirole (generic Requip)
Apokyn

KEY

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Seizure Disorder
carbamazepine
clonazepam
divalproex sodium (generic Depakote)
divalproex sodium extended release (generic Depakote ER)
gabapentin
lamotrigine
levetiracetam (generic Keppra)
oxcarbazepine
phenobarbital
phenytoin
primidone
topiramate (generic Topamax) ½T
Dilantin **(g)**
Felbatol
Gabitril*
Lyrica
Tegretol XR **(g)***

DERMATOLOGY/ SKIN DISORDER

adapalene (generic Differin) **(PA)**
benzoyl peroxide/erythromycin
betamethasone dipropionate
clindamycin (all formulations)
clobetasol
erythromycin topical
fluocinonide
hydrocortisone topical
imiquimod (generic Aldara)
isotretinoin
metronidazole topical
mometasone furoate topical
mupirocin ointment
podofilox topical
sulfacetamide/sulfur
tretinoin **(PA)**
triamcinolone topical
Condylox **(g)***
Dovonex **(g)***
Duac
Protopic
Soriatane
Stelara **(PA)**

DIABETES

acarbose (generic Precose)
glimepiride
glipizide
glipizide extended release
glipizide with metformin
glyburide
glyburide with metformin
glyburide, micronized
metformin
metformin extended release
nateglinide (generic Starlix)
Actoplus Met*
Actos*½T
Byetta
Duetact
Humalog
Humulin
Janumet
Januvia
Lantus
Levemir
Novolin
Novolog
Onglyza
Prandin
Symlin
Victoza

GASTROINTESTINAL

GERD/Peptic Ulcer
lansoprazole capsule (generic Prevacid capsule)
metoclopramide
misoprostol
nizatidine oral solution
omeprazole (generic Prilosec)
omeprazole/sodium bicarbonate capsule (generic Zegerid capsule)
pantoprazole (generic Protonix)
ranitidine
sucralfate
Helidac
Prevpac
Pylera

Gastrointestinal-Other
chlordiazepoxide/clidinium
dicyclomine
hyoscyamine

Pancreatic Enzymes
Creon
Zenpep

Ulcerative Colitis
balsalazide disodium (generic Colazal)
budesonide (generic Entocort EC)
mesalamine enema
sulfasalazine
Apriso
Asacol
Lialda

GROWTH HORMONES

Nutropin/Nutropin AQ **(PA)**
Saizen **(PA)**
Serostim **(PA)**
Tev-Tropin **(PA)**
Zorbtive **(PA)**

INFECTION

Antibiotics-Oral
amoxicillin
amoxicillin with potassium clavulanate (generic Augmentin)
ampicillin
azithromycin (generic Zithromax)
cefaclor
cefadroxil
cefdinir (generic Omnicef)
cefprozil
cefuroxime
cephalexin
ciprofloxacin
clarithromycin (generic Biaxin)
clarithromycin extended release (generic Biaxin XL)
clindamycin capsule
doxycycline
erythromycin
levofloxacin (generic Levaquin)
metronidazole
minocycline
penicillin V potassium
sulfamethoxazole with trimethoprim
tetracycline

Antifungal Drugs-Oral
fluconazole
itraconazole **(PA)**
ketoconazole
nystatin
terbinafine (generic Lamisil) **(PA)**
Noxafil
Vfend

Antifungal Drugs-Topical
ciclopirox solution, non-oral
clotrimazole with betamethasone
nystatin
nystatin with triamcinolone
Naftin

Antiviral Drugs
acyclovir
amantadine
famciclovir
rimantadine
valacyclovir (generic Valtrex) ½T
Tamiflu
Zovirax Ointment, Cream

Hepatitis
ribavirin **(PA)**
Baraclude
Hepsera
Infergen **(PA)**
Intron-A **(PA)**
Pegasys **(PA)**
Peg-Intron **(PA)**
Tyzeka

MIGRAINE HEADACHE

butalbital/acetaminophen/ caffeine
butalbital/aspirin/caffeine
butorphanol nasal spray
ergotamine/caffeine
propranolol tablet
sumatriptan (generic Imitrex)
Frova
Maxalt*
Relpax
Zomig

MUSCLE RELAXANTS

carisoprodol 350mg
cyclobenzaprine (generic Flexeril)
diazepam
metaxalone (generic Skelaxin)
methocarbamol
orphenadrine/orphenadrine compound

OPHTHALMIC (EYE)

Glaucoma
betaxolol
brimonidine
dorzolamide (generic Trusopt)
latanoprost (generic Xalatan)
pilocarpine
timolol maleate
Azopt
Betimol
Combigan
Lumigan
Travatan/Travatan Z

Other Eye Medications
azelastine (generic Optivar)
ciprofloxacin drops
cromolyn sodium drops
cyclopentolate
diclofenac sodium drops (generic Voltaren Ophthalmic)
epinastine drops (generic Elestat)
flurbiprofen drops
ketorolac tromethamine drops
ofloxacin drops
prednisolone drops
tobramycin drops
tobramycin/dexamethasone drops (generic Tobradex)
Flarex
FML Forte/FML SOP
Pred Mild
Restasis
Vexol

OTIC (EAR)

ofloxacin (generic Floxin)
Ciprodex

PAIN/ARTHRITIS

acetaminophen with codeine
acetaminophen with hydrocodone
diclofenac

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etodolac
fentanyl citrate lollipop **(PA)**
fentanyl transdermal system
flurbiprofen
ibuprofen
ibuprofen with hydrocodone
indomethacin
ketoprofen
leflunomide
meloxicam (generic Mobic)
methotrexate
nabumetone
naproxen
oxaprozin
oxycodone with acetaminophen
oxycodone with aspirin
oxymorphone (generic Opana)
piroxicam
sulindac
tolmetin
tramadol
tramadol extended release
tramadol with acetaminophen
Celebrex
Cimzia **(PA)**
Enbrel **(PA)**
Opana ER
Oxycontin
Simponi **(PA)**
Voltaren Gel

PSYCHOTHERAPEUTIC AGENTS

Anxiety, Insomnia and Sedative Agents
alprazolam/alprazolam extended release
buspirone
diazepam
flurazepam
lorazepam
temazepam
triazolam
zaleplon (generic Sonata)
zolpidem (generic Ambien)

Attention Deficit Hyperactivity Disorder (ADHD)
amphetamine with dextroamphetamine salt combination
amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR)
dextroamphetamine sustained release
methylphenidate
methylphenidate extended release
Intuniv
Vyvanse

Depression
amitriptyline
bupropion hcl
bupropion hcl extended release
bupropion hcl sustained release
citalopram (generic Celexa)
desipramine
doxepin
fluoxetine (generic Prozac)
imipramine
mirtazapine
mirtazapine dispersible tablet
nortriptyline
paroxetine (generic Paxil)
paroxetine sustained release 24 hour (generic Paxil CR)
phenelzine (generic Nardil)
sertraline (generic Zoloft) **½T**
tranylcypromine
trazodone
venlafaxine (generic Effexor)
venlafaxine extended release capsule (generic Effexor XR)

Psychosis
clozapine
haloperidol
olanzapine (generic Zyprexa)
risperidone (generic Risperdal)
Geodon*
Moban
Seroquel (except for XR)***½T**
Symbyax*

RESPIRATORY

Allergy-Antihistamines
hydroxyzine
levocetirizine (generic Xyzal)

Allergy-Nasal Antihistamines
azelastine nasal spray (generic Astelin)

Allergy-Nasal Corticosteroids
flunisolide nasal spray
fluticasone (generic Flonase)
Nasonex

Allergy-Other
epinephrine pen
EpiPen

Asthma-Inhaled Drugs
albuterol inhalation solution
albuterol/ipratropium solution
cromolyn
ipratropium inhalation solution
Advair
Alvesco
Asmanex
Combivent
Foradil
Pulmicort Respules **(g)***
QVAR
Spiriva
Symbicort
Ventolin HFA

Asthma-Oral Drugs
albuterol
prednisolone
prednisone
terbutaline
theophylline
Singulair*

THYROID REPLACEMENT

levothyroxine (generic Synthroid)
liothyronine (generic Cytomel)
Tirosint

URINARY TRACT

Benign Prostatic Hyperplasia (BPH)
doxazosin
finasteride (generic Proscar)
tamsulosin (generic Flomax)
terazosin

Erectile Dysfunction
Viagra

Miscellaneous Anticholinergics/ Antispasmodics-Other
desmopressin
oxybutynin/oxybutynin extended release
trospium (generic Sanctura)
Enablex
Gelnique
Oxytrol
Sanctura XR
Vesicare

VITAMIN DEFICIENCY

cyanocobalamin injection
Nascobal

WEIGHT LOSS

phentermine **(PA)**

WOMEN'S HEALTH

Contraceptives
aviane
gianvi (generic Yaz)
kariva
levonorgestrel-ethinyl estradiol tablet, dosepack, 3 month (generic Seasonale)
medroxyprogesterone 150mg/ml
microgestin fe
ocella (generic Yasmin)
tri-sprintec
trinessa
NuvaRing

Hormone Therapy-Oral
estradiol/norethindrone (generic Activella)
estropipate
medroxyprogesterone tablet
methyltestosterone with esterified estrogens
Cenestin
Enjuvia
Prefest
Prometrium

Hormone Therapy-Patches
estradiol patch
Combipatch
Estraderm
Vivelle/Vivelle-Dot

Hormone Therapy-Miscellaneous
Estrace Cream
Estring
Vagifem

Infertility
clomiphene
leuprolide
Cetrotide
Follistim AQ
Gonal-F
Luveris
Ovidrel

Osteoporosis
alendronate sodium tablet (generic Fosamax)
etidronate disodium
Actonel
Boniva
Evista
Forteo **(PA)**

Other Agents
clindamycin vaginal cream
metronidazole vaginal gel
prenatal vitamins (generic)
tamoxifen
terconazole
Clindesse
Lysteda

KEY

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Examples of Level 3 or Non-Preferred Brand-Name Drugs with 2012 Empire Plan Preferred Drug List Alternatives

Level 3 or Non-Preferred Drugs	Empire Plan Preferred Drug List Alternatives
Abilify ½**T**	olanzapine (generic Zyprexa), risperidone (generic Risperdal), Geodon*, Seroquel (except for XR)*½**T**
Aciphex	lansoprazole capsule (generic Prevacid capsule), omeprazole (generic Prilosec), omeprazole/sodium bicarbonate capsule (generic Zegerid capsule), pantoprazole (generic Protonix)
Androgel	Testim
Aricept 23mg	donepezil 5mg, 10mg (generic Aricept)
Avalide*	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT*, Benicar HCT, Micardis HCT
Avapro*½**T**	losartan (generic Cozaar) ½**T**, Atacand*½**T**, Benicar ½**T**, Micardis
Avelox	ciprofloxacin, levofloxacin (generic Levaquin), ofloxacin
Avodart	doxazosin, finasteride (generic Proscar), tamsulosin (generic Flomax), terazosin
Azor	amlodipine (generic Norvasc) plus Benicar ½**T**
Betaseron **(PA)**	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Caduet*	amlodipine (generic Norvasc) plus Lipitor*
Cialis	Viagra
Clobex Shampoo	clobetasol
Cymbalta	venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Dexilant (formerly Kapidex)	lansoprazole capsule (generic Prevacid capsule), omeprazole (generic Prilosec), omeprazole/sodium bicarbonate capsule (generic Zegerid capsule), pantoprazole (generic Protonix)
Diovan*½**T**	losartan (generic Cozaar) ½**T**, Atacand*½**T**, Benicar ½**T**, Micardis
Diovan HCT*	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT*, Benicar HCT, Micardis HCT
Flovent	Alvesco, Asmanex, QVAR
Humatrope **(PA)**	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Humira **(PA)**	Cimzia **(PA)**, Enbrel **(PA)**, Simponi **(PA)**, Stelara **(PA)**
Levitra	Viagra
Lexapro*½**T**	citalopram (generic Celexa), fluoxetine (generic Prozac), paroxetine (generic Paxil), paroxetine sustained release 24 hour (generic Paxil CR), sertraline (generic Zoloft) ½**T**, venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Lunesta	zaleplon (generic Sonata), zolpidem (generic Ambien)
Nexium	lansoprazole capsule (generic Prevacid capsule), omeprazole (generic Prilosec), omeprazole/sodium bicarbonate capsule (generic Zegerid capsule), pantoprazole (generic Protonix)
Norditropin **(PA)**	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Ortho Tri-Cyclen Lo	tri-sprintec, trinessa
Premarin Cream	Estrace Cream
Premarin Tablet	estradiol, estropipate, Cenestin, Enjuvia
Premphase	estradiol/norethindrone (generic Activella), Prefest
Prempro	estradiol/norethindrone (generic Activella), Prefest
Proventil HFA	Ventolin HFA
Provigil***(PA)**	amphetamine with dextroamphetamine salt combination, amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), dextroamphetamine, methylphenidate
Pulmicort Flexhaler	Alvesco, Asmanex, QVAR
Retin-A Micro **(PA)**	tretinoin **(PA)**
Serevent	Foradil
Simcor	simvastatin (generic Zocor) ½**T** plus Niaspan
Strattera	amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), methylphenidate, Intuniv, Vyvanse
Tazorac***(PA)**	adapalene (generic Differin) **(PA)**, tretinoin **(PA)**
Tricor	fenofibrate, Antara, Fenoglide, Lipofen, Triglide
Twinject	epinephrine pen, EpiPen
Veramyst	flunisolide, fluticasone (generic Flonase), Nasonex
Xopenex HFA	Ventolin HFA
Xopenex Inhalation Solution **(g)***	albuterol inhalation solution
Zetia	lovastatin, pravastatin (generic Pravachol) ½**T**, simvastatin (generic Zocor) ½**T**, Crestor ½**T**, Lipitor*, Vytorin, Welchol

KEY

Generic Drugs are listed in lower case letters. Brand-name drugs are listed with the first letter of the name capitalized.

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Effective
January 1, 2011

2011 EMPIRE PLAN FLEXIBLE FORMULARY

Administered by UnitedHealthcare

The following is a list of the most commonly prescribed generic and brand-name drugs included on the 2011 Empire Plan Flexible Formulary. **This is not a complete list of all prescription drugs on the flexible formulary or covered under The Empire Plan. This list and excluded medications are subject to change. New prescription drugs may be subject to exclusion when they become available in the market.** For specific questions about your prescriptions, coverage and copayments, please call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and select The Empire Plan Prescription Drug Program.

***For the enrollee:* Enrollees are encouraged to ask their doctors to prescribe covered generic versions of brand-name drugs whenever appropriate, as this will result in a lower copayment. Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.**

***For the physician:* Please prescribe covered Level 1 or generic and Level 2 or preferred products when medically appropriate for your patients.**

CARDIOVASCULAR

Antiarrhythmics
amiodarone
disopyramide
mexiletine
quinidine gluconate
quinidine sulfate
sotalol

Blood Modifiers
ticlopidine
warfarin
Arixtra
Lovenox
Plavix

Blood Pressure Lowering
amlodipine (generic Norvasc)
amlodipine and benazepril (generic Lotrel)
atenolol
atenolol with chlorthalidone
benazepril
benazepril with hydrochlorothiazide
bisoprolol with hydrochlorothiazide
captopril
captopril with hydrochlorothiazide
clonidine
clonidine patch (generic Catapres-TTS)
diltiazem (all formulations)
enalapril
enalapril with hydrochlorothiazide
felodipine (generic Plendil)
fosinopril
fosinopril with hydrochlorothiazide
furosemide
guanfacine
hydrochlorothiazide
indapamide
isradipine
labetalol
lisinopril
lisinopril with hydrochlorothiazide
losartan (generic Cozaar) **½T**
losartan with hydrochlorothiazide (generic Hyzaar)
metoprolol
metoprolol succinate sustained release (generic Toprol XL)
moexipril **½T**
nadolol
nadolol with bendroflumethiazide
nifedipine (all formulations)
perindopril (generic Aceon) **½T**
prazosin
propranolol sustained action capsule
propranolol tablet
quinapril
quinapril with hydrochlorothiazide
ramipril
spironolactone
spironolactone with hydrochlorothiazide
torsemide
trandolapril **½T**
triamterene with hydrochlorothiazide
verapamil
verapamil sustained release
Atacand **½T**
Atacand HCT
Azor
Benicar **½T**
Benicar HCT
Bystolic
Cardizem LA **(g)***
Innopran XL
Micardis
Micardis HCT
Sular **(g)***

Cholesterol Lowering
cholestyramine
colestipol
fenofibrate
gemfibrozil
lovastatin
pravastatin (generic Pravachol) **½T**
simvastatin (generic Zocor) **½T**
Advicor
Altoprev
Antara
Crestor **½T**
Fenoglide
Lipitor* **½T**
Lipofen
Lofibra Tablet
Niaspan
Simcor
Tricor
Triglide
Vytorin
Welchol

Heart Failure
carvedilol (generic Coreg)
digoxin
BiDil

Nitrates/Other Angina
isosorbide
Nitrostat
Ranexa

Pulmonary Artery Hypertension Agents
Revatio **(PA)**
Tracleer **(PA)**
Ventavis **(PA)**

CENTRAL NERVOUS SYSTEM

Alzheimer's Disease
galantamine (generic Razadyne)
galantamine extended release (generic Razadyne ER)
Aricept*, Aricept ODT*
Namenda

Multiple Sclerosis
Ampyra **(PA)**
Avonex **(PA)**
Copaxone **(PA)**
Rebif **(PA)**

Nausea/Vomiting
granisetron (generic Kytril)
ondansetron (generic Zofran)
prochlorperazine
promethazine
Emend

Parkinson's Disease
amantadine
benztropine
carbidopa/levodopa
pramipexole (generic Mirapex)
ropinirole (generic Requip)
Akineton
Apokyn

Seizure Disorder
carbamazepine
clonazepam

KEY

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divalproex sodium (generic Depakote)
divalproex sodium extended release (generic Depakote ER)
gabapentin
lamotrigine
levetiracetam (generic Keppra)
oxcarbazepine
phenobarbital
phenytoin
primidone
topiramate (generic Topamax) ½T
Dilantin **(g)**
Felbatol
Gabitril
Lyrica
Tegretol XR **(g)***

DERMATOLOGY/ SKIN DISORDER

adapalene (generic Differin) **(PA)**
benzoyl peroxide/erythromycin
betamethasone dipropionate
clindamycin (all formulations)
clobetasol
erythromycin topical
fluocinonide
hydrocortisone topical
imiquimod (generic Aldara)
isotretinoin
metronidazole topical
mometasone furoate topical
podofilox topical
sulfacetamide/sulfur
tretinoin **(PA)**
triamcinolone topical
Condylox **(g)***
Dovonex **(g)***
Duac
Protopic
Retin-A Micro Gel **(PA)**
Soriatane

DIABETES

acarbose (generic Precose)
glimepiride
glipizide
glipizide extended release
glipizide with metformin
glyburide
glyburide with metformin
glyburide, micronized
metformin
metformin extended release
nateglinide (generic Starlix)
Actoplus Met
Actos ½T
Avandamet
Avandaryl
Avandia
Byetta
Duetact
Humalog
Humulin
Janumet
Januvia
Lantus
Levemir
Novolin
Novolog
Onglyza
Prandin
Symlin
Victoza

GASTROINTESTINAL

GERD/Peptic Ulcer
metoclopramide
misoprostol
omeprazole (generic Prilosec)
pantoprazole (generic Protonix)
ranitidine
sucralfate
Axid Oral Solution
Helidac
Prevpac
Pylera

Gastrointestinal-Other
chlordiazepoxide/clidinium
dicyclomine
hyoscyamine

Pancreatic Enzymes
Creon
Ultrase

Ulcerative Colitis
balsalazide disodium (generic Colazal)
mesalamine enema
sulfasalazine
Apriso
Asacol
Entocort EC
Lialda

GROWTH HORMONES

Nutropin/Nutropin AQ **(PA)**
Saizen **(PA)**
Serostim **(PA)**
Tev-Tropin **(PA)**
Zorbtive **(PA)**

INFECTION

Antibiotics-Oral
amoxicillin
amoxicillin with potassium clavulanate (generic Augmentin)
ampicillin
azithromycin (generic Zithromax)
cefaclor
cefadroxil
cefdinir (generic Omnicef)
cefprozil
cefuroxime
cephalexin
ciprofloxacin
clarithromycin (generic Biaxin)
clarithromycin extended release (generic Biaxin XL)
clindamycin capsule
doxycycline
erythromycin
metronidazole
minocycline
penicillin V potassium
sulfamethoxazole with trimethoprim
tetracycline
Gantrisin
Levaquin*

Antifungal Drugs-Oral
fluconazole
itraconazole **(PA)**
ketoconazole
nystatin
terbinafine (generic Lamisil) **(PA)**
Noxafil
Vfend

Antifungal Drugs-Topical
ciclopirox solution, non-oral
clotrimazole with betamethasone
nystatin
nystatin with triamcinolone
Naftin

Antiviral Drugs
acyclovir
amantadine
famciclovir
rimantadine
valacyclovir (generic Valtrex) ½T
Tamiflu
Zovirax Ointment, Cream

Hepatitis
ribavirin **(PA)**
Baraclude
Hepsera
Infergen **(PA)**
Intron-A **(PA)**
Pegasys **(PA)**
Peg-Intron **(PA)**
Tyzeka

MIGRAINE HEADACHE

butalbital/acetaminophen/caffeine
butalbital/aspirin/caffeine
butorphanol nasal spray
ergotamine/caffeine
propranolol tablet
sumatriptan (generic Imitrex)
Frova
Maxalt
Relpax
Zomig

MUSCLE RELAXANTS

carisoprodol
cyclobenzaprine
diazepam
metaxalone (generic Skelaxin)
methocarbamol
orphenadrine/orphenadrine compound

OPHTHALMIC (EYE)

Glaucoma
betaxolol
brimonidine
dorzolamide (generic Trusopt)
pilocarpine
timolol maleate
Azopt
Betimol
Combigan
Lumigan
Travatan/Travatan Z

Other Eye Medications
azelastine (generic Optivar)
ciprofloxacin drops
cromolyn sodium drops
cyclopentolate
diclofenac sodium drops (generic Voltaren Ophthalmic)
flurbiprofen drops
ketorolac tromethamine drops
ofloxacin drops
prednisolone drops
tobramycin drops
tobramycin/dexamethasone drops (generic Tobradex)
Elestat
Flarex
FML Forte/FML SOP
Pred Mild
Restasis
Vexol

OTIC (EAR)

ofloxacin (generic Floxin)
Ciprodex

PAIN/ARTHRITIS

acetaminophen with codeine
acetaminophen with hydrocodone
diclofenac
etodolac
fentanyl citrate lollipop
fentanyl transdermal system
flurbiprofen
ibuprofen
ibuprofen with hydrocodone
indomethacin

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ketoprofen
leflunomide
meloxicam (generic Mobic)
methotrexate
nabumetone
naproxen
oxaprozin
oxycodone with acetaminophen
oxycodone with aspirin
piroxicam
propoxyphene with acetaminophen
sulindac
tolmetin
tramadol
tramadol extended release
tramadol with acetaminophen
Celebrex
Cimzia **(PA)**
Enbrel **(PA)**
Humira **(PA)**
Opana ER
Oxycontin
Prevacid NapraPAC
Simponi **(PA)**
Voltaren Gel

PSYCHOTHERAPEUTIC AGENTS

Anxiety, Insomnia and Sedative Agents

alprazolam/alprazolam extended release
buspirone
diazepam
flurazepam
lorazepam
temazepam
triazolam
zaleplon (generic Sonata)
zolpidem (generic Ambien)

Attention Deficit Hyperactivity Disorder (ADHD)

amphetamine with dextroamphetamine salt combination
amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR)
dextroamphetamine sustained release
methylphenidate
methylphenidate extended release
Intuniv
Vyvanse

Depression

amitriptyline
bupropion hcl
bupropion hcl extended release
bupropion hcl sustained release
citalopram (generic Celexa)
desipramine
doxepin
fluoxetine (generic Prozac)
imipramine
mirtazapine
mirtazapine dispersible tablet
nortriptyline
paroxetine (generic Paxil)
paroxetine sustained release 24 hour (generic Paxil CR)
sertraline (generic Zoloft) **½T**
tranylcypromine
trazodone
venlafaxine (generic Effexor)
venlafaxine extended release capsule (generic Effexor XR)
Nardil

Psychosis

clozapine
haloperidol
risperidone (generic Risperdal)
Geodon
Moban
Seroquel (except for XR) **½T**
Symbyax
Zyprexa (except for Zydis)***½T**

RESPIRATORY

Allergy-Antihistamines

fexofenadine (generic Allegra)
hydroxyzine

Allergy-Antihistamines/ Decongestants

Allegra-D **(g)***

Allergy-Nasal Antihistamines

azelastine nasal spray (generic Astelin)

Allergy-Nasal Corticosteroids

flunisolide nasal spray
fluticasone (generic Flonase)
Nasonex

Allergy-Other

Epipen
Twinject

Asthma-Inhaled Drugs

albuterol inhalation solution
albuterol/ipratropium solution
cromolyn
ipratropium inhalation solution
Advair
Asmanex
Combivent
Flovent
Foradil
Pulmicort Flexhaler
Pulmicort Respules **(g)***
QVAR
Serevent
Spiriva
Symbicort
Ventolin HFA♦

Asthma-Oral Drugs

albuterol
prednisolone
prednisone
terbutaline
theophylline
Singulair

THYROID REPLACEMENT

levothyroxine (generic Synthroid)
liothyronine (generic Cytomel)

URINARY TRACT

Benign Prostatic Hyperplasia (BPH)

doxazosin
finasteride (generic Proscar)
tamsulosin (generic Flomax)
terazosin

Erectile Dysfunction

Viagra

Miscellaneous Anticholinergics/ Antispasmodics-Other

desmopressin
oxybutynin/oxybutynin extended release
trospium (generic Sanctura)
Enablex
Gelnique
Oxytrol
Sanctura XR
Vesicare

VITAMIN DEFICIENCY

cyanocobalamin injection
Nascobal

WEIGHT LOSS

phentermine **(PA)**

WOMEN'S HEALTH

Contraceptives

aviane
gianvi (generic Yaz)
kariva
levonorgestrel-ethinyl estradiol tablet, dosepack, 3 month (generic Seasonale)
medroxyprogesterone 150mg/ml
microgestin fe
ocella (generic Yasmin)
tri-sprintec
trinessa
NuvaRing

Hormone Therapy-Oral

estropipate
medroxyprogesterone tablet
methyltestosterone with esterified estrogens
Activella **(g)***
Cenestin
Enjuvia
Prefest
Prometrium

Hormone Therapy-Patches

estradiol patch
Combipatch
Esclim
Estraderm
Vivelle/Vivelle-Dot

Hormone Therapy-Miscellaneous

Estrace Cream
Estring
Vagifem

Infertility

clomiphene
leuprolide
Cetrotide
Follistim AQ
Gonal-F
Luveris
Ovidrel

Osteoporosis

alendronate sodium tablet (generic Fosamax)
etidronate disodium
Actonel
Boniva
Evista
Forteo **(PA)**

Other Agents

clindamycin vaginal cream
metronidazole vaginal gel
prenatal vitamins (generic)
tamoxifen
terconazole
Clindesse
Precare

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Examples of Level 3 or Non-Preferred and Excluded Drugs with 2011 Empire Plan Flexible Formulary Alternatives

Level 3 or Non-Preferred Drugs	Empire Plan Flexible Formulary Alternatives
Aciphex	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Avelox	ciprofloxacin, ofloxacin, Levaquin*
Betaseron **(PA)**	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Concerta	amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR), methylphenidate, Intuniv, Vyvanse
Cymbalta	venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Diovan **½T**	losartan (generic Cozaar) **½T**, Atacand **½T**, Benicar **½T**, Micardis
Diovan HCT	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT, Benicar HCT, Micardis HCT
Dipentum	Apriso, Asacol, Lialda
Lexapro **½T**	citalopram (generic Celexa), fluoxetine (generic Prozac), paroxetine (generic Paxil), paroxetine sustained release 24 hour (generic Paxil CR), sertraline (generic Zoloft) **½T**, venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Locoid Lipocream	hydrocortisone butyrate, hydrocortisone valerate
Pancreaze	Creon, Ultrase
Proventil HFA	Ventolin HFA ♦
Tazorac* **(PA)**	adapalene (generic Differin) **(PA)**, tretinoin **(PA)**, Retin-A Micro Gel **(PA)**
Zegerid Powder for Oral Suspension	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Zetia	lovastatin, pravastatin (generic Pravachol) **½T**, simvastatin (generic Zocor) **½T**, Crestor **½T**, Lipitor* **½T**, Tricor, Vytorin, Welchol

Excluded Drugs†	Empire Plan Flexible Formulary Alternatives
Acuvail	diclofenac sodium drops (generic Voltaren Ophthalmic), ketorolac tromethamine drops
Adoxa	doxycycline
Amrix	cyclobenzaprine
Aplenzin	bupropion hcl extended release, bupropion hcl sustained release
Asacol HD	Apriso, Asacol, Lialda
BenzEFoam	benzoyl peroxide
Caduet	amlodipine (generic Norvasc) plus Lipitor* **½T**
Clobex Shampoo	clobetasol
Coreg CR	carvedilol (generic Coreg)
Detrol LA	oxybutynin, oxybutynin extended release, trospium (generic Sanctura), Enablex, Sanctura XR,Vesicare
Dexilant (formerly Kapidex)	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Doryx	doxycycline
Edluar	zaleplon (generic Sonata), zolpidem (generic Ambien)
Epiduo	adapalene (generic Differin) **(PA)** plus benzoyl peroxide
Extavia	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Flector	Voltaren Gel
Genotropin **(PA)**°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Humatrope **(PA)**°°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
lansoprazole	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Metozolv ODT	metoclopramide
Momexin Kit	mometasone furoate topical plus ammonium lactate
Naprelan	diclofenac, ibuprofen, naproxen
Neobenz Micro	benzoyl peroxide
Nexium	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Norditropin **(PA)**°°°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Olux/Olux-E Complete Pack	clobetasol
omeprazole/sodium bicarbonate capsule (generic Zegerid)	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Omnitrope **(PA)**°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Prevacid Capsule	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Requip XL	ropinirole (generic Requip)
Ryzolt	tramadol, tramadol extended release
Soma 250	carisoprodol
Terbinex	terbinafine (generic Lamisil) **(PA)**
Testim	Androgel
Treximet	naproxen sodium plus sumatriptan (generic Imitrex)
Triaz	benzoyl peroxide
Twynsta	amlodipine (generic Norvasc) plus Micardis
Veramyst	flunisolide, fluticasone (generic Flonase), Nasonex
Xopenex Inhalation Solution	albuterol inhalation solution
Zegerid Capsule	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Ziana	tretinoin **(PA)** plus clindamycin topical
Zipsor	diclofenac, ibuprofen, naproxen

° Excluded, except for the treatment of growth failure due to Prader-Willi syndrome or Small for Gestational Age.
°° Excluded, except for the treatment of growth failure due to SHOX deficiency or Small for Gestational Age.
°°° Excluded, except for the treatment of short stature associated with Noonan syndrome or Small for Gestational Age.
† Coverage for prescription drugs excluded under the benefit plan design are not subject to exception. This includes prescription medications excluded from coverage under The Empire Plan Flexible Formulary.

New prescription drugs may be subject to exclusion when they become available in the market. Please refer to the DCS website at https://www.cs.state.ny.us or call The Empire Plan Prescription Drug Program toll free at 1-877-7-NYSHIP (1-877-769-7447) for current information regarding exclusions of newly launched prescription drugs.

Effective
January 1, 2012

2012 EMPIRE PLAN FLEXIBLE FORMULARY

Administered by UnitedHealthcare

The following is a list of the most commonly prescribed generic and brand-name drugs included on the 2012 Empire Plan Flexible Formulary. **This is not a complete list of all prescription drugs on the flexible formulary or covered under The Empire Plan. This list and excluded medications are subject to change. New prescription drugs may be subject to exclusion when they become available in the market.** For specific questions about your prescriptions, coverage and copayments, please call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and select The Empire Plan Prescription Drug Program or visit the website at https://www.cs.ny.gov. Click on Benefit Programs, then NYSHIP Online. Provide your group and plan information if prompted. On the resulting NYSHIP Online page, select Using Your Benefits and scroll to the 2012 Empire Plan Flexible Formulary links.

***For the enrollee:* Enrollees are encouraged to ask their doctors to prescribe covered generic versions of brand-name drugs whenever appropriate, as this will result in a lower copayment, unless the brand-name drug has been placed on Level 1. Brand products on Level 1 will be less expensive than the generic equivalent. Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.**

***For the physician:* Please prescribe covered Level 1 and Level 2 or preferred products when medically appropriate for your patients.**

CARDIOVASCULAR

Antiarrhythmics
amiodarone
disopyramide
mexiletine
quinidine gluconate
quinidine sulfate
sotalol
Multaq

Blood Modifiers
fondaparinux (generic Arixtra)
ticlopidine
warfarin
Lovenox **(g)***
Plavix*

Blood Pressure Lowering
amlodipine (generic Norvasc)
amlodipine and benazepril (generic Lotrel)
atenolol
atenolol with chlorthalidone
benazepril
benazepril with hydrochlorothiazide
bisoprolol with hydrochlorothiazide
captopril
captopril with hydrochlorothiazide
clonidine
clonidine patch (generic Catapres-TTS)
diltiazem (all formulations)
enalapril
enalapril with hydrochlorothiazide
felodipine (generic Plendil)
fosinopril
fosinopril with hydrochlorothiazide
furosemide
guanfacine
hydrochlorothiazide
indapamide
isradipine
labetalol
lisinopril
lisinopril with hydrochlorothiazide
losartan (generic Cozaar) **½T**
losartan with hydrochlorothiazide (generic Hyzaar)
metoprolol
metoprolol succinate sustained release (generic Toprol XL)
moexipril **½T**
nadolol
nadolol with bendroflumethiazide
nifedipine (all formulations)
nisoldipine (generic Sular)
perindopril (generic Aceon) **½T**
prazosin
propranolol sustained action capsule
propranolol tablet
quinapril
quinapril with hydrochlorothiazide
ramipril
spironolactone
spironolactone with hydrochlorothiazide
torsemide
trandolapril **½T**
triamterene with hydrochlorothiazide
verapamil
verapamil sustained release
Atacand***½T**
Atacand HCT*
Benicar **½T**
Benicar HCT
Bystolic
Cardizem LA **(g)***
Innopran XL
Micardis
Micardis HCT

Cholesterol Lowering
cholestyramine
colestipol
fenofibrate
gemfibrozil
lovastatin
pravastatin (generic Pravachol) **½T**
simvastatin (generic Zocor) **½T**
Advicor
Altoprev
Antara
Crestor **½T**
Fenoglide
Lipitor*
Lipofen
Lofibra Tablet
Niaspan
Triglide
Vytorin
Welchol

Heart Failure
carvedilol (generic Coreg)
digoxin
BiDil

KEY
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The symbol * next to a brand-name drug signifies that this drug may be available as a generic in 2011 or 2012. When a generic version is available, mandatory generic substitution will apply, unless the brand-name drug has been placed on Level 1. Use of a covered Level 3 or non-preferred brand-name prescription drug when the generic is available will result in the enrollee paying the applicable Level 3 or non-preferred copayment plus the difference in cost between the brand-name drug and the generic, not to exceed the full retail cost of the drug, unless the brand-name drug has been placed on Level 1 of the Flexible Formulary. **The symbol (g)** next to a brand-name drug indicates that a generic is currently available for at least one or more strengths of the brand medication. When a generic is available for a particular strength of the brand-name drug, that strength of the brand-name drug, if covered, may be Level 3 or non-preferred. **The symbol (PA)** next to a drug name indicates that prior authorization is required. **The symbol ♦** next to a drug indicates a brand-name medication with a Level 1 copayment. **The symbol ½T** next to a drug indicates that certain strengths may be eligible for the Half Tablet Program.

Nitrates/Other Angina
isosorbide
Nitrostat
Ranexa

Pulmonary Artery Hypertension Agents
Adcirca **(PA)**
Letairis **(PA)**
Revatio* **(PA)**
Tracleer **(PA)**
Tyvaso **(PA)**
Ventavis **(PA)**

CENTRAL NERVOUS SYSTEM

Alzheimer's Disease
donepezil 5mg, 10mg (generic Aricept)
galantamine (generic Razadyne)
galantamine extended release (generic Razadyne ER)
Namenda

Multiple Sclerosis
Ampyra **(PA)**
Avonex **(PA)**
Copaxone **(PA)**
Rebif **(PA)**

Nausea/Vomiting
granisetron (generic Kytril)
ondansetron (generic Zofran)
prochlorperazine
promethazine
Emend

Parkinson's Disease
amantadine
benztropine
carbidopa/levodopa
pramipexole (generic Mirapex)
ropinirole (generic Requip)
Apokyn

Seizure Disorder
carbamazepine
clonazepam
divalproex sodium (generic Depakote)
divalproex sodium extended release (generic Depakote ER)
gabapentin
lamotrigine
levetiracetam (generic Keppra)
oxcarbazepine
phenobarbital
phenytoin
primidone
topiramate (generic Topamax) ½T
Dilantin **(g)**
Felbatol
Gabitril*
Lyrica
Tegretol XR **(g)***

DERMATOLOGY/ SKIN DISORDER

adapalene (generic Differin) **(PA)**
benzoyl peroxide/erythromycin
betamethasone dipropionate
clindamycin (all formulations)
clobetasol
erythromycin topical
fluocinonide
hydrocortisone topical
imiquimod (generic Aldara)
isotretinoin
metronidazole topical
mometasone furoate topical
mupirocin ointment
podofilox topical
sulfacetamide/sulfur
tretinoin **(PA)**
triamcinolone topical
Condylox **(g)***
Dovonex **(g)***
Duac
Protopic
Soriatane
Stelara **(PA)**

DIABETES

acarbose (generic Precose)
glimepiride
glipizide
glipizide extended release
glipizide with metformin
glyburide
glyburide with metformin
glyburide, micronized
metformin
metformin extended release
nateglinide (generic Starlix)
Actoplus Met*
Actos*½T
Byetta
Duetact
Humalog
Humulin
Janumet
Januvia
Lantus
Levemir
Novolin
Novolog
Onglyza
Prandin
Symlin
Victoza

GASTROINTESTINAL

GERD/Peptic Ulcer
metoclopramide
misoprostol
nizatidine oral solution
omeprazole (generic Prilosec)
pantoprazole (generic Protonix)
ranitidine
sucralfate
Helidac
Prevpac
Pylera

Gastrointestinal-Other
chlordiazepoxide/clidinium
dicyclomine
hyoscyamine

Pancreatic Enzymes
Creon
Zenpep

Ulcerative Colitis
balsalazide disodium (generic Colazal)
budesonide (generic Entocort EC)
mesalamine enema
sulfasalazine
Apriso
Asacol
Lialda

GROWTH HORMONES

Nutropin/Nutropin AQ **(PA)**
Saizen **(PA)**
Serostim **(PA)**
Tev-Tropin **(PA)**
Zorbtive **(PA)**

INFECTION

Antibiotics-Oral
amoxicillin
amoxicillin with potassium clavulanate (generic Augmentin)
ampicillin
azithromycin (generic Zithromax)
cefaclor
cefadroxil
cefdinir (generic Omnicef)
cefprozil
cefuroxime
cephalexin
ciprofloxacin
clarithromycin (generic Biaxin)
clarithromycin extended release (generic Biaxin XL)
clindamycin capsule
doxycycline
erythromycin
levofloxacin (generic Levaquin)
metronidazole
minocycline
penicillin V potassium
sulfamethoxazole with trimethoprim
tetracycline

Antifungal Drugs-Oral
fluconazole
itraconazole **(PA)**
ketoconazole
nystatin
terbinafine (generic Lamisil) **(PA)**
Noxafil
Vfend

Antifungal Drugs-Topical
ciclopirox solution, non-oral
clotrimazole with betamethasone
nystatin
nystatin with triamcinolone
Naftin

Antiviral Drugs
acyclovir
amantadine
famciclovir
rimantadine
valacyclovir (generic Valtrex) ½T
Tamiflu
Zovirax Ointment, Cream

Hepatitis
ribavirin **(PA)**
Baraclude
Hepsera
Infergen **(PA)**
Intron-A **(PA)**
Pegasys **(PA)**
Peg-Intron **(PA)**
Tyzeka

MIGRAINE HEADACHE

butalbital/acetaminophen/caffeine
butalbital/aspirin/caffeine
butorphanol nasal spray
ergotamine/caffeine
propranolol tablet
sumatriptan (generic Imitrex)
Frova
Maxalt*
Relpax
Zomig

MUSCLE RELAXANTS

carisoprodol 350mg
cyclobenzaprine (generic Flexeril)
diazepam
metaxalone (generic Skelaxin)
methocarbamol
orphenadrine/orphenadrine compound

OPHTHALMIC (EYE)

Glaucoma
betaxolol
brimonidine
dorzolamide (generic Trusopt)
latanoprost (generic Xalatan)
pilocarpine
timolol maleate
Azopt
Betimol
Combigan
Lumigan
Travatan/Travatan Z

Other Eye Medications
azelastine (generic Optivar)
ciprofloxacin drops
cromolyn sodium drops
cyclopentolate
diclofenac sodium drops (generic Voltaren Ophthalmic)
epinastine drops (generic Elestat)
flurbiprofen drops
ketorolac tromethamine drops
ofloxacin drops
prednisolone drops
tobramycin drops

tobramycin/dexamethasone drops (generic Tobradex)
Flarex
FML Forte/FML SOP
Pred Mild
Restasis
Vexol

OTIC (EAR)

ofloxacin (generic Floxin)
Ciprodex

PAIN/ARTHRITIS

acetaminophen with codeine
acetaminophen with hydrocodone
diclofenac
etodolac
fentanyl citrate lollipop **(PA)**
fentanyl transdermal system
flurbiprofen
ibuprofen
ibuprofen with hydrocodone
indomethacin
ketoprofen
leflunomide
meloxicam (generic Mobic)
methotrexate
nabumetone
naproxen
oxaprozin
oxycodone with acetaminophen
oxycodone with aspirin
oxymorphone (generic Opana)
piroxicam
sulindac
tolmetin
tramadol
tramadol extended release
tramadol with acetaminophen
Celebrex
Cimzia **(PA)**
Enbrel **(PA)**
Opana ER
Oxycontin
Simponi **(PA)**
Voltaren Gel

PSYCHOTHERAPEUTIC AGENTS

Anxiety, Insomnia and Sedative Agents

alprazolam/alprazolam extended release
buspirone
diazepam
flurazepam
lorazepam
temazepam
triazolam
zaleplon (generic Sonata)
zolpidem (generic Ambien)

Attention Deficit Hyperactivity Disorder (ADHD)

amphetamine with dextroamphetamine salt combination
amphetamine with dextroamphetamine salt combination extended release (generic Adderall XR)
dextroamphetamine sustained release
methylphenidate
methylphenidate extended release
Intuniv
Vyvanse

Depression

amitriptyline
bupropion hcl
bupropion hcl extended release
bupropion hcl sustained release
citalopram (generic Celexa)
desipramine
doxepin
fluoxetine (generic Prozac)
imipramine
mirtazapine
mirtazapine dispersible tablet
nortriptyline
paroxetine (generic Paxil)
paroxetine sustained release 24 hour (generic Paxil CR)
phenelzine (generic Nardil)
sertraline (generic Zoloft) **½T**
tranylcypromine
trazodone
venlafaxine (generic Effexor)
venlafaxine extended release capsule (generic Effexor XR)

Psychosis

clozapine
haloperidol
olanzapine (generic Zyprexa)
risperidone (generic Risperdal)
Geodon*
Moban
Seroquel (except for XR)* **½T**
Symbyax*

RESPIRATORY

Allergy-Antihistamines

hydroxyzine
levocetirizine (generic Xyzal)

Allergy-Nasal Antihistamines

azelastine nasal spray (generic Astelin)

Allergy-Nasal Corticosteroids

flunisolide nasal spray
fluticasone (generic Flonase)
Nasonex

Allergy-Other

epinephrine pen
EpiPen

Asthma-Inhaled Drugs

albuterol inhalation solution
albuterol/ipratropium solution
cromolyn
ipratropium inhalation solution
Advair
Alvesco♦
Asmanex♦
Combivent
Foradil
Pulmicort Respules **(g)***
QVAR♦
Spiriva
Symbicort
Ventolin HFA♦

Asthma-Oral Drugs

albuterol
prednisolone
prednisone
terbutaline
theophylline
Singulair*

THYROID REPLACEMENT

levothyroxine (generic Synthroid)
liothyronine (generic Cytomel)
Tirosint

URINARY TRACT

Benign Prostatic Hyperplasia (BPH)

doxazosin
finasteride (generic Proscar)
tamsulosin (generic Flomax)
terazosin

Erectile Dysfunction

Viagra

Miscellaneous Anticholinergics/ Antispasmodics-Other

desmopressin
oxybutynin/oxybutynin extended release
trospium (generic Sanctura)
Enablex
Gelnique
Oxytrol
Sanctura XR
Vesicare

VITAMIN DEFICIENCY

cyanocobalamin injection
Nascobal

WEIGHT LOSS

phentermine **(PA)**

WOMEN'S HEALTH

Contraceptives

aviane
gianvi (generic Yaz)
kariva
levonorgestrel-ethinyl estradiol tablet, dosepack, 3 month (generic Seasonale)
medroxyprogesterone 150mg/ml
microgestin fe
ocella (generic Yasmin)
tri-sprintec
trinessa
NuvaRing

Hormone Therapy-Oral

estradiol/norethindrone (generic Activella)
estropipate
medroxyprogesterone tablet
methyltestosterone with esterified estrogens
Cenestin
Enjuvia
Prefest
Prometrium

Hormone Therapy-Patches

estradiol patch
Combipatch
Estraderm
Vivelle/Vivelle-Dot

Hormone Therapy-Miscellaneous

Estrace Cream
Estring
Vagifem

Infertility

clomiphene
leuprolide
Cetrotide
Follistim AQ
Gonal-F
Luveris
Ovidrel

Osteoporosis

alendronate sodium tablet (generic Fosamax)
etidronate disodium
Actonel
Boniva
Evista
Forteo **(PA)**

Other Agents

clindamycin vaginal cream
metronidazole vaginal gel
prenatal vitamins (generic)
tamoxifen
terconazole
Clindesse
Lysteda

Examples of Level 3 or Non-Preferred Drugs with 2012 Empire Plan Flexible Formulary Alternatives

Level 3 or Non-Preferred Drugs	Empire Plan Flexible Formulary Alternatives
Abilify ½**T**	olanzapine (generic Zyprexa), risperidone (generic Risperdal), Geodon*, Seroquel (except for XR)*½**T**
Aciphex	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Avalide*	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT*, Benicar HCT, Micardis HCT
Avapro*½**T**	losartan (generic Cozaar) ½**T**, Atacand*½**T**, Benicar ½**T**, Micardis
Avelox	ciprofloxacin, levofloxacin (generic Levaquin), ofloxacin
Avodart	doxazosin, finasteride (generic Proscar), tamsulosin (generic Flomax), terazosin
Azor	amlodipine (generic Norvasc) plus Benicar ½**T**
Betaseron **(PA)**	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Cialis	Viagra
Cymbalta	venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Diovan*½**T**	losartan (generic Cozaar) ½**T**, Atacand*½**T**, Benicar ½**T**, Micardis
Diovan HCT*	losartan with hydrochlorothiazide (generic Hyzaar), Atacand HCT*, Benicar HCT, Micardis HCT
Flovent	Alvesco♦, Asmanex♦, QVAR♦
Humira **(PA)**	Cimzia **(PA)**, Enbrel **(PA)**, Simponi **(PA)**, Stelara **(PA)**
Lexapro*½**T**	citalopram (generic Celexa), fluoxetine (generic Prozac), paroxetine (generic Paxil), paroxetine sustained release 24 hour (generic Paxil CR), sertraline (generic Zoloft) ½**T**, venlafaxine (generic Effexor), venlafaxine extended release capsule (generic Effexor XR)
Lunesta	zaleplon (generic Sonata), zolpidem (generic Ambien)
Proventil HFA	Ventolin HFA♦
Pulmicort Flexhaler	Alvesco♦, Asmanex♦, QVAR♦
Retin-A Micro **(PA)**	tretinoin **(PA)**
Serevent	Foradil
Simcor	simvastatin (generic Zocor) ½**T** plus Niaspan
Twinject	epinephrine pen, EpiPen
Zegerid Powder for Oral Suspension	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Zetia	lovastatin, pravastatin (generic Pravachol) ½**T**, simvastatin (generic Zocor) ½**T**, Crestor ½**T**, Lipitor*, Vytorin, Welchol

For enrollee groups eligible for the Enhanced Flexible Formulary, you have an additional feature called Brand for Generic (B4G) which saves you money on certain Brand-Name drugs that have a new generic available. When advantageous to the Plan, this feature allows a Brand-Name drug to be placed on Level 1, the lowest copayment level, and the new generic equivalent to be placed on Level 3, the highest copayment level or excluded. These placements are for a limited time, typically six months, and may be revised mid-year when such changes are advantageous to The Empire Plan.

UnitedHealthcare will notify you when B4G savings are available.
We will also notify your pharmacist so that the lowest cost option will always be dispensed.
Please refer to the DCS website at https://www.cs.ny.gov
for the most current information regarding the B4G feature.

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Excluded drugs with 2012 Empire Plan Flexible Formulary Alternatives

Excluded Drugs†	Empire Plan Flexible Formulary Alternatives
Acuvail	diclofenac sodium drops (generic Voltaren Ophthalmic), ketorolac tromethamine drops
Adoxa	doxycycline
Amrix	cyclobenzaprine (generic Flexeril)
Analpram Advanced Kit	hydrocortisone/pramoxine cream
Androgel	Testim
Aplenzin	bupropion hcl extended release, bupropion hcl sustained release
Aricept 23mg	donepezil 5mg, 10mg (generic Aricept)
Asacol HD	Apriso, Asacol, Lialda
BenzEFoam	benzoyl peroxide
Caduet	amlodipine (generic Norvasc) plus Lipitor*
Cambia	diclofenac
carisoprodol 250mg (generic Soma 250mg)	carisoprodol 350mg
Centany AT	mupirocin ointment
Clindacin PAC	clindamycin topical
Clobex Shampoo	clobetasol
Coreg CR	carvedilol (generic Coreg)
cyclobenzaprine extended release capsule (generic Amrix)	cyclobenzaprine (generic Flexeril)
Detrol LA	oxybutynin, oxybutynin extended release, trospium (generic Sanctura), Enablex, Sanctura XR, Vesicare
Dexilant (formerly Kapidex)	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Doryx	doxycycline
doxycycline hyclate extended release tablet (generic Doryx)	doxycycline
doxycycline monohydrate 150mg capsule (generic Adoxa 150mg capsule)	doxycycline
Edluar	zaleplon (generic Sonata), zolpidem (generic Ambien)
Epiduo	adapalene (generic Differin) **(PA)** plus benzoyl peroxide
Extavia	Avonex **(PA)**, Copaxone **(PA)**, Rebif **(PA)**
Flector	Voltaren Gel
Genotropin **(PA)**°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Humatrope **(PA)**°°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Jalyn	finasteride (generic Proscar) plus tamsulosin (generic Flomax)
lansoprazole capsule	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Metozolv ODT	metoclopramide
Momexin Kit	mometasone furoate topical plus ammonium lactate
Morgidox Kit	doxycycline
Naprelan	diclofenac, ibuprofen, naproxen
Neobenz Micro	benzoyl peroxide
Nexium	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Norditropin **(PA)**°°°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Olux/Olux-E Complete Pack	clobetasol
omeprazole/sodium bicarbonate capsule (generic Zegerid)	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Omnitrope **(PA)**°	Nutropin **(PA)**, Nutropin AQ **(PA)**, Saizen **(PA)**, Tev-Tropin **(PA)**
Orbivan	butalbital/acetaminophen/caffeine

° Excluded, except for the treatment of growth failure due to Prader-Willi syndrome or Small for Gestational Age.
°° Excluded, except for the treatment of growth failure due to SHOX deficiency or Small for Gestational Age.
°°° Excluded, except for the treatment of short stature associated with Noonan syndrome or Small for Gestational Age.
† Coverage for prescription drugs excluded under the benefit plan design are not subject to exception. This includes prescription medications excluded from coverage under The Empire Plan Flexible Formulary. **New prescription drugs may be subject to exclusion when they become available in the market. Please refer to the DCS website at https://www.cs.ny.gov or call The Empire Plan Prescription Drug Program toll free at 1-877-7-NYSHIP (1-877-769-7447) for current information regarding exclusions of newly launched prescription drugs.**

Excluded drugs with 2012 Empire Plan Flexible Formulary Alternatives Continued

Excluded Drugs†	Empire Plan Flexible Formulary Alternatives
Pacnex HP/Pacnex LP/Pacnex MX	benzoyl peroxide
Pennsaid	Voltaren Gel
Prevacid Capsule	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Requip XL	ropinirole (generic Requip)
Rybix ODT	tramadol, tramadol extended release
Ryzolt	tramadol, tramadol extended release
Silenor	doxepin
Soma 250	carisoprodol 350mg
Sumaxin TS	sodium sulfacetamide/sulfur
Terbinex	terbinafine (generic Lamisil) **(PA)**
Tobradex ST	tobramycin/dexamethasone drops (generic Tobradex)
Treximet	naproxen sodium plus sumatriptan (generic Imitrex)
Triaz	benzoyl peroxide
Tribenzor	amlodipine (generic Norvasc) plus hydrochlorothiazide plus Benicar ½**T** or amlodipine (generic Norvasc) plus Benicar HCT
Tricor	fenofibrate, Antara, Fenoglide, Lipofen, Triglide
Trilipix	fenofibrate, Antara, Fenoglide, Lipofen, Triglide
Twynsta	amlodipine (generic Norvasc) plus Micardis
Uramaxin GT	urea
Veltin	tretinoin **(PA)** plus clindamycin topical
Veramyst	flunisolide, fluticasone (generic Flonase), Nasonex
Vimovo	naproxen plus omeprazole (generic Prilosec)
Xerese	Zovirax Ointment, Cream
Xopenex Inhalation Solution	albuterol inhalation solution
Zegerid Capsule	omeprazole (generic Prilosec), pantoprazole (generic Protonix)
Ziana	tretinoin **(PA)** plus clindamycin topical
Zipsor	diclofenac, ibuprofen, naproxen
Zuplenz	ondansetron (generic Zofran)
Zyclara	imiquimod (generic Aldara)

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2012 Three-Level Preferred Drug List Reference Guide

Effective January 1, 2012

Anti-Infectives Antibiotics (Oral, inhaled and ear antibiotics are listed)

Level 1
Amoxicillin
Amoxicillin/Potassium Clavulanate
Ampicillin
Azithromycin
Cefadroxil
Cefprozil
Cephalexin Monohydrate
Ciprofloxacin Tablet
Clarithromycin Tablet
Clindamycin HCl
Dicloxacillin Sodium
Doxycycline Monohydrate
Erythromycin
Levofloxacin
Metronidazole
Minocycline HCl
Neomycin/Polymyxin/HC Otic
Nitrofurantoin Macrocrystal
Ofloxacin Otic
Penicillin V Potassium
Sulfamethoxazole/Trimethoprim
Tetracycline HCl

Level 2
Augmentin
Cefdinir
Cipro Suspension
Ciprodex Otic
Clarithromycin
Cleocin HCl 75 mg
Dapsone
Ery-Tab 500 mg
Macrodantin 25 mg
Tobi
Vancocin HCl **SL**
Zyvox **SL**

Level 3
Adoxa **E**
Amoxicillin-Clavulanate ER **E**
Augmentin XR **E**
Avelox
Cipro HC
Ciprofloxacin Tablet, Sustained-Release 24 Hour
Doryx **E**
Doxycycline Hyclate Enteric-Coated Tablet **E**
Doxycycline Monohydrate Capsule 150 mg **E**
Oracea
Solodyn
Suprax

Anti-Infectives Antifungals (Oral and topical antifungals are listed)

Level 1
Clotrimazole
Fluconazole
Itraconazole Capsule **SL**
Ketoconazole
Nystatin
Terbinafine HCl Tablet **SL**
Terconazole Vaginal

Level 2
Clindesse Vaginal
Metronidazole Vaginal
Mycostatin
Noxafil
Sporanox Solution, Oral

Level 3
Extina
Gynazole-1 Vaginal
Lamisil Granules **SL**

Anti-Infectives Antivirals

Level 1
Acyclovir
Amantadine HCl
Ribavirin **N**

Level 2
Baraclude
Epivir HBV
Famciclovir **SL**
Hepsera
Rebetol Solution **N**
Valacyclovir **SL**
Valcyte **SL**

Level 3
Relenza **SL**
Tamiflu **SL**
Valtrex **SL**

Cardiovascular/Heart Disease High Blood Pressure

Level 1
Amlodipine
Atenolol
Benazepril
Bisoprolol
Bumetanide
Captopril
Carvedilol
Chlorthalidone
Clonidine HCl
Diltiazem
Doxazosin
Enalapril
Felodipine
Fosinopril
Furosemide
Guanfacine HCl
Hydralazine
Hydrochlorothiazide
Indapamide
Labetalol HCl

Level 2
Aldactazide 50-50 mg
Benicar **½T, SL**
BiDil
Bystolic
Cardizem
Dibenzyline
Eplerenone
Metoprolol Succinate Tablet, Sustained-Release 24 Hour 50, 100, 200 mg
Micardis **SL**
Micardis HCT **SL**
Nisoldipine 20, 30, 40 mg
Perindopril Erbumine **½T**
Quinapril HCl/Hydrochlorothiazide
Thalitone

Level 3
Aceon **½T**
Amlodipine/Benazepril **SL**
Amturnide **E**
Atacand **SL**
Avalide **SL**
Azor **SL**
Cardizem LA
Catapres-TTS **SL**
Clonidine Patch **SL**
Coreg CR **E**
Diovan **½T, SL**
Diovan HCT **SL**
Exforge **SL**
Exforge HCT **SL**
Propranolol HCl Sustained-Action Capsule
Tarka
Tekamlo **E**
Tekturna **SL**
Tekturna HCT **SL**
Teveten **SL**

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Cardiovascular/Heart Disease High Blood Pressure (cont. from page 1)

Level 1	Level 2	Level 3
Lisinopril		Tribenzor **E**
Lostartan **½T**		Twynsta **E**
Methyldopa		Valturna **E**
Metolazone		Verapamil HCl Capsule, 24 Hour Sustained-Release Pellets
Metoprolol Succinate Tablet, Sustained-Release 24 Hour 25 mg		
Metoprolol Tartrate		
Moexipril **½T**		
Nadolol		
Nifedipine		
Propranalol		
Quinapril		
Ramipril		
Spironolactone		
Terazosin HCl		
Timolol Maleate		
Torsemide		
Trandolapril **½T**		
Triamterene/Hydrochlorothiazide		
Verapamil HCl		

Cardiovascular/Heart Disease High Cholesterol

Level 1	Level 2	Level 3
Cholestyramine	Altoprev **SL**	Advicor **SL**
Colestipol HCl	Antara	Atorvastatin **SL**
Fenofibrate	Crestor **½T, SL**	Caduet **E**
Gemfibrozil	Lipitor **SL**	Fenoglide
Lovastatin	Lipofen	Lescol XL **SL**
Pravastatin Sodium **½T**	Welchol	Lovaza **N**
Simvastatin **½T**		Niaspan
		Simcor **SL**
		Tricor **E**
		Triglide
		Trilipix **E**
		Vytorin **SL**
		Zetia **SL**

Cardiovascular/Heart Disease Other

Level 1	Level 2	Level 3
Amiodarone	Lanoxin	Nitroglycerin Spray **E**
Digoxin	Multaq	Nitrolingual **E**
Mexiletine	Nitrostat	Nistromist **SL**
Sotalol	Ranexa	Propafenone Sustained-Release 12 Hour Capsule

Central Nervous System Attention Deficit Disorder

Level 1	Level 2	Level 3
Amphetamine Salt Combo	Adderall XR **SL**	Amphetamine Aspartate/Amphetamine Sulfate/Dextroamphetamine Capsule, Sustained-Release 24 Hour **SL**
Dextroamphetamine Sulfate	Intuniv **SL**	Concerta **SL**
Methamphetamine HCl Tablet	Vyvanse **SL**	Daytrana **SL**
Methylphenidate		Focalin XR **SL**
		Ritalin LA **SL**
		Strattera **SL**

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Central Nervous System Depression

Level 1	Level 2	Level 3
Amitriptyline		Aplenzin **E**
Bupropion HCl		Cymbalta **RS, SL**
Citalopram Hydrobromide		Lexapro **½T, SL**
Doxepin HCl		Luvox CR **SL**
Fluoxetine Capsule **SL**		Paroxetine HCl Sustained-Release, 24 Hour **SL**
Fluvoxamine Maleate		Pexeva **½T, SL**
Imipramine		Pristiq **RS, SL**
Mirtazapine		Venlafaxine Extended-Release **E**
Nortriptyline HCl		
Paroxetine HCl Tablet		
Sertraline HCl **½T**		
Trazodone HCl		
Venlafaxine HCl		

Central Nervous System Migraine

Level 1	Level 2	Level 3
Acetaminophen/Caffeine/Butalbital	Cafergot	Alsuma **E**
Aspirin/Caffeine/Butalbital **SL**	Ergomar	Axert **SL**
Relpax **SL**	Sumatriptan Succinate Nasal Spray **SL**	Cambia **E**
Sumatriptan Succinate Injection, Tablet **SL**		Frova **SL**
		Maxalt **SL**
		Migranal
		Treximet **E**
		Zomig **SL**

Central Nervous System Multiple Sclerosis

Level 1	Level 2	Level 3
	Ampyra **N, SL**	Betaseron **N, SL**
	Avonex **N, SL**	Extavia **E**
	Copaxone **N, SL**	Gilenya **N**
	Rebif **N, SL**	

Central Nervous System Sedatives/Hypnotics

Level 1	Level 2	Level 3
Temazepam		Ambien **SL**
Triazolam		Edluar **E**
Zaleplon **SL**		Lunesta **SL**
Zolpidem Tartrate **SL**		Rozerem **SL**
		Sonata **SL**

Central Nervous System Seizure Disorders

Level 1	Level 2	Level 3
Carbamazepine	Carbamazepine Tablet, Sustained-Release 12 Hour	Depakote ER
Clonazepam	Dilantin	Keppra
Divalproex Sodium Tablet	Divalproex Sodium Sprinkle	Keppra XR
Divalproex Sodium Tablet, Sustained-Release	Felbatol	Lamictal Dose Pack **SL**
Lamotrigine	Gabitril	Lamictal ODT
Levetiracetam	Mysoline	Lamictal XR
Oxcarbazepine	Sabril	Lyrica **SL**
Phenobarbital	Tegretol	Stavzor
Phenytoin Sodium		Topamax
Topiramate		
Zonisamide		

Central Nervous System Other

Level 1	Level 2	Level 3
Alprazolam	Apokyn	Abilify **SL**
Benztropine Mesylate	Comtan	Aricept 23 mg **E**
Buspirone HCl	FazaClo	Invega **SL**
Carbidopa/Levodopa	Geodon **SL**	Mirapex ER **E**
Clozapine	Seroquel **SL**	Namenda
Diazepam	Symbyax **SL**	Nuvigil **N, SL**
Donepezil 5 mg, 10 mg	Tasmar	Provigil **E**
Lithium Carbonate	Xyrem **N, SL**	Requip XL **E**
Lorazepam	Zyprexa **SL**	Seroquel XR **SL**
Risperidone **SL**		Zyprexa Zydis **SL**
Ropinirole HCl		

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Dermatology

Level 1
Alclometasone Dipropionate
Betamethasone
Ciclopirox
Clindamycin Phosphate
Clobetasol Propionate
Clotrimazole/Betamethasone
Desonide
Econazole Nitrate
Erythromycin
Fluocinonide
Fluticasone Propionate
Halobetasol Propionate
Hydrocortisone
Ketoconazole
Lidocaine HCl
Metronidazole
Mometasone Furoate
Mupirocin
Nystatin
Silver Sulfadiazine
Sulfacetamide Sodium/Sulfur
Tretinoin **N**
Triamcinolone Acetonide
Urea

Level 2
Azelex **SL**
Benzaclin 25 gm
Benzamycin
Ciclopirox Shampoo 1% **MC**
Clindamycin Phosphate/Benzoyl Peroxide Gel 1%-5% **SL**
Condylox Gel
Differin Cream, Gel 0.1% **N, SL**
Isotretinoin
Oxsoralen-Ultra
Protopic **N, SL**
Regranex **N**
Retin-A Micro **N, SL**
Stelara **N, SL**

Level 3
Adapalene **N, SL**
Aldara
Altabax **SL**
Atralin **MC, N, SL**
Bactroban **SL**
Benzaclin 50 gm **E**
Brevoxyl **E**
Clindamycin Phosphate Foam 1% **SL**
Clobex **SL**
Clobex Shampoo **E**
Cutivate Lotion **MC**
Denavir
Desonate **SL**
Differin Gel 0.3% **N, SL**
Duac-CS **SL**
Elidel **N, SL**
Epiduo **E**
Evoclin **SL**
Finacea
Locoid Lipocream **SL**
Loprox Shampoo **MC**
Metrogel 1% **MC**
Momexin Kit **E**
Naftin
NeoBenz Micro **E**
NeoBenz Micro SD **E**
Olux-E **SL**
Olux-Olux-E **E**
Taclonex **SL**
Tazorac **N, SL**
Triaz **E**
Xerese **E**
Ziana **E**
Zyclara **E**

Endocrine/Diabetes Growth Hormone

Level 1

Level 2
Nutropin, AQ, NuSpin **N, SL**
Saizen **N, SL**
Serostim **N, SL**
Tev-Tropin **N, SL**

Level 3
Genotropin **E**
Humatrope **E**
Norditropin **E**
Omnitrope **E**
Zorbtive **N, SL**

Endocrine/Diabetes Insulin

Level 1
Humalog Vials
Humulin Vials

Level 2
Humalog Pens/Cartridges
Humulin Pens
Lantus Vials
Levemir Vials

Level 3
Apidra
Lantus Solostar Pens/Cartridges
Novolin 70/30 Vials
Novolin L Vials
Novolin N Vials
Novolin R Vials
NovoLog FlexPen
NovoLog Mix 70/30 Vials
NovoLog Vials

Endocrine/Diabetes Non-Insulin

Level 1
Acarbose
Glimepiride
Glipizide
Glyburide
Glyburide/Metformin HCl
Metformin HCl

Level 2
Actoplus Met **SL**
Actos **½T, SL**
Byetta **SL**
Duetact **SL**
Glipizide/Metformin HCl
Glyset
Janumet **SL**
Januvia **SL**
Prandin **SL**

Level 3
Fortamet
Glumetza
Onglyza **SL**
Starlix **SL**
Symlin
Victoza **SL**

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Eye Conditions Anti-Allergy

Level 1	Level 2	Level 3
Ketorolac Tromethamine	Optivar **SL**	Azelastine HCl **SL**
		Bepreve **SL**
		Elestat **E**
		Emadine **E**
		Epinastine **E**
		Pataday **E**
		Patanol **E**

Eye Conditions Antibiotics

Level 1	Level 2	Level 3
Ciprofloxacin HCl	Blephamide S.O.P.	Azasite **SL**
Erythromycin	Tobramycin/Dexamethasone	Tobradex ST **E**
Gentamicin Sulfate		Vigamox
Neomycin/Polymyxin B Sulfate/Dexamethasone		Zylet
Ofloxacin		Zymar
Polymyxin B Sulfate/Trimethoprim		Zymaxid **SL**
Sulfacetamide Sodium		
Tobramycin Sulfate Drops		

Eye Conditions Glaucoma

Level 1	Level 2	Level 3
Acetazolamide	Alphagan P 0.1% **SL**	Iopidine 1%
Apraclonidine	Azopt **SL**	
Brimonidine Tartrate	Betimol **SL**	
Dorzolamide HCl	Brimonidine Tartrate 0.15%	
Latanoprost **SL**	Combigan **SL**	
Timolol Maleate	Dorzolamide HCl/Timolol Maleate	
	Lumigan **SL**	
	Phospholine Iodide	
	Pilopine HS	
	Travatan Z **SL**	

Gastrointestinal Acid Suppression

Level 1	Level 2	Level 3
Cimetidine	Helidac	Aciphex **SL**
Misoprostol	Nizatidine Oral Solution	Carafate Oral Suspension
Omeprazole	Prevpac **SL**	Dexilant **SL**
Pantoprazole	Pylera	Lansoprazole **E**
Ranitidine HCl Syrup		Nexium **E**
Sucralfate Tablet		Omeprazole/Sodium Bicarbonate Capsule **E**
		Prevacid Capsule **E**
		Prevacid Solutab **E**
		Prilosec Rx **E**
		Protonix **SL**
		Zegerid **SL**

Gastrointestinal Other

Level 1	Level 2	Level 3
Chlordiazepoxide/Clidinium	Apriso	Amitiza **N, SL**
Diphenoxylate/Atropine	Canasa	Asacol
Lactulose	Creon	Asacol HD **E**
Mesalamine	GoLYTELY Packet	Dipentum
Metoclopramide HCl	Lialda	Entocort EC
Polyethylene Glycol	Lotronex **SL**	Metozolv ODT **E**
Sulfasalazine	Relistor	Moviprep
Ursodiol	Zenpep	Pancreaze
		Pentasa

Men's Health Prostate

Level 1	Level 2	Level 3
Doxazosin Mesylate		Alfuzosin
Finasteride		Avodart **N**
Tamsulosin		Jalyn **E**
Terazosin HCl		Rapaflo
		Uroxatral

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Miscellaneous

Level 1	Level 2	Level 3
Azathioprine	Cellcept Suspension	Acuvail **E**
Benzonatate	Epinepherine Pen Injector **SL**	Aromasin
Chlorhexidine Gluconate	Epipen **SL**	Bravelle
Megestrol Acetate	Lidoderm **SL**	Infergen **N, SL**
Mycophenolate Mofetil Capsule, Tablet	Myfortic	Intron A **N, SL**
Phenazopyridine	Neoral	Restasis **N, SL**
Tacrolimus Anhydrous	Rapamune	Tussionex **SL**
Tamoxifen	Sandimmune	Twinject **SL**

Miscellaneous Overactive Bladder

Level 1	Level 2	Level 3
Dicyclomine Tablet	Enablex	Detrol
Hyoscyamine Sulfate	Gelnique	Detrol LA **E**
Oxybutynin	Oxytrol	Toviaz
Trospium	Sanctura XR	
	Vesicare	

Musculoskeletal Osteoporosis

Level 1	Level 2	Level 3
Alendronate Sodium **SL**	Actonel **SL**	Fosamax Plus D **SL**
	Boniva Tablet **SL**	
	Calcitonin Salmon Nasal Spray	
	Evista	
	Forteo **N**	
	Fortical	

Musculoskeletal Pain Relief

Level 1	Level 2	Level 3
Diclofenac	Codeine Phosphate	Arthrotec
Duragesic **SL**	Fentanyl Citrate Lollipop **N, SL**	Avinza **SL**
Etodolac	MSIR Capsule	Celebrex **SL**
Hydromorphone HCl	Opana ER **SL**	Fentanyl Transdermal **SL**
Ibuprofen	OxyContin **SL**	Fentora **N, SL**
Indomethacin	Voltaren Gel	Flector **E**
Ketorolac Tromethamine		Kadian **E**
Meloxicam		Mefenamic Acid
Meperidine HCl		Naprelan **E**
Methadone HCl		Onsolis **N, SL**
Morphine		Opana **SL**
Naproxen		Pennsaid **E**
Oxaprozin		Rybix ODT **E**
Oxycodone		Ryzolt **E**
Piroxicam		Vimovo **E**
Sulindac		Zipsor **E**
Tramadol HCl		
Tramadol HCl/Acetaminophen **SL**		

Musculoskeletal Rheumatoid Arthritis

Level 1	Level 2	Level 3
Azathioprine	Cimzia **N, SL**	Humira **N, SL**
Hydroxychloroquine Sulfate	Enbrel **N, SL**	Kineret **N, SL**
Leflunomide	Simponi **N, SL**	
Methotrexate Sodium	Trexall	
Sulfasalazine		

Musculoskeletal Other

Level 1	Level 2	Level 3
Allopurinol	Colcrys	Amrix **E**
Baclofen	Orphenadrine	Carisoprodol 250 mg **E**
Carisoprodol 350 mg	Skelaxin	Cyclobenzaprine Extended-Release 24 Hour Capsule **E**
Cyclobenzaprine		Metaxalone
Methocarbamol		Savella **SL**
Tizanidine		Soma 250 mg **E**

Respiratory Asthma/COPD

Level 1	Level 2	Level 3
Albuterol Sulfate	Budesonide Inhalation Suspension 0.25 mg/2 ml, 0.5 mg/2 ml **SL**	Advair **RS, SL**
Alvesco **SL**	Foradil **SL**	Atrovent **SL**
Asmanex **SL**	Pulmicort Respules 1 mg/2 ml **SL**	Combivent **SL**
Ipratropium Bromide	Singulair **SL**	Dulera **RS, SL**
QVAR **SL**	Spiriva **SL**	Flovent **SL**
Theophylline		Maxair Autohaler **SL**
Ventolin HFA **SL**		Proair HFA **SL**
		Proventil HFA **SL**
		Pulmicort Flexhaler **SL**
		Serevent Diskus **SL**
		Symbicort **SL**
		Xopenex HFA **SL**
		Xopenex Vial, Nebulizer **E**

Respiratory Nasal Allergy

Level 1	Level 2	Level 3
Flunisolide	Astelin **SL**	Azelastine HCl **SL**
Fluticasone Propionate **SL**	Nasonex **SL**	Beconase AQ **SL**
		Nasacort AQ **SL**
		Patanase
		Rhinocort Aqua **SL**
		Triamcinolone Acetonide **SL**
		Veramyst **E**

Respiratory Oral Allergy

Level 1	Level 2	Level 3
Hydroxyzine		Clarinex **E**
Promethazine HCl		Levocetirizine **SL**

Women's Health Contraceptives

Level 1	Level 2	Level 3
Apri	Depo-SubQ Provera **MC**	Beyaz **E**
Aviane	Jolessa **MC**	Camrese **MC**
Azurette	NuvaRing	Errin
Enpresse	Ovrette	Femcon Fe
Junel	Quasense **MC**	Loestrin 24 Fe
Junel Fe	Yasmin	LoSeasonique **MC**
Kariva	Yaz	Mononessa
Levora		Necon 7/7/7
Low-Ogestrel		Nora-Be
Lutera		Norethindrone
Medroxyprogesterone Acet 150 mg/ml **MC**		Nortrel 7/7/7
Microgestin		Ocella
Ortho Micronor		Ortho Evra
Ortho Tri-Cyclen		Ortho Tri-Cyclen Lo
Ortho-Cyclen		Safyral **E**
Ortho-Novum 7/7/7		Seasonique **MC**
Tri-Lo-Sprintec		Sprintec
Zenchent		Tri-Legest Fe
Zovia		Tri-Previfem
		Tri-Sprintec
		Trinessa

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Women's Health Estrogen/Progesterone

Level 1	Level 2	Level 3
Estradiol	Cenestin	Activella
Estradiol Patch, Transdermal Weekly **SL**	Climara **SL**	Combipatch **SL**
Estropipate	Crinone **N**	Estrogel **SL**
Medroxyprogesterone Acet	Enjuvia	Femhrt
Norethindrone Acetate	Estrace Cream with Applicator	Femring **SL**
	Estraderm **SL**	First Progesterone **N**
	Estradiol/Norethindrone Acetate	Menostar Patch, Transdermal Weekly **SL**
	Estratest	Premarin
	Estring **SL**	Premphase
	Evamist	Prempro
	Prefest	Prochieve **N**
	Vagifem	
	Vivelle **SL**	
	Vivelle-Dot **SL**	

Additional Level 3 Drugs with a generic equivalent in Level 1

Accupril (Quinapril)
Acular, Acular LS **SL** (Ketorolac Tromethamine **SL**)
Adderall (Amphetamine with Dextroamphetamine Salt Combination)
Aldactone (Spironolactone)
Altace (Ramipril)
Amaryl (Glimepiride)
Ambien **SL** (Zolpidem **SL**)
Aricept (Donepezil)
Ativan (Lorazepam)
Augmentin ES (Amoxicillin with Potassium Clavulanate)
Biaxin Tablet (Clarithromycin Tablet)
Buspar (Buspirone)
Calan, Calan SR (Verapamil)
Capoten (Captopril)
Cardizem CD except for 360 mg strength (Diltiazem Sustained-Release 24 Hour Capsule)
Cardura (Doxazosin)
Ceftin (Cefuroxime)
Cefzil (Cefprozil)
Celexa (Citalopram)
Ciloxan Eye Drops (Ciprofloxacin)
Cipro (Ciprofloxacin)
Cleocin T (Clindamycin Gel, Lotion, Solution, Swabs)
Clozaril (Clozapine)
Colazal (Balsalazide)
Colestid (Colestipol)
Coreg (Carvedilol)
DDAVP (Desmopressin)
Depo-Provera **MC** (Medroxyprogesterone Acetate 150 mg/ml **MC**)
DiaBeta, Micronase, Glynase (Glyburide)
Didronel (Etidronate Disodium)
Diflucan (Fluconazole)
Ditropan XL (Oxybutynin Chloride Tablet, Sustained-Release)
Flomax (Tamulosin)
Flonase **SL** (Fluticasone Nasal Spray **SL**)
Floxin Otic (Ofloxacin Otic Drops)
Fosamax **SL** (Alendronate **SL**)
Glucophage, XR (Metformin)
Hytrin (Terazosin)
Imitrex **SL** (Sumatriptan Succinate **SL**)
Inderal (Propranolol)
Keflex (Cephalexin)
Keppra (Levetiracetam)
Lamictal (Lamotrigine)
Lamisil Tablet **SL** (Terbinafine Tablet **SL**)
Lasix (Furosemide)
Levaquin (Levofloxacin)
Lopid (Gemfibrozil)
Lopressor (Metoprolol)
Mavik **½T** (Trandolapril **½T**)
Mobic (Meloxicam)
Monopril (Fosinopril)
Motrin (Ibuprofen) - Prescription strengths only
Naprosyn (Naproxen) - Prescription strengths only
Norvasc (Amlodipine Besylate)
Ocuflox Eye Drops (Ofloxacin)
Paxil (Paroxetine)
Penlac (Ciclopirox Solution, Non-Oral)
Plan B (Levonorgestrel)
Pletal (Cilostazol)
Pravachol **½T** (Pravastatin **½T**)
Precose (Acarbose)
Prilosec (Omeprazole)
Prinivil, Zestril (Lisinopril)
Procardia XL (Nifedipine Extended-Release)
Proscar (Finasteride)
Provera (Medroxyprogesterone)
Prozac (Fluoxetine Capsule)
Remeron (Mirtazapine)
Requip (Ropinirole)
Restoril (Temazepam)
Risperdal (Risperidone)
Ritalin (Methylphenidate)
Sonata **SL** (Zaleplon **SL**)
Tenormin (Atenolol)
Tiazac (Diltiazem)
Topamax (Topiramate)
Toprol XL 25 mg (Metoprolol Succinate Sustained-Release)
Trusopt **SL** (Dorzolamide Eye Drops **SL**)
Ultracet **SL** (Tramadol with Acetaminophen **SL**)
Ultram (Tramadol)
Valium (Diazepam)
Vicodin **SL**, Vicodin ES **SL** (Acetaminophen with Hydrocodone **SL**)
Vicoprofen (Ibuprofen with Hydrocodone)
Voltaren Tablet (Diclofenac)
Wellbutrin (Bupropion)
Xanax, Xanax XR (Alprazolam)
Zantac Syrup (Ranitidine Syrup)
Ziac (Bisoprolol with Hydrochlorothiazide)
Zithromax (Azithromycin)
Zocor **½T** (Simvastatin **½T**)
Zofran (Ondansetron)
Zoloft **½T** (Sertraline **½T**)
Zonegran (Zonisamide)
Zovirax Capsule, Tablet, Suspension (Acyclovir)

For more information about your prescription drug benefits call The Plan toll free at 1-877-7-NYSHIP (1-877-769-7447) and choose The Empire Plan Prescription Drug Program. You can also access information on the New York State Department of Civil Service web site at **https://www.cs.ny.gov**, select Benefit Programs, and then NYSHIP Online. If this is your first visit to the site, you will be asked to provide information on the following two screens. Select Participating Agency and press Continue, then choose PA Excelsior Plan and press Continue to find your group-specific NYSHIP Online homepage. Select Using Your Benefits and scroll down to the 2012 Three-Level Preferred Drug List Reference Guide.

Some medications are noted with the symbols below. Your benefit plan determines how these medications may be covered for you.

½T Eligible for Half Tablet Program **E** Excluded from coverage **MC** Multiple copay applies **N** Notification required (Prior Authorization) **RS** May be eligible for Refill and Save Program **SL** Supply limit

Generic Appeals Report - NYS Empire Plan

Period:

		Approvals				Denials			From Inception of Contract to Date	
Therapeutic Category / Label Name	Reviews Requested	Original	Preapproval / Renewals	Appeal	Approval Rate %	Original	Preapproval / Renewals	Appeal	Total Scripts Dispensed DAW	Total Approvals
Category Sub Total										
Total Q2 2012										
TOTAL YTD 2012										

Glossary of terms

Term	Definition	How It's Calculated
Approval Rate (Appr Rate)	Percentage of reviews approved in the specified reporting period. Includes original and appealed requests.	Approved Reviews (Approval Original + Approval Pre-Approval or Renewal) / Total Reviews (Approval Original + Approval Pre-Approval or Renewal + Timed Out + Denial
Approvals	Reviews evaluated to fill prescriptions as requested that were allowed within the specified reporting period. Includes original and appealed requests.	
Approvals - Appeals	Reviews re-evaluated to fill prescriptions as requested, when previously denied, and now allowed on appeal within the specified reporting period.	
Approvals - Original	Initial reviews to fill prescriptions as requested that are subsequently allowed within the specified reporting period.	
Approvals - Pre-approval	Authorization granted for coverage reviews initiated to fill a prescription as requested prior to actual dispensing of the prescription.	
Approvals - Renewals	Authorization granted for coverage reviews initiated to continue to fill prescriptions as requested when the prior approval period is ending.	
Denials - Appeals	The re-evaluation of a previous denial, again has not been approved.	
Denials - Original	Initial reviews to fill prescriptions as requested that are subsequently not approved within the specified reporting period.	
Denials - Pre-approval	Authorization not approved for coverage reviews initiated to continue to fill prescriptions as requested prior to dispensing transaction.	
Denials - Renewals	Authorization denied for coverage reviews initiated to continue to fill prescriptions as requested when the prior approval period is ending.	
Reviews Requested	The number of evaluations initiated to fill prescriptions as requested. Outcomes include approved, denied and timed out.	
Therapeutic Category	Classification of drugs based on their clinical uses.	

Empire Plan Prescription Drug Program
Generic Appeal Selected Statistics

	2008	2009	2010	*2011
# of Reviews Requested	2,516	1,807	1,373	924
# of Approvals - Original	2,040	1,595	1,208	777
# of Approvals - Appeal	27	14	12	0
% Approved	81.08%	88.27%	87.98%	84.10%

* 2011 data through 9/16/2011

DCS Program Mail Service Pharmacy Claims

	All Mail claims processed All benefit groups**	**Mail Specialty claims All benefit groups**
October 2010	104,250	4,328
November 2010	104,054	4,346
December 2010	103,109	4,301
January 2011	108,926	4,472
February 2011	95,013	4,061
March 2011	106,805	4,629
April 2011	101,817	4,114
May 2011	104,349	4,308
June 2011	105,259	4,477
July 2011	100,851	4,215
August 2011	104,290	4,791
September 2011	103,734	4,493
October 2011*	88,808	3,302

*Through 10/28/2011
** Includes Mail Specialty Claims

Empire Plan Prescription Drug Program
Website Statistics

	October-10	November-10	December-10	January-11	February-11	March-11
Order Status	13,343	14,111	17,206	16,786	16,605	18,744
Refills	9,320	9,382	11,014	9,780	9,085	11,405
Renewals	2,055	2,230	2,702	2,594	2,393	2,810
Pharmacy Locator	8,384	8,724	10,160	11,231	9,886	11,746
Envelopes, Forms, Temp Id	2,275	2,498	2,649	2,742	2,623	2,989
Claim Form Request	35	45	49	49	57	71
Drug Information	1,887	1,919	2,319	2,095	2,093	2,596
Account Summary	2,095	2,487	3,276	3,258	2,976	3,516

	April-11	May-11	June-11	July-11	August-11	September-11
Order Status	13,202	13,346	18,572	13,909	13,952	18,674
Refills	9,248	9,323	11,703	9,223	9,366	11,981
Renewals	2,047	2,048	2,573	2,018	1,907	2,488
Pharmacy Locator	8,836	7,958	9,431	7,147	7,422	10,525
Envelopes, Forms, Temp Id	2,195	1,952	2,334	1,701	1,889	2,061
Claim Form Request	32	18	30	23	23	28
Drug Information	1,918	2,056	2,690	1,977	1,884	2,311
Account Summary	2,527	2,301	3,007	2,392	2,411	3,189

	October-11	Total
Order Status	14,349	**96,795**
Refills	8,694	**59,986**
Renewals	1,910	**14,784**
Pharmacy Locator	8,704	**60,131**
Envelopes, Forms, Temp Id	16	**15,776**
Claim Form Request	28	**306**
Drug Information	2,106	**12,909**
Account Summary	2,899	**17,608**

Empire Plan Prescription Drug Program
Monthly Call Center Volume

Month	CSR Calls	IVRU Calls	Total Calls
October 2010	14,919	8,375	23,294
November 2010	15,776	7,829	23,605
December 2010	17,399	9,357	26,756
January 2011	20,057	10,756	30,813
February 2011	17,042	8,866	25,908
March 2011	18,036	10,040	28,076
April 2011	16,069	9,137	25,206
May 2011	15,570	9,110	24,680
June 2011	16,325	9,530	25,855
July 2011	15,261	9,324	24,585
August 2011	16,414	9,608	26,022
September 2011	16,542	9,393	25,935
October 2011	19,811	10,175	29,986
TOTAL	**219,221**	**121,500**	**340,721**

Category	Medications	Dosage After Splitting
Antihypertensives ACE inhibitors	perindopril (generic version of Aceon) moexipril (generic version of Univasc) trandolapril (generic version of Mavik)	2mg, 4mg 7.5 mg 1mg, 2mg
Antihypertensives Angiotensin receptor blockers (ARBs)	Atacand Avapro Benicar Diovan losartan (generic version of Cozaar)	4mg, 8mg, 16mg 75mg, 150mg 20mg 40mg, 80mg, 160mg 25mg, 50mg
Antidepressants	Lexapro Pexeva sertraline (generic version of Zoloft)	5mg, 10mg 10mg, 20mg 25mg, 50mg
Antiviral	valacyclovir (generic version of Valtrex)	500mg
Diabetes	Actos	15mg
Lipid-lowering medications	Crestor pravastatin sodium (generic version of Pravachol) simvastatin (generic version of Zocor)	5mg, 10mg, 20mg 10mg, 20mg, 40mg 5mg, 10mg, 20mg, 40mg
Psychotherapeutic Agents	Abilify olanzapine (generic version of Zyprexa) Seroquel	5mg, 10mg, 15mg 2.5mg, 5mg, 7.5mg, 10mg 25mg, 50mg, 100mg, 200mg
Seizure Disorder	topiramate (generic version of Topamax)	25mg, 50mg, 100mg

DCS Program

2011 Vendor Attendance - Union Events, Select Conferences, Benefit Design Information Sessions

Date	Title	Location	Vendor Attended	Event
2/4	UUP Winter Delegates Assembly	Albany, NY	UHC/Medco	Union/Other Event
3/24, 3/26	PEF Health and Safety Conference	Albany, NY	UHC/Medco	Union/Other Event
4/1, 4/3	CSEA Women's Conference	Albany, NY	UHC/Medco	Union/Other Event
5/6	UUP Spring Delegates Assembly	Albany, NY	UHC/Medco	Union/Other Event
5/20, 5/22	CSEA Spring Conference	Niagara Falls, NY	UHC/Medco	Union/Other Event
8/18, 8/21	CSEA Retiree Delegates Meeting	Niagara Falls, NY	UHC/Medco	Union/Other Event
9/11, 9/13	PEF Convention	Niagara Falls, NY	UHC/Medco	Union/Other Event
9/23	UUP Fall Delegates	Albany, NY	UHC/Medco	Union/Other Event
10/3, 10/7	CSEA Delegates Meeting	New York City, NY	UHC/Medco	Union/Other Event

NYSIF Enrollment Record						Exhibit II.O	
Item #	Field Name	Field Format	Field Length	Field Location From	To	Required (R) Optional (O)	Description of Field Values and Comments
1	Record Type	A/N	1	1	1	R	Type of eligibility record being send. Format: Value = 'W'
2	Master Carrier	A/N	4	2	5	R	Master carrier code assigned by PBM.
3	Subcarrier	A/N	4	6	9	R	Subcarrier code assigned by PBM. Identifies the client providing the claimant eligibility data.
4	Group Number	A/N	15	10	24	R	Group coverage code.
5	Claimant ID	A/N	18	25	42	R	Unique identifier, usually SSN.
6	Claimant Last Name	A/N	20	43	62	R	Last name. Modifiers such as JR, SR, etc. should follow the last name.
7	Claimant First Name	A/N	15	63	77	R	First Name
8	Claimant Middle Initial	A/N	1	78	78	O	Middle Initial.
9	Address1	A/N	40	79	118	R	Mailing Address Line 1
10	Address2	A/N	40	119	158	R	Mailing Address Line 2
11	City	A/N	20	159	178	R	City.
12	US State or Canadian Province code	A/N	2	179	180	R	For US residents, use USPS 2 character State abbreviation. 'XX' if unknown.
13	Postal Code	A/N	9	181	189	R	Zip Code. If Plus 4 digit extended ZIP is unknown, zero fill.
14	Date of Birth	A/N	8	190	197	R	Date of birth . Format = CCYYMMDD.
15	Gender Code	A/N	1	198	198	R	Gender Code. Format = M - Male; F = Female; U - Unknown.
16	Date of injury	A/N	8	199	206	R	Date of Accident. Format = CCYYMMDD
17	Termination Date	A/N	8	207	214	R	Coverage termination date. Format = CCYYMMDD. If no termination date, value = ZEROES.
18	Customer Claim Number	A/N	20	215	234	O	Unique identifier.
19	State of Jurisdiction	A/N	2	235	236	O	State in which the Workers' Compensation claim was filed.

							'NY' if New York, else blank.
20	Misc Value (subgroup)	A/N	10	237	246	O	Client specific. This field is may be used for the separation in billing reports for the group,etc. Values are established by the client. NYISF values = District Office.
21	Status Flag		1	247	247	R	Claim Status. Format: A – Approved; P - Pended; D - Disallowed;
22	Status Msg Code	A/N	2	248	249	O	Injury status,
23	Merge Claim ID	A/N	10	250	259	O	Indicates that the current record (based on claimant ID) must be merged with an existing claimant ID.
24	Client Claim Examiner	AN	10	260	269	R	Claim Manager Unique ID NYSIF - Unit number to which the claim is assigned.
25	Filler		40	270	309		Reserved for future use.
26	Short Fill Cap Amt Override	N	6	310	315	O	Indicates an override of the client's short fill cap amt (set at subcarrier). Format 999.99
27	Doctor Network	A/N	3	316	318	O	The doctor network of which the claimant is a member.
28	Short Fill Days Supply Override	N	2	319	320	O	Indicates an override of the client's short fill days supply (set at subcarrier)
29	Short Fill Number of refills override	N	1	321	321	O	Indicates an override of the client's short fill number of refills allowed (set at carrier)
30	Grace days		3	322	324	O	The number of days difference between date of injury and date of service.
31	Co-pay Amount	N	5	325	329	O	co-pay dollar amount or percentage of co-pay liability. Indicates the percentage of non NYSIF liability. The format needs to be supplied.
32	Co-pay Indicator	A/N	1	330	330	O	Indicates whether the co-pay Amount field is a dollar or percent amount. Format: D - Dollar Amount; P - Percentage. NYSIF default = P.
33	Policy number	A/N	15	331	345	O	Workers' Compensation Policy Number of the Claimant's Employer.
34	Catastrophic Indicator	A/N	1	346	346	O	
35	Filler		20	347	366	O	Reserved for future use.

36	DEA Number	A/N	50	367	416	O	Doctor DEA-number. Five occurrences of 10 characters each.
37	Drug Therapy Restriction	A/N	370	417	786	O	Therapy class . Maximum of 10 occurrences, each occurrence consists of 22 character and is defined as follows:
							Effective Date (N,8) - format CCYYMMDD
							Termination Date (N, 8) - format CCYYMMDD
							Beginning Therapy Code (A/N, 3)
							Ending Therapy Code (A/N, 3)
38	Filler	A/N	360	787	1146	O	Reserved for future use.
39	Filler	A/N	353	1147	1499	O	Reserved for future use.

Workers Comp Standard NPI Layout

FOR BILLING

TAPE SPECIFICATION GUIDELINES

All fields are fixed length. However, an option is available to produce this same format with all fields delimited using the pipe ('|') character.

The normal record size is 640 characters. An option is available to receive an expanded format with a record length of 1290 bytes.

Numeric fields designated with a 'D' in the 'FIELD FORMAT' column have a sign byte in the first position. The field should be assumed positive unless the sign byte contains '-' (negative). In addition, these fields contain decimal positions which will always appear in the data. No implied decimal positions will be used.

TAPE RECORD FORMAT

The following CLAIM TAPE FORMAT is usedto submit claims for payment.

CLAIM TAPE RECORD OVERVIEW:

PROCESSOR RECORD

identifies the sender of the claim tape. One per tape.

CLAIM RECORD

contains the necessary data elements that are required for payment.
One record for each claim to be processed.

TAPE BATCH CONTROL RECORD

summarizes the total number of claims on the tape and ensures that all data has been received. One per tape.

CLAIM TAPE RECORD SEQUENCE:

-Beginning of File

-Processor Record - (one per tape)

-Claim Record(s) - (one record for each claim to be processed)

-Tape Batch Control Record - (one per tape)

-End of File

0 = PROCESSOR RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM / TO		DEFINITION OF FIELD VALUE/COMMENTS
1	Record Identifier	N	1	1	1	0=Processor Record
2	Processor Number	N	10	2	11	This number is assigned by NCPDP to identify the source of the tape, i.e. Pharmacy, Wholesaler, Hospital, Service Bureau, etc. ***: will contain a value of 0000003858***
3	Billing Date	N	8	12	19	The date of the billing. Format=CCYYMMDD
4	Processor Name	A/N	20	20	39	Processor Name
5	Processor Address	A/N	20	40	59	Processor Address
6	Processor Location City	A/N	18	60	77	Processor City
7	Processor Location State	A/N	2	78	79	Processor State
8	Processor Zip Code	A/N	9	80	88	Processor Zip Code
9	Processor Telephone Number	N	10	89	98	Telephone Number Format=AAAEEENNNN AAA=Area Code EEE=Exchange Code NNNN=Number
10	Run Date	N	8	99	106	Date on which tape was generated by carrier. Format=CCYYMMDD

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM - TO		DEFINITION OF FIELD VALUE/COMMENTS
11	Record Identifier	N	1	1	1	4=Claim Record
12	Processor Number	N	10	2	11	This number is assigned by NCPDP to identify the source of the tape, i.e. Pharmacy, Wholesaler, Hospital, Service Bureau, etc.
13	Billing Date	N	8	12	19	The date of the billing. Format=CCYYMMDD
14	Pharmacy Number	A/N	12	20	31	ID assigned to a pharmacy
15	Pharmacy Name	A/N	20	32	51	Name of Pharmacy
16	Pharmacy Address	A/N	20	52	71	Address of Pharmacy
17	Pharmacy Location City	A/N	18	72	89	City of Pharmacy
18	Pharmacy Location State	A/N	2	90	91	State of Pharmacy
19	Pharmacy Zip Code	A/N	9	92	100	Zip Code of Pharmacy Expanded
20	Pharmacy Telephone Number	A/N	10	101	110	Telephone Number of Pharmacy Format=AAAEEENNNN AAA=Area Code EEE=Exchange Code NNNN=Number
21	Provider Federal Tax ID	N	9	111	119	Assigned by Federal Agency
22	Prescription Number	N	7	120	126	Prescription Number assign by the Pharmacy
23	Date Filled	N	8	127	134	Dispensing Date of Rx Format=CCYYMMDD
24	NDC Number	N	11	135	145	For Legend Compounds Use: 99999999999 Schedule II: 99999999992 Schedule III: 99999999993 Schedule IV: 99999999994 Schedule V: 99999999995 Compounds: 99999999996
25	Drug Description	A/N	30	146	175	Necessary for Compounds and those items not in carrier drug file
26	New/Refill Code	N	2	176	177	00=New Prescription 01-99=Number of Refill
27	Metric Quantity	N	5	178	182	Number of metric units of medication dispensed
28	Days Supply	N	3	183	185	Estimated Number of Days the prescription will last

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM	- TO	DEFINITION OF FIELD VALUE/COMMENTS
29	Basis of Cost Determination	A/N	2	186	187	00=Not Specified 01=AWP 02=Local Wholesaler 03=Direct 04=EAC 05=Acquisition 06=MAC 6X=Brand Medically Necessary 07=Usual and Customary 08=Unit Cost 09=Other ***BL = Base Line (only)***
30	Ingredient Cost	D	10	188	197	Cost of the drug dispensed
31	Dispensing Fee	D	10	198	207	Contracted dispensing fee
32	Co-Pay Amount	D	10	208	217	Correct Co-Pay for plan billed
33	Sales Tax	D	10	218	227	Sales Tax for the prescription dispensed
34	Amount Billed	D	10	228	237	Amount due net of copay
35	Admin-Fee	D	10	238	247	Contracted administrative fee
36	Patient First Name	A/N	12	248	259	First Name of Patient
37	Patient Last Name	A/N	15	260	274	Last Name of Patient
38	Patient Middle Initial	A/N	1	275	275	Middle Initial of Patient
39	Date of Birth	N	8	276	283	Date of Birth of Patient. FORMAT=CCYYMMDD
40	Sex Code	N	1	284	284	0=Not Specified 1=Male 2=Female
41	Cardholder ID Number	A/N	18	285	302	ID assigned to cardholder
42	Relationship Code	N	1	303	303	1=Cardholder 2=Spouse 3=Child 4=Other
43	Group Number	A/N	15	304	318	ID assigned to cardholder group or employer group
44	Prescriber ID	A/N	10	319	328	Identification assigned to the prescriber
45	Cardholder First Name	A/N	12	329	340	Cardholder First Name
46	Cardholder Last Name	A/N	15	341	355	Cardholder Last Name

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM - TO		DEFINITION OF FIELD VALUE/COMMENTS
47	Prior Authorization/Medical Certification Code and Number	N	12	356	367	***First position values:*** 0=Not Specified 1=Prior Authorization 2=Medical Certification 3=EPSDT 4=Exemption from Co-Pay 5=Exemption from Rx Limits 6=Family Planning Indicator 7=AFDC *Remaining eleven is the actual prior authorization number*
48	Dispense As Written (DAW)/Product Selection Code	A/N	1	368	368	0=No production selection indicated 1=Substitution not allowed by prescriber 2=Substitution allowed - patient requested product dispensed 3=Substitution allowed - pharmacist selected product dispensed 4=Substitution allowed - generic drug not in stock 5=Substitution allowed - brand drug dispensed as a generic 6=Override 7=Substitution not allowed - brand drug mandated by law 8=Substitution allowed - generic drug not available in marketplace 9=Other
49	Person Code	A/N	3	369	371	ID assigned to family member
50	Compound Code	N	1	372	372	Code indicating whether or not the prescription is a compound 0=Not Specified 1=Compound 2=Not a Compound
51	Prescription Origin Code	N	1	373	373	Code indicating the origin of prescription 0=Not Specified 1=Written Prescription 2=Telephone Prescription 9=Paper Bill ***will provide value as submitted with claim***
52	Drug Type	N	1	374	374	Code to indicate the type of drug dispensed 0=Not Specified 1=Single Source Brand 2=Branded Generic 3=Generic 4=O.T.C. (Over the Counter) 5=M/S Brand
53	Full AWP	D	8	375	382	Full AWP
54	Master Carrier	A/N	4	383	386	**Code assigned by**
55	Sub-Carrier	A/N	4	387	390	**Code assigned by**

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM	– TO	DEFINITION OF FIELD VALUE/COMMENTS
56	Claim Type	A/N	1	391	391	P=Paid, R=Reversed
57	Sub-Group	A/N	20	392	411	Client defined miscellaneous value from member record
58	Plan Designator	A/N	1	412	412	Designates client plan paying claim: blank = not provided (assume pharmacy) P=pharmacy M=medical
59	Cap Amount	D	10	413	422	
60	Member_Non_Copay_ Amount	D	10	423	432	**currently only filled in for claims with member_pay_code of "06"**
61	Member_Pay_Code	A/N	2	433	434	00 - Standard Generic Co-Pay (single) 01 - Standard Brand Co-Pay (single) 02 - Multiple Generic Co-Pay (multiple months/packages) 03 - Multiple Brand Co-Pay (multiple months/packages) 04 - Pharmacy U&C (when less than standard co-pay 05 - 100% co-pay (FFS - 0 amount due) 06 - Co-Pay plus enhancement (for member paid brand/generic differential) 07 - Non-Formulary co-pay (from Auxiliary File) 08 - Deductible applied ***currently only 00 and 06 used***
62	Incentive_Fee	D	10	435	444	
63	Formulary Flag	A/N	1	445	445	blank=assumed non-formulary Y=formulary with incentive fee F=formulary without incentive fee M=Message only N=non-formulary, non-restricted P=preferred with incentive R=non-formulary, restricted
64	GCN - Generic Classification Number	A/N	14	446	459	Depending on configuration, this field is the First Data Bank GPI or the MediSpan GPI.
65	Therapeutic class - AHFS	A/N	6	460	465	
66	Pharmacy-type	A/N	1	466	466	controlled: S=staff model M=mediCal blank=network

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM	– TO	DEFINITION OF FIELD VALUE/COMMENTS
67	Billed Basis Code	A/N	2	467	468	00=Submitted 01=AWP 06=HCFA MAC 07=U&C 09- MAC 10=Pass-Thru 12=Housebrand (Baseline) 14=NO COST
68	Usual & Customary Charge	D	10	469	478	
69	Benefit Code	A/N	10	479	488	Benefit code used to adjudicate the claim.
70	Drug Strength	A/N	10	489	498	Drug Strength **takes from ndc file**
71	Original Member	A/N	2	499	500	Original Member ID
72	Reference Number	A/N	14	501	514	Internally Assigned Ref. No. 1-5 = script # (last 5) 6-8 = adjudication date (julian ddd) 9-14 = adjudication time (hhmmss)
73	License-nbr	A/N	15	515	529	Doctor license number
74	Pharmacy NPI	N	10	530	539	Pharmacy NPI Number. Optional. Will only be displayed if option turned on.
75	Pharmacy Submitted Indicator	A/N	1	540	540	L if NCPDP was submitted. N if NPI was submitted. Optional. Will only be displayed if option turned on.
76	Prescriber NPI	N	10	541	550	Doctor NPI Number. Optional. Will only be displayed if option turned on.
77	Presriber Submitted Indicator	A/N	1	551	551	L if DEA was submitted. N if NPI was submitted. Optional. Will only be displayed if option turned on.
78	Pharmacist Id	A/N	15	552	566	Pharmacist License Number (Currently only the State of Florida requires a pharmacist id).
79	Pharmacist Type	A/N	2	567	568	Pharmacist Id Qualifier . Not Specified value ' ' . DEA value '01' . State License value '02' . SSN value '03' . Name value '04' . NPI value '05' . HIN value '06' . State Issued value '07' . Other value '99'
80	Reserved Area	A/N	72	569	640	Reserved for future use

EXPANDED VERSION FOR RECORD TYPE 4 (CLAIM RECORD):

To receive this version you must put an E in Option 4 on the Billing Parameters screen. The record length will actually increase to 1290 bytes.

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM - TO		DEFINITION OF FIELD VALUE/COMMENTS
81	Date of Injury	N	8	641	648	WC Date of Injury Format=CCYYMMDD
82	Fee Amount	D	10	649	658	WC Fee Schedule Amount
83	Client Customer Id	A/N	20	659	678	WC Client's Customer No.
84	Label Id	A/N	14	679	692	WC Client's Label Id
85	Type Case	A/N	1	693	693	WC Type of Case
86	Claimant Address1	A/N	40	694	733	Claimant Address Line 1
87	Claimant Address2	A/N	40	734	773	Claimant Address Line 2
88	City	A/N	20	774	793	Claimant City
89	State or Province code	A/N	2	794	795	Claimant State
90	Postal Code	N	9	796	804	Claimant Zip Code
91	State of Jurisdiction	A	2	805	806	WC State of Jurisdiction
92	SVC BCO	A/N	3	807	809	WC Servicing BCO
93	Policy Number	A/N	14	810	823	WC Policy Number
94	Contract Number	A/N	15	824	838	WC Contract Number
95	Client Claim Examiner	A/N	10	839	848	WC Client Claim Examiner
96	Insured Name	A/N	30	849	878	WC Insured Name
97	Insured Address1	A/N	40	879	918	WC Insured Address Line 1
98	Insured Address2	A/N	40	919	958	WC Insured Address Line 2
99	Insured City	A/N	20	959	978	WC Insured City
100	Insured State	A/N	2	979	980	WC Insured State
101	Insured Zip	A/N	9	981	989	WC Insured Zip Code
102	Location Code	A/N	15	990	1004	WC Location Code
103	W/C Comm Board	A/N	25	1005	1029	WC Comm Board
104	Emp Tax ID	A/N	10	1030	1039	WC Employer Tax ID
105	Sec Mail Name	A/N	30	1040	1069	WC Secondary Mailing Name
106	Sec Mail Address1	A/N	30	1070	1099	WC Secondary Mailing Address Line 1
107	Sec Mail Address2	A/N	30	1100	1129	WC Secondary Mailing Address Line 2
108	Sec Mail City	A/N	20	1130	1149	WC Secondary Mailing City
109	Sec Mail State	A/N	2	1150	1151	WC Secondary Mailing State
110	Sec Mail Zip	A/N	9	1152	1160	WC Secondary Mailing Zip
111	Sec MailPhone	A/N	14	1161	1174	WC Secondary Phone Number

EXPANDED VERSION FOR RECORD TYPE 4 (CLAIM RECORD):

4 = CLAIM RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM – TO		DEFINITION OF FIELD VALUE/COMMENTS
112	Pharmacy Modifier	N	3	1175	1177	
113	Prescriber Last Name	A/N	15	1178	1192	
114	Company TPA	A/N	5	1193	1197	WC Client's Company-TPA
115	Policy TPA	A/N	25	1198	1222	WC Policy Number-TPA
116	Apportionment Percent	N	5	1223	1227	WC Apportionment % from wccopay-amt 999v99.
117	Doctor Phone	A/N	18	1228	1245	WC Doctor Phone
118	Doctor State	A/N	2	1246	1247	WC Doctor State
119	Adjudication Date	N	8	1248	1255	Claim Adjudication Date ccyymmdd
120	Pre-Auth ind	A/N	2	1256	1257	
121	Resub Ind	A/N	1	1258	1258	
122	Invoice Number	A/N	10	1259	1268	Generated by . Ten (10) character invoice number (8 character invoice and 2 character line number).
123	Reserved Area	A/N	22	1269	1290	Reserved for Expansion

8 = BATCH CONTROL RECORD						
MASTER SEQUENCE NUMBER	NAME OF FIELD	FIELD FORMAT	FIELD LENGTH	FIELD LOCATION FROM - TO		DEFINITION OF FIELD VALUE/COMMENTS
124	Record Identifier	N	1	1	1	8=Tape Batch Control Record
125	Processor Number	N	10	2	11	This number is assigned by NCPDP to identify the source of the tape, i.e. Pharmacy, Wholesaler, Hospital, Service Bureau, etc.
126	Billing Date	N	8	12	19	The date of the billing. Format=CCYYMMDD
127	Total Claim Count	N	8	20	27	total number of claims on tape
128	Total Billed Amount	D	12	28	39	total billed amount (including admin fee on tape)
129	Total Admin Fee	D	12	40	51	total admin fee on tape

GLOSSARY OF TERMS

The Glossary listed here is for convenience only. , Inc. accepts the following definitions as explanations of terms used in this document.

ADMINISTRATIVE FEE: The fee charged for processing each prescription claim.

AMOUNT BILLED: Net amount due for claim as specified by processor.

AWP: Average Wholesale Price. The composite wholesale prices charged on a specific commodity across the United States as listed in the First Data Bank Pricing Service.

BASIS OF COST DETERMINATION: On what basis the ingredient cost paid to the pharmacy was calculated. See Billed Basis Code for list of potential values.

BILLED BASIS CODE: Set by that indicates how the claim billing amount was calculated; values are

00 = billed at submitted
01 = billed at discounted AWP
06 = billed at HCFA MAC
07 = billed at U&C
08 = 100% Copay
09 = billed at MAC
10 = billed at cost, i.e. pass-through
12 = billed at house (i.e. brand drug billed at house generic rate)
13 = billed at submitted which was lower than contract
14 = no cost (no remit); only admin fee billed
15 = billed as replenished drug (New)

BILLED DATE: The date the bill was generated by.

CAP AMOUNT: The amount applied to a member or family cap for this claim.

CARDHOLDER ID NUMBER: See also member number. Number or id representing cardholder.

CARDHOLDER NAME: Name of Cardholder.

CLAIM COUNT: Total number of claims submitted.

CLAIM TYPE: Code indicating the type or status of a claim. Values are:

P - paid
R – reversal

COPAY AMOUNT: Amount of prescription paid by member.

COPAY OR DEDUCTIBLE: That portion of the charges for covered health services for which the carrier is not liable to pay. (See copay amount).

COMPOUND CODE: Code, as submitted by the pharmacy, indicating that the drug submitted was a compound drug.

DATE OF BIRTH: Patient's date of birth.

DATE OF INJURY: Patient's date of injury.

DATE FILLED: Date when script was filled or dispensed by the pharmacy.

DAYS SUPPLY: Number of days supply dispensed, as submitted by the pharmacy.

DISPENSE AS WRITTEN CODE - DAW: A code entered by the pharmacist at time of adjudication to indicate whether the drug was filled as written and the reason for receiving a brand drug when a generic was available.

DISPENSING FEE SUBMITTED: Pharmacy fee for service as agreed in the Provider Participation Agreement between Carrier and , Inc.

DOLLARS BILLED: Total net amount due for claims in the specified pharmacy batch.

DRUG CODE: See NDC code.

DRUG DESCRIPTION: Name of drug and strength.

DRUG GENERIC FLAG Code identifying the drug classification.

G = Brand price generic
O = Multi-source brand with generic available
M = Cross licensed single source brand - no generic available
N = Single source brand - no generic available
Y = Generic item
X = No generic indicator OTC (typically for insulin syringes, diabetic supplies and compounds)

DRUG TYPE: Contains value according to NCPDP standards. An additional value of "5" will be added to indicate multi-source brand drugs. Values will be converted from values as follows:

values of M and N will be converted to a 1
value of G will be converted to a 2
value of Y will be converted to a 3
value of X will be converted to a 4
value of O will be converted to a 5.

FEE OR MARKUP: Pharmacy fee for service as agreed in the Provider Participation Agreement between Carrier and , Inc.

GLOSSARY OF TERMS (CONTINUED)

FORMULARY FLAG: Code indicating whether a drug is part of a formulary.

blank	= nonformulary or formulary not applicable
N	= nonformulary, non-restricted
R	= nonformulary, restricted - prior auth required
Y	= formulary with an incentive fee
F	= formulary, no incentive
M	= Message only no incentive
P	= Preferred Product with an incentive fee

GCN (GENERIC CLASSIFICATION NUMBER): The Generic Code Number (GCN) is a random number representing the generic formulation. The GCN is specific to generic ingredient combination, route of administration, dosage form and drug strength. The GCN is the same for all manufacturers and/or package sizes. The number by itself has no significance. There are special GCN's to identify groups of products where the exact formulation of the drug may not be the same, but the products are considered therapeutically equivalent (e.g. multivitamins).

GROUP NUMBER: Ten (10) character group number designating group covering member.

INGREDIENT COST: Cost for the drug dispensed.

INGREDIENT COST SUBMITTED: Will contain the ingredient cost submitted by the pharmacy regardless of whether it is used to determine the claim amount; this field will not be available initially, but will be added at a later date.

INVOICE NUMBER: Generated by. Ten (10) character invoice number (8 character invoice and 2 character line number).

MASTER CARRIER: Code assigned by which typically identifies the client. It is associated with the member for which the script was filled.

MEMBER NAME: Name of the member for which script was written.

MEMBER NON COPAY AMOUNT: This is the portion of the amount paid by the member which is not considered copay. Typically this will be the amount associated with a brand/generic copay differential, the amount applied to a deductible or the amount paid once a cap has been satisfied.

MEMBER NUMBER: Eighteen (18) character member number representing member covered.

GLOSSARY OF TERMS (CONTINUED)

MEMBER PAY CODE: Identifies how the member copay was calculated; this field may not initially be available. Valid values are:

- 00 = standard generic copay
- 01 = standard brand copay
- 02 = multiple generic copay
- 03 = multiple brand copay
- 04 = pharmacy U&C (when claim amount is less than standard copay)
- 05 = fee for service benefit; 100% copay plan
- 06 = copay enhancement (i.e. member responsible for difference between brand and generic)
- 07 = nonformulary copay (when copay amount is obtained from the aux file and not the benefit)
- 08 = deductible applied

METRIC QUANTITY DISPENSED: Metric quantity of drug dispensed, as submitted by the pharmacy.

NABP: National Association of Board of Pharmacies.

NCPDP: National Council for Prescription Drug Programs: Founded in 1976. Office located in Phoenix, Arizona.

NABP NUMBER: will provide the value as supplied by the pharmacy on the claim record. It identifies the pharmacy which filled a script.

NDC NUMBER: Eleven (11) character drug code comprised of three (3) components:

Right Justified zero filled fields.
1 - 5 Manufacturer's label
6 - 9 Product
10 - 11 Package size

NEW-REFILL CODE: Designates whether prescription is a new one or a refill.

PATIENT NAME: Name of person receiving script.

PERSON CODE: A suffix associated with the member receiving the script. Designates person covered who is involved in claim.

PHARMACIST ID: Pharmacist license number (Currently only the state of Florida requires a pharmacist license number for RX claims).

GLOSSARY OF TERMS (CONTINUED)

PHARMACIST TYPE: Pharmacist Id Qualifier

- . Not Specified value ' '
- . DEA value '01'
- . State License value '02'
- . SSN value '03'
- . Name value '04'
- . NPI value '05'
- . HIN value '06'
- . State Issued value '07'
- . Other value '99'

PHARMACY TYPE: Identifies the type of pharmacy that filled the script. Values are:

space = network
M = MediCal
S = Staff model

PHARMACY ADDRESS: Street address of the pharmacy.

PHARMACY FEDERAL TAX ID: The tax identification number for the pharmacy which filled a script. will provide if available.

PHARMACY LOCATION: City and State of pharmacy.

PHARMACY NAME: Name of Pharmacy.

PHARMACY NUMBER: Seven (7) digit code uniquely qualifying pharmacy involved in claim:

a. The first two (2) digits are a numeric code assigned by NABP designating the state in which the pharmacy is located.

b. The next four (5) digits are a numeric code assigned by NABP designating the representing pharmacy within state.

PHARMACY LOCATION STATE: Two (2) position number designating state in which pharmacy is located.

PHARMACY TELEPHONE NUMBER: Telephone number of pharmacy.

PLAN DESIGNATOR: One (1) position character designating the plan by which the script is funded; valid values are Pharmacy claim (P or space) or a Medical claim (M).

PRESCRIBER ID: Identification code associated with the doctor who wrote the script, as submitted by the pharmacy. This typically is the DEA number associated with the doctor.

PRESCRIPTION NUMBER: Seven (7) digit alphanumeric prescription number, relating to drug dispenser (Rx number)).

PRESCRIPTION ORIGIN CODE: A code indicating the source for a script. The code will be the value as supplied with the claim. Values are:

0 - 5 network
7 - member submitted, non-participating pharmacy
8 - mail order claim submitted by member
9 - member submitted, participating pharmacy

PRIOR AUTHORIZATION NUMBER: A code associated with a previously rejected claim indicating that the claim was authorized for payment.

PROCESSOR ADDRESS: Street address of Processor. "14000 RIVERPORT DRIVE"

PROCESSOR NAME: Name of Processor. ", INC."

PROCESSOR NUMBER: Number assigned by NCPDP to identify source of the tape. 003858

PROCESSOR LOCATION: City and State of Processor. "MARYLAND HEIGHTS, MO".

PROCESSOR TELEPHONE NUMBER: Telephone number of Processor. "314-770-1666"

PROFESSIONAL OR DISPENSING FEE: Amount paid for service rendered by pharmacy.

PROVIDER: An organization or institution certified to provide pharmacy services directly to the patient and receives payment from the program administrators, i.e., pharmacies or an owner of pharmacies.

RECORD IDENTIFIER: Indicates a type of claim or payment tape record. See File Layout for the identifier types, their use and layouts.

RELATIONSHIP CODE: One (1) digit code to show relationship of person involved in claim. Supplied by the pharmacy along with the claim.

RUN DATE: Date on which claim file was generated.

SALES TAX: Tax paid on prescription where applicable.

SEX CODE: Sex of person covered in claim.

SUBCARRIER: Code assigned by which is affiliated to the member for which the script was filled.

SUBGROUP: A ten (10) character field associated with the member for which the script was filled. The definition and contents of this field is defined by the client.

TAX: Tax paid on prescription where applicable.

THERAPEUTIC CLASS/AHFS CODE: The Therapeutic Class Code, AHFS identifies the pharmacological therapeutic category of the drug product according to the American Hospital Formulary

GLOSSARY OF TERMS (CONTINUED)

Service (AHFS) classification system. An AHFS code has been assigned for each formulary record whether or not the drug product is in the AHFS.

USUAL & CUSTOMARY CHARGE: The amount, as submitted by the pharmacy, that the pharmacy typically charges for the quantity of the drug dispensed.

NYSIF Rebate and Catch Up Rebate File Layout & Naming Conventions – Exhibit II.Q

Header Record				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A/N	3	1-3	Value: ESI
File Creation Date	N	8	4-11	Format: CCYYMMDD
Billing Quarter	N	6	12-17	Format: CCYYQQ. QQ=quarter. Ex: 02 = 2nd qtr

Detail Record				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Bill Date	N	8	1-8	Date Bill Created. Format: CCYYMMDD
Pharmacy NABP	A/N	12	9-23	Id assigned to a pharmacy
Pharmacy Name	A/N	20	24-40	Name of Pharmacy
Pharmacy Address 1	A/N	20	41-60	Address of Pharmacy
Pharmacy City	A/N	18	61-78	City of Pharmacy
Pharmacy State	A/N	2	79-80	State of Pharmacy
Pharmacy Zip	A/N	9	81-89	Zip Code of Pharmacy
Pharmacy Phone **(Not Required)**	N	10	90-99	Telephone of Pharmacy. Format AAAEEENNN
Prescription Number	N	7	100-106	Prescription Number assigned by the pharmacy
Fill Date	N	8	107-114	Dispensing Date of Rx. Format CCYYMMDD
NDC	N	11	115-125	
Drug Description	A/N	30	126-155	
New Refill Code **(Not Required)**	N	2	156-157	00=new prescription, 01-99 = Number of refills
Metric Quantity	N	5	158-162	Number of metric units of medication dispensed
Days Supply	N	3	163-165	Estimated Number of days the prescription will last
Ingredient Cost	D	10	166-175	Cost of the drug dispensed
Dispensing Fee	D	10	176-185	Contracted dispensing fee
Co Pay **(Not Required)**	D	10	186-195	Correct Co-pay for plan billed
Tax **(Not Required)**	D	10	196-205	Sales tax for the prescription dispensed
Amount Billed	D	10	206-215	Amount due net of co pay
Member First Name	A/N	12	216-227	First name of patient
Member Last Name	A/N	15	228-242	Last name of patient
Member Middle Init **(Not Required)**	A/N	1	243-243	Middle initial of patient
Member DOB **(Not Required)**	N	8	244-251	Date of Birth of patient. Format: CCYYMMDD
Member Sex Code **(Not Required)**	N	1	252-252	0=Not specified, 1=Male, 2=Female
Subscriber Id	A/N	18	253-270	Claimant SSN
Prescriber Id	A/N	10	271-280	Identification assigned to the prescriber
Submitted DAW code **(Not Required)**	A/N	1	281-281	Submitted Dispensed as Written
Adjudicated DAW code **(Not Required)**	A/N	1	282-282	Adjudicated Dispense as Written
Office Code	A/N	20	283-302	NYSIF Office
Legacy Group code	A/N	15	303-317	Id assigned to cardholder group or employer group
Legacy Group ds	A/N	15	318-332	Should be IF for NYSIF.
Claim Audit Number	A/N	14	333-346	ESI Reference Number. Unique per script. ESI Claim Number.
Injury Date	A/N	8	347-354	Accident Date. Format: CCYYMMDD
WCB Claim Id	A/N	20	355-374	WCB Claim Number
WCB Client Claim Id	N	8	375-382	NYSIF Claim Number
Rebate Amount	A/N	9(4).9(2)	383-389	Format: 9999.99

Footer Record				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A/N	3	1-3	Value: ESI
Billing Quarter	N	6	12-17	Format: CCYYQQ. QQ=quarter. Ex: 02 = 2nd qtr
Record Count	N	7	18-24	Total record count in the rebate file
Total Rebate Amount	N	9(8).9(2)	25-35	Format: 99999999.99

NYSIF Rebate and Catch Up Rebate File Layout & Naming Conventions – Exhibit II.Q

Rebate File Naming Convention				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A	4	1-4	Value: NYS.
File Type	A/N	7	5-11	Value: Rebate.
File Quarter	N	6	12-17	Format: CCYYQQ QQ=quarter. Example: 02 = 2nd qtr

Rebate Catch up File Naming Convention				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A	4	1-4	Value: NYS.
File Type	A/N	15	5-19	Format: Rebate.catchup.
File Year	N	4	20-23	Format: CCYY. Indicates the year of the rebates in the catch up file.

Rebate Report File Naming Convention				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A	4	1-4	Value: NYS.
File Type	A/N	7	5-11	Value: Rebate.
File Quarter	N	6	12-17	Format: CCYYQQ QQ=quarter. Example: 02 = 2nd qtr
File Extension	A	4	18-21	Value: xls

Rebate Catch up Report File Naming Convention				
Name of Field	**Field Format**	**Field Length**	**Field Location**	**Comments**
Processor	A	4	1-4	Value: NYS.
File Type	A/N	15	5-19	Format: Rebate.catchup.
File Year	N	4	20-23	Format: CCYY. Indicates the year of the rebates in the catch up file.
File Extension	A	4	24-27	Value: .xls

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Empire Plan Prescription Drug Program
2008 - 2011 Incurred Claims (1)

		Employee		Dependent		Total	
Year	Type of Claim	# of claims	Amount Paid	# of claims	Amount Paid	# of claims	Amount Paid
2008	Direct (Enrollee Submitted)	44,645	1,851,983	88,538	2,191,464	133,183	3,983,712
	Mail Order	776,414	152,409,076	350,118	81,678,282	1,126,532	231,013,056
	Pharmacy	7,928,871	788,091,017	4,754,119	471,362,006	12,682,990	1,237,894,439
	Total	8,749,930	942,352,076	5,192,775	555,231,752	13,942,705	1,472,891,207
2009	Direct (Enrollee Submitted)	22,906	1,495,616	82,256	2,020,540	105,162	3,516,157
	Mail Order	803,819	168,702,342	359,887	92,089,632	1,163,706	260,791,973
	Pharmacy	8,171,559	797,824,493	4,761,340	460,747,990	12,932,899	1,258,572,483
	Total	8,998,284	968,022,451	5,203,483	554,858,162	14,201,767	1,522,880,614
2010	Direct (Enrollee Submitted)	21,107	1,003,566	79,761	1,906,544	100,868	2,910,110
	Mail Order	822,209	161,405,499	369,278	82,130,374	1,191,487	243,535,873
	Pharmacy	8,423,996	790,960,363	4,792,964	449,765,561	13,216,960	1,240,725,924
	Specialty Pharmacy (3)	20,463	103,120,369	12,925	66,427,407	33,388	169,547,776
	Total	9,287,775	1,056,489,796	5,254,928	600,229,887	14,542,703	1,656,719,683
2011 (2)	Direct (Enrollee Submitted)	9,135	374,759	34,573	861,955	43,708	1,236,714
	Mail Order	613,385	119,555,512	276,652	58,928,250	890,037	178,483,762
	Pharmacy	6,396,868	595,430,921	3,756,195	344,100,302	10,153,063	939,531,223
	Specialty Pharmacy (3)	21,148	116,655,261	13,538	77,166,177	34,686	193,821,438
	Total	7,040,536	832,016,453	4,080,958	481,056,685	11,121,494	1,313,073,138

(1) Based on claims paid through September 30, 2011 and excludes COB credits and formulary rebates.
Includes Student Employee Health Plan (SEHP) claims and also, beginning in 2009, Excelsior claims.
All data represents claim data paid by current carrier.

(2) 2011 incurred claim figures represent nine months of incurred & paid claims (January 1 - September 30, 2011)

(3) Specialty Pharmacy benefits began April 1, 2010 for certain groups.

Empire Plan Prescription Drug Program
2008 - 2011 Paid Claims (1)

		Employee		Dependent		Total	
Year	Type of Claim	# of claims	Amount Paid	# of claims	Amount Paid	# of claims	Amount Paid
2008	Direct (Enrollee Submitted)	34,086	1,221,341	54,207	1,336,280	88,293	2,557,621
	Mail Order	750,221	146,819,334	338,237	78,572,972	1,088,458	225,392,306
	Pharmacy	7,673,045	763,155,078	4,583,982	454,600,395	12,257,027	1,217,755,473
	Total	8,457,352	911,195,754	4,976,426	534,509,647	13,433,778	1,445,705,401
2009	Direct (Enrollee Submitted)	25,449	1,262,900	84,267	2,003,600	109,716	3,266,500
	Mail Order	802,044	167,640,755	359,077	91,314,106	1,161,121	258,954,861
	Pharmacy	8,146,778	795,546,139	4,753,335	460,209,909	12,900,113	1,255,756,047
	Total	8,974,271	964,449,793	5,196,679	553,527,615	14,170,950	1,517,977,408
2010	Direct (Enrollee Submitted)	22,327	1,566,560	82,308	2,142,366	104,635	3,708,926
	Mail Order	821,854	162,763,225	369,213	83,367,499	1,191,067	246,130,723
	Pharmacy	8,422,109	791,983,340	4,791,829	450,069,541	13,213,938	1,242,052,881
	Specialty Pharmacy (3)	19,391	97,499,985	12,172	62,368,503	31,563	159,868,488
	Total	9,285,681	1,053,813,110	5,255,522	597,947,908	14,541,203	1,651,761,019
2011 (2)	Direct (Enrollee Submitted)	15,295	646,041	63,075	1,467,606	78,370	2,113,647
	Mail Order	629,436	122,773,884	283,830	60,572,890	913,266	183,346,774
	Pharmacy	6,544,467	608,267,558	3,854,329	352,892,109	10,398,796	961,159,667
	Specialty Pharmacy (3)	22,220	122,275,645	14,291	81,225,081	36,511	203,500,726
	Total	7,211,418	853,963,127	4,215,525	496,157,687	11,426,943	1,350,120,814

(1) Based on claims paid through September 30, 2011 and excludes COB credits and formulary rebates.
Includes Student Employee Health Plan (SEHP) claims and also, beginning in 2009, Excelsior claims.
All data represents claim data paid by current carrier.

(2) 2011 paid claim figures represent nine months of paid claims (January 1 - September 30, 2011)

(3) Specialty Pharmacy benefits began April 1, 2010 for certain groups.

Empire Plan Prescription Drug Program

Selected Financial Data

Sep-11

MONTHLY PREMIUM RATES

Effective Date of Rate	Empire Plan (1)		Student Employee Health Plan		Excelsior Plan	
	Individual	Family	Individual	Family	Individual	Family
1/1/2008	$158.96	$320.74	$25.59	$63.19	n/a	n/a
1/1/2009	$148.21	$307.13	$26.07	$68.10	$117.23	$242.94
1/1/2010	$152.37	$309.78	$26.55	$53.58	$122.87	$249.82
1/1/2011	$176.55	$356.02	$31.30	$64.54	$145.28	$292.87
10/1/2011	$171.72	$353.33	n/a	n/a	n/a	n/a
1/1/2012	$175.15	$357.73	$27.48	$64.85	$137.96	$281.78

ENROLLMENT Empire Plan (2)

	Active		Retired (3)		COBRA (4)		Total
Year	Individual	Family	Individual	Family	Individual	Family	Contracts
2008	109,458	192,345	117,488	95,372	1,572	290	516,525
2009	109,922	193,230	119,758	96,327	1,943	374	521,554
2010	112,356	190,516	124,723	97,277	2,963	621	528,456
2011	103,428	188,927	129,167	102,381	1,707	529	526,139

ENROLLMENT Excelsior Plan (1)

	Active		Retired (3)		COBRA (4)		Total
Year	Individual	Family	Individual	Family	Individual	Family	Contracts
2009	101	138	29	8	0	1	277
2010	67	75	28	8	1	1	180
2011	19	15	21	5	1	0	61

Student Employee Health Plan (SEHP) (1)

	Active			COBRA (4)		Total
Year	Individual	Family		Individual	Family	Contracts
2008	3,076	430		168	10	3,684
2009	4,111	547		189	19	4,866
2010	4,351	643		314	31	5,339
2011	4,346	710		342	44	5,442

(1) Represents the premium rates for the most common plan design (flexible formulary and speciality drug pharmacy).
(2) Represents the monthly average "with drug coverage" enrollment for the respective periods.
(3) Represents all non-actively employed, non-COBRA enrollees, ie., retirees, dependent survivors, preferred list enrollees, vestees, etc.
(4) 2010 & 2011 COBRA Individual Coverage enrollment figures include Young Adult Program enrollees.

Empire Plan Prescription Drug Program

Selected Financial Data

Sep-11

EXPERIENCE

	2008	2009	2010	2011 (1)
Premium	$1,538,219,591	1,486,982,329	1,513,185,465	$ 1,752,977,876
Paid Claims (2)	1,293,336,783	1,322,072,045	1,429,101,185	1,550,513,769
Change in Reserves	44,360,258	(1,255,143)	(41,327,545)	1,469,801
Incurred Claims	$ 1,337,697,041	$ 1,320,816,902	$ 1,387,773,640	$ 1,551,983,570
Retention	71,730,851	87,921,602	83,677,059	88,759,848
Dividend (Loss)	$ 128,791,699	$ 78,243,825	$ 41,734,766	$ 112,234,458

(1) Projected by Carrier as of September 30, 2011
(2) Includes formulary rebates.

State of New York - Empire Plan

2011 INCURRED CLAIMS BASED ON
Claim cycles through September 30, 2011

Cycle Date	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total
1/7/2011	$30,220,209												$30,220,209
1/21/2011	$66,971,923												$66,971,923
2/4/2011	$46,956,297	$17,112,214											$64,068,511
2/18/2011	$2,287,853	$66,806,884											$69,094,737
3/4/2011	$565,434	$47,042,349	$19,022,342										$66,630,125
3/18/2011	$217,714	$1,555,714	$66,224,952										$67,998,379
4/1/2011	$115,466	$381,811	$61,808,539	$4,089,216									$66,395,031
4/15/2011	$34,831	$270,560	$3,282,508	$65,391,829									$68,979,728
4/29/2011	$16,192	$81,232	$736,930	$65,295,078									$66,129,431
5/13/2011	$7,165	$69,737	$308,318	$7,115,837	$61,186,621								$68,687,678
5/27/2011	$48,152	$44,254	$230,014	$658,060	$67,513,534								$68,494,014
6/10/2011	$6,852	$33,401	$53,202	$260,372	$18,328,333	$47,484,204							$66,166,363
6/24/2011	$6,804	$29,390	$60,229	$127,076	$603,784	$66,934,636							$67,761,920
7/8/2011	$9,240	$6,827	$14,288	$57,109	$345,358	$32,815,930	$31,391,846						$64,640,599
7/22/2011	$4,373	$2,688	$2,363	$63,225	$137,973	$1,261,852	$67,228,483						$68,700,958
8/5/2011	$4,541	$4,212	$7,019	$8,052	$72,872	$273,919	$42,677,793	$25,098,593					$68,147,001
8/19/2011	$7,695	$4,694	$6,930	$17,986	$42,422	$114,337	$1,047,776	$66,657,579					$67,899,419
9/2/2011	$41,414	$39,697	$52,755	$48,385	$196,077	$227,752	$474,109	$57,645,959	$8,720,849				$67,446,997
9/16/2011	$6,274	$8,626	$5,327	$12,990	$13,952	$54,026	$153,549	$2,740,404	$64,807,096				$67,802,243
9/30/2011	$14,900	$11,643	$10,019	($763)	$5,917	$28,069	$104,195	$627,031	$70,036,859				$70,837,870
Total	**$147,543,330**	**$133,505,932**	**$151,825,736**	**$143,144,451**	**$148,446,842**	**$149,194,725**	**$143,077,751**	**$152,769,566**	**$143,564,804**	**$0**	**$0**	**$0**	**$1,313,073,138**

Please note that totals may differ due to rounding

State of New York - Empire Plan

2010 INCURRED CLAIMS BASED ON
Claim cycles through September 30, 2011

Cycle Date	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total
1/8/2010	$33,084,987												$33,084,987
1/22/2010	$63,879,114												$63,879,114
2/5/2010	$38,550,113	$24,904,584											$63,454,697
2/19/2010	($37,226)	$59,985,300											$59,948,074
3/5/2010	$418,810	$36,143,488	$26,552,976										$63,115,274
3/19/2010	$167,081	$32,036	$63,967,372										$64,166,489
4/2/2010	$50,203	$142,423	$54,438,422	$8,241,787									$62,872,835
4/16/2010	$5,346	$58,010	$1,413,306	$62,032,278									$63,508,940
4/30/2010	$36,768	$148,597	$551,724	$64,708,992									$65,446,081
5/14/2010	$4,454	$42,713	$240,522	$3,006,806	$59,852,056								$63,146,550
5/28/2010	$17,620	$29,525	$206,983	$523,692	$63,261,026								$64,038,846
6/11/2010	$5,551	$10,043	$42,783	$118,995	$9,325,817	$52,357,309							$61,860,498
6/25/2010	$5,677	$1,746	$66,173	$132,243	$636,681	$63,080,956							$63,923,476
7/9/2010	$3,550	$4,815	$18,330	$52,290	$168,506	$25,709,201	$35,624,004						$61,580,696
7/23/2010	($195)	$2,896	$28,881	$98,386	$179,654	$779,095	$62,379,786						$63,468,503
8/6/2010	$3,691	$3,145	($685)	$968	$107,299	$217,513	$37,543,587	$25,685,433					$63,560,950
8/20/2010	$10,231	($3,309)	$1,214	($3,021)	$91,749	$152,015	$742,654	$61,505,497					$62,497,029
9/3/2010	$9,724	$7,451	$19,715	$16,844	$45,208	$220,878	$460,739	$50,924,813	$12,628,494				$64,333,865
9/17/2010	($1,720)	$1,498	$3,629	$4,938	$5,093	$76,772	$108,665	$1,522,776	$60,416,833				$62,138,484
10/1/2010	$257	$2,593	($442)	$1,123	$5,262	$43,984	$65,055	$353,551	$59,844,745	$3,835,732			$64,151,859
10/15/2010	$7,532	$5,060	$2,011	$723	$1,164	($3,878)	$23,194	$142,444	$2,993,287	$61,177,098			$64,348,634
10/29/2010	$3,312	$35,646	$1,699	$2,010	$5,475	($7,916)	$63,775	$119,046	$645,261	$63,041,709			$63,910,018
11/12/2010	$2,172	$4,008	($5,126)	$5,552	$16,861	$15,912	$32,402	$130,274	$179,513	$9,104,647	$54,988,457		$64,474,672
11/26/2010	$1,009	$2,844	$2,237	$4,429	$5,084	$4,931	$4,295	$59,442	$191,847	$434,307	$60,061,714		$60,772,139
12/10/2010	$2,211	$4,025	$9,215	$9,389	$6,782	$9,040	$13,784	$57,737	$111,936	$353,298	$23,060,150	$45,036,924	$68,674,490
12/24/2010	$40,668	$35,902	$24,841	$32,362	$26,791	$16,550	$25,538	$13,568	$27,178	$124,582	$480,233	$63,541,123	$64,389,335
1/7/2011	($2,738)	($13,446)	$1,314	$2,019	$3,369	$7,489	$4,016	$157	$41,776	$46,317	$169,215	$32,540,490	$32,799,979
1/21/2011	$7,518	$8,664	$9,806	$10,668	$9,340	$8,016	$12,821	$15,515	$21,069	$58,757	$124,103	$828,516	$1,114,795
2/4/2011	($11)	$2,329	$4,190	$4,950	$4,943	$5,882	$6,011	$20,821	$18,693	$30,744	$71,025	$327,503	$497,080
2/18/2011	$1,751	$3,385	$2,669	$5,478	$6,491	$9,821	$1,326	$5,688	$13,522	$70,816	$179,894	$202,100	$502,941
3/4/2011	$5,337	$3,579	$7,026	$8,271	$21,543	$10,181	$5,596	$6,591	$7,436	$22,728	$15,636	$59,881	$173,805
3/18/2011	$3,443	$5,240	$7,331	$8,806	$9,081	$9,325	$8,662	$11,214	$13,403	$23,113	$63,776	$128,730	$292,123
4/1/2011	$777	$2,583	$2,421	$6,592	$6,090	$7,660	($4,040)	$6,448	$12,973	$11,080	$7,561	$24,695	$84,839
4/15/2011	($4,376)	$1,082	($1,485)	$4,361	$1,014	($47)	$619	$1,575	$1,490	$21,819	$3,673	($8,212)	$21,512
4/29/2011	$10,942	$6,295	$10,152	$7,953	$7,046	$10,489	$8,062	$6,011	$5,633	$1,285	$4,631	$2,316	$80,817
5/13/2011	($42)	$8,580	$8,292	$8,664	$8,658	$9,362	($103)	$9,700	$10,692	$11,995	$13,111	$9,183	$98,090
5/27/2011	($10,366)	($11,212)	($15,843)	($11,384)	($1,536)	($1,689)	($644)	($3,244)	$2,305	$8,470	$5,472	$10,437	($29,236)
6/10/2011	($1,027)	($38)	$0	$0	$799	$962	$1,836	($46)	$68,681	$4,710	($119)	$3,094	$78,853
6/24/2011	$290	$295	$1,471	$654	$2,188	($181)	($562)	$1,337	($3,348)	$1,178	$2,575	$6,781	$12,678
7/8/2011	$571	$239	$756	$2,056	$1,818	($9,168)	$1,430	$3,954	$1,355	$11,257	$5,816	$12,046	$32,129
7/22/2011	($614)	($1,169)	($1,563)	($1,159)	($28,805)	($22,293)	($5,944)	($656)	$2,457	($168)	$3,279	$4,648	($51,986)
8/5/2011	($1,416)	($581)	($2,767)	($3,573)	($1,915)	($8,365)	$425	$10,286	$16,279	$3,991	($3,627)	$393	$9,130
8/19/2011	$0	($881)	($1,616)	($1,845)	($1,276)	($3,924)	($3,376)	$4,251	$6,194	$2,045	$4,745	$10,280	$14,596
9/2/2011	$7,868	$11,969	$14,142	$10,083	$11,881	$14,541	$13,418	$18,907	$17,811	$22,818	$26,663	$26,722	$196,826
9/16/2011	$1,428	$1,879	$1,095	$897	$914	$1,088	$2,009	$1,608	$3,627	$3,120	$4,278	$4,249	$26,192
9/30/2011	$1,729	$1,186	$601	$1,100	$1,537	$818	$791	$1,265	$3,272	($638)	$3,957	$2,368	$17,985
Total	**$136,292,003**	**$121,635,012**	**$147,633,772**	**$139,055,375**	**$133,803,691**	**$142,722,328**	**$137,139,830**	**$140,635,962**	**$137,304,414**	**$138,426,810**	**$139,296,218**	**$142,774,267**	**$1,656,719,683**

Please note that totals may differ due to rounding

State of New York - Empire Plan

2009 INCURRED CLAIMS BASED ON
Claim cycles through September 30, 2011

Cycle Date	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
1/9/2009	$33,951,303												$33,951,303
1/23/2009	$57,085,330												$57,085,330
2/6/2009	$32,579,568	$24,582,357											$57,161,925
2/20/2009	$197,042	$56,277,543											$56,474,585
3/6/2009	$106,120	$33,020,167	$24,370,648										$57,496,935
3/20/2009	$55,248	$101,381	$57,233,470										$57,390,098
4/3/2009	$84,351	$139,867	$45,512,593	$12,525,703									$58,262,515
4/17/2009	$10,651	$73,621	$231,953	$56,040,932									$56,357,158
5/1/2009	$24,025	$105,002	$163,158	$54,178,536	$3,837,967								$58,308,688
5/15/2009	$115,186	$86,190	$94,325	$771,452	$58,049,050								$59,116,204
5/29/2009	$10,383	($4,026)	$33,122	$162,348	$56,655,158								$56,856,985
6/12/2009	$22,791	$14,205	$16,981	$107,037	$5,841,161	$53,844,328							$59,846,503
6/26/2009	$11,785	$53,751	$48,096	$50,833	$179,457	$57,776,512							$58,120,433
7/10/2009	$4,465	$638	$20,592	$43,531	$50,295	$16,759,773	$40,071,106						$56,950,400
7/24/2009	$1,262	$17,717	$1,225	$13,936	$25,119	$96,247	$57,040,257						$57,195,764
8/7/2009	$10,806	$11,601	$53,188	$13,797	$43,757	$126,391	$30,064,541	$27,929,235					$58,253,316
8/21/2009	$2,861	$4,555	$65,757	$114,789	$76,989	$52,088	($3,566)	$57,780,353					$58,093,826
9/4/2009	$19,274	$25,411	$15,447	$15,628	$133,474	$158,420	$310,071	$40,507,744	$18,124,071				$59,309,539
9/18/2009	$2,749	$2,755	$1,298	$6,674	$14,505	$57,382	$70,241	($574,650)	$57,202,518				$56,783,473
10/2/2009	$9,073	$10,502	$7,294	$4,101	$1,925	$23,540	$90,396	$169,428	$51,194,468	$8,825,687			$60,336,413
10/16/2009	($92)	$3,153	($44)	($7,254)	$1,840	$3,354	$36,423	$70,363	$349,745	$58,979,585			$59,437,073
10/30/2009	$21,548	$24,364	$30,173	$25,776	$31,481	$9,994	$42,156	$126,011	$202,274	$59,877,268			$60,391,045
11/13/2009	($139)	($2,137)	$474	$744	$3,162	$4,103	$9,187	$26,388	$68,909	$4,232,924	$57,063,490		$61,407,105
11/27/2009	($2,713)	$887	($2,577)	($3,389)	($1,676)	$2,765	$5,815	$48,106	$141,261	$251,169	$56,393,213		$56,832,860
12/11/2009	($1,267)	$1,825	($810)	($1,327)	$1,965	($1,696)	($10,796)	$1,237	$23,980	$168,263	$13,537,756	$49,783,530	$63,502,659
12/25/2009	$2,696	$1,460	$146	$186	$3,059	$3,655	$10,067	$8,263	$16,816	$76,426	$66,440	$57,038,692	$57,227,906
1/8/2010	$2,964	$2,984	$4,602	$9,027	$4,704	$6,161	$23,309	$9,226	$25,706	$99,957	$90,582	$27,909,131	$28,188,354
1/22/2010	$6,623	$3,908	$8,361	$7,599	$3,426	$6,994	$5,404	$10,727	$11,921	$33,680	$86,426	$219,607	$404,677
2/5/2010	$22,326	$31,949	$52,310	$52,051	$97,717	$55,226	$52,975	$18,207	$19,836	$15,984	$72,691	$159,618	$650,890
2/19/2010	$10,864	$3,942	($2,531)	$5,638	($28,226)	($6,239)	($6,105)	$28,422	$31,179	$10,865	$14,812	$51,730	$114,352
3/5/2010	$6,393	$7,670	$9,542	$11,532	$7,859	$7,364	$6,697	$3,708	$8,243	$14,342	$51,341	$56,179	$190,869
3/19/2010	$14,297	$9,511	$15,924	$13,608	$3,296	$22,631	$19,112	$19,682	$15,229	$11,048	$43,452	$138,070	$325,861
4/2/2010	$3,123	$4,350	$3,629	$2,597	$4,114	$5,049	$5,739	$6,889	$6,552	$11,822	$6,600	$14,503	$74,967
4/16/2010	$2,942	$2,318	$1,242	$4,327	$751	$1,486	$4,416	($2,930)	$1,283	$5,022	$1,326	$11,647	$33,831
4/30/2010	$946	$1,757	$1,568	$1,684	$4,139	$5,024	$5,123	$2,762	$14,229	$9,071	$19,959	$23,643	$89,906
5/14/2010	$747	$950	$1,071	$713	$4,080	$3,665	$449	($4,431)	($473)	($5,025)	($8,339)	($4,702)	($11,295)
5/28/2010	$1,916	$823	$3,486	$781	$1,862	$5,174	$1,418	$3,712	$8,002	$8,589	$9,949	$12,610	$58,321
6/11/2010	($2,807)	($1,160)	($209)	$606	$538	$1,199	$1,397	$2,281	$1,256	$1,644	$949	$7,651	$13,346
6/25/2010	$64	$33	($89)	$445	($84)	$65	$3,490	$1,242	$2,924	$3,036	$1,766	$3,170	$16,062
7/9/2010	($69)	($47)	($33)	($132)	($1,905)	$12	$74	($522)	($834)	$1,755	($2,164)	$261	($3,606)
7/23/2010	($2,296)	($148)	$273	($5,170)	($4,797)	($4,477)	($5,021)	$827	($1,613)	($274)	($2,651)	($11,774)	($37,121)
8/6/2010	$107	$197	$1,152	($1,608)	$2,494	$948	$104	$322	$233	$1,447	$1,495	$518	$7,409
8/20/2010	$514	$460	$205	$448	($2,453)	($3,233)	$1,062	$244	($184)	($2,574)	$599	($764)	($5,676)
9/3/2010	$826	$6,686	$2,398	$983	$7,582	$2,375	$2,393	$1,208	$2,706	$3,792	$4,161	$7,493	$42,602
9/17/2010	$4,856	$3,818	$3,688	$3,272	$4,187	($1,058)	($2,482)	($7,671)	($1,782)	$1,976	($1,828)	($1,607)	$5,367
10/1/2010	$229	$142	$35	$305	$601	($301)	($1,557)	($4,531)	($1,508)	$1,405	($2,942)	$1,208	($6,915)
10/15/2010	$5,138	$4,451	$3,878	$4,129	$6,651	$9,842	$10,076	$11,067	$6,922	$5,125	$9,549	$7,690	$84,517
10/29/2010	$3,805	$114	$209	$1,907	($508)	$81	$295	($772)	($1,325)	$2,141	$6,223	$4,631	$16,800
11/12/2010	($453)	$3,541	$648	$2,321	$3,632	$2,244	$3,810	$6,011	$6,769	$4,046	$3,818	$567	$36,955
11/26/2010	$976	$670	$1,722	$932	($1,712)	$1,362	$1,793	$1,561	$1,192	$1,932	$2,654	$2,602	$15,682
12/10/2010	$20	($234)	$155	$221	$287	($192)	($149)	$28	$251	$155	$5,044	$2,792	$8,382
12/24/2010	$15,023	$10,534	$10,403	$8,633	$8,204	$12,767	$1,811	$8,335	$5,369	$55,347	$46,469	$43,741	$226,634
1/7/2011	($393)	($785)	$69	$0	$109	$0	($299)	$0	$0	($4,041)	($3,317)	($6,144)	($14,801)
1/21/2011	$0	$0	$0	$0	($217)	$0	$0	$0	($1,591)	($1,491)	($1,155)	$1,010	($3,444)

State of New York - Empire Plan

2009 INCURRED CLAIMS BASED ON
Claim cycles through September 30, 2011

Cycle Date	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
2/4/2011	($83)	($809)	$17	$23	($468)	$161	($213)	($398)	$419	$472	($1,251)	$269	($1,862)
2/18/2011	($11,236)	$425	($841)	($11,321)	$339	$248	($151)	$456	$446	($4,111)	$229	$582	($24,933)
3/4/2011	$6,008	$6,649	$17,590	$5,622	$6,848	$14,884	$679	$1,722	$5,375	$4,390	$13,482	$1,683	$84,932
3/18/2011	$1,594	$1,104	$1,601	$1,062	$567	$509	$214	$611	$1,322	$1,614	$1,384	$1,399	$12,980
4/1/2011	$42	$132	$120	($1,041)	($576)	($151)	($1,339)	($1,431)	($1,812)	($1,231)	($495)	($159)	($7,941)
4/15/2011	$2	$2	$5	$14	$254	$281	$231	$7	$19	$4	$0	$3	$822
4/29/2011	($1,056)	$301	($2,421)	($2,833)	($3,069)	($6,684)	($1,110)	($2,879)	($1,246)	($2,290)	($811)	$138	($23,961)
5/13/2011	$8,848	$0	$7,708	$8,858	$8,977	$7,455	$8,863	$8,927	$8,737	($180)	$8,784	($395)	$76,583
5/27/2011	$391	$207	($2,243)	$245	$444	$148	$141	($2,849)	($2,441)	($5,844)	($6,870)	($8,994)	($27,664)
6/10/2011	($68)	($68)	$0	($140)	$0	$1	$0	($75)	($72)	($69)	($72)	$0	($562)
6/24/2011	$0	$0	$0	$0	$0	($72)	($72)	$0	$0	$0	$0	($72)	($215)
7/8/2011	$2	$93	$91	$0	$78	$253	$1	$2	$9	$10	$23	$395	$956
7/22/2011	$0	($275)	($424)	($596)	($477)	($440)	($347)	($417)	($2,494)	($4,935)	($316)	($266)	($10,987)
8/5/2011	$0	($90)	($270)	($347)	($317)	($454)	($534)	$5	($215)	($1,225)	$17	($496)	($3,926)
8/19/2011	$0	$10	($112)	$0	($297)	$21	($392)	$0	($386)	$0	($286)	$0	($1,442)
9/2/2011	$8,136	$7,134	$6,971	$10,172	$7,393	$7,941	$8,091	$12,263	$6,732	$9,584	$8,541	$10,388	$103,347
9/16/2011	$1,028	$571	$430	$719	$419	$1,341	$1,366	$1,420	$1,726	$2,485	$1,948	$1,977	$15,429
9/30/2011	$1,722	$1,729	$1,552	$1,223	$293	$966	$1,287	$974	$1,657	$2,732	$977	$982	$16,094
Total	**$124,438,319**	**$114,668,337**	**$128,049,986**	**$124,202,544**	**$125,095,427**	**$129,077,433**	**$127,887,949**	**$126,226,420**	**$127,502,310**	**$132,703,504**	**$127,543,651**	**$135,484,736**	**$1,522,880,614**

Please note that totals may differ due to rounding

State of New York - Empire Plan

2008 Incurred Claims based on
Claim cycles through September 30, 2011

Cycle Date	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
1/11/2008	$42,030,457												$42,030,457
1/25/2008	$57,622,328												$57,622,328
2/8/2008	$26,660,612	$30,230,097											$56,890,708
2/22/2008	$562,454	$52,818,122											$53,380,576
3/7/2008	$225,407	$29,100,996	$26,118,139										$55,444,542
3/21/2008	$88,244	$133,358	$54,657,484										$54,879,086
4/4/2008	$39,498	$123,356	$38,753,060	$16,914,701									$55,830,615
4/18/2008	$36,051	$38,056	$222,051	$55,389,053									$55,685,211
5/2/2008	$13,281	$20,364	$34,302	$47,658,995	$7,874,807								$55,601,748
5/16/2008	($17,768)	($33,068)	$73,368	$673,697	$55,033,153								$55,729,383
5/30/2008	$23,858	$20,233	$8,236	$155,950	$52,930,750								$53,139,027
6/13/2008	$26,117	$10,923	$3,852	$36,387	$4,303,394	$51,277,759							$55,658,432
6/27/2008	$14,530	$20,164	$13,413	$27,746	$98,926	$56,183,254							$56,358,033
7/11/2008	$14,953	$15,412	$4,252	$31,352	$38,331	$11,514,867	$42,523,726						$54,142,893
7/25/2008	$14,206	$7,583	$8,795	$16,655	$39,218	$58,620	$54,853,270						$54,998,347
8/8/2008	$20,872	$5,778	$4,586	$2,054	$18,281	$72,313	$24,858,148	$30,681,447					$55,663,480
8/22/2008	$2,798	$15,124	($261)	$4,294	$1,167	$22,355	$137,600	$54,534,197					$54,717,275
9/5/2008	$5,003	($8,165)	$7,316	$3,840	$8,734	$10,183	$278,091	$33,036,527	$20,754,845				$54,096,374
9/19/2008	$13,370	$8,138	$13,186	$14,990	$15,443	$27,991	$67,609	$134,521	$57,558,227				$57,853,475
10/3/2008	$1,518	($1,287)	$2,362	$12,952	$32,642	$4,472	$54,824	$118,374	$44,714,803	$12,831,329			$57,771,988
10/17/2008	($3,367)	($6,281)	($2,245)	($6,077)	$5,315	$5,916	$7,180	$33,075	$266,177	$56,474,759			$56,774,452
10/31/2008	$5,291	$7,353	$1,862	$1,073	$4,989	$4,912	$16,571	$45,372	$99,814	$57,532,460			$57,719,697
11/14/2008	$7,898	$12,868	$6,762	$9,347	$14,695	$12,566	$19,401	$24,529	$58,329	$1,533,066	$56,953,789		$58,653,251
11/28/2008	$20,952	$19,558	$28,167	$22,258	$9,090	$10,799	$27,189	$79,707	$5,271	$31,405	$54,650,798		$54,905,194
12/12/2008	$581	($3,555)	$507	$2,698	$2,897	$2,979	$1,221	$2,853	$14,261	$142,812	$6,517,695	$56,645,948	$63,330,897
12/26/2008	($3,790)	$2,053	$903	($2,342)	($5,065)	($11,426)	($12,259)	$10,407	($257)	$43,859	$207,658	$56,598,194	$56,827,933
1/9/2009	$1,891	($193)	($2,394)	($6,244)	($2,433)	($6,783)	($8,903)	($1,471)	$7,454	$35,427	$91,213	$23,082,025	$23,189,590
1/23/2009	($19,542)	$10,078	$10,728	$11,879	$12,785	$14,761	$18,875	$13,031	$16,260	$51,560	$50,644	$233,090	$424,150
2/6/2009	$9,614	$796	$10,725	$11,091	$11,718	$16,208	$16,219	$15,577	$4,400	$28,150	$17,524	$182,447	$324,468
2/20/2009	$5,679	$3,230	$7,432	$11,575	$7,252	$7,032	$5,890	$7,214	$6,787	$15,249	$21,463	$40,525	$139,328
3/6/2009	$8,493	$5,649	$8,635	$11,667	$43,313	$24,861	$15,665	$46,889	$132,985	$211,675	$175,286	$168,484	$853,601
3/20/2009	$19,931	$14,395	$22,470	$16,270	$9,076	$24,437	$154,403	$66,414	$14,865	$17,396	$5,725	$23,857	$389,239
4/3/2009	$7,821	$4,124	($1,018)	($7,286)	($8,664)	$4,657	$9,066	$7,970	$10,820	$22,718	$21,255	$32,540	$104,003
4/17/2009	$226	$1,005	($2,224)	($904)	($1,286)	($852)	($3,461)	($694)	($3,740)	($344)	($1,130)	($285)	($13,690)
5/1/2009	($9,380)	($1,744)	$1,593	$4,517	$2,661	($1,401)	($5,607)	$5,271	($352)	$11,547	$16,098	$7,327	$30,530
5/15/2009	($1,864)	($11,559)	($63)	($696)	$1,854	$1,864	$6,352	$23,153	$52,077	$8,318	($540)	$5,594	$84,491
5/29/2009	($457)	$316	$137	($3,528)	($3,316)	($1,555)	$449	$3,146	($2,397)	($1,990)	($2,247)	($1,275)	($12,718)
6/12/2009	($1,286)	($887)	($429)	($2,104)	($2,697)	($852)	($505)	($1,969)	($434)	$2,407	$28	$7,230	($1,498)
6/26/2009	$12,306	$14,219	$7,603	$9,755	$3,604	$1,573	$15,810	$8,815	($3,427)	$653	$1,896	$1,445	$74,252
7/10/2009	($533)	($5,025)	($4,163)	$1,156	$1,334	($5,447)	($4,298)	$586	($979)	($8,718)	($4,916)	($1,693)	($32,694)
7/24/2009	($1,409)	($48)	$92	($2,184)	($4,250)	($2,620)	($5,319)	($179)	($1,683)	($846)	($1,550)	$225	($19,771)
8/7/2009	$503	$412	$73	$685	$539	$889	$981	$14,569	$2,841	$3,686	$4,607	$2,829	$32,614
8/21/2009	($9,578)	($8,652)	($8,065)	($10,507)	($10,723)	($11,591)	($10,235)	$1,904	($2,588)	$1,523	$2,666	$879	($64,969)
9/4/2009	$14,976	$13,105	$16,321	$8,012	$2,856	$3,585	$26,155	$15,047	$26,563	$28,954	$23,334	$12,393	$191,300
9/18/2009	($13,411)	($2,795)	($1,159)	($387)	($5,724)	($674)	($1,684)	($1,158)	($3,265)	($2,333)	($1,049)	($22)	($33,661)
10/2/2009	$155	$617	$244	($148)	($6,197)	($67)	($251)	$585	$1,024	($2,107)	$176	$1,876	($4,094)
10/16/2009	$13,692	$18,787	$18,657	$21,237	$3,013	$1,930	$359	$243	$30	$6,088	($15)	$3,285	$87,307
10/30/2009	($348)	$155	$272	$576	($269)	$326	$766	$5,199	$4,805	$1,769	$5,190	$4,653	$23,093
11/13/2009	$0	$164	$0	$1,907	$2	($1,171)	($961)	($1,481)	$1,960	$5,089	$5,677	$428	$11,614
11/27/2009	$8,051	$6,383	$3,512	$136	$6,241	($181)	$5,943	($1,108)	$4,745	$8,576	$2,935	$230	$45,462
12/11/2009	($178)	$0	$48	$171	$3	$2,543	$485	($1,029)	($2,467)	($473)	$194	($359)	($1,062)
12/25/2009	$343	$343	$343	$312	$270	($4,948)	$20	$235	$272	$4,648	$4,377	$270	$6,487

State of New York - Empire Plan

2008 Incurred Claims based on
Claim cycles through September 30, 2011

Cycle Date	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
1/8/2010	$0	$0	$0	$0	$364	$3	$1,329	$2,270	$1,234	$1,743	$807	$1,005	$8,756
1/22/2010	$1,377	$268	$521	$164	$0	$513	$26	$588	($365)	($304)	($2,890)	($3,465)	($3,566)
2/5/2010	($306)	($306)	$0	$108	($469)	$33	$14	$103	($41)	$113	$20	($24)	($755)
2/19/2010	$2,296	$1,825	$2,921	$4,026	$4,940	$2,627	$2,563	$3,003	$4,001	$5,551	$11,461	$20,637	$65,850
3/5/2010	$0	$0	($362)	$0	($248)	$0	$81	($682)	$123	($44)	($1,141)	($69)	($2,343)
3/19/2010	$2,503	$390	$2,360	$1,259	$1,533	$2,597	$5,649	$5,233	$7,930	$5,294	$6,455	$9,197	$50,400
4/2/2010	$0	($167)	($4,221)	($800)	($1,322)	$0	$130	$512	$323	$191	$323	$324	($4,707)
4/16/2010	$0	$0	$0	$210	$0	$0	$516	$2,026	$438	$2,026	$1,232	$401	$6,851
4/30/2010	($111)	$341	$660	$949	$1,410	$409	$3,664	$3,665	$2,435	$375	$469	($314)	$13,952
5/14/2010	$73	$18	$575	$0	$10	($25)	($3)	$12	$450	$0	$10	($417)	$702
5/28/2010	($1,443)	($605)	($838)	($1,597)	($380)	$63	$3,571	$2,150	$1,640	$3,716	$2,688	$2,770	$11,735
6/11/2010	($1,664)	$0	$0	($2)	$0	$0	$377	$0	$37	$391	$387	($11)	($485)
6/25/2010	$10	$0	$0	$0	$0	$0	$124	$43	$14	($140)	$94	($430)	($284)
7/9/2010	$0	$0	$0	$3	$0	$208	($205)	$0	$0	$0	$0	$0	$5
7/23/2010	($4)	$0	$0	($21)	$0	($33)	$6	$589	($55)	($35)	($637)	($153)	($342)
8/6/2010	$102	$39	$131	$148	$187	$95	$0	$24	$11	$35	$49	$90	$910
8/20/2010	$9	$1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10
9/3/2010	$322	$32	$2,302	($427)	$64	$265	$687	$1,346	$1,403	$335	$1,828	$928	$9,086
9/17/2010	$426	$1,048	$193	$961	$470	$91	$5,447	($3,694)	($885)	$5,423	$1,547	$2,010	$13,036
10/1/2010	$280	$426	$75	$126	$66	$242	$601	$846	$877	$539	$467	$448	$4,994
10/15/2010	$1,394	$3,094	$3,181	$4,200	$1,281	$4,771	$3,009	$3,092	$4,756	$4,633	$3,179	$5,070	$41,661
10/29/2010	$5,205	$6,953	$12,461	$5,130	$1,837	$1,951	$11	$0	$3,500	$3,220	$538	$3,956	$44,762
11/12/2010	$3,994	$6,337	$6,234	$5,252	$7,164	$7,838	$7,911	$10,534	$9,366	$8,077	$7,483	$7,506	$87,699
11/26/2010	$2,168	$1,300	$2,297	$1,755	($17)	$730	($12,378)	$1,014	$558	$1,087	$399	$221	($865)
12/10/2010	$44	$75	$1	$0	$22	$0	$15	$0	$407	$0	$15	$0	$579
12/24/2010	$12,126	$7,948	$7,723	$11,799	$2,282	$4,305	$17,965	$14,817	$10,921	$9,040	$11,474	$15,271	$125,670
1/7/2011	$36	$12	$578	$308	$0	$0	$41	$1,036	$0	$0	$58	($1,578)	$491
1/21/2011	$0	$0	$0	$0	$0	$0	($65)	$0	$0	$0	$0	$0	($65)
2/4/2011	$12	$58	$172	$156	$230	$180	$284	$181	$183	$130	$129	$169	$1,884
2/18/2011	$0	$135,820	$171,641	$171,259	$158,465	$136,204	$23	$15	$223	$97	$80	$108	$773,934
3/4/2011	($61)	$0	$0	$2,144	($61)	$0	$3,864	$3,257	$3,245	$3,243	$3,327	$7,135	$26,093
3/18/2011	$0	$0	$972	$1,760	$1,859	$2,213	$330	$391	$2,560	$495	$1,192	$307	$12,078
4/1/2011	($76)	($43)	($170)	($98)	($92)	($339)	($1,337)	($504)	$24	$37	$5	$0	($2,593)
4/15/2011	$4	$2	$0	$93	$1,016	$500	$13	$8	$1	$7	$0	$0	$1,643
4/29/2011	$0	$0	$0	$0	$214	$49	$43	($53)	$0	$0	($62)	$1,185	$1,376
5/13/2011	$0	$0	$0	$0	$0	$5,567	$8,344	$0	$8,848	$0	$8,848	$8,848	$40,455
5/27/2011	($89)	($245)	$0	($5)	($10)	$82	($404)	$696	$272	$9,247	$372	$249	$10,165
6/10/2011	$0	$0	$0	$0	$0	$0	$0	($67)	$0	($67)	($67)	$0	($200)
6/24/2011	$0	$0	$0	$0	$0	$2,777	$0	$0	$0	$0	$0	($67)	$2,710
7/8/2011	$0	$0	$0	$0	$0	$0	$152	$326	$123	$14	$132	$135	$881
7/22/2011	$0	$0	$0	$0	($93)	($300)	$0	$0	$0	$0	$0	$0	($393)
8/5/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$798	$4	$3	$805
8/19/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9/2/2011	$0	$0	$0	$0	$0	$0	$0	($4,701)	($3,889)	$1,253	$1,085	$9,103	$2,850
9/16/2011	$0	$0	$0	$0	$0	$0	$0	$59	$1,498	$1,782	$1,672	$946	$5,957
9/30/2011	$0	$0	$0	$0	$0	$0	$0	$0	$986	$3,018	$2,159	$889	$7,051
Total	**$127,499,676**	**$112,784,679**	**$120,258,871**	**$121,255,443**	**$120,668,450**	**$119,437,699**	**$123,121,183**	**$118,975,903**	**$123,801,174**	**$129,109,632**	**$118,833,972**	**$137,144,524**	**$1,472,891,207**

Please note that totals may differ due to rounding.

State of New York - Empire Plan

2007 Incurred Claims based on
Claim cycles through January 24, 2011

Cycle Date	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
1/9/2007	$34,141,189												$34,141,189
1/24/2007	$55,638,473												$55,638,473
2/9/2007	$26,169,393	$33,980,940											$60,150,333
2/24/2007	($89,152)	$51,642,198											$51,553,047
3/9/2007	$72,741	$15,820,908	$33,975,835										$49,869,484
3/24/2007	$1,303	$44,780	$53,518,624										$53,564,707
4/9/2007	$6,243	$9,402	$26,452,376	$31,345,511									$57,813,532
4/24/2007	$8,349	$21,805	($148,722)	$56,350,143									$56,231,575
5/9/2007	$26,217	$63,063	$31,925	$22,169,867	$35,019,577								$57,310,649
5/24/2007	$7,019	($14,769)	$2,212	($130,296)	$56,617,439								$56,481,606
6/9/2007	$6,575	$12,030	$27,211	$26,993	$23,577,517	$32,908,485							$56,558,812
6/24/2007	$7,641	$4,738	$13,218	$24,205	($58,753)	$52,997,818							$52,988,868
7/9/2007	$4,233	$9,097	$127,909	$21,140	$20,613	$25,292,297	$30,586,908						$56,062,197
7/24/2007	$9,105	$4,247	$9,250	($4,828)	($2,487)	($139,683)	$56,610,426						$56,486,028
8/9/2007	$6,875	$8,618	$8,139	$4,376	$4,429	($14,122)	$25,809,736	$34,579,084					$60,407,134
8/24/2007	$10,155	$4,759	$16,235	$4,000	$1,128	$5,576	($76,342)	$55,053,075					$55,018,585
9/9/2007	($19)	$1,997	$4,265	$8,058	$15,553	$14,940	($1,294)	$25,901,873	$28,582,290				$54,527,663
9/24/2007	$2,670	$4,943	$7,054	$8,720	$1,947	$18,082	$22,400	($61,717)	$58,169,611				$58,173,709
10/9/2007	$2,995	$1,905	$4,056	$828	$34,707	$50,098	$47,608	($12,747)	$21,506,018	$36,484,493			$58,119,961
10/24/2007	$914	$2,048	$4,381	$1,641	$5,901	$25,428	$17,911	$8,434	($108,247)	$57,449,319			$57,407,731
11/9/2007	$215	($394)	$1,913	$11,382	$5,583	$4,826	$5,704	$4,754	$7,959	$26,414,179	$36,122,431		$62,578,552
11/24/2007	$1,280	$2,733	$2,875	$4,260	$6,377	$8,417	$1,074	$4,149	$1,899	($106,340)	$53,236,075		$53,162,800
12/9/2007	($337)	($689)	$2,576	$2,139	$895	$3,054	$3,390	$4,039	$5,714	($5,905)	$26,674,052	$32,353,881	$59,042,808
12/24/2007	($1,376)	($3,263)	($2,223)	($1,336)	($1,527)	$2,085	$4,008	$118	$7,537	($1,359)	($105,876)	$61,297,084	$61,193,871
1/9/2008	($4,342)	$1,482	$1,676	$3,966	($3,221)	$5,751	($106)	$7,844	$10,478	$54,814	$41	$24,762,596	$24,840,979
1/24/2008	($6,366)	($2,858)	($2,587)	($3,909)	$1,665	$1,849	$5,497	$13,421	$14,061	$21,408	$10,449	($105,857)	($53,228)
2/9/2008	$9,780	$2,243	$9,814	$10,892	$13,668	$12,240	$11,765	$13,142	$16,666	$19,217	$11,258	($8,306)	$122,379
2/24/2008	$3,461	$6,666	$8,825	$7,716	$8,673	$8,993	$13,420	$15,293	$19,916	$16,997	$15,265	$14,711	$139,937
3/9/2008	$5,276	$6,315	$6,469	$6,142	$6,907	$7,721	$7,015	$6,343	$6,906	$6,324	$7,748	$9,158	$82,324
3/24/2008	$201,583	$195,880	$205,297	$195,277	$217,616	$175,658	$214,107	$193,279	$68,580	$10,783	$10,090	($1,805)	$1,686,347
4/9/2008	$17,790	$21,096	$19,370	$15,604	$12,247	$8,609	$12,617	$16,229	$21,202	$23,046	$10,923	$6,216	$184,947
4/24/2008	($12,651)	($9,975)	($14,526)	($1,169)	($1,265)	($2,273)	($4,165)	($1,512)	($2,035)	($2,390)	($713)	($1,297)	($53,970)
5/9/2008	$2,609	$2,468	$2,985	$3,096	$4,970	$5,742	$6,903	$10,659	$7,910	$18,582	$27,656	$27,330	$120,910
5/24/2008	$12,719	$11,003	$9,946	$6,970	$7,752	$3,944	$8,209	$9,158	$24,453	$29,217	$32,524	$45,785	$201,682
6/9/2008	$297	$436	$191	$680	$372	$402	$21,559	$3,910	$6,686	$4,120	$371	($501)	$38,521
6/24/2008	$1,121	$542	$524	$237	$517	$452	$1,743	$590	$5,089	$12,227	$11,957	$3,916	$38,913
7/9/2008	($3,149)	$1,194	($21)	($7,311)	($4,694)	($2,891)	($5,269)	($3,530)	($71)	($101)	$244	($110)	($25,709)
7/24/2008	$72	$198	$419	$9	$1,146	$656	$333	$926	$557	$972	$2,237	$18	$7,543
8/9/2008	$730	$929	$1,336	$918	$744	$444	$241	$1,555	$2,557	$5,441	$3,358	($161,580)	($143,328)
8/24/2008	$861	$596	$127	$209	$640	$1,594	$1,638	$4,124	$2,698	$2,380	$2,969	$2,965	$20,801
9/9/2008	$5,362	$10,617	$3,852	$752	$894	$866	$1,626	$1,243	$559	($1,342)	$4,809	$19,671	$48,909
9/24/2008	$36	$242	$90	$56	$148	$532	$577	$631	$212	$1,748	($321)	$1,074	$5,023
10/9/2008	$29	$40	$1,074	$2,052	$2,128	$151	$204	$2,145	($6,830)	($1,779)	$2,270	$493	$1,976
10/24/2008	($2,755)	($1,262)	($3,525)	($3,039)	($6,038)	($3,483)	($3,944)	($1,584)	$5,825	$13,246	($4,100)	($2,602)	($13,262)
11/9/2008	($25)	$178	$128	$125	$178	$125	$170	$0	$466	$458	$44	$83	$1,932
11/24/2008	$303	$6	$223	$186	$155	$384	$531	$558	$329	$205	$695	$303	$3,878
12/9/2008	$3,936	$1,262	$3,441	$8,019	$12,547	$21,531	$11,381	$20,148	$14,479	$14,241	$20,735	$4,571	$136,292
12/24/2008	$203	$175	$151	$365	$303	($2,882)	$216	$119	$183	$174	$47	($662)	($1,609)
1/9/2009	$1,253	$1,197	$1,209	$1,197	$1,202	$2,758	$1,259	$1,471	$995	$1,273	$1,773	$1,599	$17,187
1/24/2009	$190	$296	$241	$171	$300	$17	$62	$77	$80	($108)	$331	$149	$1,806
2/9/2009	$0	$0	$0	$0	$0	$0	($3,335)	($36)	$0	$52	$762	$476	($2,081)
2/24/2009	$0	$40	($13)	$0	$30	$40	$11	$0	$20	$0	$46	$0	$173
3/9/2009	$0	$28	$0	$0	$0	$0	$21	($110)	$0	$38	$86	$181	$244
3/24/2009	$21	$93	$0	$0	$21	$21	$36	$465	$34	$162	$96	$273	$1,224

State of New York - Empire Plan

2007 Incurred Claims based on
Claim cycles through January 24, 2011

Cycle Date	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
4/9/2009	$9	$0	$215	$1,103	$954	$129	$1,307	$643	$389	$616	$1,224	$256	$6,846
4/24/2009	($98)	$0	$0	($103)	$0	$1	$341	$1	$37	$39	$274	$43	$535
5/9/2009	$0	$0	($26)	$0	$0	$154	$0	$0	$42	$44	$10	$41	$265
5/24/2009	$490	$0	$63	$8	$432	$271	$19	$0	$8	$511	$225	$676	$2,701
6/9/2009	$699	$386	$423	$477	$833	($131)	$490	$467	$381	$477	$710	$540	$5,755
6/24/2009	$291	$155	$81	$0	$0	$0	$0	$36	$185	$308	$284	$163	$1,503
7/9/2009	$25	$25	$0	$2	($1)	$0	$0	$0	$0	$0	$0	$0	$51
7/24/2009	$8,511	$7,331	$4,604	$1,914	$2,766	$3,543	$3,206	$3,173	$4,162	$5,105	$4,396	$6,981	$55,694
8/9/2009	$0	$17	$854	$1,668	$435	$308	$958	$14	$65	$404	$762	($568)	$4,917
8/24/2009	$0	$0	$29	$0	$1	($1,298)	($41)	$0	$624	$301	$150	$307	$74
9/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$274	($366)	$0	$0	($92)
9/24/2009	($90)	($2)	$0	$0	($32)	($18)	($3)	($171)	($96)	$0	$0	$0	($412)
10/9/2009	($530)	$0	($44)	$0	($29)	$0	($79)	($128)	($130)	($85)	($255)	$1,709	$431
10/24/2009	$0	$0	$0	$146	$0	$0	$0	$0	$0	$0	$0	$0	$146
11/9/2009	$0	$57	$63	($28)	$366	$421	$379	$371	($265)	$215	$360	$475	$2,415
11/24/2009	($2,118)	$0	$0	$0	$0	$0	$0	$0	$28	($210)	$0	$164,744	$162,444
12/9/2009	$45	$141	$0	$229	$123	$17	$80	$103	$147	$141	$292	$31	$1,349
12/24/2009	$273	$139	$303	$108	$375	$116	$38	$260	$306	$771	$54	$244	$2,988
1/9/2010	$3	$125	$0	$0	$0	$19	$19	$19	$0	$0	$0	$0	$186
1/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3/24/2010	$0	$0	$0	$0	$0	$0	$0	($6)	$0	$0	($35)	$0	($41)
4/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4/24/2010	($5,832)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($5,832)
5/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($387)	($387)
6/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
6/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($379)	($379)
8/9/2010	$0	$0	$4,940	$4,940	$0	$4,940	$0	$0	$2,470	$7,410	$4,940	$4,298	$33,938
8/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$72	$96	$169
9/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$3	$106	$0	$137	$246
10/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22	$22
10/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
11/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
11/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/9/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/24/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	**$116,272,724**	**$101,880,598**	**$114,327,332**	**$110,106,480**	**$115,534,727**	**$111,434,724**	**$113,342,563**	**$115,802,403**	**$108,403,419**	**$120,501,581**	**$116,113,795**	**$118,449,241**	**$1,362,169,588**

Please note that totals may differ due to rounding.

State of New York - Empire Plan

2006 Incurred Claims based on
Claim cycles through January 24, 2011

Cycle Date	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Total
1/9/2006	$27,248,083												$27,248,083
1/24/2006	$51,445,509												$51,445,509
2/9/2006	$23,641,332	$32,289,842											$55,931,174
2/24/2006	($44,937)	$50,026,670											$49,981,732
3/9/2006	($510)	$12,422,074	$32,003,152										$44,424,717
3/24/2006	($5,420)	($32,125)	$51,671,694										$51,634,149
4/9/2006	$48,978	$41,965	$23,855,400	$27,896,034									$51,842,376
4/24/2006	$98,260	$103,889	$32,439	$51,914,155									$52,148,743
5/9/2006	$98,720	$67,178	$66,960	$19,438,604	$34,360,343								$54,031,806
5/24/2006	$22,931	$24,207	$20,143	($40,485)	$52,618,910								$52,645,705
6/9/2006	($1,105)	$6,145	$4,478	($2,875)	$21,748,277	$33,266,465							$55,021,384
6/24/2006	$1,193	$1,687	($1,408)	$519	($70,512)	$50,808,465							$50,739,943
7/9/2006	$2,864	$3,566	$2,233	$2,605	$12,250	$23,025,838	$25,420,615						$48,469,971
7/24/2006	$21,757	$20,861	$17,385	$17,670	$31,848	$5,329	$53,046,978						$53,161,827
8/9/2006	$2,344	$6,156	$5,349	$13,826	$19,544	$21,439	$24,529,369	$32,231,142					$56,829,169
8/24/2006	$7,939	$5,367	$12,153	$17,310	$21,444	$10,280	($78,340)	$51,616,378					$51,612,531
9/9/2006	$44,310	$38,064	$24,836	$5,277	$368	$21,750	$28,933	$24,071,973	$28,679,821				$52,915,333
9/24/2006	$3,225	$1,891	$2,690	$3,041	$12,948	$9,824	$10,903	$1,433	$50,626,415				$50,672,370
10/9/2006	($2,094)	($7,780)	($3,875)	$2,577	$8,091	$1,286	$3,584	$10,456	$23,519,166	$30,297,167			$53,828,579
10/24/2006	$8,319	$2,970	$6,076	$4,477	$10,584	$5,252	$7,534	$6,377	($95,455)	$53,169,372			$53,125,506
11/9/2006	$17,852	$5,905	$12,878	$13,604	$14,629	$6,031	$9,671	$27,263	$12,850	$24,321,124	$33,624,996		$58,066,803
11/24/2006	$37,791	$23,699	$39,203	$57,178	$47,766	$26,414	$30,740	$24,017	$8,442	($135,572)	$50,842,312		$51,001,990
12/9/2006	$92,144	$85,558	$89,890	$89,087	$125,964	$134,448	$122,788	$64,146	$26,469	$25,926	$22,710,766	$31,670,732	$55,237,917
12/24/2006	$2,181	$2,102	$6,686	$5,604	$9,756	$12,006	$8,869	$11,278	$31,493	$26,113	$20,946	$53,511,189	$53,648,223
1/9/2007	$34,909	$17,600	$31,960	$36,162	$31,731	$37,399	$38,462	$30,296	$28,695	$40,171	$16,340	$22,545,048	$22,888,773
1/24/2007	$18,299	$6,226	$8,713	$25,338	$20,444	$26,751	$30,732	$12,045	$14,318	$14,358	$13,528	($79,875)	$110,876
2/9/2007	$5,908	$5,491	$6,862	$6,105	$15,591	$9,156	$7,823	$11,882	$8,288	$11,668	$15,699	$28,967	$133,440
2/24/2007	$19,549	$20,512	$19,901	$15,513	$31,436	$35,795	$52,170	$6,887	$5,762	$16,455	$17,123	$28,780	$269,881
3/9/2007	$24,631	$28,509	$12,910	$18,911	$27,421	$27,727	$31,480	$6,393	$9,549	$24,151	$78,494	$85,262	$375,437
3/24/2007	$4,586	$3,539	$4,339	$6,978	$8,121	$8,963	$7,840	$8,642	$11,924	$9,800	$14,076	$16,415	$105,223
4/9/2007	$29,023	$26,402	$28,740	$77,214	$33,953	$38,794	$37,547	$14,393	$11,826	$12,260	$16,142	$19,857	$346,151
4/24/2007	$4,277	$75	$5,451	$4,253	$2,418	$6,223	$4,443	$8,845	$8,918	$11,542	$14,883	$14,857	$86,185
5/9/2007	($1,541)	$4,877	$965	$780	($2,250)	$251	$4,224	$4,447	$6,680	$7,983	$5,707	$6,255	$38,379
5/24/2007	($1,199)	($2,026)	$742	$151	($1,334)	($2,769)	($2,443)	($699)	$2,115	$1,222	$700	($3,674)	($9,215)
6/9/2007	($2,171)	$41	($385)	($349)	($1,107)	$356	$564	($839)	$1,724	$1,287	$3,959	$1,460	$4,539
6/24/2007	$402	$210	$1,267	($3,371)	$27	($4,802)	($201)	$1,592	$370	$94	$1,118	$1,477	($1,817)
7/9/2007	$55	($458)	($397)	($260)	$185	$1,209	$1,965	$1,884	($14)	$909	$2,225	$295	$7,599
7/24/2007	$3,231	$184	$107	$48	$83	$413	$339	($10,247)	$62	$1,799	$1,467	$978	($1,535)
8/9/2007	$10,163	($1,690)	($2,570)	($3,095)	($3,573)	($3,326)	($12,340)	($1,041)	($3,293)	$1,682	($3,235)	($2,482)	($24,801)
8/24/2007	($4,793)	($3,207)	($3,175)	($441)	($3,500)	$313	($1,495)	$1,097	$2,396	$1,788	($407)	$4,541	($6,884)
9/9/2007	($159)	$538	$606	($67)	($1,119)	($969)	($1,318)	($1,897)	($1,370)	$794	($1,283)	$337	($5,909)
9/24/2007	($995)	($3,773)	($1,458)	($1,419)	($2,451)	($448)	($568)	($1,213)	($1,493)	($1,202)	($517)	($1,196)	($16,735)
10/9/2007	$1,342	$1,262	$1,236	$641	$254	$842	$491	$1,059	$1,051	$1,453	$3,626	$2,115	$15,371
10/24/2007	$415	($1,531)	$1,749	($1,118)	$142	($659)	$250	$29	($571)	($574)	($2,250)	$809	($3,311)
11/9/2007	$3,815	($380)	($996)	($3,759)	($2,611)	($4,473)	($3,135)	($2,046)	($1,035)	($6,397)	($5,255)	($2,688)	($28,960)
11/24/2007	($101)	($429)	($438)	($660)	$6	($145)	$82	$1,419	($189)	($37)	($79)	($578)	($1,148)
12/9/2007	$0	$0	$20	($536)	$140	($375)	($855)	($478)	$10,039	($625)	($241)	($380)	$6,709
12/24/2007	($353)	($734)	($1,240)	($991)	($3,367)	($2,148)	($7,545)	($4,640)	($7,458)	($3,340)	($1,689)	($7,096)	($40,601)
1/9/2008	$0	$0	$0	($67)	($182)	($6,727)	($883)	($2,912)	($595)	$3,673	($2,188)	($1,010)	($10,892)
1/24/2008	$60	($335)	($407)	($548)	($28)	($7,273)	($7,048)	($15,269)	($12,340)	($12,629)	($11,395)	($9,645)	($76,857)
2/9/2008	$69	($194)	$0	$0	$0	$252	$114	$136	($164)	($262)	$16,842	($244)	$16,549
2/24/2008	$27	$0	$0	$0	$0	($1,091)	($2,587)	($1,322)	($1,902)	($2,021)	($184)	($1,695)	($10,776)

State of New York - Empire Plan

2006 Incurred Claims based on
Claim cycles through January 24, 2011

Cycle Date	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Total
3/9/2008	$0	$0	$0	($273)	$44	$4	$0	$0	$0	($134)	$12	($46)	($393)
3/24/2008	$76,978	$63,691	$69,118	$77,799	$79,395	$81,718	$74,998	$170,537	$182,017	$186,494	$175,751	$186,813	$1,425,309
4/9/2008	$22,053	$16,993	$17,473	$15,314	$19,018	$15,547	$12,610	$16,329	$14,167	$18,306	$14,753	$17,487	$200,051
4/24/2008	$0	$0	$0	$0	$0	$0	($180)	($307)	($50)	($4,243)	($1,222)	($1,237)	($7,239)
5/9/2008	$4,808	$929	$2,893	$1,548	$1,368	$160	$627	$2,223	$3,451	$1,333	$440	$348	$20,128
5/24/2008	$3,823	$7,178	$3,986	$8,115	$7,433	$5,228	$6,130	$10,418	$7,093	$2,481	$6,021	$4,024	$71,929
6/9/2008	$274	$9	$108	$91	$26	$103	$62	$71	$47	$65	$282	$352	$1,490
6/24/2008	$1,281	$758	$316	$121	$736	($80)	$167	$277	$246	$659	$425	$877	$5,785
7/9/2008	$894	($51)	$920	($664)	($192)	($347)	($2,832)	($1,332)	($6,987)	($2,377)	($3,344)	($5,872)	($22,184)
7/24/2008	$383	$665	$918	$363	$333	$631	($21)	$321	$268	$381	$160	$589	$4,990
8/9/2008	$2,052	$6,799	$1,155	$318	$1,199	$467	$575	$306	$149	$153	$154	$341	$13,666
8/24/2008	$1,059	$430	$849	$1,143	$392	$859	$1,172	$738	$561	$1,570	$793	$361	$9,927
9/9/2008	$53,902	$51,911	$57,345	$50,492	$48,738	$47,222	$46,019	$33,547	$18,264	$7,449	$3,426	$1,599	$419,913
9/24/2008	$142	$20	$73	$14	$32	$20	$20	$20	$0	$49	$0	$1	$390
10/9/2008	$16	$0	$95	$87	$7,766	$84	$32	$109	$75	$225	$10	$2	$8,501
10/24/2008	$0	$20	$0	$0	$0	$0	($476)	($476)	$0	$0	($476)	$0	($1,409)
11/9/2008	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
11/24/2008	$0	$0	$0	$0	$0	$0	$0	$0	$59	$59	$0	$0	$118
12/9/2008	$0	$0	$0	$0	$0	$0	$0	$0	$1,147	$0	$0	$0	$1,147
12/24/2008	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/9/2009	$0	$0	$0	$0	$0	$45	$41	$0	$12	$58	$41	$0	$196
1/24/2009	$0	$0	$0	$0	$0	$0	$0	$0	$114	$83	$83	$83	$363
2/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2/24/2009	$0	$0	$1,407	$78	$0	$0	$41	($23)	$0	$0	$0	$0	$1,502
3/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3/24/2009	$0	$0	($78)	($101)	$0	$0	$0	$0	($161)	$0	$0	$0	($339)
4/9/2009	$0	$0	$0	$48	$0	$55	$0	$0	$0	$41	$1	$54	$200
4/24/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$21	$0	$21	$42
5/9/2009	$0	$0	$26	$0	$0	$0	$0	$65	$64	$0	$0	$0	$154
5/24/2009	$0	$0	$0	$0	$0	$0	$0	$0	$395	$0	$0	$11	$406
6/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$458	$442	$445	$1,345
6/24/2009	$0	$0	$0	$0	$0	$0	$75	$66	$5	$2	$0	$0	$148
7/9/2009	$0	$0	$0	$0	$0	$0	($221)	($207)	$12	$0	($7)	$44	($379)
7/24/2009	($63)	($63)	($63)	($63)	($125)	($557)	$2,504	$5,466	$7,382	$4,514	$6,540	$6,326	$31,799
8/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8/24/2009	$0	$0	$0	$0	$0	($1,174)	$0	$0	$16	$17	$0	$0	($1,141)
9/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9/24/2009	$0	$0	$0	$0	$0	$0	($2)	($4)	$0	$0	$0	$0	($5)
10/9/2009	($533)	($267)	($299)	($375)	($433)	$0	($10)	($16)	$0	$0	($3)	($49)	($1,983)
10/24/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2	$0	$3
11/9/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$60	$59	$120
11/24/2009	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12/9/2009	$941	$1,112	$1,370	$1,330	$1,711	$754	$1,416	$0	$0	$0	$0	$104	$8,738
12/24/2009	$0	$122	$384	$0	$0	$0	$0	$35	$0	$0	$0	$73	$614
1/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2/24/2010	$0	$0	$0	$0	$0	($272)	$0	$0	$0	$0	$0	$0	($272)
3/9/2010	$0	($895)	($726)	($260)	($10)	($3)	($9)	$0	($56)	($132)	$0	($17)	($2,109)
3/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4/24/2010	$0	$0	($110)	$0	$0	$0	$0	$0	$0	$0	$0	$0	($110)

State of New York - Empire Plan

2006 Incurred Claims based on
Claim cycles through January 24, 2011

Cycle Date	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Total
5/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
6/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
6/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
10/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
10/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
11/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
11/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12/9/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12/24/2010	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/9/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1/24/2011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	**$103,109,124**	**$95,389,958**	**$108,140,024**	**$99,768,747**	**$109,290,068**	**$107,664,529**	**$103,462,486**	**$108,371,069**	**$103,130,780**	**$108,057,663**	**$107,596,572**	**$108,041,603**	**$1,262,022,621**

Please note that totals may differ due to rounding.

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Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00002300475	0
00002322730	0
00002322830	0
00002322930	0
00002323030	0
00002323101	0
00002323130	0
00002323133	0
00002323201	0
00002323230	0
00002323301	0
00002323330	0
00002323333	0
00002323401	0
00002323430	0
00002323433	0
00002323560	0
00002323701	0
00002323704	0
00002323730	0
00002323733	0
00002323734	0
00002323830	0
00002323930	0
00002324001	0
00002324030	0
00002324033	0
00002324090	0
00002325030	0
00002325130	0
00002327001	0
00002327004	0
00002327030	0
00002327033	0
00002411201	0
00002411204	0
00002411230	0
00002411233	0
00002411504	0
00002411530	0
00002411533	0
00002411604	0
00002411630	0
00002411633	0
00002411701	0
00002411704	0
00002411730	0
00002411733	0
00002416502	0
00002416507	0
00002416530	0
00002416534	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00002441501	0
00002441504	0
00002441530	0
00002441533	0
00002442004	0
00002442030	0
00002442033	0
00002445301	0
00002445385	0
00002445401	0
00002445485	0
00002445501	0
00002445585	0
00002445601	0
00002445685	0
00002446210	0
00002446230	0
00002446234	0
00002446279	0
00002446330	0
00002446430	0
00002446534	0
00002446579	0
00002475901	0
00002475930	0
00002475977	0
00002476030	0
00002477090	0
00002477190	0
00002477290	0
00002733511	0
00002733516	0
00002750101	0
00002750201	0
00002751001	0
00002751017	0
00002751101	0
00002751201	0
00002751559	0
00002751659	0
00002759701	0
00002762301	0
00002763511	0
00002764001	0
00002803101	0
00002814701	0
00002814801	0
00002814901	0
00002821501	0
00002821517	0
00002821591	0
00002831501	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00002831591	0
00002840001	0
00002850101	0
00002871501	0
00002871591	0
00002872501	0
00002872559	0
00002873001	0
00002873059	0
00002877001	0
00002877059	0
00002879359	0
00002879459	0
00002879759	0
00002879859	0
00002879959	0
00002897101	0
00002951501	0
00003010150	1
00003011650	1
00003012250	1
00003024820	0
00003024830	0
00003029305	0
00003029320	0
00003029328	0
00003049420	0
00003050162	0
00003052411	0
00003052711	0
00003052811	0
00003058860	0
00003068244	1
00003083050	0
00003085222	0
00003148220	0
00003148230	0
00003161112	0
00003161113	0
00003161212	0
00003173745	1
00003173845	1
00003196701	0
00003218710	0
00003223011	0
00003224011	0
00003362212	0
00003362312	0
00003362412	0
00003363112	0
00003421411	0
00003421421	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00003421511	0
00003421521	0
00003421531	0
00003421541	0
00003515405	0
00003517805	0
00003517875	0
00003519410	0
00003519510	0
00003633517	0
00003633617	0
00003633717	0
00004003822	0
00004005801	0
00004005832	0
00004006801	0
00004009801	0
00004014301	0
00004018523	0
00004018682	0
00004018809	0
00004024451	0
00004024515	0
00004025652	0
00004025901	0
00004025905	0
00004025943	0
00004026001	0
00004026043	0
00004026129	0
00004026201	0
00004026401	0
00004035009	0
00004035239	0
00004038039	0
00004080085	0
00004080185	0
00004080285	0
00004081095	0
00004110020	0
00004110150	0
00004196302	0
00004196401	0
00004196404	0
00004620301	0
00004631401	0
00004631601	0
00004641601	0
00004694003	0
00006001954	0
00006003121	0
00006003144	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00006003220	0
00006004368	0
00006006568	0
00006007228	0
00006007231	0
00006007258	0
00006007721	0
00006007744	0
00006010654	0
00006011228	0
00006011231	0
00006011254	0
00006011701	0
00006011728	0
00006011731	0
00006011754	0
00006011780	0
00006014058	0
00006014258	0
00006014558	0
00006020754	0
00006021231	0
00006022128	0
00006022131	0
00006022154	0
00006022761	0
00006026606	0
00006026609	0
00006026612	0
00006026706	0
00006026709	0
00006026712	0
00006027044	0
00006027528	0
00006027531	0
00006027554	0
00006027582	0
00006027728	0
00006027731	0
00006027754	0
00006027782	0
00006046102	0
00006046105	0
00006046106	0
00006046206	0
00006046405	0
00006046410	0
00006054331	0
00006054354	0
00006056840	0
00006057340	0
00006057354	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00006057362	0
00006057552	0
00006057561	0
00006057562	0
00006057582	0
00006057752	0
00006057761	0
00006057762	0
00006057782	0
00006060268	0
00006061968	0
00006066168	0
00006069761	0
00006070520	0
00006070568	0
00006071044	0
00006071128	0
00006071131	0
00006071154	0
00006071728	0
00006071731	0
00006071754	0
00006071782	0
00006071786	0
00006072631	0
00006073161	0
00006073261	0
00006073531	0
00006073554	0
00006074031	0
00006074054	0
00006074501	0
00006074528	0
00006074531	0
00006074554	0
00006074582	0
00006074586	0
00006074728	0
00006074731	0
00006074754	0
00006074781	0
00006074782	0
00006074931	0
00006074954	0
00006093631	0
00006093658	0
00006095128	0
00006095154	0
00006095182	0
00006095187	0
00006095201	0
00006095228	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00006095231	0
00006095254	0
00006095282	0
00006095287	0
00006096028	0
00006096031	0
00006096054	0
00006096082	0
00006096086	0
00006096331	0
00006096358	0
00006096431	0
00006096458	0
00006338060	0
00006351458	0
00006351659	0
00006351935	0
00006351936	0
00006353892	0
00006355158	0
00006355735	0
00006355835	0
00006358275	0
00006362836	0
00006380001	0
00006380006	0
00006380009	0
00006380012	0
00006380101	0
00006380106	0
00006380109	0
00006380112	0
00006382210	0
00006383301	0
00006383334	0
00006384130	0
00006384371	0
00006384571	0
00006386203	0
00006388432	0
00006889635	0
00006889636	0
00006968960	0
00006969060	0
00007314813	0
00007314913	0
00007315113	0
00007315213	0
00007315313	0
00007316318	0
00007316418	0
00007316718	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00007316818	0
00007323001	0
00007323002	0
00007323011	0
00007323201	0
00007323202	0
00007323211	0
00007323401	0
00007323402	0
00007323411	0
00007323601	0
00007323602	0
00007323611	0
00007337013	0
00007337059	0
00007337113	0
00007337159	0
00007337213	0
00007337259	0
00007337313	0
00007337359	0
00007351220	0
00007351259	0
00007351320	0
00007351359	0
00007351420	0
00007351459	0
00007365022	0
00007365030	0
00007413920	0
00007414020	0
00007414120	0
00007414220	0
00007420101	0
00007420105	0
00007420511	0
00007420711	0
00007447120	0
00007464013	0
00007464113	0
00007464213	0
00007488213	0
00007488313	0
00007488513	0
00007488559	0
00007488713	0
00007488759	0
00007488813	0
00007488859	0
00007489020	0
00007489120	0
00007489220	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00007489320	0
00007489520	0
00007489620	0
00007518005	0
00007518010	0
00007518022	0
00007518025	0
00007550040	0
00008060601	1
00008060701	1
00008070108	0
00008070307	0
00008070407	0
00008078108	0
00008083302	0
00008083303	0
00008083320	0
00008083321	0
00008083322	0
00008083602	0
00008083603	0
00008083620	0
00008083621	0
00008083622	0
00008083702	0
00008083703	0
00008083720	0
00008083721	0
00008083722	0
00008084181	0
00008084199	0
00008084381	0
00008084401	0
00008084402	0
00008092351	0
00008092355	0
00008103004	0
00008103006	0
00008104005	0
00008104105	0
00008104110	0
00008104205	0
00008111720	0
00008111730	0
00008121101	0
00008121114	0
00008121130	0
00008121150	0
00008121801	0
00008122201	0
00008122214	0
00008122230	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00008122250	0
00008251302	0
00008251401	0
00008251402	0
00008418101	0
00008418804	0
00008499002	0
00008499020	0
00009001103	0
00009001104	0
00009001201	0
00009001702	0
00009001755	0
00009001759	0
00009001820	0
00009002401	0
00009002901	0
00009002902	0
00009003101	0
00009003928	0
00009003932	0
00009004401	0
00009004722	0
00009004902	0
00009005002	0
00009005011	0
00009005501	0
00009005503	0
00009005602	0
00009005604	0
00009005707	0
00009005907	0
00009006404	0
00009006412	0
00009006607	0
00009006807	0
00009007301	0
00009009001	0
00009009004	0
00009009401	0
00009011319	0
00009017601	0
00009019009	0
00009019016	0
00009019301	1
00009026001	0
00009026002	0
00009026004	0
00009027101	0
00009027401	0
00009028002	0
00009028003	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00009028603	0
00009030602	0
00009030612	0
00009031508	0
00009033102	0
00009034101	0
00009034702	0
00009035201	0
00009035204	0
00009037003	0
00009037005	0
00009039502	0
00009041701	0
00009041702	0
00009043624	0
00009045003	0
00009062601	0
00009069801	0
00009074630	0
00009074635	0
00009075801	0
00009076004	0
00009076502	1
00009082501	0
00009090013	0
00009090020	0
00009091205	0
00009307301	0
00009311601	0
00009311602	0
00009311614	0
00009316906	0
00009332901	0
00009333101	0
00009337502	0
00009338901	0
00009344801	0
00009347501	0
00009347503	0
00009361801	0
00009370105	0
00009370108	0
00009377201	0
00009377301	0
00009454101	0
00009454102	0
00009454103	0
00009454401	0
00009454402	0
00009454403	0
00009470901	0
00009470913	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00009501201	0
00009501301	0
00009501401	0
00009513502	0
00009513503	0
00009513601	0
00009514001	0
00009517601	0
00009517801	0
00009518001	0
00009518101	0
00009518201	0
00009519001	0
00009519002	0
00009519003	0
00009519004	0
00009519101	0
00009519102	0
00009519103	0
00009540001	0
00009540101	0
00009737604	0
00009738601	0
00009766304	0
00009766701	0
00009768601	0
00009768604	0
00013010201	0
00013010220	0
00013013202	0
00013215036	0
00013240691	0
00013262681	0
00013262694	0
00013264681	0
00013264902	0
00013265002	0
00013265102	0
00013265302	0
00013265402	0
00013265502	0
00013265602	0
00013530117	0
00013830301	0
00013830304	0
00015050241	0
00015050301	0
00015191113	0
00015303020	0
00015303120	0
00015303220	0
00015308060	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00015740418	1
00015740520	1
00023004203	0
00023004210	0
00023006604	0
00023010605	0
00023010610	0
00023031304	0
00023031604	0
00023081230	0
00023114501	0
00023218105	0
00023218110	0
00023320503	0
00023320505	0
00023320508	0
00023350730	0
00023351360	0
00023361525	0
00023367030	0
00023367060	0
00023392102	0
00023438505	0
00023438510	0
00023438515	0
00023782410	0
00023833503	0
00023833510	0
00023866510	0
00023869430	0
00023869450	0
00023884205	0
00023915530	0
00023915560	0
00023915630	0
00023915660	0
00023916330	0
00023916332	0
00023916360	0
00023917705	0
00023917710	0
00023917715	0
00023918703	0
00023918705	0
00023918707	0
00023920105	0
00023920810	0
00023921105	0
00023921110	0
00023921805	0
00023923630	0
00023927705	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00023932105	0
00023932110	0
00023932115	0
00023935030	0
00024022205	0
00024033504	0
00024039202	0
00024059010	0
00024059120	0
00024060545	0
00024079375	0
00024107501	0
00024153502	0
00024153506	0
00024153548	0
00024156210	0
00024159601	0
00024279150	0
00024414210	0
00024414218	0
00024414260	0
00024420010	0
00024515010	0
00024540131	0
00024540150	0
00024542131	0
00024542150	0
00024550110	0
00024550131	0
00024550150	0
00024552110	0
00024552131	0
00024552134	0
00024552150	0
00024580090	0
00024580120	0
00024581030	0
00024581130	0
00024581230	0
00024582411	0
00025006131	0
00025006602	0
00025016608	0
00025100131	0
00025100151	0
00025101131	0
00025102131	0
00025103131	0
00025104131	0
00025138131	0
00025141134	0
00025141160	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00025141190	0
00025142134	0
00025142160	0
00025151501	0
00025152031	0
00025152034	0
00025152051	0
00025152531	0
00025152534	0
00025152551	0
00025153001	0
00025153002	0
00025171001	0
00025171002	0
00025172001	0
00025172003	0
00025182131	0
00025182150	0
00025183131	0
00025185131	0
00025186131	0
00025189131	0
00025189134	0
00025189151	0
00025190131	0
00025191131	0
00025194250	0
00025196130	0
00025201131	0
00025201134	0
00025202131	0
00025202134	0
00025273231	0
00025273251	0
00025274231	0
00025274251	0
00025276231	0
00026037220	0
00026037250	0
00026286151	0
00026286251	0
00026286351	0
00026378660	0
00026378770	0
00026379220	0
00026379330	0
00026379550	0
00026379660	0
00026379770	0
00026848858	0
00028026401	0
00029152544	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00029152611	0
00029152722	0
00029152725	0
00029315818	0
00029315900	0
00029315913	0
00029315920	0
00029316013	0
00029316020	0
00029316059	0
00029320613	0
00029320713	0
00029320813	0
00029321013	0
00029321113	0
00029321121	0
00029321159	0
00029321213	0
00029321313	0
00029321548	0
00029600630	1
00029600730	1
00029600732	1
00029600921	1
00029600922	1
00029600923	1
00029603839	1
00029607527	0
00029608012	0
00029608031	0
00029608522	0
00029608523	0
00029608539	0
00029608612	0
00029608621	0
00029609022	0
00029609023	0
00029609039	0
00029609440	0
00029609648	0
00029609660	0
00029657126	0
00032102301	0
00032102601	0
00032110101	0
00032110201	0
00032110301	0
00032120501	0
00032120601	0
00032120607	0
00032121001	0
00032121007	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00032121201	0
00032121207	0
00032122001	0
00032122007	0
00032122401	0
00032122407	0
00032170801	0
00032171101	0
00032190473	0
00037011360	0
00037011460	0
00037024130	0
00037024230	0
00037024330	0
00037043001	0
00037043101	0
00037044267	0
00037065504	0
00037068110	0
00037068204	0
00037069210	0
00037069304	0
00037070710	0
00037071203	0
00037071416	0
00037071792	0
00037170803	0
00037200101	0
00037225010	0
00037225030	0
00037440101	0
00037500501	0
00037501001	0
00037502001	0
00037520030	0
00037601030	0
00037605030	0
00037630103	0
00037702560	0
00039001810	0
00039001910	0
00039005110	0
00039005210	0
00039005305	0
00039006013	0
00039006050	0
00039006070	0
00039006605	0
00039006650	0
00039006710	0
00039006770	0
00039007810	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00039022110	0
00039022210	0
00039022310	0
00045006555	0
00045006601	0
00045006701	0
00045006801	0
00045006951	0
00045025414	0
00045025501	0
00045032560	0
00045034160	0
00045034260	0
00045034360	0
00045034660	0
00045051160	0
00045051360	0
00045051560	0
00045051570	0
00045052660	0
00045063965	0
00045064065	0
00045064165	0
00045064265	0
00045064565	0
00045064765	0
00045065010	0
00045065060	0
00045065960	0
00045081015	0
00045151501	0
00045152010	0
00045152050	0
00045152510	0
00045152550	0
00045153005	0
00045153010	0
00045153020	0
00046047181	0
00046047381	0
00046047981	0
00046086481	0
00046086781	0
00046086791	0
00046086881	0
00046086891	0
00046087293	0
00046087505	0
00046087506	0
00046087511	0
00046093681	0
00046093708	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00046093709	0
00046093718	0
00046093808	0
00046093809	0
00046093818	0
00046097505	0
00046097506	0
00046097511	0
00046106505	0
00046110081	0
00046110091	0
00046110181	0
00046110281	0
00046110291	0
00046110381	0
00046110481	0
00046110491	0
00046110511	0
00046110611	0
00046257306	0
00046257911	0
00047200822	1
00049001483	0
00049011628	0
00049053028	1
00049155066	0
00049155073	0
00049156066	0
00049156073	0
00049162030	0
00049210066	0
00049211066	0
00049214066	0
00049233045	0
00049234005	0
00049234045	0
00049271030	0
00049272030	0
00049275066	0
00049276066	0
00049277066	0
00049278066	0
00049316044	0
00049317030	0
00049318030	0
00049341030	0
00049342030	0
00049343030	0
00049343626	0
00049345019	0
00049350079	0
00049392083	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00049396041	0
00049396060	0
00049397041	0
00049397060	0
00049398041	0
00049398060	0
00049399041	0
00049399060	0
00049411066	0
00049412066	0
00049490030	0
00049490041	0
00049491030	0
00049491041	0
00049494023	0
00049496030	0
00049573066	0
00049574066	0
00049577066	0
00051002121	0
00051002221	0
00051002321	0
00051842501	0
00051842530	0
00051845001	0
00051845030	0
00051848833	0
00051848888	0
00052010530	0
00052010606	0
00052010630	0
00052010730	0
00052010830	0
00052010930	0
00052011006	0
00052011030	0
00052011806	0
00052011906	0
00052026106	0
00052027201	0
00052027301	0
00052027303	0
00052028306	0
00052030151	0
00052030802	0
00052030902	0
00052031301	0
00052031510	0
00052031601	0
00052032601	0
00052213903	0
00052214203	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00053245300	0
00053687100	0
00053720102	0
00053759601	0
00053759603	0
00053759610	0
00053759620	0
00053761505	0
00053761510	0
00053761520	0
00053766804	0
00053813004	0
00053813005	0
00053813302	0
00053813502	0
00054000285	1
00054000385	1
00054000713	1
00054000725	1
00054001021	1
00054001025	1
00054001121	1
00054001125	1
00054001221	1
00054001225	1
00054001720	1
00054001725	1
00054001729	1
00054001820	1
00054001825	1
00054001829	1
00054001920	1
00054001925	1
00054002025	1
00054002125	1
00054002129	1
00054002213	1
00054002313	1
00054002328	1
00054002413	1
00054002511	1
00054002821	1
00054003621	1
00054003721	1
00054004421	1
00054004544	1
00054004641	1
00054005221	1
00054005625	1
00054005746	1
00054005755	1
00054006258	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00054006344	1
00054006447	1
00054006513	1
00054007625	1
00054007725	1
00054007729	1
00054007928	1
00054008246	1
00054008425	1
00054008525	1
00054008620	1
00054008625	1
00054008629	1
00054008720	1
00054008725	1
00054008729	1
00054008826	1
00054009720	1
00054009725	1
00054009820	1
00054009825	1
00054009920	1
00054009925	1
00054010022	1
00054010120	1
00054010122	1
00054010128	1
00054010220	1
00054010222	1
00054010228	1
00054010625	1
00054010720	1
00054010725	1
00054010729	1
00054010820	1
00054010825	1
00054010829	1
00054010925	1
00054010929	1
00054011025	1
00054011125	1
00054011225	1
00054011413	1
00054011513	1
00054011625	1
00054011725	1
00054011825	1
00054011925	1
00054012025	1
00054012125	1
00054012225	1
00054012422	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00054012522	1
00054012622	1
00054013749	1
00054014025	1
00054014120	1
00054014125	1
00054014225	1
00054014308	1
00054014387	1
00054015020	1
00054015023	1
00054015027	1
00054015123	1
00054015129	1
00054016325	1
00054016329	1
00054016413	1
00054016563	0
00054016625	1
00054016629	1
00054017613	1
00054017713	1
00054021025	1
00054021125	1
00054022463	1
00054022613	1
00054022625	1
00054022713	1
00054022725	1
00054022849	1
00054023524	1
00054023525	1
00054023624	1
00054023625	1
00054023749	1
00054023755	1
00054023763	1
00054023849	1
00054023863	1
00054024324	1
00054024424	1
00054024425	1
00054024525	1
00054025721	1
00054026424	1
00054026425	1
00054026525	1
00054027313	1
00054027413	1
00054027613	1
00054027722	1
00054027803	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00054027903	1
00054028325	1
00054028425	1
00054035244	1
00054035250	1
00054039268	1
00054252625	1
00054252725	1
00054252731	1
00054253125	0
00054279525	1
00054302502	1
00054302602	1
00054302702	1
00054302802	1
00054306844	0
00054309036	1
00054312041	1
00054317644	0
00054317757	0
00054317763	0
00054318544	0
00054318863	0
00054319446	1
00054327099	1
00054329446	1
00054329450	1
00054329863	0
00054348663	1
00054350049	1
00054350547	1
00054352763	1
00054353244	0
00054354258	1
00054354563	1
00054355344	1
00054355367	1
00054355563	0
00054355663	0
00054356699	1
00054363063	1
00054368663	0
00054372144	0
00054372250	1
00054372263	1
00054372763	1
00054373063	1
00054378563	1
00054378663	1
00054408425	1
00054412925	1
00054413025	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00054414622	1
00054414623	1
00054415625	1
00054415725	1
00054417925	1
00054418025	1
00054418125	0
00054418225	1
00054418325	0
00054418425	1
00054418625	1
00054422125	1
00054422225	1
00054429725	1
00054429731	1
00054429925	1
00054429931	1
00054430125	1
00054430129	1
00054437025	1
00054439225	1
00054439425	1
00054449425	1
00054449613	1
00054449625	1
00054449705	0
00054449710	0
00054449810	0
00054449911	1
00054452725	1
00054452731	1
00054455015	1
00054455025	1
00054457025	1
00054457125	1
00054458111	1
00054458127	1
00054458225	1
00054458325	1
00054459525	1
00054459625	1
00054460325	1
00054460425	1
00054465025	1
00054465029	1
00054472125	1
00054472825	1
00054472831	1
00054474125	1
00054474131	1
00054474225	1
00054478425	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00054483422	1
00054485313	1
00054485806	1
00054485851	1
00054485906	1
00054485929	1
00054485951	1
00054808425	1
00054814622	1
00054815524	1
00054817425	0
00054817525	1
00054817625	0
00054817925	1
00054818025	1
00054818125	1
00054829725	1
00054829925	1
00054839224	1
00054839424	1
00054848616	1
00054852625	1
00054852725	1
00054852904	1
00054853125	0
00054855324	1
00054855424	1
00054858224	1
00054858324	1
00054865024	1
00054872425	1
00054873925	1
00054874025	1
00054883425	1
00054885825	1
00054885925	1
00056016801	0
00056016870	0
00056016875	0
00056016890	0
00056016901	0
00056016970	0
00056016975	0
00056016990	0
00056017001	0
00056017070	0
00056017075	0
00056017090	0
00056017201	0
00056017270	0
00056017275	0
00056017290	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00056017301	0
00056017370	0
00056017375	0
00056017401	0
00056017470	0
00056017475	0
00056017601	0
00056017670	0
00056017675	0
00056017690	0
00056018801	0
00056018870	0
00056018875	0
00056018890	0
00056018901	0
00056018970	0
00056018975	0
00056018990	0
00056047492	0
00056051030	0
00056051168	0
00056052168	0
00056060168	0
00056064768	0
00056065068	0
00056065468	0
00062016501	0
00062016502	0
00062017512	0
00062019002	0
00062019003	0
00062019011	0
00062020402	0
00062020403	0
00062020411	0
00062020502	0
00062020503	0
00062020604	0
00062021460	0
00062027501	0
00062027523	0
00062047542	0
00062047545	0
00062057546	0
00062065330	0
00062065530	0
00062065730	0
00062125115	0
00062141116	0
00062161003	0
00062165002	0
00062165003	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00062176115	0
00062178115	0
00062179615	0
00062190115	0
00062190315	0
00062190715	0
00062191015	0
00062192015	0
00062208006	0
00062208512	0
00062330300	0
00062330400	0
00062330500	0
00062330600	0
00062330700	0
00062331000	0
00062331100	0
00062331200	0
00062331300	0
00062401002	0
00062535001	0
00062535101	0
00062535601	0
00062546001	0
00062546003	0
00062980001	0
00064360045	1
00064390030	0
00064390060	0
00064501015	0
00064501030	0
00065000203	0
00065009605	0
00065021535	0
00065024605	0
00065024610	0
00065024615	0
00065026005	0
00065026025	0
00065026625	0
00065026634	0
00065027105	0
00065027225	0
00065027505	0
00065027510	0
00065027515	0
00065032505	0
00065033230	0
00065034510	0
00065035503	0
00065035902	0
00065035905	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00065039515	0
00065039602	0
00065039605	0
00065039615	0
00065039702	0
00065039705	0
00065039715	0
00065041130	0
00065062703	0
00065062707	0
00065063136	0
00065063825	0
00065063827	0
00065064305	0
00065064435	0
00065064515	0
00065064705	0
00065064710	0
00065064725	0
00065064835	0
00065065205	0
00065065435	0
00065065605	0
00065066010	0
00065066505	0
00065066510	0
00065070212	1
00065074112	1
00065075212	1
00065075612	1
00065401303	0
00065853110	0
00065853302	0
00066049425	0
00066049435	0
00066049450	0
00066049455	0
00066049555	0
00066050760	0
00066050860	0
00066051046	0
00066057760	0
00066715030	0
00066750004	0
00066800802	0
00066985060	0
00067315510	0
00067434504	0
00067602415	0
00067621505	0
00067621593	0
00067621597	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00068000701	0
00068001101	0
00068002001	0
00068002150	0
00068003701	0
00068012361	0
00068022630	0
00068027761	0
00068050860	0
00069001101	1
00069024230	0
00069024430	0
00069031220	1
00069046856	0
00069046956	0
00069046997	0
00069047197	0
00069055038	0
00069070012	1
00069077038	0
00069080760	0
00069080860	0
00069095050	0
00069097065	0
00069097193	0
00069098038	0
00069152068	0
00069153041	0
00069153068	0
00069153072	0
00069154041	0
00069154068	0
00069215030	0
00069216030	0
00069217030	0
00069218030	0
00069219030	0
00069225030	0
00069226030	0
00069227030	0
00069260066	0
00069265041	0
00069265066	0
00069265072	0
00069266041	0
00069266066	0
00069266072	0
00069267066	0
00069296030	0
00069297030	0
00069305175	0
00069306030	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00069306075	0
00069306086	0
00069307030	0
00069307075	0
00069311019	0
00069312019	0
00069314019	0
00069322066	0
00069323066	0
00069417002	0
00069417021	0
00069417034	0
00069419068	0
00069420030	0
00069421030	0
00069421066	0
00069422030	0
00069422066	0
00069431071	0
00069437071	0
00069438071	0
00069448203	1
00069448303	1
00069541066	0
00069542066	0
00069544093	0
00069580043	0
00069580060	0
00069581043	0
00069581060	0
00069582043	0
00069582060	0
00071000724	0
00071000740	0
00071015523	0
00071015534	0
00071015540	0
00071015623	0
00071015640	0
00071015694	0
00071015723	0
00071015740	0
00071015773	0
00071015788	0
00071015823	0
00071015873	0
00071015888	0
00071022023	0
00071022223	0
00071022323	0
00071023724	0
00071035060	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00071036224	0
00071036232	0
00071036524	0
00071036924	0
00071036932	0
00071036940	0
00071040124	0
00071041724	0
00071041813	0
00071041824	0
00071041924	0
00071051324	0
00071052524	0
00071053023	0
00071053040	0
00071053223	0
00071053240	0
00071053523	0
00071073720	0
00071080324	0
00071080524	0
00071080624	0
00071080640	0
00071101268	0
00071101341	0
00071101368	0
00071101441	0
00071101468	0
00071101541	0
00071101568	0
00071101641	0
00071101668	0
00071101768	0
00071101868	0
00071101968	0
00071201223	0
00071221420	0
00071241823	0
00071374066	0
00072027906	1
00072145015	0
00072145050	0
00072210360	0
00072220316	0
00072220360	0
00072571214	0
00072573028	0
00072573038	0
00072672103	0
00072780015	0
00072820015	0
00072820030	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00072820060	0
00072840030	0
00074052260	0
00074158401	1
00074165802	0
00074194912	0
00074194914	0
00074194954	0
00074197312	0
00074197314	0
00074197354	0
00074210803	0
00074227414	0
00074227454	0
00074227714	0
00074227754	0
00074227813	0
00074227911	0
00074227913	0
00074228013	0
00074228203	0
00074231650	0
00074231660	0
00074241512	0
00074241514	0
00074241614	0
00074244003	0
00074245202	0
00074245612	0
00074245712	0
00074245713	0
00074245812	0
00074245813	0
00074258611	0
00074258660	0
00074258913	1
00074300590	0
00074300790	0
00074301090	0
00074301460	0
00074301511	0
00074302011	0
00074302511	0
00074304011	0
00074304530	0
00074304590	0
00074306130	0
00074306190	0
00074306230	0
00074306290	0
00074306330	0
00074306390	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00074306430	0
00074306490	0
00074306930	0
00074306990	0
00074307290	0
00074307490	0
00074307990	0
00074308090	0
00074316511	0
00074316514	0
00074316541	0
00074316560	0
00074318813	0
00074328713	0
00074328813	0
00074328913	0
00074329013	0
00074331290	0
00074331590	0
00074331690	0
00074333330	0
00074334603	0
00074336860	0
00074345790	0
00074345990	0
00074364103	0
00074364203	0
00074366303	0
00074368303	0
00074372713	0
00074376960	0
00074377160	0
00074379902	0
00074382611	0
00074382613	0
00074395646	0
00074431430	0
00074431530	0
00074431730	0
00074433902	0
00074433906	0
00074433907	0
00074434113	0
00074434119	0
00074455211	0
00074455213	0
00074455219	0
00074463701	0
00074490023	1
00074518211	0
00074518213	0
00074518219	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00074568113	0
00074568216	0
00074572913	1
00074611411	0
00074611413	0
00074612290	0
00074612390	0
00074615113	0
00074615160	0
00074621211	0
00074621213	0
00074621411	0
00074621413	0
00074621453	0
00074621511	0
00074621513	0
00074621553	0
00074622713	0
00074629060	0
00074630113	1
00074630153	1
00074630213	0
00074630253	0
00074630413	1
00074630513	0
00074630553	0
00074631613	1
00074632013	1
00074632053	1
00074632113	0
00074632613	0
00074632653	0
00074634620	1
00074634653	1
00074636902	0
00074636910	0
00074646332	1
00074647932	1
00074659413	0
00074659419	0
00074662411	0
00074662413	0
00074662419	0
00074663322	0
00074663330	0
00074679922	0
00074706811	0
00074706813	0
00074706819	0
00074706911	0
00074706913	0
00074706919	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00074707013	0
00074707019	0
00074712611	0
00074712613	0
00074712653	0
00074714811	0
00074714813	0
00074714819	0
00074714913	0
00074714919	0
00074726950	1
00074780413	0
00074780419	0
00074918990	0
00074929613	0
00074929619	0
00074937402	0
00074964290	0
00075001600	0
00075002600	0
00075062040	0
00075062041	0
00075062160	0
00075062161	0
00075062280	0
00075062281	0
00075062300	0
00075062301	0
00075062430	0
00075062431	0
00075062603	0
00075062604	0
00075150616	0
00075245001	0
00075245101	0
00075245153	0
00075245201	0
00075291201	0
00075291202	0
00075291501	0
00075291502	0
00075770060	0
00075800120	0
00075800180	0
00075800301	0
00076011101	0
00078001705	0
00078001715	0
00078005405	0
00078010405	0
00078010901	0
00078011022	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00078012605	0
00078012705	0
00078012706	0
00078014923	0
00078017605	0
00078017615	0
00078017915	0
00078018001	0
00078018101	0
00078023405	0
00078023415	0
00078024015	0
00078024115	0
00078024615	0
00078024815	0
00078024915	0
00078027422	0
00078031154	0
00078031406	0
00078031433	0
00078031434	0
00078031506	0
00078031515	0
00078031517	0
00078031534	0
00078031567	0
00078032306	0
00078032344	0
00078032406	0
00078032444	0
00078032506	0
00078032544	0
00078032606	0
00078032644	0
00078032705	0
00078032882	0
00078033184	0
00078033705	0
00078033706	0
00078034061	0
00078034161	0
00078034261	0
00078034342	0
00078034345	0
00078034362	0
00078034442	0
00078034445	0
00078034462	0
00078034542	0
00078034545	0
00078034562	0
00078034642	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00078034645	0
00078035105	0
00078035205	0
00078035405	0
00078035415	0
00078035752	0
00078035806	0
00078035833	0
00078035834	0
00078035906	0
00078035917	0
00078035934	0
00078036011	0
00078036034	0
00078036405	0
00078036542	0
00078036545	0
00078036615	0
00078036715	0
00078036815	0
00078036964	0
00078037005	0
00078037105	0
00078037205	0
00078037546	0
00078037549	0
00078037563	0
00078037742	0
00078037842	0
00078037845	0
00078037905	0
00078038005	0
00078038105	0
00078038205	0
00078038306	0
00078038315	0
00078038317	0
00078038334	0
00078038405	0
00078038566	0
00078038666	0
00078038725	0
00078040105	0
00078040134	0
00078040405	0
00078040505	0
00078040605	0
00078040705	0
00078040805	0
00078040905	0
00078041420	0
00078041520	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00078041720	0
00078041915	0
00078041934	0
00078042015	0
00078042034	0
00078042306	0
00078042315	0
00078042405	0
00078043005	0
00078043105	0
00078043205	0
00078043305	0
00078043405	0
00078043561	0
00078043605	0
00078043761	0
00078043815	0
00078043905	0
00078044005	0
00078044105	0
00078044205	0
00078044605	0
00078044705	0
00078044805	0
00078044905	0
00078045005	0
00078045205	0
00078045305	0
00078045405	0
00078045605	0
00078045635	0
00078045705	0
00078045735	0
00078045805	0
00078045905	0
00078046005	0
00078046105	0
00078046461	0
00078046815	0
00078046915	0
00078047015	0
00078047111	0
00078047115	0
00078047134	0
00078047211	0
00078047215	0
00078047234	0
00078047861	0
00078048042	0
00078048142	0
00078048515	0
00078048535	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00078048615	0
00078048635	0
00078048815	0
00078048915	0
00078049015	0
00078049115	0
00078049205	0
00078049235	0
00078049305	0
00078049471	0
00078049561	0
00078049958	0
00078049959	0
00078050059	0
00078050062	0
00078050115	0
00078050161	0
00078050215	0
00078050261	0
00078050883	0
00078050905	0
00078051005	0
00078051105	0
00078051205	0
00078052115	0
00078052215	0
00078052315	0
00078052415	0
00078052651	0
00078052687	0
00078052705	0
00078053815	0
00078054405	0
00078054505	0
00078055915	0
00078056015	0
00078056115	0
00078056215	0
00078056315	0
00078056651	0
00078056751	0
00078056845	0
00078056912	0
00078057215	0
00078057415	0
00078058261	0
00078059287	0
00083001976	0
00083002730	0
00083005230	0
00083006030	0
00083006130	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00083006230	0
00083231008	0
00083232062	0
00083232608	0
00083232808	0
00085037001	0
00085037002	0
00085051701	0
00085051704	0
00085053901	0
00085056605	0
00085056701	0
00085056702	0
00085057102	0
00085057502	0
00085057505	0
00085061402	0
00085080901	0
00085081930	0
00085085302	0
00085085401	0
00085085402	0
00085092401	0
00085092402	0
00085094205	0
00085096201	0
00085096202	0
00085111001	0
00085113201	0
00085113301	0
00085116801	0
00085124201	0
00085124401	0
00085124801	0
00085124802	0
00085124803	0
00085125401	0
00085125901	0
00085125902	0
00085126401	0
00085126402	0
00085126403	0
00085126404	0
00085127901	0
00085128801	0
00085129701	0
00085129702	0
00085130401	0
00085131601	0
00085131602	0
00085131701	0
00085132201	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00085132301	0
00085132302	0
00085132801	0
00085133401	0
00085134101	0
00085134102	0
00085134103	0
00085136601	0
00085136602	0
00085137001	0
00085137002	0
00085137401	0
00085138401	0
00085140101	0
00085140801	0
00085141701	0
00085142501	0
00085142502	0
00085143001	0
00085143002	0
00085146102	0
00085151901	0
00085151902	0
00085170102	0
00085171602	0
00085171701	1
00085171801	1
00085171802	1
00085172201	0
00085173301	0
00085173302	0
00085173303	0
00085173701	0
00085174102	0
00085174701	0
00085175401	0
00085175402	0
00085175801	0
00085177301	0
00085177502	0
00085177701	0
00085177803	0
00085180601	0
00085190101	0
00085192301	0
00085193401	0
00085194501	0
00085202801	0
00085300401	0
00085300402	0
00085330530	0
00085331030	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00085331530	0
00085332030	0
00085333030	0
00085460202	0
00085460203	0
00085461001	0
00085720601	0
00086009175	0
00087003147	0
00087003931	0
00087045241	0
00087047402	0
00087047603	0
00087048741	0
00087081841	0
00087081844	0
00087120213	0
00087277131	0
00087277132	0
00087277215	0
00087277231	0
00087277232	0
00087277235	0
00087277315	0
00087277331	0
00087277332	0
00087277531	0
00087277532	0
00087277631	0
00087277632	0
00087278831	0
00087278832	0
00087606005	0
00087606010	0
00087606313	0
00087606413	0
00087607005	0
00087607111	0
00087607311	0
00087607411	0
00087607731	0
00087607831	0
00087608131	0
00087667117	0
00088057641	0
00088109047	0
00088109055	0
00088109547	0
00088109720	0
00088110747	0
00088110755	0
00088110947	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00088110955	0
00088111114	0
00088111330	0
00088115330	0
00088120243	0
00088120305	0
00088120343	0
00088120632	0
00088216030	0
00088216130	0
00088221905	0
00088222033	0
00088222052	0
00088222060	0
00088222541	0
00088250033	0
00088250052	0
00088250205	0
00089030202	0
00089061012	0
00089081521	0
00089130230	1
00089130330	1
00089130430	1
00091044723	1
00091069010	0
00091069520	0
00091074010	0
00091092001	0
00091111016	0
00091111020	0
00091112016	0
00091112020	0
00091114016	0
00091114020	0
00091247735	0
00091247835	0
00091247935	0
00091248035	0
00091248923	0
00091249023	0
00091249123	0
00091249523	0
00091311101	0
00091332101	0
00091332201	0
00091332301	0
00091332401	0
00091334201	0
00091334301	0
00091362001	0
00091370701	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00091371201	0
00091371501	0
00091372001	0
00091408501	0
00091408601	0
00091408701	0
00091440123	0
00091450015	0
00091464024	0
00091670163	0
00091670563	0
00091703623	0
00091744963	0
00093001198	1
00093001298	1
00093001416	1
00093001701	1
00093002601	1
00093002610	1
00093002701	1
00093002750	1
00093002801	1
00093002810	1
00093002901	1
00093002910	1
00093003301	1
00093003901	1
00093003905	1
00093004103	1
00093004156	1
00093004165	1
00093005001	1
00093005101	1
00093005105	1
00093005301	1
00093005305	1
00093005401	1
00093005601	1
00093005701	1
00093005801	1
00093005805	1
00093007201	1
00093007301	1
00093007401	1
00093007601	1
00093008398	1
00093009001	1
00093010901	1
00093010910	1
00093012901	1
00093013001	1
00093013201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093013501	1
00093013505	1
00093014701	1
00093014705	1
00093014793	1
00093014801	1
00093014805	1
00093014901	1
00093014905	1
00093014910	1
00093014993	1
00093015001	1
00093015010	1
00093015401	1
00093015506	1
00093015510	1
00093017356	1
00093017456	1
00093017601	1
00093017701	1
00093018101	1
00093018201	1
00093019901	1
00093022001	1
00093022056	1
00093022105	1
00093022106	1
00093022290	1
00093022390	1
00093022490	1
00093022505	1
00093022506	1
00093023333	1
00093023356	1
00093024831	1
00093024843	1
00093026215	1
00093026230	1
00093026292	1
00093026315	1
00093026330	1
00093026392	1
00093026415	1
00093026430	1
00093026492	1
00093026592	1
00093026639	1
00093028001	1
00093028005	1
00093028093	1
00093029001	1
00093029005	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093029093	1
00093029201	1
00093029205	1
00093029301	1
00093029305	1
00093029310	1
00093029401	1
00093029405	1
00093029410	1
00093030239	1
00093030801	1
00093030912	1
00093031101	1
00093031105	1
00093031401	1
00093031801	1
00093031805	1
00093031901	1
00093031905	1
00093032001	1
00093032101	1
00093035001	1
00093035005	1
00093035010	1
00093046301	1
00093046305	1
00093049001	1
00093049005	1
00093050687	1
00093050719	1
00093050793	1
00093053601	1
00093053610	1
00093053701	1
00093053705	1
00093053710	1
00093054201	1
00093057606	1
00093057610	1
00093057693	1
00093063701	1
00093063710	1
00093063801	1
00093065701	1
00093065801	1
00093066116	1
00093067005	1
00093067006	1
00093067139	1
00093067315	1
00093067395	1
00093068801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093071101	1
00093071105	1
00093073301	1
00093073310	1
00093073401	1
00093073410	1
00093074101	1
00093074110	1
00093075201	1
00093075210	1
00093075301	1
00093075305	1
00093075501	1
00093075505	1
00093075506	1
00093075601	1
00093075701	1
00093075705	1
00093076001	1
00093076101	1
00093076201	1
00093077110	1
00093077198	1
00093077801	1
00093078201	1
00093078205	1
00093078210	1
00093078256	1
00093078405	1
00093078406	1
00093078486	1
00093078701	1
00093078710	1
00093079301	1
00093081001	1
00093081005	1
00093081101	1
00093081105	1
00093081201	1
00093081205	1
00093081301	1
00093081305	1
00093081901	1
00093081955	1
00093083201	1
00093083205	1
00093083210	1
00093083301	1
00093083305	1
00093083310	1
00093083393	1
00093083401	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093083405	1
00093084015	1
00093084030	1
00093084092	1
00093085101	1
00093085105	1
00093085152	1
00093085205	1
00093085253	1
00093085401	1
00093086301	1
00093086553	1
00093089001	1
00093089005	1
00093089201	1
00093089601	1
00093090001	1
00093090005	1
00093092401	1
00093092405	1
00093092606	1
00093092806	1
00093092810	1
00093092893	1
00093094801	1
00093094805	1
00093095601	1
00093095801	1
00093096001	1
00093098301	1
00093100301	1
00093100501	1
00093100505	1
00093100601	1
00093100605	1
00093101042	1
00093101501	1
00093101510	1
00093101601	1
00093101610	1
00093102201	1
00093102255	1
00093102301	1
00093102406	1
00093102506	1
00093102606	1
00093103501	1
00093103601	1
00093103701	1
00093103801	1
00093103805	1
00093103901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093103905	1
00093103910	1
00093103993	1
00093104001	1
00093104005	1
00093104101	1
00093104201	1
00093104210	1
00093104301	1
00093104401	1
00093104505	1
00093104598	1
00093104801	1
00093104810	1
00093104819	1
00093104893	1
00093104898	1
00093104901	1
00093104910	1
00093105005	1
00093105098	1
00093105105	1
00093105198	1
00093105201	1
00093105305	1
00093105398	1
00093106001	1
00093106101	1
00093106201	1
00093106301	1
00093106505	1
00093106506	1
00093106593	1
00093106656	1
00093107334	1
00093107573	1
00093107673	1
00093107676	1
00093107678	1
00093107701	1
00093107853	1
00093108701	1
00093111101	1
00093111201	1
00093111301	1
00093111310	1
00093111410	1
00093111501	1
00093111801	1
00093112201	1
00093113001	1
00093113005	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093117201	1
00093117210	1
00093117401	1
00093117410	1
00093117701	1
00093138943	1
00093189301	1
00093191919	1
00093191993	1
00093213001	1
00093213010	1
00093213093	1
00093213101	1
00093213110	1
00093215801	1
00093220301	1
00093220305	1
00093220310	1
00093220401	1
00093220405	1
00093221001	1
00093221005	1
00093221093	1
00093223801	1
00093224001	1
00093226301	1
00093226401	1
00093226701	1
00093226801	1
00093226805	1
00093227034	1
00093227234	1
00093227434	1
00093227534	1
00093227773	1
00093227973	1
00093292901	1
00093292910	1
00093293101	1
00093293110	1
00093293201	1
00093293205	1
00093310701	1
00093310705	1
00093310793	1
00093310905	1
00093310919	1
00093310953	1
00093310993	1
00093312301	1
00093312501	1
00093312701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093312901	1
00093314501	1
00093314505	1
00093314701	1
00093314705	1
00093316006	1
00093316501	1
00093316753	1
00093317101	1
00093319301	1
00093319501	1
00093319505	1
00093319601	1
00093319653	1
00093402901	1
00093402910	1
00093403001	1
00093403005	1
00093405953	1
00093406701	1
00093406710	1
00093406752	1
00093406801	1
00093406810	1
00093406852	1
00093406901	1
00093406905	1
00093406952	1
00093412573	1
00093412574	1
00093412773	1
00093412774	1
00093413664	1
00093413673	1
00093413764	1
00093413773	1
00093415073	1
00093415079	1
00093415080	1
00093415573	1
00093415579	1
00093415580	1
00093416073	1
00093416076	1
00093416078	1
00093416173	1
00093416176	1
00093416178	1
00093417064	1
00093417573	1
00093417574	1
00093417773	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093417774	1
00093423201	1
00093423301	1
00093423310	1
00093423401	1
00093423410	1
00093423501	1
00093423601	1
00093423701	1
00093433601	1
00093433605	1
00093433701	1
00093433710	1
00093433801	1
00093433810	1
00093433901	1
00093433905	1
00093435601	1
00093435605	1
00093435610	1
00093435693	1
00093435901	1
00093435905	1
00093436001	1
00093436005	1
00093436093	1
00093440401	1
00093440493	1
00093440501	0
00093440505	0
00093444301	1
00093444305	1
00093444310	1
00093444401	1
00093444405	1
00093474001	1
00093474010	1
00093474019	1
00093474093	1
00093474101	1
00093474105	1
00093474150	1
00093474193	1
00093474201	1
00093474205	1
00093474250	1
00093474293	1
00093482001	1
00093482005	1
00093482101	1
00093482105	1
00093482110	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093482201	1
00093482205	1
00093511298	1
00093511601	1
00093511605	1
00093511798	1
00093511898	1
00093511998	1
00093512401	1
00093512501	1
00093512505	1
00093512601	1
00093512605	1
00093512701	1
00093514001	1
00093514056	1
00093514101	1
00093514156	1
00093514256	1
00093514501	1
00093514601	1
00093514605	1
00093515001	1
00093515701	1
00093516101	1
00093516351	1
00093517119	1
00093517120	1
00093517144	1
00093517220	1
00093517244	1
00093517301	1
00093517355	1
00093519401	1
00093519505	1
00093520005	1
00093520006	1
00093520601	1
00093520701	1
00093520801	1
00093521001	1
00093521101	1
00093521110	1
00093521156	1
00093521193	1
00093521201	1
00093521210	1
00093521301	1
00093521401	1
00093521501	1
00093525601	1
00093525668	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093526801	1
00093526901	1
00093527056	1
00093527156	1
00093527201	1
00093527255	1
00093527501	1
00093527601	1
00093527701	1
00093528201	1
00093528301	1
00093528401	1
00093528501	1
00093528601	1
00093528701	1
00093528801	1
00093529922	1
00093531001	1
00093531010	1
00093531101	1
00093531105	1
00093531110	1
00093531528	1
00093531581	1
00093531628	1
00093531681	1
00093535005	1
00093535056	1
00093535105	1
00093535156	1
00093536001	1
00093536101	1
00093537065	1
00093537365	1
00093537565	1
00093537856	1
00093537956	1
00093541495	1
00093541595	1
00093542088	1
00093545006	1
00093545106	1
00093545528	1
00093545542	1
00093547616	1
00093550101	1
00093550201	1
00093551006	1
00093566128	1
00093566158	1
00093570301	1
00093571001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093571005	1
00093571101	1
00093571105	1
00093571193	1
00093571201	1
00093571205	1
00093571293	1
00093582501	1
00093582505	1
00093582556	1
00093582598	1
00093610812	1
00093611816	1
00093611887	1
00093613832	1
00093613932	1
00093616931	1
00093630012	1
00093630016	1
00093630195	1
00093672373	1
00093672374	1
00093681573	1
00093681673	1
00093688871	1
00093690045	1
00093690145	1
00093690245	1
00093690345	1
00093710212	1
00093711306	1
00093711498	1
00093711556	1
00093711598	1
00093711698	1
00093712198	1
00093712701	1
00093712801	1
00093712901	1
00093713001	1
00093714609	1
00093714618	1
00093714656	1
00093714756	1
00093714823	1
00093714923	1
00093714931	1
00093714994	1
00093715256	1
00093715293	1
00093715298	1
00093715310	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093715356	1
00093715393	1
00093715398	1
00093715410	1
00093715456	1
00093715493	1
00093715498	1
00093715510	1
00093715556	1
00093715593	1
00093715598	1
00093715610	1
00093715656	1
00093715698	1
00093715706	1
00093715806	1
00093716755	1
00093716798	1
00093716898	1
00093716933	1
00093716956	1
00093716990	1
00093717201	1
00093717510	1
00093717556	1
00093717610	1
00093717656	1
00093717710	1
00093717756	1
00093717801	1
00093718001	1
00093718101	1
00093718201	1
00093718856	1
00093719801	1
00093719805	1
00093719856	1
00093720110	1
00093720198	1
00093720210	1
00093720298	1
00093720356	1
00093720422	1
00093720556	1
00093720619	1
00093720656	1
00093720756	1
00093720856	1
00093721201	1
00093721401	1
00093721410	1
00093721501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093721906	1
00093721910	1
00093722006	1
00093722010	1
00093722210	1
00093722298	1
00093722310	1
00093722398	1
00093722410	1
00093722498	1
00093722528	1
00093722628	1
00093722758	1
00093722777	1
00093723006	1
00093723106	1
00093723150	1
00093723401	1
00093723633	1
00093723656	1
00093724005	1
00093724006	1
00093724105	1
00093724106	1
00093724206	1
00093724306	1
00093724406	1
00093724705	1
00093724706	1
00093724805	1
00093724806	1
00093725101	1
00093725201	1
00093725205	1
00093725301	1
00093725305	1
00093725401	1
00093725501	1
00093725601	1
00093725652	1
00093725856	1
00093725898	1
00093725956	1
00093725998	1
00093726205	1
00093726701	1
00093726710	1
00093727010	1
00093727098	1
00093728101	1
00093728201	1
00093728589	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093728689	1
00093728789	1
00093729401	1
00093729456	1
00093729501	1
00093729505	1
00093729601	1
00093729605	1
00093729901	1
00093730001	1
00093730119	1
00093730165	1
00093730203	1
00093730265	1
00093730365	1
00093730465	1
00093730565	1
00093731601	1
00093731701	1
00093732501	1
00093732601	1
00093732701	1
00093733401	1
00093733405	1
00093733506	1
00093733606	1
00093733801	1
00093734001	1
00093734005	1
00093735056	1
00093735156	1
00093735501	1
00093735505	1
00093735556	1
00093735598	1
00093736410	1
00093736498	1
00093736510	1
00093736556	1
00093736598	1
00093736610	1
00093736656	1
00093736698	1
00093736710	1
00093736756	1
00093736798	1
00093736810	1
00093736856	1
00093736898	1
00093736910	1
00093736956	1
00093736998	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093737001	1
00093737101	1
00093737110	1
00093737201	1
00093737301	1
00093737310	1
00093738001	1
00093738101	1
00093738201	1
00093738301	1
00093738456	1
00093738498	1
00093738556	1
00093738598	1
00093738656	1
00093738698	1
00093740106	1
00093743601	1
00093743701	1
00093743801	1
00093743901	1
00093744001	1
00093744005	1
00093744101	1
00093744105	1
00093744865	1
00093744893	1
00093744993	1
00093745501	1
00093745601	1
00093745701	1
00093747701	1
00093747705	1
00093748512	1
00093748520	1
00093749306	1
00093753656	1
00093754006	1
00093754010	1
00093761843	1
00093777201	1
00093777205	1
00093777293	1
00093801998	1
00093803401	1
00093803501	1
00093803505	1
00093803601	1
00093811756	1
00093811856	1
00093811956	1
00093812001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093812101	1
00093812193	1
00093812201	1
00093812301	1
00093813201	1
00093813301	1
00093813310	1
00093813401	1
00093813501	1
00093830501	1
00093834201	1
00093834301	1
00093834305	1
00093834310	1
00093834401	1
00093834405	1
00093834410	1
00093839701	1
00093852290	1
00093852390	1
00093854401	1
00093854405	1
00093854406	1
00093854410	1
00093854701	1
00093854756	1
00093867574	1
00093867575	1
00093867578	1
00093873901	1
00093874001	1
00093874101	1
00093881501	1
00093894001	1
00093894005	1
00093894093	1
00093894301	1
00093894305	1
00093894319	1
00093894393	1
00093894701	1
00093894705	1
00093894793	1
00093910719	1
00093910729	1
00093911101	1
00093912830	1
00093913306	1
00093913352	1
00093916505	1
00093916871	1
00093917501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00093917552	1
00093920031	1
00093922501	1
00093936401	1
00093936405	1
00093936410	1
00093938001	1
00093941101	1
00093942401	1
00093943301	1
00093943305	1
00093947753	1
00093960412	1
00093960423	1
00093961212	1
00093963316	1
00093963487	1
00093964301	1
00093965015	1
00093965030	1
00093965095	1
00093965201	1
00093966016	1
00093977401	1
00093977405	1
00095008651	0
00095008735	0
00095008851	0
00095008921	0
00095015006	0
00095020110	0
00095024001	1
00095030006	0
00095064501	0
00095120006	0
00095129006	0
00096070735	0
00096070737	0
00096070760	0
00096070935	0
00096070960	0
00115051101	1
00115052201	1
00115053301	1
00115103001	1
00115103002	1
00115103101	1
00115103103	1
00115104001	1
00115104101	1
00115104103	1
00115107001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00115107101	1
00115107201	1
00115112008	1
00115112108	1
00115112208	1
00115115001	1
00115115101	1
00115115201	1
00115120501	1
00115132801	1
00115132901	1
00115133001	1
00115133101	1
00115133201	1
00115133301	1
00115181101	1
00115191101	1
00115201101	1
00115201102	1
00115211101	1
00115212214	1
00115261101	1
00115262201	1
00115271101	1
00115279006	1
00115351101	1
00115391101	1
00115391102	1
00115392201	1
00115392202	1
00115421101	1
00115422201	1
00115423301	1
00115441101	1
00115442201	1
00115443301	1
00115521116	1
00115521218	1
00115521229	1
00115521302	1
00115531101	1
00115532201	1
00115544513	1
00115551110	1
00115552210	1
00115591101	1
00115592201	1
00115681102	1
00115681108	1
00115681110	1
00115691101	1
00115691102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00115692201	1
00115692202	1
00115701009	1
00115701701	1
00115701806	1
00115701813	1
00115703301	1
00115703302	1
00115703701	0
00115704001	1
00115705401	1
00115821101	1
00115821103	1
00115952201	1
00115953301	1
00115954401	1
00115981101	1
00115981103	1
00115982201	1
00115982203	1
00116200116	1
00121046516	1
00121046616	1
00121050404	1
00121050412	1
00121050416	1
00121053205	1
00121053216	1
00121054705	1
00121057616	1
00121057708	1
00121057716	1
00121057732	1
00121058104	1
00121059516	1
00121059530	1
00121064616	1
00121064916	1
00121065304	1
00121065416	1
00121065504	1
00121065516	1
00121065816	1
00121067016	1
00121067116	1
00121067516	1
00121067616	1
00121067716	1
00121067816	1
00121068708	1
00121072104	1
00121072716	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00121074710	0
00121075908	1
00121077504	1
00121077516	1
00121077916	1
00121146515	1
00121146530	1
00121168305	1
00126000621	0
00126001661	0
00126007061	0
00126007534	0
00126007592	0
00126007634	0
00126007692	0
00126008802	0
00126013066	0
00126013166	0
00126017916	0
00126018621	0
00126027116	1
00126028666	0
00126028733	0
00126028766	0
00126028802	0
00126029002	0
00126231068	0
00131247735	0
00131247835	0
00131247935	0
00131248035	0
00131326532	1
00131326546	1
00131326632	1
00131326646	1
00131326732	1
00131326746	1
00131326832	1
00131326846	1
00140000401	0
00140000501	0
00140000514	0
00140000601	0
00140000614	0
00143102001	1
00143102501	1
00143102510	1
00143111501	1
00143111505	1
00143114010	1
00143114051	1
00143117101	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00143117110	1
00143117201	1
00143117210	1
00143117301	1
00143117310	1
00143117401	1
00143117601	1
00143117605	1
00143117610	1
00143119550	1
00143120101	1
00143120110	1
00143120125	1
00143120201	1
00143121001	1
00143122701	1
00143122710	1
00143124001	1
00143124010	1
00143124051	1
00143124101	1
00143124110	1
00143124151	1
00143124801	1
00143124810	1
00143125401	1
00143125601	1
00143125610	1
00143125701	1
00143125710	1
00143125751	1
00143126101	1
00143126110	1
00143126201	1
00143126210	1
00143126301	1
00143126310	1
00143126401	1
00143126410	1
00143126501	1
00143126510	1
00143126601	1
00143126610	1
00143126701	1
00143126710	1
00143126718	1
00143126801	1
00143126810	1
00143127001	1
00143127009	1
00143127010	1
00143127030	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00143127701	1
00143128001	1
00143129001	1
00143129005	1
00143129201	1
00143129205	1
00143133301	1
00143134601	1
00143134605	1
00143134701	1
00143134705	1
00143134801	1
00143134805	1
00143142501	1
00143144510	1
00143145010	1
00143145510	1
00143145801	1
00143145810	1
00143147301	1
00143147310	1
00143147501	1
00143147510	1
00143147701	1
00143147705	1
00143147710	1
00143148001	1
00143148010	1
00143148201	1
00143148205	1
00143148401	1
00143148410	1
00143176301	1
00143176401	1
00143176410	1
00143176501	1
00143176510	1
00143176701	1
00143176901	1
00143176910	1
00143177101	1
00143177110	1
00143177125	1
00143177201	1
00143177210	1
00143177225	1
00143177301	1
00143177310	1
00143178501	1
00143178510	1
00143178701	1
00143178705	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00143203701	1
00143211205	1
00143211250	1
00143212001	1
00143212522	1
00143212801	1
00143223001	1
00143223009	1
00143223010	1
00143223030	1
00143226001	1
00143226009	1
00143226010	1
00143242230	1
00143242330	1
00143300001	1
00143312501	1
00143312505	1
00143312601	1
00143312610	1
00143314150	1
00143314205	1
00143314250	1
00143318801	1
00143318901	1
00143318910	1
00143319001	1
00143323501	1
00143336701	1
00143337001	1
00143337005	1
00143390901	1
00143391001	1
00143912601	1
00143912701	1
00143913005	1
00143913060	1
00143958005	1
00143958009	1
00143958030	1
00143958105	1
00143958109	1
00143958130	1
00143958209	1
00143958230	1
00143971701	1
00143971710	1
00143985316	1
00143985375	1
00143985625	1
00143985725	1
00143985925	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00143986922	1
00143987310	1
00143988601	1
00143988650	1
00143988675	1
00143988701	1
00143988750	1
00143988775	1
00143988801	1
00143988815	1
00143988880	1
00143988901	1
00143988915	1
00143988980	1
00143989001	1
00143989105	1
00143989701	1
00143989705	1
00143989801	1
00143989805	1
00143990801	1
00143990805	1
00143991601	1
00143991801	1
00143991901	1
00143992001	1
00143992490	1
00143992701	1
00143992801	1
00143992950	1
00143993122	1
00143993801	1
00143993805	1
00143993901	1
00143993905	1
00143994701	1
00143994720	1
00143994750	1
00143994850	1
00143995101	1
00143995120	1
00143998101	1
00143998150	1
00143998175	1
00143998201	1
00143998250	1
00143998275	1
00143998490	1
00143998501	1
00143998601	1
00143999201	1
00143999301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00143999401	1
00145007130	0
00145007160	0
00145009025	0
00145009125	0
00145230003	0
00145230050	0
00145236701	0
00145237105	0
00145237406	0
00145238406	0
00145248406	0
00145256408	0
00145257406	0
00145258406	0
00145259408	0
00145261705	0
00145268105	0
00145380001	0
00145381703	0
00145382103	0
00145420002	0
00145430001	0
00149000705	0
00149000805	0
00149000905	0
00149040660	0
00149047001	0
00149047101	0
00149047103	0
00149047201	0
00149047204	0
00149047501	0
00149047701	0
00149047801	0
00149047803	0
00149071001	0
00149075215	0
00149078301	0
00168000215	1
00168000315	1
00168000380	1
00168000415	1
00168000416	1
00168000480	1
00168000580	1
00168000615	1
00168000616	1
00168000680	1
00168000715	1
00168000730	1
00168001516	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00168001531	1
00168002016	1
00168002031	1
00168002638	1
00168002738	1
00168002938	1
00168003315	1
00168003346	1
00168003760	1
00168004015	1
00168004046	1
00168004160	1
00168004438	1
00168005415	1
00168005430	1
00168005515	1
00168005546	1
00168005615	1
00168005646	1
00168005760	1
00168005815	1
00168005860	1
00168005960	1
00168006015	1
00168006060	1
00168006415	1
00168006460	1
00168007011	1
00168007038	1
00168007039	1
00168007115	1
00168007815	1
00168007938	1
00168008016	1
00168008031	1
00168008115	1
00168008130	1
00168008160	1
00168008915	1
00168008930	1
00168008960	1
00168009915	1
00168009930	1
00168009960	1
00168013315	1
00168013330	1
00168013346	1
00168013460	1
00168013515	1
00168013560	1
00168013915	1
00168013930	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00168013960	1
00168014015	1
00168014030	1
00168014060	1
00168014616	1
00168014630	1
00168016215	1
00168016230	1
00168016246	1
00168016260	1
00168016315	1
00168016330	1
00168016346	1
00168016360	1
00168018015	1
00168018060	1
00168020101	1
00168020130	1
00168020160	1
00168020230	1
00168020260	1
00168020360	1
00168020437	1
00168021560	1
00168021630	1
00168021660	1
00168022138	1
00168024215	1
00168024230	1
00168024260	1
00168024315	1
00168024330	1
00168024360	1
00168024615	1
00168024630	1
00168024660	1
00168025815	1
00168025846	1
00168026315	1
00168026345	1
00168026360	1
00168026415	1
00168026445	1
00168026460	1
00168026515	1
00168026550	1
00168026615	1
00168026650	1
00168026730	1
00168026760	1
00168026815	1
00168026850	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00168026950	1
00168027015	1
00168027046	1
00168027115	1
00168027146	1
00168027230	1
00168027260	1
00168027338	1
00168027545	1
00168027740	1
00168027815	1
00168027830	1
00168027860	1
00168027960	1
00168028060	1
00168028802	1
00168029315	1
00168029330	1
00168029360	1
00168030115	1
00168030130	1
00168030160	1
00168030915	1
00168030960	1
00168031002	1
00168031004	1
00168031215	1
00168031230	1
00168031285	1
00168031315	1
00168031330	1
00168031390	1
00168031430	1
00168031460	1
00168032346	1
00168032630	1
00168032660	1
00168033215	1
00168033230	1
00168033260	1
00168033315	1
00168033330	1
00168033360	1
00168033660	1
00168033760	1
00168034646	1
00168034720	1
00168035209	1
00168035222	1
00168035515	1
00168035550	1
00168035615	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00168035650	1
00168035730	1
00168035755	1
00168037030	1
00168038115	1
00168038160	1
00168038204	1
00168038360	1
00168040060	1
00168040730	1
00168040746	1
00168040799	1
00168041015	1
00168041060	1
00168042446	1
00168043224	1
00168044904	1
00168047340	1
00168047440	1
00168047540	1
00168047914	1
00168048503	1
00168048507	1
00168048521	1
00168048807	1
00168048811	1
00168049018	1
00168049245	1
00168064412	1
00168064610	1
00168066145	1
00168075847	1
00169008181	0
00169008183	0
00169008281	0
00169008283	0
00169008481	0
00169008483	0
00169009201	0
00169009301	0
00169183311	0
00169183411	0
00169183711	0
00169231321	0
00169231421	0
00169231721	0
00169330312	0
00169347318	0
00169347418	0
00169347718	0
00169368213	0
00169368512	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00169368712	0
00169369619	0
00169406012	0
00169406013	0
00169517303	0
00169517304	0
00169517401	0
00169517402	0
00169517510	0
00169517511	0
00169517603	0
00169517604	0
00169633910	0
00169643910	0
00169701001	0
00169702001	0
00169705001	0
00169706515	0
00169750111	0
00169770311	0
00169770411	0
00169770421	0
00169770511	0
00169770521	0
00169770811	0
00169770821	0
00169776811	0
00169777011	0
00172208360	1
00172208380	1
00172208960	1
00172208980	1
00172208985	1
00172213060	1
00172213160	1
00172240710	1
00172240760	1
00172240780	1
00172241610	1
00172241660	1
00172241680	1
00172290710	1
00172290760	1
00172290780	1
00172290810	1
00172290860	1
00172290880	1
00172292960	1
00172292980	1
00172293160	1
00172293180	1
00172293260	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00172293270	1
00172295060	1
00172295080	1
00172298448	1
00172298548	1
00172298570	1
00172300760	1
00172362648	1
00172362670	1
00172364870	1
00172364910	1
00172364960	1
00172364970	1
00172365060	1
00172365070	1
00172366860	1
00172366960	1
00172375473	1
00172375710	1
00172375760	1
00172375770	1
00172375810	1
00172375860	1
00172375870	1
00172375880	1
00172375900	1
00172375910	1
00172375960	1
00172375970	1
00172375980	1
00172376000	1
00172376010	1
00172376060	1
00172376070	1
00172376080	1
00172376110	1
00172376160	1
00172376170	1
00172376200	1
00172376260	1
00172376270	1
00172392560	1
00172392570	1
00172392660	1
00172392670	1
00172392760	1
00172392770	1
00172405843	1
00172405848	1
00172405860	1
00172405948	1
00172406760	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00172406860	1
00172406965	1
00172407360	1
00172407370	1
00172407460	1
00172407470	1
00172409660	1
00172409680	1
00172409760	1
00172409780	1
00172419560	1
00172419580	1
00172419610	1
00172419660	1
00172419760	1
00172419860	1
00172421760	1
00172422660	1
00172422760	1
00172423260	1
00172423360	1
00172423460	1
00172426760	1
00172426770	1
00172426860	1
00172428000	1
00172428010	1
00172428060	1
00172428070	1
00172428560	1
00172428660	1
00172428670	1
00172433060	1
00172433080	1
00172433110	1
00172433160	1
00172433180	1
00172434660	1
00172434670	1
00172435600	1
00172435610	1
00172435660	1
00172435670	1
00172435680	1
00172435749	1
00172435770	1
00172435846	1
00172435860	1
00172436060	1
00172436300	1
00172436310	1
00172436360	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00172436380	1
00172436410	1
00172436460	1
00172436470	1
00172436510	1
00172436560	1
00172436570	1
00172436660	1
00172438100	1
00172438170	1
00172439160	1
00172443049	1
00172443059	1
00172443149	1
00172443160	1
00172443210	1
00172443260	1
00172443280	1
00172443510	1
00172443560	1
00172443570	1
00172444060	1
00172444160	1
00172444170	1
00172444260	1
00172444300	1
00172444360	1
00172444460	1
00172451070	1
00172462660	1
00172462670	1
00172474110	1
00172474160	1
00172474170	1
00172474185	1
00172474210	1
00172480460	1
00172480470	1
00172480560	1
00172480570	1
00172480660	1
00172487010	1
00172487060	1
00172487080	1
00172496058	1
00172498070	1
00172503200	1
00172503210	1
00172503260	1
00172503270	1
00172503300	1
00172503310	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00172503360	1
00172503370	1
00172503410	1
00172503460	1
00172503470	1
00172524060	1
00172524160	1
00172531110	1
00172531160	1
00172531200	1
00172531210	1
00172531260	1
00172531270	1
00172531310	1
00172531360	1
00172535210	1
00172536160	1
00172536260	1
00172536360	1
00172541000	1
00172541010	1
00172541046	1
00172541060	1
00172541100	1
00172541110	1
00172541146	1
00172541160	1
00172541211	1
00172541279	1
00172541310	1
00172541346	1
00172541360	1
00172562360	1
00172565649	1
00172565760	1
00172566360	1
00172566370	1
00172566460	1
00172566470	1
00172566560	1
00172566570	1
00172567280	1
00172567310	1
00172567410	1
00172567510	1
00172567570	1
00172567646	1
00172571060	1
00172571160	1
00172571170	1
00172571210	1
00172571260	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00172572810	1
00172572860	1
00172572870	1
00172572880	1
00172572910	1
00172572960	1
00172572970	1
00172635900	1
00172635910	1
00172635960	1
00172635970	1
00172640544	1
00172640549	1
00172640649	1
00172640659	1
00172640744	1
00172711760	1
00172711770	1
00172717149	1
00172717160	1
00172717170	1
00172731046	1
00172731146	0
00172731246	1
00172731320	1
00172740310	1
00172740342	1
00172740442	1
00172740622	1
00172740722	1
00172740726	1
00172740822	1
00172741470	1
00172742021	1
00172771146	1
00172771160	1
00173004535	0
00173013555	0
00173017755	0
00173017855	0
00173020155	0
00173024255	0
00173024256	0
00173024275	0
00173024955	0
00173024956	0
00173024975	0
00173024980	0
00173034414	0
00173034417	0
00173034442	0
00173036238	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00173036300	0
00173036301	0
00173037710	0
00173038354	0
00173038700	0
00173038879	0
00173039340	0
00173039400	0
00173042301	0
00173042304	0
00173044100	0
00173044200	0
00173044202	0
00173044600	0
00173044700	0
00173044801	0
00173044902	0
00173045301	0
00173047001	0
00173047100	0
00173047800	0
00173047900	0
00173051700	0
00173051801	0
00173051900	0
00173052000	0
00173052100	0
00173052300	0
00173052400	0
00173052600	0
00173052700	0
00173054700	0
00173055601	0
00173055602	0
00173056100	0
00173056200	0
00173056504	0
00173056510	0
00173056900	0
00173059401	0
00173059402	0
00173059500	0
00173060002	0
00173060102	0
00173060202	0
00173063302	0
00173063310	0
00173063535	0
00173064255	0
00173064360	0
00173064460	0
00173066100	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00173066101	0
00173066200	0
00173066300	0
00173066518	0
00173067501	0
00173067502	0
00173067601	0
00173068101	0
00173068200	0
00173068220	0
00173068221	0
00173068254	0
00173068281	0
00173069005	0
00173069100	0
00173069500	0
00173069600	0
00173069700	0
00173070800	0
00173071204	0
00173071215	0
00173071225	0
00173071325	0
00173071400	0
00173071500	0
00173071520	0
00173071522	0
00173071600	0
00173071620	0
00173071622	0
00173071700	0
00173071720	0
00173071722	0
00173071800	0
00173071820	0
00173071900	0
00173071920	0
00173072000	0
00173072020	0
00173072100	0
00173072200	0
00173073001	0
00173073002	0
00173073101	0
00173073400	0
00173073500	0
00173073601	0
00173073701	0
00173073902	0
00173074000	0
00173074100	0
00173074110	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00173074200	0
00173075000	0
00173075200	0
00173075300	0
00173075400	0
00173075500	0
00173075600	0
00173075700	0
00173075900	0
00173076000	0
00173077202	0
00173077402	0
00173077602	0
00173077702	0
00173077800	0
00173078301	0
00173078302	0
00173078401	0
00173078501	0
00173078601	0
00173078801	0
00173078901	0
00173079001	0
00173079002	0
00173079102	0
00173079420	0
00173080409	0
00173080805	0
00173080913	0
00173080959	0
00173081728	0
00173088025	0
00173093308	0
00173093310	0
00173093356	0
00173094555	0
00173094755	0
00173094955	0
00173095396	0
00173099155	0
00173300101	1
00178008390	0
00178008990	0
00178061001	0
00178061501	0
00178081230	0
00178082930	0
00178085990	0
00178086630	0
00178088030	0
00178088530	0
00178089330	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00178089830	0
00178090001	0
00178825040	0
00178850020	0
00178850060	0
00182001740	1
00182011289	1
00182028710	1
00182049210	1
00182050710	1
00182055489	1
00182055689	1
00182067989	1
00182103589	1
00182108689	1
00182116100	1
00182116189	1
00182117089	1
00182121851	1
00182123389	1
00182125989	1
00182126089	1
00182128989	1
00182129789	1
00182139545	1
00182153589	1
00182170189	1
00182175401	1
00182181089	1
00182186489	1
00182194989	1
00182263101	1
00182265901	1
00182268926	1
00182269401	1
00182272136	1
00182506651	1
00182506851	1
00182602240	1
00182607240	1
00182607558	1
00182608837	1
00182609667	1
00182710011	1
00182820289	1
00182820300	1
00182822289	1
00182822889	1
00182822989	1
00182823089	1
00182823489	1
00182823500	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00182823589	1
00182823789	1
00185001001	1
00185001005	1
00185001701	1
00185001901	1
00185002010	1
00185002030	1
00185002201	1
00185002501	1
00185002510	1
00185002701	1
00185002705	1
00185003201	1
00185003210	1
00185003410	1
00185003451	1
00185003601	1
00185003901	1
00185003930	1
00185004001	1
00185004109	1
00185004110	1
00185004209	1
00185004210	1
00185004301	1
00185004709	1
00185004710	1
00185004801	1
00185004805	1
00185005301	1
00185005305	1
00185005501	1
00185005730	1
00185006301	1
00185006305	1
00185006310	1
00185006401	1
00185006405	1
00185006410	1
00185006501	1
00185006505	1
00185006510	1
00185007001	1
00185007010	1
00185007060	1
00185007201	1
00185007210	1
00185007260	1
00185007401	1
00185007410	1
00185007460	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00185008001	1
00185008401	1
00185008501	1
00185009101	1
00185009105	1
00185009110	1
00185009301	1
00185009305	1
00185009310	1
00185009401	1
00185009410	1
00185010101	1
00185010110	1
00185010201	1
00185010210	1
00185010301	1
00185010310	1
00185010401	1
00185010410	1
00185010601	1
00185011101	1
00185011201	1
00185011205	1
00185011505	1
00185011701	1
00185011705	1
00185011801	1
00185011805	1
00185012201	1
00185012210	1
00185012360	1
00185012401	1
00185012701	1
00185012801	1
00185012805	1
00185012901	1
00185012905	1
00185013001	1
00185013401	1
00185013410	1
00185013901	1
00185014001	1
00185014010	1
00185014101	1
00185014105	1
00185014405	1
00185014409	1
00185014460	1
00185014501	1
00185014505	1
00185014601	1
00185014605	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00185014701	1
00185014710	1
00185014750	1
00185014901	1
00185015005	1
00185015060	1
00185015101	1
00185015201	1
00185015210	1
00185015330	1
00185015501	1
00185015601	1
00185015701	1
00185015705	1
00185017001	1
00185017101	1
00185017105	1
00185017201	1
00185017210	1
00185017301	1
00185017310	1
00185017401	1
00185017701	1
00185017709	1
00185019301	1
00185019560	1
00185019660	1
00185019901	1
00185020001	1
00185020401	1
00185020501	1
00185020510	1
00185021001	1
00185021010	1
00185021101	1
00185021210	1
00185021230	1
00185021301	1
00185021305	1
00185021401	1
00185021501	1
00185021653	1
00185022101	1
00185022105	1
00185022210	1
00185022230	1
00185022305	1
00185022360	1
00185026530	1
00185027101	1
00185027260	1
00185027560	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00185027701	1
00185028101	1
00185028110	1
00185028201	1
00185028210	1
00185028301	1
00185028310	1
00185028401	1
00185030001	1
00185030030	1
00185031101	1
00185031110	1
00185034101	1
00185034201	1
00185037101	1
00185037110	1
00185037201	1
00185037301	1
00185040101	1
00185040401	1
00185041001	1
00185041005	1
00185041060	1
00185041501	1
00185041505	1
00185041552	1
00185041560	1
00185044201	1
00185044801	1
00185044810	1
00185045101	1
00185047053	1
00185050501	1
00185050505	1
00185055030	1
00185055083	1
00185061301	1
00185061305	1
00185061501	1
00185061505	1
00185064401	1
00185064410	1
00185064701	1
00185064710	1
00185064901	1
00185064910	1
00185070101	1
00185070105	1
00185070130	1
00185070401	1
00185070405	1
00185070430	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00185070701	1
00185070705	1
00185070730	1
00185071301	1
00185071305	1
00185071401	1
00185072001	1
00185072005	1
00185072060	1
00185072401	1
00185072405	1
00185073601	1
00185074901	1
00185075701	1
00185077101	1
00185077130	1
00185077401	1
00185077430	1
00185079901	1
00185079905	1
00185079930	1
00185079960	1
00185080101	1
00185080130	1
00185080501	1
00185081001	1
00185081053	1
00185081553	0
00185082001	1
00185082005	1
00185093230	1
00185093330	1
00185093997	1
00185093998	1
00185094097	1
00185094098	1
00185099801	1
00185099810	1
00185111160	1
00185112505	1
00185112588	1
00185121760	1
00185123501	1
00185123560	1
00185130401	1
00185210001	1
00185405701	1
00185434601	1
00185435001	1
00185435010	1
00185435030	1
00185435101	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00185440010	1
00185440023	1
00185440051	1
00185441601	1
00185441605	1
00185500001	1
00185500010	1
00185505001	1
00185515601	1
00185517401	1
00185517460	1
00185525401	1
00185536809	1
00185536830	1
00185536909	1
00185536930	1
00185538076	1
00185538088	1
00185540001	1
00185540010	1
00185540033	1
00185560001	1
00185710001	1
00185710010	1
00185720370	1
00185720670	1
00185720969	1
00185721268	1
00185732213	1
00185732230	1
00185732260	1
00185740085	1
00186000431	0
00186000831	0
00186001628	0
00186001631	0
00186001654	0
00186003228	0
00186003231	0
00186003254	0
00186014501	0
00186016228	0
00186016254	0
00186021003	0
00186032228	0
00186032254	0
00186032454	0
00186033001	0
00186036001	0
00186037020	0
00186037220	0
00186042504	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00186045058	0
00186051060	0
00186052039	0
00186052060	0
00186060631	0
00186061001	0
00186062501	0
00186070210	0
00186074231	0
00186074282	0
00186074331	0
00186074368	0
00186074382	0
00186091542	0
00186091612	0
00186091706	0
00186103101	0
00186103301	1
00186107008	0
00186108805	0
00186108839	0
00186109005	0
00186109039	0
00186109205	0
00186109405	0
00186198804	0
00186198904	0
00186199004	0
00186401001	0
00186402001	0
00186404001	0
00186502031	0
00186502054	0
00186502082	0
00186504031	0
00186504054	0
00186504082	0
00186504228	0
00186602001	0
00186730005	1
00186730105	1
00186730205	1
00186730305	1
00187000301	0
00187024503	0
00187024504	0
00187040231	0
00187045302	0
00187065042	0
00187065820	0
00187065920	0
00187084201	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00187084401	0
00187090101	0
00187090201	0
00187093801	0
00187093901	0
00187122103	0
00187200601	0
00187301030	0
00187301220	0
00187301330	0
00187310010	0
00187320447	0
00187375110	0
00187395364	1
00187410010	0
00206885216	0
00206885416	0
00206885516	0
00206885910	0
00206886101	0
00206886102	0
00223197101	1
00225029515	1
00225029520	1
00228202310	1
00228202696	1
00228202710	1
00228202750	1
00228202796	1
00228202896	1
00228202910	1
00228202950	1
00228202996	1
00228203110	1
00228203150	1
00228203196	1
00228203910	1
00228203950	1
00228205710	1
00228205750	1
00228205910	1
00228205950	1
00228206310	1
00228206350	1
00228206710	1
00228206910	1
00228206950	1
00228207310	1
00228207610	1
00228207650	1
00228207710	1
00228207750	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00228210103	1
00228210111	1
00228212710	1
00228212750	1
00228212810	1
00228212850	1
00228212910	1
00228214310	1
00228214396	1
00228217511	1
00228217611	1
00228217711	1
00228217811	1
00228222196	1
00228222296	1
00228226910	1
00228226950	1
00228234810	1
00228249710	1
00228253010	1
00228253810	1
00228253850	1
00228253910	1
00228253950	1
00228253996	1
00228254010	1
00228254050	1
00228254096	1
00228255006	1
00228255011	1
00228255096	1
00228255106	1
00228255111	1
00228255196	1
00228257111	1
00228257196	1
00228257703	1
00228257709	1
00228257750	1
00228257773	1
00228257803	1
00228257809	1
00228257850	1
00228257873	1
00228257903	1
00228257909	1
00228257950	1
00228258803	1
00228258809	1
00228258850	1
00228258873	1
00228259711	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00228259796	1
00228259911	1
00228259950	1
00228262011	1
00228263111	1
00228263211	1
00228263306	1
00228263406	1
00228263450	1
00228263506	1
00228263550	1
00228263611	1
00228263650	1
00228263711	1
00228263750	1
00228264411	1
00228264511	1
00228266511	1
00228266550	1
00228266611	1
00228266650	1
00228266711	1
00228266750	1
00228267211	1
00228267250	1
00228267311	1
00228267350	1
00228269511	1
00228269550	1
00228269611	1
00228269650	1
00228269711	1
00228269750	1
00228271711	1
00228272103	1
00228272150	1
00228272203	1
00228272209	1
00228272303	1
00228272309	1
00228272396	1
00228272811	1
00228274115	1
00228274215	1
00228275111	1
00228275211	1
00228275250	1
00228275311	1
00228275350	1
00228275611	1
00228275711	1
00228277811	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00228277850	1
00228277911	1
00228277950	1
00228278011	1
00228278050	1
00228278111	1
00228278150	1
00228280111	1
00228280311	1
00228280350	1
00228282011	1
00228283711	1
00228288810	1
00228288850	1
00228288910	1
00228288950	1
00228289803	1
00228289910	1
00228289950	1
00228289996	1
00228290010	1
00228290011	1
00228290050	1
00228290096	1
00228299611	1
00228300311	1
00228300350	1
00228300411	1
00228300450	1
00228300511	1
00228300550	1
00228305611	1
00228308306	1
00228308406	1
00228308606	1
00228308706	1
00228348111	1
00228348150	1
00228401911	1
00228402211	1
00228402411	1
00228402511	1
00228402911	1
00245000308	0
00245000331	0
00245000835	1
00245002701	1
00245002711	1
00245002715	1
00245003501	1
00245003530	1
00245003623	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00245003642	1
00245003660	1
00245003701	0
00245003730	0
00245003901	1
00245003930	1
00245004001	1
00245004011	1
00245004015	1
00245004055	1
00245004101	1
00245004111	1
00245004115	1
00245004155	1
00245004300	1
00245005701	1
00245005710	1
00245005711	1
00245005790	1
00245005801	1
00245005810	1
00245005811	1
00245005815	1
00245005890	1
00245006711	0
00245007011	1
00245007111	1
00245008011	1
00245008411	1
00245008510	1
00245008511	1
00245008611	1
00245008711	1
00245011112	1
00245011212	1
00245011224	1
00245014401	0
00245014430	0
00245014701	1
00245014715	1
00245014760	1
00245014790	1
00245015001	0
00245015011	0
00245015560	0
00245016806	1
00245016812	1
00245016901	0
00245017730	0
00245017830	0
00245018001	1
00245018011	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00245018015	1
00245018101	1
00245018111	1
00245018115	1
00245018201	1
00245018211	1
00245018215	1
00245018311	1
00245018830	0
00245019030	0
00245019111	0
00245021111	1
00245021211	1
00245021311	1
00245024210	1
00245024311	1
00245027111	1
00245027201	1
00245027206	1
00245086070	1
00245088030	0
00245088130	0
00245088230	0
00247000601	1
00247001221	1
00247005200	1
00247006201	1
00247006402	0
00247008800	1
00247009303	1
00247010010	1
00247013610	1
00247022310	1
00247050904	0
00247051230	1
00247109130	0
00256018504	0
00256018505	0
00256020301	0
00258358101	1
00258358105	1
00258358110	1
00258358301	1
00258358305	1
00258358310	1
00258358401	1
00258358405	1
00258361301	1
00258362501	1
00258365401	1
00258365405	1
00258367801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00258368790	1
00258368890	1
00258368990	1
00258369090	1
00258369190	1
00258369290	1
00258369501	1
00258369601	1
00258369701	1
00259412603	0
00259412604	0
00259412609	0
00259412615	0
00259412630	0
00259412660	0
00259412690	0
00259477020	0
00259477040	0
00259477060	0
00259477090	0
00264151031	1
00264151032	1
00264151036	1
00264180031	1
00264180032	1
00264191500	0
00264210100	1
00264210110	1
00264220100	1
00264220110	1
00264220150	1
00264230400	0
00264315311	0
00264315511	0
00264553532	0
00264580832	1
00264751010	1
00264751020	1
00264761200	1
00264761210	1
00264763400	1
00264763500	1
00264764500	0
00264775000	0
00264780000	1
00264780010	1
00264780020	1
00264780200	1
00264785010	1
00268024805	0
00277016001	0
00277018201	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00281032630	1
00281032660	1
00281313117	0
00281313123	0
00288110610	1
00288220301	1
00288220302	1
00288220310	1
00288552323	1
00299201210	0
00299362560	0
00299363060	0
00299364008	0
00299364508	0
00299367008	0
00299382004	0
00299382060	0
00299382230	0
00299383545	0
00299383645	0
00299383802	0
00299383901	0
00299384704	0
00299384802	0
00299384804	0
00299384902	0
00299384904	0
00299450040	0
00299450075	0
00299550004	0
00299576500	0
00299576503	0
00299576504	0
00299577001	0
00299577501	0
00299590845	0
00299591045	0
00299591202	0
00299591545	0
00299591845	0
00299596002	0
00300154111	0
00300154130	0
00300154311	0
00300154330	0
00300154411	0
00300154430	0
00300210801	0
00300304611	0
00300304613	0
00300304619	0
00300334601	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00300361228	0
00300364101	0
00300364201	0
00300366301	0
00300368301	0
00300370201	0
00300730930	0
00300731130	0
00310010110	0
00310010510	0
00310010710	0
00310011510	0
00310011710	0
00310013010	0
00310013011	0
00310013110	0
00310013111	0
00310013210	0
00310013211	0
00310013310	0
00310013410	0
00310013411	0
00310013510	0
00310014110	0
00310014111	0
00310014210	0
00310014510	0
00310014511	0
00310020130	0
00310020137	0
00310020150	0
00310020860	0
00310020920	0
00310021020	0
00310021125	0
00310021321	0
00310027110	0
00310027139	0
00310027210	0
00310027239	0
00310027439	0
00310027460	0
00310027510	0
00310027534	0
00310027539	0
00310027810	0
00310027834	0
00310027839	0
00310027910	0
00310027939	0
00310028039	0
00310028060	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00310028139	0
00310028160	0
00310028239	0
00310028260	0
00310028339	0
00310028355	0
00310028360	0
00310028439	0
00310028460	0
00310032130	0
00310032520	0
00310040160	0
00310040260	0
00310048230	0
00310070510	0
00310070530	0
00310070539	0
00310072050	0
00310075139	0
00310075190	0
00310075239	0
00310075290	0
00310075430	0
00310075590	0
00310095036	0
00310095130	0
00316012301	0
00316017001	1
00316017003	1
00327001105	0
00338000344	1
00338000402	1
00338000403	1
00338000404	1
00338001304	1
00338001306	1
00338001702	1
00338001703	1
00338001704	1
00338001711	1
00338001718	1
00338004304	1
00338004403	1
00338004724	1
00338004746	1
00338004747	1
00338004802	1
00338004803	1
00338004804	1
00338004805	1
00338004901	1
00338004902	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00338004903	1
00338004904	1
00338004911	1
00338004918	1
00338004931	1
00338004938	1
00338004941	1
00338004948	1
00338005403	1
00338008503	1
00338008504	1
00338008904	1
00338011704	0
00338012504	1
00338050206	0
00338051903	1
00338051948	1
00338055111	1
00338055118	1
00338055311	1
00338055318	1
00338065604	0
00338067104	1
00338069104	1
00338101541	0
00338101948	0
00338102541	0
00338105548	1
00338107702	0
00338130141	0
00338130148	0
00338176241	0
00338355148	0
00338355248	0
00338500241	1
00338500341	1
00338604537	1
00338630402	1
00338630404	1
00378000101	1
00378001401	1
00378001450	1
00378001801	1
00378001805	1
00378001891	1
00378002301	1
00378002305	1
00378002701	1
00378002801	1
00378003001	1
00378003005	1
00378003201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378003210	1
00378004001	1
00378004005	1
00378004201	1
00378004501	1
00378004505	1
00378004701	1
00378004710	1
00378005201	1
00378005301	1
00378005501	1
00378006001	1
00378006901	1
00378006905	1
00378007001	1
00378007301	1
00378007601	1
00378007801	1
00378008001	1
00378008010	1
00378008101	1
00378008301	1
00378008401	1
00378008501	1
00378008601	1
00378008701	1
00378008801	1
00378009201	1
00378009301	1
00378009305	1
00378009401	1
00378009601	1
00378009901	1
00378010110	1
00378010205	1
00378012701	1
00378013001	1
00378013501	1
00378013505	1
00378013701	1
00378013710	1
00378014101	1
00378014105	1
00378014301	1
00378014310	1
00378014405	1
00378014491	1
00378014701	1
00378014705	1
00378015001	1
00378015201	1
00378015210	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378015501	1
00378015505	1
00378015601	1
00378016001	1
00378016201	1
00378018101	1
00378018105	1
00378018201	1
00378018210	1
00378018301	1
00378018310	1
00378018401	1
00378018410	1
00378018501	1
00378018505	1
00378018601	1
00378018610	1
00378019701	1
00378019705	1
00378019901	1
00378020801	1
00378020810	1
00378020893	1
00378021001	1
00378021010	1
00378021101	1
00378021105	1
00378021301	1
00378021310	1
00378021401	1
00378021410	1
00378021501	1
00378021601	1
00378021610	1
00378021693	1
00378021701	1
00378021801	1
00378021810	1
00378022101	1
00378022201	1
00378022210	1
00378022677	1
00378023101	1
00378023110	1
00378023201	1
00378023205	1
00378023293	1
00378023401	1
00378023405	1
00378023701	1
00378024001	1
00378024301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378024305	1
00378024393	1
00378024401	1
00378024501	1
00378025301	1
00378025305	1
00378025477	1
00378025501	1
00378025505	1
00378025701	1
00378025710	1
00378026101	1
00378027101	1
00378027105	1
00378027277	1
00378027401	1
00378027493	1
00378027701	1
00378030201	1
00378030501	1
00378031001	1
00378031301	1
00378031401	1
00378031593	1
00378031701	1
00378031705	1
00378032101	1
00378032105	1
00378032701	1
00378032710	1
00378033001	1
00378033005	1
00378033401	1
00378033501	1
00378034493	1
00378034501	1
00378034505	1
00378034701	1
00378035001	1
00378035101	1
00378035110	1
00378035201	1
00378035205	1
00378035501	1
00378035701	1
00378035705	1
00378037001	1
00378037201	1
00378037205	1
00378037301	1
00378037701	1
00378037705	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378040701	1
00378041101	1
00378041105	1
00378041201	1
00378041401	1
00378041501	1
00378041510	1
00378041577	1
00378041701	1
00378042101	1
00378042105	1
00378042401	1
00378042701	1
00378043301	1
00378043401	1
00378043501	1
00378043701	1
00378044101	1
00378044201	1
00378044205	1
00378044301	1
00378044401	1
00378044501	1
00378044701	1
00378045101	1
00378045105	1
00378045701	1
00378045710	1
00378046001	0
00378046401	0
00378047101	1
00378047201	1
00378047205	1
00378047301	1
00378047305	1
00378047701	1
00378047705	1
00378048001	1
00378048030	1
00378048101	1
00378048130	1
00378049401	1
00378050101	1
00378050110	1
00378050301	1
00378050501	1
00378050505	1
00378050701	1
00378051201	1
00378051210	1
00378052301	1
00378052393	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378052401	1
00378052493	1
00378052501	1
00378053101	1
00378054101	1
00378054277	1
00378054377	1
00378054477	1
00378055101	1
00378055277	1
00378055477	1
00378055501	1
00378055505	1
00378057201	1
00378057205	1
00378057401	1
00378057405	1
00378057701	1
00378057705	1
00378061101	1
00378061110	1
00378061201	1
00378061401	1
00378061601	1
00378061610	1
00378061801	1
00378071101	1
00378071110	1
00378071201	1
00378071501	1
00378072205	1
00378072219	1
00378072301	1
00378072405	1
00378072419	1
00378073101	1
00378075101	1
00378075105	1
00378075110	1
00378075193	1
00378075201	1
00378075301	1
00378075305	1
00378075501	1
00378075505	1
00378075701	1
00378075710	1
00378075793	1
00378077101	1
00378077105	1
00378077193	1
00378077201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378077205	1
00378077701	1
00378081001	1
00378081005	1
00378081093	1
00378082501	1
00378086001	1
00378086005	1
00378087199	1
00378087299	1
00378087399	1
00378097201	1
00378100101	1
00378100501	1
00378101001	1
00378101201	1
00378102005	1
00378102077	1
00378104301	1
00378104401	1
00378104501	1
00378104505	1
00378104901	1
00378104910	1
00378105101	1
00378105105	1
00378105201	1
00378105210	1
00378105301	1
00378105310	1
00378105401	1
00378105405	1
00378106601	1
00378106605	1
00378108901	1
00378108905	1
00378110101	1
00378110110	1
00378110501	1
00378110505	1
00378111001	1
00378111005	1
00378111301	1
00378112001	1
00378112093	1
00378112501	1
00378112510	1
00378113201	1
00378113210	1
00378113301	1
00378113401	1
00378114001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378114005	1
00378114201	1
00378115001	1
00378115005	1
00378116001	1
00378116580	1
00378116591	1
00378117101	1
00378117110	1
00378117591	1
00378118001	1
00378118005	1
00378119001	1
00378120001	1
00378135201	1
00378135205	1
00378135501	1
00378135505	1
00378140001	1
00378141001	1
00378141101	1
00378141105	1
00378141177	1
00378141910	1
00378141977	1
00378143005	1
00378143077	1
00378145201	1
00378145205	1
00378145401	1
00378145405	1
00378145801	1
00378145805	1
00378145877	1
00378153356	1
00378153383	1
00378153453	1
00378153459	1
00378156001	1
00378156010	1
00378157001	1
00378161001	1
00378161005	1
00378162001	1
00378162005	1
00378165001	1
00378165005	1
00378170001	1
00378170005	1
00378173001	1
00378174389	1
00378174589	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378180001	1
00378180005	1
00378180010	1
00378180301	1
00378180310	1
00378180501	1
00378180510	1
00378180701	1
00378180705	1
00378180710	1
00378180901	1
00378180910	1
00378181101	1
00378181105	1
00378181110	1
00378181301	1
00378181310	1
00378181501	1
00378181510	1
00378181701	1
00378181710	1
00378181901	1
00378181910	1
00378182101	1
00378182105	1
00378182301	1
00378182310	1
00378190101	1
00378190201	1
00378190301	1
00378191001	1
00378191010	1
00378191077	1
00378191201	1
00378191210	1
00378191401	1
00378191405	1
00378200201	1
00378200305	1
00378200393	1
00378200405	1
00378200493	1
00378200693	1
00378200877	1
00378200905	1
00378201201	1
00378202001	1
00378202005	1
00378202501	1
00378204201	1
00378204293	1
00378206301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378206401	1
00378206493	1
00378207201	1
00378207301	1
00378207310	1
00378207401	1
00378207410	1
00378207501	1
00378207510	1
00378207601	1
00378207605	1
00378207701	1
00378210001	1
00378210005	1
00378212001	1
00378212093	1
00378214601	1
00378214605	1
00378215001	1
00378218001	1
00378218005	1
00378220001	1
00378220005	1
00378222201	1
00378222301	1
00378222401	1
00378225001	1
00378226001	1
00378226401	1
00378226801	1
00378230201	1
00378230210	1
00378232101	1
00378232105	1
00378232501	1
00378240101	1
00378240201	1
00378240501	1
00378241001	1
00378245701	1
00378245710	1
00378247401	1
00378250010	1
00378250077	1
00378250093	1
00378251693	1
00378252093	1
00378253701	1
00378253710	1
00378258601	1
00378258610	1
00378258701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378258801	1
00378261001	1
00378261010	1
00378262501	1
00378262510	1
00378265001	1
00378265010	1
00378267001	0
00378267093	0
00378267501	1
00378267593	1
00378268501	1
00378268593	1
00378269501	1
00378269593	1
00378272191	1
00378272291	1
00378272391	1
00378277701	1
00378277705	1
00378297991	1
00378298091	1
00378300001	1
00378300005	1
00378300501	1
00378300510	1
00378300701	1
00378300710	1
00378301201	1
00378301210	1
00378301701	1
00378302001	1
00378302005	1
00378302201	1
00378302301	1
00378302401	1
00378302405	1
00378302501	1
00378304001	1
00378305001	1
00378307501	1
00378311001	1
00378312093	1
00378312501	1
00378312510	1
00378313101	1
00378313201	1
00378313301	1
00378315101	1
00378315177	1
00378315193	1
00378320501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378320525	1
00378324101	1
00378324201	1
00378324301	1
00378325001	1
00378326694	1
00378328691	1
00378328891	1
00378334999	1
00378335099	1
00378335199	1
00378335299	1
00378336099	1
00378336199	1
00378341101	1
00378341201	1
00378341301	1
00378341305	1
00378342201	1
00378347101	1
00378347201	1
00378347210	1
00378347301	1
00378347401	1
00378347501	1
00378347530	1
00378348201	1
00378348230	1
00378349501	1
00378350205	1
00378350291	1
00378350505	1
00378350591	1
00378351105	1
00378351191	1
00378351205	1
00378351291	1
00378351305	1
00378351391	1
00378351491	1
00378351510	1
00378351593	1
00378353005	1
00378353093	1
00378354505	1
00378354593	1
00378354725	1
00378354752	1
00378356601	1
00378356701	1
00378356822	1
00378356893	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378356899	1
00378356922	1
00378356993	1
00378356999	1
00378360101	1
00378360110	1
00378360210	1
00378361101	1
00378361110	1
00378361201	1
00378361301	1
00378363101	1
00378363105	1
00378363201	1
00378363205	1
00378363301	1
00378363305	1
00378363401	1
00378363405	1
00378375001	0
00378375093	0
00378400101	1
00378400105	1
00378400177	1
00378400301	1
00378400305	1
00378400377	1
00378400501	1
00378400505	1
00378400577	1
00378400701	1
00378401001	1
00378401005	1
00378401101	1
00378401201	1
00378401301	1
00378402101	1
00378402201	1
00378402401	1
00378402801	1
00378407001	1
00378412201	1
00378412401	1
00378415101	1
00378415105	1
00378417501	1
00378418601	1
00378418605	1
00378418693	1
00378418701	1
00378418705	1
00378418793	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378418801	1
00378418805	1
00378418893	1
00378421001	1
00378422001	1
00378425001	1
00378425010	1
00378425101	1
00378425105	1
00378425201	1
00378425205	1
00378425391	1
00378425405	1
00378425491	1
00378427505	1
00378427577	1
00378427593	1
00378427605	1
00378427677	1
00378427693	1
00378429601	1
00378429693	1
00378429701	1
00378429793	1
00378429801	1
00378429893	1
00378435093	1
00378441501	1
00378441505	1
00378443001	1
00378443005	1
00378447201	1
00378447205	1
00378455101	1
00378455301	1
00378472501	1
00378473501	1
00378474501	1
00378477501	1
00378488101	1
00378488201	1
00378488301	1
00378488401	1
00378488501	1
00378501001	1
00378501010	1
00378501101	1
00378501105	1
00378501201	1
00378501205	1
00378501301	1
00378501305	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378502191	1
00378502291	1
00378502391	1
00378502491	1
00378504191	1
00378504291	1
00378504391	1
00378505001	1
00378505005	1
00378505101	1
00378505201	1
00378505301	1
00378510501	1
00378511001	1
00378512301	1
00378512401	1
00378512501	1
00378515005	1
00378515091	1
00378520001	1
00378520805	1
00378520877	1
00378520905	1
00378520977	1
00378521005	1
00378521077	1
00378521193	1
00378522001	1
00378522005	1
00378522205	1
00378522293	1
00378528001	1
00378528005	1
00378530093	1
00378530501	1
00378530505	1
00378531001	1
00378531005	1
00378534001	1
00378534005	1
00378537501	1
00378537510	1
00378541028	1
00378542028	1
00378550101	1
00378550201	1
00378550301	1
00378550401	1
00378550501	1
00378552101	1
00378552501	1
00378555001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378561305	1
00378561378	1
00378561505	1
00378561578	1
00378561705	1
00378561778	1
00378561991	1
00378563059	1
00378563159	1
00378563259	1
00378571001	1
00378571093	1
00378575001	1
00378600401	1
00378600405	1
00378600901	1
00378600905	1
00378601001	1
00378601005	1
00378601501	1
00378602001	1
00378602005	1
00378602101	1
00378602201	1
00378602389	1
00378603405	1
00378603477	1
00378606001	1
00378607401	1
00378607405	1
00378609001	1
00378609701	1
00378609705	1
00378610105	1
00378610191	1
00378610205	1
00378610291	1
00378610305	1
00378610391	1
00378610505	1
00378610591	1
00378610691	1
00378612001	1
00378612493	1
00378613106	1
00378614144	1
00378614145	1
00378615001	1
00378615010	1
00378615077	1
00378615093	1
00378615146	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378615149	0
00378616001	1
00378617201	1
00378617301	1
00378617401	1
00378618001	1
00378618005	1
00378620101	1
00378620201	1
00378620301	1
00378622001	1
00378623101	1
00378623105	1
00378623201	1
00378623205	1
00378623301	1
00378623305	1
00378626001	1
00378628001	1
00378628010	1
00378628101	1
00378632001	1
00378632093	1
00378638001	1
00378638093	1
00378641001	1
00378641010	1
00378644001	1
00378644093	1
00378651091	1
00378652005	1
00378652091	1
00378654005	1
00378654091	1
00378660501	1
00378660505	1
00378661001	1
00378661005	1
00378661193	1
00378661293	1
00378661488	1
00378661493	1
00378666440	1
00378666940	1
00378672501	1
00378672601	1
00378672701	1
00378672705	1
00378675082	1
00378681001	1
00378686801	1
00378686901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378690501	1
00378692501	1
00378698501	1
00378698601	1
00378698789	1
00378698858	1
00378698891	1
00378698893	1
00378698962	1
00378698964	1
00378698966	1
00378698993	1
00378699052	1
00378699058	1
00378699091	1
00378699152	1
00378699252	1
00378699393	1
00378699789	0
00378700110	1
00378700193	1
00378700210	1
00378700293	1
00378700310	1
00378700393	1
00378700410	1
00378700493	1
00378700501	1
00378701001	1
00378701705	1
00378701793	1
00378702501	1
00378705001	1
00378706501	1
00378709601	1
00378709693	1
00378709701	1
00378709801	1
00378709989	1
00378710077	1
00378710177	1
00378710301	1
00378710401	1
00378710501	1
00378710601	1
00378710701	1
00378710801	1
00378718505	1
00378718605	1
00378718705	1
00378773293	1
00378773493	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00378773497	1
00378801510	1
00378801593	1
00378803005	1
00378803077	1
00378803093	1
00378808801	1
00378808805	1
00378810491	1
00378810891	1
00378811291	1
00378811501	1
00378820001	1
00378821010	1
00378821077	1
00378822010	1
00378822077	1
00378824010	1
00378824077	1
00378825091	1
00378828005	1
00378828077	1
00378850091	1
00378850501	1
00378851001	1
00378851501	1
00378868854	1
00378904005	0
00378904505	0
00378910293	1
00378910493	1
00378911293	1
00378911693	1
00378911916	1
00378911998	1
00378912116	1
00378912198	1
00378912216	1
00378912298	1
00378912316	1
00378912398	1
00378912416	1
00378912498	1
00378929010	1
00378929091	1
00378963943	1
00386000102	0
00386000103	0
00386000104	0
00386000106	0
00386000404	0
00395061716	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00395228191	0
00395262501	0
00406035701	1
00406035705	1
00406035709	1
00406035762	1
00406035791	1
00406035801	1
00406035805	1
00406035862	1
00406035901	1
00406035905	1
00406036001	1
00406036005	1
00406036101	1
00406036105	1
00406036162	1
00406036201	1
00406036301	1
00406036305	1
00406036362	1
00406036401	1
00406036501	1
00406036562	1
00406036601	1
00406036662	1
00406036701	1
00406036705	1
00406036762	1
00406037516	1
00406048301	1
00406048310	1
00406048401	1
00406048403	1
00406048410	1
00406048420	1
00406048450	1
00406048462	1
00406048501	1
00406048505	1
00406051201	1
00406051205	1
00406051262	1
00406051291	1
00406052201	1
00406052262	1
00406052301	1
00406052362	1
00406053201	1
00406053205	1
00406054034	1
00406055201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00406055262	1
00406055401	1
00406056201	1
00406058201	1
00406059301	1
00406059401	1
00406059501	1
00406059601	1
00406066101	1
00406066105	1
00406066301	1
00406066303	1
00406066305	1
00406066362	1
00406066701	1
00406083012	1
00406083024	1
00406083030	1
00406097001	1
00406097005	1
00406112101	1
00406112110	1
00406112201	1
00406112210	1
00406112401	1
00406112410	1
00406117001	1
00406117003	1
00406142301	1
00406145101	1
00406172101	1
00406172105	1
00406172110	1
00406177201	1
00406177205	1
00406177210	1
00406177262	1
00406200103	1
00406200190	1
00406200301	1
00406202201	1
00406202210	1
00406202310	1
00406202401	1
00406202410	1
00406202801	1
00406202805	1
00406202810	1
00406202901	1
00406202905	1
00406202910	1
00406203001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00406203005	1
00406203010	1
00406204001	1
00406204101	1
00406204110	1
00406204616	1
00406205001	1
00406205101	1
00406205105	1
00406205201	1
00406205210	1
00406205301	1
00406205310	1
00406205401	1
00406205410	1
00406205501	1
00406205510	1
00406205601	1
00406205610	1
00406205701	1
00406205801	1
00406205901	1
00406206401	1
00406206410	1
00406206503	1
00406206590	1
00406206610	1
00406206690	1
00406206703	1
00406206710	1
00406206790	1
00406206803	1
00406206810	1
00406206890	1
00406206990	1
00406208001	1
00406209601	1
00406209703	1
00406209705	1
00406209801	1
00406209803	1
00406209805	1
00406209890	1
00406209903	1
00406209990	1
00406218910	1
00406224701	1
00406224705	1
00406224801	1
00406324301	1
00406324401	1
00406324901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00406345434	1
00406575501	1
00406577101	1
00406577162	1
00406697434	1
00406717101	1
00406717105	1
00406800312	1
00406800315	1
00406800324	1
00406800330	1
00406831501	1
00406832001	1
00406833001	1
00406838001	1
00406838062	1
00406839001	1
00406851501	1
00406853001	1
00406855550	1
00406855830	1
00406866830	1
00406895801	1
00406895901	1
00406896101	1
00406896201	1
00406920230	1
00406920430	1
00406920630	1
00406920830	1
00406921230	1
00406921630	1
00406990603	0
00406990703	0
00406990803	0
00406991001	0
00406991003	0
00406991103	0
00406991203	0
00406991303	0
00406991501	0
00406991503	0
00406991601	0
00406992003	0
00406992103	0
00406992201	0
00406992203	0
00406992303	0
00406992403	0
00406992503	0
00406992603	0
00406993103	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00406993203	1
00406993303	1
00406993403	1
00406995903	1
00406996001	1
00409014411	1
00409080501	1
00409080601	1
00409113405	1
00409114401	1
00409114402	1
00409115170	1
00409115212	1
00409115270	1
00409115278	1
00409115901	1
00409116101	1
00409116201	1
00409116202	1
00409116301	1
00409117830	0
00409118069	0
00409118130	0
00409120120	0
00409120301	0
00409120703	1
00409121501	1
00409125301	0
00409125401	0
00409125601	1
00409125830	1
00409127332	1
00409128133	1
00409128135	1
00409128331	1
00409130431	1
00409131230	1
00409131625	0
00409140231	0
00409146401	1
00409155910	0
00409155930	0
00409156010	0
00409156029	0
00409161050	0
00409163910	1
00409176230	1
00409191833	1
00409191835	1
00409195232	1
00409196605	1
00409196607	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00409196614	1
00409198505	1
00409198530	1
00409205105	1
00409217201	1
00409226501	1
00409228721	0
00409228722	0
00409228731	0
00409228761	0
00409229031	1
00409230502	1
00409230760	1
00409230802	1
00409233610	1
00409233725	1
00409258501	0
00409258705	1
00409259603	1
00409259605	1
00409263401	1
00409263450	1
00409272003	1
00409272101	1
00409272301	1
00409272302	1
00409277602	1
00409299803	1
00409317801	1
00409321805	1
00409330703	1
00409330803	1
00409335601	1
00409336501	1
00409339732	0
00409341401	1
00409350501	1
00409350601	1
00409357801	1
00409359002	1
00409379301	1
00409379501	1
00409379561	1
00409379601	1
00409397703	1
00409401101	1
00409402702	0
00409403101	1
00409405001	1
00409405503	1
00409418703	0
00409419701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00409427001	1
00409427601	1
00409427602	1
00409427701	1
00409427702	1
00409427902	1
00409428202	1
00409433201	1
00409471302	1
00409471332	1
00409475901	1
00409476013	1
00409477601	0
00409485605	1
00409488710	1
00409488720	1
00409488750	1
00409488799	1
00409488810	1
00409488820	1
00409490234	1
00409490334	1
00409490434	0
00409568401	1
00409568523	1
00409610202	1
00409610204	1
00409610210	1
00409613803	1
00409613822	1
00409613903	1
00409613922	1
00409614309	0
00409614322	0
00409650901	1
00409651001	1
00409653301	1
00409653349	1
00409653401	1
00409653501	1
00409662502	1
00409663734	1
00409665106	1
00409665305	1
00409672924	0
00409677802	1
00409677862	1
00409678002	1
00409710167	1
00409711807	1
00409712207	1
00409713809	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00409713909	1
00409724101	1
00409733201	1
00409733304	1
00409733410	1
00409733503	1
00409733701	1
00409733801	1
00409744401	1
00409744501	1
00409771403	1
00409781124	1
00409781137	1
00409788423	1
00409790209	1
00409792202	1
00409792209	1
00409792609	1
00409792909	1
00409794109	1
00409795309	0
00409797205	1
00409797305	1
00409798302	1
00409798303	1
00409798309	1
00409798330	1
00409798436	1
00409798437	1
00409798509	1
00409799009	1
00409909332	1
00409909335	1
00409909428	1
00409913705	0
00409915701	1
00409915801	1
00414006305	1
00414006405	1
00414006436	1
00430011120	0
00430011224	0
00430011320	0
00430014514	0
00430014523	0
00430016724	0
00430019024	0
00430019124	0
00430021014	0
00430021514	0
00430022014	0
00430022323	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00430022423	1
00430022640	0
00430038924	0
00430039024	0
00430039124	0
00430043514	0
00430043614	0
00430048214	0
00430053014	0
00430054414	0
00430054423	0
00430057014	0
00430057045	0
00430058014	0
00430058045	0
00430058514	0
00430058545	0
00430072024	0
00430072124	0
00430072224	0
00430302015	0
00430302017	0
00430303015	0
00430323015	0
00430323016	0
00430324015	0
00430375414	0
00430620140	0
00430620240	0
00440707030	1
00440707060	1
00440709690	1
00440709730	1
00440709790	1
00440710130	1
00440717030	1
00440717502	1
00440724210	1
00440724328	1
00440724503	1
00440728104	1
00440729110	1
00440729114	1
00440729390	1
00440729590	1
00440729702	1
00440730004	1
00440731790	1
00440739090	1
00440742090	1
00440747390	1
00440748395	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00440748610	1
00440748730	1
00440752502	1
00440754030	1
00440754090	1
00440755520	1
00440755560	1
00440755692	1
00440757191	1
00440761330	1
00440762704	1
00440767590	1
00440767630	1
00440769060	1
00440770508	1
00440772108	1
00440772507	0
00440772514	0
00440772602	0
00440772790	1
00440772890	1
00440772990	1
00440773490	1
00440773606	1
00440773960	1
00440778445	1
00440778490	1
00440782530	1
00440787830	1
00440787860	1
00440787890	1
00440801130	1
00440811092	1
00440815630	1
00440816506	1
00440816520	1
00440816590	1
00440816612	1
00440816703	1
00440831060	1
00440832130	1
00440832190	1
00440832230	1
00440832390	1
00440832430	1
00440832490	1
00440847515	1
00440848730	1
00440857030	1
00440860830	1
00456005001	0
00456005501	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00456006001	0
00456045701	0
00456045800	0
00456045801	0
00456045863	0
00456045900	0
00456045901	0
00456045963	0
00456046001	0
00456046101	0
00456046163	0
00456046201	0
00456046301	0
00456046401	0
00456064416	0
00456067099	0
00456067299	0
00456067801	0
00456067901	0
00456069801	0
00456074413	0
00456074513	0
00456074613	0
00456132000	0
00456132001	0
00456132100	0
00456132101	0
00456132200	0
00456132201	0
00456132300	0
00456132301	0
00456132400	0
00456132401	0
00456132500	0
00456132501	0
00456132600	0
00456132601	0
00456132700	0
00456132701	0
00456132800	0
00456132801	0
00456132900	0
00456132901	0
00456133000	0
00456133001	0
00456133100	0
00456133101	0
00456140201	0
00456140230	0
00456140263	0
00456140501	0
00456140530	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00456140563	0
00456141001	0
00456141030	0
00456141063	0
00456142001	0
00456142030	0
00456150055	0
00456151060	0
00456151260	0
00456152560	0
00456155060	0
00456200501	0
00456201001	0
00456201011	0
00456201063	0
00456202001	0
00456202011	0
00456202063	0
00456210108	0
00456261230	0
00456261300	0
00456261330	0
00456261390	0
00456261400	0
00456261430	0
00456261463	0
00456261490	0
00456261500	0
00456261530	0
00456261590	0
00456261600	0
00456261630	0
00456261690	0
00456261790	0
00456315467	0
00456320014	0
00456320212	0
00456320511	0
00456320560	0
00456320563	0
00456321060	0
00456321063	0
00456333001	0
00456333060	0
00456333063	0
00456401001	0
00456402001	0
00456404001	0
00456430008	0
00456431001	1
00456432002	1
00456433001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00456520001	0
00458040010	0
00462015315	0
00462015346	0
00462015380	0
00462016215	0
00462016230	0
00462016360	0
00462026315	0
00462026360	0
00462026460	0
00462027740	1
00462029360	0
00462030160	0
00462033230	0
00462033360	0
00462034646	1
00462034803	1
00462035815	0
00462035830	0
00462035860	0
00462035930	0
00462035960	0
00462039060	0
00462039160	0
00462039204	0
00462039460	0
00462039530	1
00462039560	1
00462043404	0
00462043460	0
00463250005	1
00469002104	0
00469060773	0
00469061711	0
00469061773	0
00469065711	0
00469065773	0
00469305130	0
00469321110	0
00469325010	0
00469352530	0
00469357550	0
00469520111	0
00469520130	0
00469520160	0
00469520211	0
00469520230	0
00469520260	0
00469650189	0
00472001304	1
00472003616	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00472006708	1
00472008216	1
00472011720	1
00472011745	1
00472015015	1
00472015030	1
00472015060	1
00472015515	1
00472015530	1
00472015560	1
00472016315	1
00472016330	1
00472016630	1
00472023066	1
00472023516	1
00472024260	1
00472026150	1
00472030115	1
00472030116	1
00472030180	1
00472030615	1
00472030680	1
00472032126	1
00472033720	1
00472033730	1
00472037015	1
00472037045	1
00472037115	1
00472037145	1
00472037915	1
00472037945	1
00472038015	1
00472038045	1
00472038115	1
00472038145	1
00472038215	1
00472038245	1
00472038250	1
00472038316	1
00472046030	1
00472046060	1
00472046106	1
00472046112	1
00472046330	1
00472046360	1
00472046430	1
00472046460	1
00472046530	1
00472046560	1
00472046715	1
00472046730	1
00472046790	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00472046906	1
00472046912	1
00472047006	1
00472047012	1
00472047106	1
00472047112	1
00472051112	1
00472051124	1
00472075330	1
00472075360	1
00472075516	1
00472080216	1
00472080302	1
00472080304	1
00472082516	1
00472083123	1
00472083130	1
00472085010	1
00472088282	1
00472091145	1
00472091202	1
00472103016	1
00472127016	1
00472127094	1
00472128516	1
00472128533	1
00472132002	1
00472132016	1
00472132626	1
00472135832	1
00472136016	1
00472140016	1
00472141904	1
00472141916	1
00472162704	1
00472162716	1
00472162816	1
00472162916	1
00472163004	1
00472163016	1
00472173803	1
00472500060	1
00472500160	1
00472500208	1
00482006101	0
00482015706	0
00482015906	0
00482018110	0
00482476015	0
00482476030	0
00482477015	0
00482480014	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00482480020	0
00482480220	0
00482480420	0
00482490002	0
00485005101	1
00485006601	1
00485007116	1
00486111101	0
00486111105	0
00486111401	0
00486112501	1
00486112505	1
00486113401	0
00486113501	0
00487020101	1
00487020102	1
00487020103	1
00487020160	1
00487030101	1
00487950101	1
00487950102	1
00487950103	1
00487950125	1
00487950160	1
00487980101	1
00487980125	1
00487980130	1
00487980160	1
00487990130	1
00487990401	1
00487990425	1
00490007530	1
00496059801	1
00496070803	0
00496070804	0
00496071603	0
00496071604	0
00496071703	0
00496071704	0
00496072604	0
00496072606	0
00496072903	0
00496072904	0
00496072906	0
00496075164	0
00496075204	0
00496076003	0
00496076004	0
00496076304	0
00496077704	0
00496077804	0
00496077864	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00496077865	0
00496077874	0
00496079904	0
00496079964	0
00496079965	0
00496080004	0
00496080064	0
00496080065	0
00496080074	0
00496080215	0
00496082115	0
00496082125	0
00496082145	0
00496082904	0
00496085745	0
00496095305	1
00501630496	0
00501630604	0
00516005110	0
00516005125	0
00516005401	0
00516005410	0
00516009301	0
00517002010	1
00517003125	1
00517003225	1
00517013005	1
00517013125	1
00517013410	0
00517023410	0
00517029925	1
00517030110	1
00517040125	1
00517051025	1
00517064825	1
00517072001	1
00517075001	1
00517080125	1
00517101025	1
00517107125	1
00517113005	1
00517155025	1
00517231005	0
00517234010	0
00517260225	1
00517281025	1
00517293025	1
00517300525	1
00517301025	1
00517400225	1
00517401001	1
00517405025	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00517420125	1
00517460225	1
00517460525	1
00517462025	1
00517490125	1
00517490525	1
00517493025	1
00517503401	1
00517505001	1
00517560125	1
00517561025	1
00517570225	1
00517570425	1
00517571025	1
00517750425	1
00517751003	1
00517760425	1
00517761003	1
00517763003	1
00517872210	1
00525041030	0
00525041090	0
00525045090	0
00525050390	0
00525051090	0
00525085590	0
00525090690	0
00525201090	0
00525203030	0
00525428190	0
00525674801	0
00525675216	1
00525801950	0
00525801990	0
00527058601	1
00527058610	1
00527105001	1
00527123101	1
00527123110	1
00527128201	1
00527128210	1
00527130101	1
00527130105	1
00527130801	1
00527131001	1
00527131010	1
00527131101	1
00527131201	1
00527131301	1
00527131530	1
00527131701	1
00527131801	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00527132401	1
00527132410	1
00527132501	1
00527132510	1
00527132601	1
00527133001	1
00527133010	1
00527133501	1
00527133601	1
00527133825	1
00527133850	1
00527134101	1
00527134110	1
00527134201	1
00527134210	1
00527134301	1
00527134310	1
00527134401	1
00527134410	1
00527134501	1
00527134510	1
00527134601	1
00527134610	1
00527134701	1
00527134710	1
00527134901	1
00527134910	1
00527135001	1
00527135010	1
00527135101	1
00527135110	1
00527135201	1
00527135301	1
00527135401	1
00527135501	1
00527136701	1
00527136710	1
00527136801	1
00527136901	1
00527136906	1
00527137001	1
00527137101	1
00527137110	1
00527137201	1
00527137210	1
00527137290	1
00527137301	1
00527137310	1
00527137390	1
00527137401	1
00527137410	1
00527137490	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00527137501	1
00527137601	1
00527137690	1
00527137701	1
00527137710	1
00527137801	1
00527137901	1
00527138201	1
00527138301	1
00527139201	1
00527139330	1
00527140701	1
00527140901	1
00527141001	1
00527141301	1
00527141310	1
00527141401	1
00527141410	1
00527141901	1
00527141910	1
00527142001	1
00527142010	1
00527142536	1
00527142562	1
00527142563	1
00527142636	1
00527144201	1
00527144301	1
00527144305	1
00527144501	1
00527144510	1
00527146101	1
00527146201	1
00527146301	1
00527153501	1
00527153730	1
00527155201	1
00527163801	1
00527163810	1
00527170401	1
00527170405	1
00527176030	1
00527176630	1
00535001101	0
00536589001	1
00548105200	1
00548139000	1
00548205200	1
00548301100	1
00548301200	1
00548301300	1
00548301500	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00548335200	1
00548590000	0
00548906100	1
00555001002	1
00555001005	1
00555001102	1
00555001105	1
00555003302	1
00555003305	1
00555005902	1
00555005905	1
00555006602	1
00555007101	1
00555007102	1
00555007105	1
00555009496	1
00555009596	1
00555009696	1
00555009796	1
00555009896	1
00555010102	1
00555010202	1
00555010702	1
00555013809	1
00555013909	1
00555014009	1
00555015802	1
00555015804	1
00555015902	1
00555015904	1
00555016302	1
00555016305	1
00555016402	1
00555016405	1
00555017178	1
00555017801	1
00555017802	1
00555017901	1
00555017902	1
00555018001	1
00555018002	1
00555021110	1
00555023202	1
00555023302	1
00555024171	1
00555025202	1
00555025205	1
00555028502	1
00555028505	1
00555028602	1
00555028605	1
00555030102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00555030138	1
00555030202	1
00555030204	1
00555030302	1
00555030305	1
00555030402	1
00555030404	1
00555030502	1
00555032302	1
00555032304	1
00555032402	1
00555034458	1
00555034502	1
00555035101	1
00555035201	1
00555036302	1
00555036305	1
00555038102	1
00555038202	1
00555038502	1
00555038504	1
00555038602	1
00555038702	1
00555044402	1
00555044404	1
00555044521	1
00555048302	1
00555048305	1
00555048401	1
00555048402	1
00555048527	1
00555048802	1
00555048805	1
00555048902	1
00555048904	1
00555049002	1
00555049004	1
00555049109	1
00555049209	1
00555049309	1
00555049409	1
00555051302	1
00555052102	1
00555052202	1
00555052204	1
00555054401	1
00555057202	1
00555057235	1
00555057693	1
00555058502	1
00555058504	1
00555058801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00555058901	1
00555059001	1
00555059402	1
00555059502	1
00555060602	1
00555060702	1
00555060704	1
00555061214	1
00555061314	1
00555061414	1
00555061514	1
00555061762	1
00555062702	1
00555063302	1
00555063402	1
00555063502	1
00555063509	1
00555064302	1
00555064304	1
00555065802	1
00555070102	1
00555070284	1
00555071558	1
00555071951	1
00555071954	1
00555072051	1
00555072054	1
00555072702	1
00555072802	1
00555072902	1
00555073202	1
00555073204	1
00555073302	1
00555076202	0
00555076402	0
00555076602	0
00555076702	0
00555076802	0
00555077001	1
00555077002	1
00555077004	1
00555077502	1
00555077602	1
00555077702	1
00555077802	1
00555077902	1
00555077904	1
00555078702	1
00555078802	1
00555078902	1
00555079002	1
00555079102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00555079202	1
00555080802	1
00555082902	1
00555083102	1
00555083105	1
00555083202	1
00555083205	1
00555083302	1
00555083305	1
00555083402	1
00555083502	1
00555085902	1
00555086002	1
00555086102	1
00555086902	1
00555086905	1
00555087154	1
00555087202	1
00555087204	1
00555087302	1
00555087304	1
00555087402	1
00555087405	1
00555087602	1
00555087702	1
00555087704	1
00555087705	1
00555087707	1
00555088202	1
00555088602	1
00555088604	1
00555088702	1
00555088704	1
00555089902	1
00555090201	1
00555090202	1
00555090401	1
00555090414	1
00555091704	1
00555091709	1
00555092302	1
00555092502	1
00555092602	1
00555095202	1
00555095302	1
00555095402	1
00555095502	1
00555095602	1
00555096702	1
00555096802	1
00555096902	1
00555097102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00555097202	1
00555097302	1
00555097402	1
00555098037	1
00555099702	1
00555100916	1
00555101016	1
00555101116	1
00555102001	1
00555102101	1
00555102201	1
00555105486	1
00555105556	1
00555105586	1
00555105686	1
00555105756	1
00555105786	1
00555108001	1
00555108101	1
00555108201	1
00555108301	1
00555108401	1
00555108501	1
00555111705	1
00555113111	1
00555113212	1
00555177104	1
00555177109	1
00555177204	1
00555188302	1
00555900867	1
00555900942	1
00555901058	1
00555901258	1
00555901467	1
00555901658	1
00555901858	1
00555902058	1
00555902542	1
00555902658	1
00555902742	1
00555902858	1
00555903270	1
00555903458	1
00555904358	1
00555904558	1
00555904758	1
00555904958	1
00555905058	1
00555905167	1
00555906458	1
00555906558	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00555906667	1
00555912366	1
00555913167	1
00555913179	1
00562780501	0
00562780505	0
00562780525	0
00562780701	0
00562780706	0
00562780710	0
00574001602	1
00574010601	1
00574010603	1
00574010714	1
00574010770	1
00574010777	1
00574011001	1
00574011215	1
00574011501	1
00574012730	1
00574012901	1
00574013301	1
00574013401	1
00574013501	1
00574014704	1
00574015210	1
00574016330	1
00574019401	1
00574019450	1
00574021409	1
00574021509	1
00574022001	1
00574022201	1
00574022301	1
00574024601	1
00574024701	1
00574025001	1
00574025101	1
00574029201	1
00574040405	0
00574040415	1
00574041202	1
00574041205	1
00574041207	1
00574042001	0
00574042010	0
00574042125	0
00574042504	1
00574043000	0
00574043001	0
00574043025	0
00574043101	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00574043125	0
00574046005	0
00574046105	0
00574060115	0
00574061105	1
00574082001	1
00574082010	1
00574082105	1
00574085005	1
00574085010	1
00574085801	1
00574087005	1
00574087205	1
00574200202	1
00574200216	1
00574200416	1
00574200802	1
00574200815	1
00574200830	1
00574202001	0
00574202007	0
00574202108	1
00574202116	1
00574205912	1
00574206001	1
00574206030	1
00574206045	1
00574212128	1
00574212138	1
00574400910	1
00574410010	1
00574410310	1
00574704012	1
00574704512	1
00574709012	1
00574709312	1
00574711212	1
00574711412	1
00574722406	1
00574722612	1
00574723412	1
00574723612	1
00574916701	1
00575620030	0
00591001319	1
00591001410	1
00591001419	1
00591001610	1
00591001619	1
00591001919	1
00591003104	1
00591007704	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591024001	1
00591024005	1
00591024010	1
00591024101	1
00591024105	1
00591024110	1
00591024201	1
00591024205	1
00591024210	1
00591030001	1
00591030010	1
00591030101	1
00591030110	1
00591030201	1
00591030205	1
00591033501	1
00591033601	1
00591033801	1
00591033810	1
00591033860	1
00591033901	1
00591033905	1
00591033910	1
00591033960	1
00591034301	1
00591034305	1
00591034310	1
00591034501	1
00591034505	1
00591034510	1
00591034701	1
00591034705	1
00591034801	1
00591034805	1
00591034810	1
00591034901	1
00591034905	1
00591036305	1
00591036401	1
00591036901	1
00591037001	1
00591037101	1
00591037201	1
00591038501	1
00591038505	1
00591038701	1
00591038705	1
00591038801	1
00591039501	1
00591039601	1
00591040401	1
00591040501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591040505	1
00591040601	1
00591040610	1
00591040701	1
00591040710	1
00591040801	1
00591040810	1
00591040901	1
00591040905	1
00591040975	1
00591041001	1
00591041150	1
00591041401	1
00591041501	1
00591041601	1
00591042401	1
00591042405	1
00591042501	1
00591042616	1
00591044401	1
00591045301	1
00591045405	1
00591045460	1
00591046001	1
00591046005	1
00591046010	1
00591046101	1
00591046105	1
00591046110	1
00591046201	1
00591046210	1
00591046301	1
00591046310	1
00591048701	1
00591048705	1
00591048801	1
00591048805	1
00591050201	1
00591050205	1
00591050301	1
00591050305	1
00591052801	1
00591054001	1
00591054005	1
00591058201	1
00591058301	1
00591060501	1
00591060505	1
00591060601	1
00591060605	1
00591060701	1
00591065701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591065705	1
00591065710	1
00591065801	1
00591065805	1
00591065810	1
00591066801	1
00591066805	1
00591067005	1
00591067101	1
00591067601	1
00591069801	1
00591069805	1
00591071805	1
00591071818	1
00591071860	1
00591073701	1
00591074401	1
00591074501	1
00591074601	1
00591074605	1
00591074701	1
00591074901	1
00591074905	1
00591077901	1
00591077905	1
00591078001	1
00591078005	1
00591078019	1
00591078036	1
00591078130	1
00591078201	1
00591078301	1
00591079101	1
00591079301	1
00591079305	1
00591079401	1
00591079410	1
00591079501	1
00591079510	1
00591079601	1
00591079605	1
00591079610	1
00591080001	1
00591080005	1
00591080101	1
00591080105	1
00591080301	1
00591080310	1
00591081046	1
00591081055	1
00591081083	1
00591081085	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591082001	1
00591082101	1
00591082401	1
00591082501	1
00591083925	1
00591083960	1
00591084101	1
00591084201	1
00591084301	1
00591084330	1
00591084401	1
00591084410	1
00591084415	1
00591084501	1
00591084510	1
00591084515	1
00591085301	1
00591085305	1
00591085860	1
00591086001	1
00591086005	1
00591086101	1
00591086105	1
00591086201	1
00591086205	1
00591086760	1
00591086776	1
00591088501	1
00591090030	1
00591093201	1
00591093301	1
00591094401	1
00591094410	1
00591111710	1
00591111730	1
00591111810	1
00591111830	1
00591111930	1
00591221911	1
00591222011	1
00591222215	1
00591222315	1
00591222455	1
00591222501	1
00591222601	1
00591222718	1
00591222801	1
00591222805	1
00591222901	1
00591222905	1
00591222910	1
00591223015	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591223115	1
00591223218	1
00591223260	1
00591223319	1
00591223330	1
00591223401	1
00591223410	1
00591223501	1
00591223510	1
00591234716	1
00591245501	1
00591269201	1
00591271301	1
00591271305	1
00591277501	1
00591288001	1
00591288201	1
00591288401	1
00591288601	1
00591288830	1
00591289030	1
00591289330	1
00591289354	1
00591290130	1
00591290154	1
00591311101	1
00591312001	1
00591312016	1
00591312879	1
00591313760	1
00591313830	1
00591315301	1
00591315901	1
00591316801	1
00591317104	1
00591317304	1
00591317601	1
00591317605	1
00591317701	1
00591317705	1
00591317801	1
00591317805	1
00591319101	1
00591319105	1
00591319301	1
00591319305	1
00591319401	1
00591319405	1
00591319689	1
00591319752	1
00591319872	1
00591320201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591320301	1
00591320413	1
00591320860	1
00591320960	1
00591321060	1
00591321160	1
00591321272	1
00591321372	1
00591321472	1
00591321901	1
00591322001	1
00591322126	1
00591322247	1
00591322379	1
00591322415	1
00591322801	1
00591323001	1
00591323110	1
00591323910	1
00591324830	1
00591324930	1
00591325001	1
00591325601	1
00591332230	1
00591333105	1
00591333119	1
00591333130	1
00591333205	1
00591333230	1
00591336601	1
00591336701	1
00591336901	1
00591336905	1
00591338560	1
00591341605	1
00591342301	1
00591342305	1
00591343330	1
00591343360	1
00591346401	1
00591346405	1
00591346501	1
00591346505	1
00591346601	1
00591346605	1
00591346753	1
00591346853	1
00591347166	1
00591349401	1
00591349630	1
00591349730	1
00591349830	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591350101	1
00591350201	1
00591350301	1
00591351101	1
00591351201	1
00591351301	1
00591351401	1
00591351501	1
00591354060	1
00591354125	1
00591354160	1
00591354260	1
00591354360	1
00591354376	1
00591354401	1
00591354560	1
00591354601	1
00591354605	1
00591357035	1
00591359160	1
00591359260	1
00591359360	1
00591360072	1
00591360172	1
00591360272	1
00591366305	1
00591366319	1
00591366405	1
00591366419	1
00591366505	1
00591366519	1
00591374001	1
00591374101	1
00591374201	1
00591374301	1
00591374401	1
00591375319	1
00591375519	1
00591396801	1
00591396805	1
00591396901	1
00591396905	1
00591396925	1
00591397005	1
00591397050	1
00591397101	1
00591397201	1
00591397301	1
00591401201	1
00591505201	1
00591505210	1
00591505901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591505910	1
00591521601	1
00591521610	1
00591523801	1
00591523901	1
00591530701	1
00591530710	1
00591531901	1
00591532101	1
00591532110	1
00591532501	1
00591533501	1
00591533510	1
00591533701	1
00591533710	1
00591534701	1
00591534710	1
00591538101	1
00591538105	1
00591538201	1
00591538205	1
00591543801	1
00591544005	1
00591544050	1
00591544201	1
00591544205	1
00591544210	1
00591544301	1
00591544305	1
00591544310	1
00591551301	1
00591551305	1
00591551310	1
00591552201	1
00591552205	1
00591552301	1
00591552305	1
00591552310	1
00591553550	1
00591553801	1
00591553805	1
00591554001	1
00591554025	1
00591554301	1
00591554310	1
00591554401	1
00591554405	1
00591555250	1
00591555305	1
00591555350	1
00591555401	1
00591555410	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591555501	1
00591555510	1
00591555601	1
00591555610	1
00591555701	1
00591555705	1
00591556001	1
00591556101	1
00591557101	1
00591559901	1
00591560001	1
00591560010	1
00591561901	1
00591561905	1
00591561910	1
00591562001	1
00591562005	1
00591562010	1
00591562101	1
00591562105	1
00591562110	1
00591562901	1
00591563001	1
00591563010	1
00591563101	1
00591563110	1
00591564201	1
00591564205	1
00591564301	1
00591564305	1
00591565801	1
00591565805	1
00591565810	1
00591566001	1
00591566005	1
00591566101	1
00591566105	1
00591569401	1
00591569460	1
00591569550	1
00591570801	1
00591571301	1
00591571401	1
00591571501	1
00591571630	1
00591573001	1
00591573005	1
00591573101	1
00591573105	1
00591577701	1
00591577710	1
00591577801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00591578201	1
00591578301	1
00591578601	1
00591578605	1
00591578701	1
00591578705	1
00591578710	1
00591578801	1
00591578805	1
00591578901	1
00591588201	1
00591588301	1
00591588401	1
00597000160	0
00597000302	0
00597000601	0
00597000701	0
00597001101	0
00597001314	0
00597001801	0
00597002901	0
00597003001	0
00597003112	0
00597003134	0
00597003212	0
00597003234	0
00597003334	0
00597003401	0
00597003937	0
00597004037	0
00597004137	0
00597004237	0
00597004337	0
00597004437	0
00597004660	0
00597005801	0
00597007017	0
00597007537	0
00597007541	0
00597007547	0
00597007575	0
00597008130	0
00597008676	0
00597008717	0
00597010190	0
00597010930	0
00597011330	0
00597011530	0
00597011630	0
00597012437	0
00597012537	0
00597012637	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00597012737	0
00597018390	0
00597018461	0
00597018490	0
00597018561	0
00597018590	0
00597019061	0
00597019090	0
00597019161	0
00597019190	0
00597028530	0
00603100858	1
00603102058	1
00603103058	1
00603106558	1
00603106845	1
00603106958	1
00603107554	1
00603107556	1
00603107558	1
00603107858	1
00603108858	1
00603116158	1
00603119058	1
00603124447	1
00603129558	1
00603131058	1
00603131473	1
00603131558	1
00603132858	1
00603132958	1
00603133058	1
00603137856	1
00603137858	1
00603137859	1
00603137865	1
00603139364	1
00603139447	1
00603142258	1
00603143558	1
00603144947	1
00603145047	1
00603145247	1
00603148149	1
00603148158	1
00603149158	1
00603150858	1
00603152058	1
00603153258	1
00603153458	1
00603153558	1
00603153658	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603156756	1
00603156758	1
00603158454	1
00603158458	1
00603158554	1
00603158558	1
00603158654	1
00603158658	1
00603158754	1
00603158758	1
00603158854	1
00603158858	1
00603163558	1
00603168458	1
00603168558	1
00603178547	1
00603178647	1
00603178747	1
00603184158	1
00603185358	1
00603210902	1
00603211002	1
00603211033	1
00603211521	1
00603211532	1
00603211621	1
00603211628	1
00603211632	1
00603212721	1
00603212728	1
00603212732	1
00603212821	1
00603212828	1
00603212832	1
00603212921	1
00603212928	1
00603212932	1
00603213021	1
00603213028	1
00603221221	1
00603221232	1
00603221321	1
00603221332	1
00603221421	1
00603221432	1
00603221521	1
00603221621	1
00603221721	1
00603233721	1
00603233802	1
00603233804	1
00603233816	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603233819	1
00603233820	1
00603233821	1
00603233822	1
00603233832	1
00603233921	1
00603233928	1
00603240621	1
00603240628	1
00603240632	1
00603240721	1
00603240728	1
00603240732	1
00603241821	1
00603241832	1
00603241921	1
00603242621	1
00603243321	1
00603243332	1
00603243421	1
00603243432	1
00603243521	1
00603243532	1
00603254021	1
00603254421	1
00603254428	1
00603254432	1
00603254521	1
00603254528	1
00603254621	1
00603254821	1
00603255021	1
00603255321	1
00603258221	1
00603258228	1
00603258232	1
00603271421	1
00603271432	1
00603294802	1
00603294816	1
00603294820	1
00603294821	1
00603294822	1
00603294828	1
00603294832	1
00603294902	1
00603294916	1
00603294920	1
00603294921	1
00603294922	1
00603294928	1
00603294932	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603295021	1
00603295028	1
00603295721	1
00603295728	1
00603295732	1
00603295821	1
00603295828	1
00603295832	1
00603295921	1
00603295928	1
00603305221	1
00603305232	1
00603306221	1
00603307821	1
00603307828	1
00603307921	1
00603307928	1
00603307932	1
00603307934	1
00603316221	1
00603316232	1
00603318021	1
00603318121	1
00603321316	1
00603321320	1
00603321321	1
00603321328	1
00603321402	1
00603321416	1
00603321420	1
00603321421	1
00603321422	1
00603321428	1
00603321432	1
00603321502	1
00603321516	1
00603321520	1
00603321521	1
00603321528	1
00603321532	1
00603326532	1
00603344121	1
00603344228	1
00603348119	1
00603348128	1
00603348219	1
00603348228	1
00603350816	1
00603371432	1
00603373921	1
00603373932	1
00603373934	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603374021	1
00603374032	1
00603374034	1
00603374121	1
00603374128	1
00603374132	1
00603385521	1
00603385525	1
00603385532	1
00603385621	1
00603385632	1
00603385634	1
00603385721	1
00603385732	1
00603388021	1
00603388102	1
00603388104	1
00603388112	1
00603388116	1
00603388119	1
00603388120	1
00603388121	1
00603388122	1
00603388128	1
00603388132	1
00603388202	1
00603388204	1
00603388212	1
00603388216	1
00603388220	1
00603388221	1
00603388222	1
00603388228	1
00603388232	1
00603388302	1
00603388321	1
00603388328	1
00603388332	1
00603388421	1
00603388428	1
00603388502	1
00603388516	1
00603388520	1
00603388521	1
00603388522	1
00603388528	1
00603388532	1
00603388621	1
00603388628	1
00603388721	1
00603388722	1
00603388728	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603388732	1
00603388802	1
00603388804	1
00603388820	1
00603388821	1
00603388822	1
00603388828	1
00603388832	1
00603389021	1
00603389028	1
00603389121	1
00603389128	1
00603389721	1
00603389728	1
00603389919	1
00603390021	1
00603390121	1
00603396721	1
00603396728	1
00603396821	1
00603396828	1
00603396832	1
00603396921	1
00603401821	1
00603401828	1
00603401921	1
00603401928	1
00603402021	1
00603402028	1
00603402121	1
00603402128	1
00603402221	1
00603402228	1
00603402321	1
00603402328	1
00603411021	1
00603411121	1
00603411821	1
00603412221	1
00603412321	1
00603417016	1
00603420921	1
00603420928	1
00603421002	1
00603421016	1
00603421021	1
00603421032	1
00603421060	1
00603421102	1
00603421121	1
00603421132	1
00603421134	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603421160	1
00603421202	1
00603421221	1
00603421232	1
00603421234	1
00603421260	1
00603421402	1
00603421421	1
00603421428	1
00603421430	1
00603421432	1
00603421460	1
00603438121	1
00603438221	1
00603438321	1
00603441521	1
00603441621	1
00603442421	1
00603447021	1
00603447121	1
00603448521	1
00603448528	1
00603448621	1
00603448628	1
00603448632	1
00603459315	1
00603459321	1
00603461421	1
00603461428	1
00603461432	1
00603461520	1
00603461521	1
00603461528	1
00603461532	1
00603471221	1
00603471321	1
00603471421	1
00603471521	1
00603478221	1
00603488621	1
00603497502	1
00603497503	1
00603497504	1
00603497520	1
00603497521	1
00603497528	1
00603497532	1
00603499021	1
00603499121	1
00603499221	1
00603499721	1
00603499821	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603499828	1
00603504321	1
00603509021	1
00603509028	1
00603509121	1
00603509221	1
00603509321	1
00603511021	1
00603514121	1
00603514132	1
00603514221	1
00603514232	1
00603516521	1
00603516532	1
00603516616	1
00603516621	1
00603516622	1
00603516632	1
00603516721	1
00603516732	1
00603516821	1
00603516832	1
00603519216	1
00603519221	1
00603533521	1
00603533532	1
00603533621	1
00603533715	1
00603533721	1
00603533731	1
00603533732	1
00603533815	1
00603533821	1
00603533828	1
00603533831	1
00603533832	1
00603533921	1
00603533928	1
00603533932	1
00603536121	1
00603537121	1
00603537128	1
00603537221	1
00603543721	1
00603543821	1
00603543832	1
00603543921	1
00603544821	1
00603544825	1
00603544921	1
00603545021	1
00603545921	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603545928	1
00603546221	1
00603546521	1
00603546621	1
00603546628	1
00603546632	1
00603546716	1
00603546721	1
00603546728	1
00603546732	1
00603546802	1
00603546816	1
00603546821	1
00603546822	1
00603546828	1
00603546832	1
00603568320	1
00603568328	1
00603568420	1
00603568428	1
00603568520	1
00603568528	1
00603568620	1
00603568628	1
00603568632	1
00603568820	1
00603568920	1
00603568928	1
00603575521	1
00603576321	1
00603576328	1
00603576332	1
00603576421	1
00603576428	1
00603576516	1
00603576521	1
00603576528	1
00603576921	1
00603576928	1
00603577021	1
00603577121	1
00603578021	1
00603578028	1
00603578121	1
00603578128	1
00603580121	1
00603580128	1
00603580321	1
00603580325	1
00603594528	1
00603596921	1
00603597021	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00603614721	1
00603614732	1
00603614821	1
00603614832	1
00603616021	1
00603616028	1
00603616032	1
00603616121	1
00603616128	1
00603616132	1
00603624021	1
00603624032	1
00603624121	1
00603624132	1
00603638121	1
00603646821	1
00603646828	1
00603646832	1
00603646921	1
00603646928	1
00603646932	1
00603702073	1
00603703841	1
00603703939	1
00603724073	1
00603749539	1
00603760817	1
00603760917	1
00603764017	1
00603764217	1
00603766517	1
00603771482	1
00603778178	1
00603778552	1
00603781874	1
00603781878	1
00603786174	1
00603786190	1
00603786274	1
00603786290	1
00603786449	1
00603812711	1
00603812718	1
00603813611	1
00603813618	1
00603906354	1
00603906358	1
00603938856	1
00641012121	1
00641012125	1
00641036725	1
00641037621	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00641037625	1
00641047625	0
00641047725	0
00641049125	1
00641092821	1
00641092825	1
00641092925	1
00641139835	1
00641149535	1
00641149635	1
00641234141	1
00642006860	0
00642007212	0
00642007416	0
00642007530	0
00642007630	0
00642007790	0
00642007912	0
00642016210	1
00642020010	0
00642020110	0
00642020410	0
00642020790	0
00642020810	0
00642020930	0
00642046116	0
00642064510	0
00642064710	0
00642064916	0
00642274690	0
00642275590	0
00677000701	1
00677007601	1
00677011710	1
00677042701	1
00677042710	1
00677056202	1
00677056205	1
00677058901	1
00677059802	1
00677060401	1
00677060501	1
00677060610	1
00677061301	1
00677062410	1
00677062501	1
00677062510	1
00677067503	1
00677069001	1
00677069801	1
00677069810	1
00677078301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00677078305	1
00677078401	1
00677079902	1
00677081907	1
00677082401	1
00677087001	1
00677087010	1
00677103105	1
00677111901	1
00677135901	1
00677147201	1
00677148001	1
00677148201	1
00677148210	1
00677148301	1
00677148701	1
00677168901	1
00677170007	1
00677170105	1
00677170201	1
00677170301	1
00677170701	1
00677170807	1
00677176801	1
00677176901	1
00677177001	1
00677189301	1
00677191805	1
00677193101	1
00677193201	1
00677193401	1
00677194501	1
00677194601	1
00677197801	1
00677197901	1
00677198001	1
00677198101	1
00682048016	0
00702301201	1
00703003101	1
00703004301	1
00703004501	1
00703005101	1
00703006301	1
00703032503	1
00703033501	1
00703033504	1
00703034603	1
00703095803	1
00703102030	1
00703102930	1
00703150102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00703208403	1
00703219101	1
00703219104	1
00703301513	1
00703315401	1
00703315501	1
00703330104	1
00703332104	1
00703333301	1
00703334301	1
00703398501	1
00703398601	1
00703401418	1
00703418201	1
00703418301	1
00703424401	1
00703424601	1
00703424801	1
00703440211	1
00703441211	1
00703443411	1
00703450201	1
00703450204	1
00703468501	1
00703476601	1
00703476801	1
00703485281	0
00703485291	0
00703504303	1
00703504601	1
00703505401	1
00703507501	1
00703514001	1
00703514501	1
00703565301	1
00703565601	1
00703574711	1
00703574811	1
00703585401	1
00703612101	1
00703612501	1
00703680101	1
00703681121	1
00703701103	1
00703701301	1
00703702103	1
00703702301	1
00703704103	1
00703704501	1
00703722102	1
00703722601	1
00703723939	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00703735101	1
00703735102	1
00703787103	1
00703797103	1
00703797301	1
00703903203	1
00703904003	1
00703940204	1
00703941601	1
00703951403	1
00703952601	1
00713013212	1
00713013506	1
00713013512	1
00713016612	1
00713031788	1
00713050301	1
00713050312	1
00713050324	1
00713052612	1
00713053612	1
00713063115	1
00713063131	1
00713063160	1
00713063215	1
00713063231	1
00713063260	1
00713063337	1
00713063415	1
00713063437	1
00713063515	1
00713063537	1
00713063915	1
00713063986	1
00713064015	1
00713064086	1
00713070153	1
00713070185	1
00777087120	0
00777310402	0
00777310502	0
00777310507	0
00777310530	0
00777310730	0
00781100801	1
00781100805	1
00781103001	1
00781103201	1
00781103401	1
00781103601	1
00781104601	1
00781104613	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781104701	1
00781104713	1
00781104801	1
00781104901	1
00781105301	1
00781105310	1
00781106101	1
00781106105	1
00781106110	1
00781106401	1
00781106410	1
00781107101	1
00781107201	1
00781107701	1
00781107705	1
00781107710	1
00781107801	1
00781107810	1
00781107901	1
00781107905	1
00781107910	1
00781108901	1
00781108905	1
00781112301	1
00781112305	1
00781113801	1
00781114601	1
00781116301	1
00781116305	1
00781116401	1
00781116405	1
00781116501	1
00781116505	1
00781117601	1
00781117801	1
00781118101	1
00781118110	1
00781118192	1
00781118201	1
00781118210	1
00781118292	1
00781118301	1
00781118392	1
00781118701	1
00781118801	1
00781119101	1
00781119110	1
00781120360	1
00781120501	1
00781120510	1
00781121060	1
00781121360	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781121701	1
00781121801	1
00781121805	1
00781121901	1
00781121905	1
00781122301	1
00781122310	1
00781122801	1
00781122810	1
00781126201	1
00781126205	1
00781126210	1
00781132360	1
00781132401	1
00781132410	1
00781135901	1
00781138101	1
00781139101	1
00781139113	1
00781139201	1
00781139213	1
00781139301	1
00781139313	1
00781139601	1
00781139610	1
00781139613	1
00781139701	1
00781139801	1
00781140301	1
00781140305	1
00781140401	1
00781140405	1
00781140501	1
00781140505	1
00781140701	1
00781140705	1
00781143601	1
00781143701	1
00781143801	1
00781143901	1
00781144601	1
00781144605	1
00781145201	1
00781145210	1
00781145301	1
00781145310	1
00781148601	1
00781148610	1
00781148701	1
00781148710	1
00781148801	1
00781148810	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781148901	1
00781149001	1
00781149101	1
00781149631	1
00781149668	1
00781149669	1
00781149731	1
00781150601	1
00781150610	1
00781150701	1
00781150710	1
00781151601	1
00781151610	1
00781152601	1
00781152610	1
00781152960	1
00781154201	1
00781154401	1
00781154410	1
00781155601	1
00781155610	1
00781159901	1
00781159905	1
00781159910	1
00781161966	1
00781163501	1
00781164366	1
00781164601	1
00781165301	1
00781165501	1
00781165510	1
00781166692	1
00781166701	1
00781166792	1
00781166801	1
00781167931	1
00781167933	1
00781168131	1
00781168133	1
00781169501	1
00781169510	1
00781171501	1
00781171601	1
00781171701	1
00781171801	1
00781171901	1
00781174801	1
00781175001	1
00781176001	1
00781176201	1
00781176401	1
00781176410	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781176413	1
00781176601	1
00781176610	1
00781178501	1
00781178701	1
00781178760	1
00781178901	1
00781178905	1
00781178910	1
00781178960	1
00781181801	1
00781181810	1
00781182901	1
00781182910	1
00781183001	1
00781183010	1
00781183120	1
00781183201	1
00781183801	1
00781184001	1
00781184201	1
00781185220	1
00781187431	1
00781188310	1
00781188313	1
00781188360	1
00781188425	1
00781188431	1
00781189101	1
00781189201	1
00781189301	1
00781189401	1
00781194131	1
00781194133	1
00781194339	1
00781194382	1
00781196160	1
00781196260	1
00781196601	1
00781196610	1
00781197101	1
00781197201	1
00781197301	1
00781197401	1
00781197501	1
00781197650	1
00781202001	1
00781202005	1
00781202031	1
00781202076	1
00781202701	1
00781203701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781204304	1
00781204316	1
00781204342	1
00781204367	1
00781204701	1
00781204801	1
00781204805	1
00781205101	1
00781205105	1
00781205201	1
00781205205	1
00781205301	1
00781205305	1
00781205401	1
00781205405	1
00781206701	1
00781206705	1
00781206789	1
00781207401	1
00781207410	1
00781207601	1
00781210201	1
00781210301	1
00781210401	1
00781211201	1
00781211301	1
00781211317	1
00781211901	1
00781211931	1
00781212601	1
00781212701	1
00781212705	1
00781212801	1
00781212805	1
00781212901	1
00781212905	1
00781214401	1
00781214501	1
00781217660	1
00781217664	1
00781220101	1
00781220105	1
00781220201	1
00781220205	1
00781222601	1
00781222701	1
00781222801	1
00781222901	1
00781223201	1
00781223231	1
00781223301	1
00781223310	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781223331	1
00781223392	1
00781223401	1
00781223410	1
00781223431	1
00781224801	1
00781225801	1
00781226950	0
00781227101	1
00781227201	1
00781227264	1
00781227301	1
00781227310	1
00781227364	1
00781227401	1
00781227410	1
00781227464	1
00781232501	1
00781232510	1
00781235001	1
00781235005	1
00781235310	1
00781235331	1
00781235501	1
00781235510	1
00781261301	1
00781261305	1
00781261331	1
00781261376	1
00781261413	1
00781261460	1
00781261560	1
00781261660	1
00781261713	1
00781261760	1
00781267202	1
00781271501	1
00781280901	1
00781281001	1
00781281101	1
00781282201	1
00781282210	1
00781282301	1
00781282310	1
00781282401	1
00781282410	1
00781282431	1
00781282708	1
00781282808	1
00781285505	1
00781285560	1
00781286531	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781293801	1
00781293850	1
00781300395	1
00781301095	1
00781302975	1
00781303175	1
00781303295	1
00781303395	1
00781305271	0
00781305295	0
00781305714	1
00781305780	1
00781306672	1
00781306675	1
00781307370	1
00781307470	1
00781307471	1
00781308571	0
00781309995	0
00781310195	0
00781310395	0
00781311963	1
00781311964	1
00781311966	1
00781311968	1
00781311969	1
00781312168	1
00781312169	1
00781312595	1
00781312646	1
00781312695	1
00781313171	1
00781313670	1
00781314870	1
00781316475	1
00781317307	1
00781317414	1
00781317780	1
00781317796	1
00781317895	1
00781317986	1
00781318795	1
00781318895	1
00781320685	1
00781320695	1
00781320785	1
00781320795	1
00781320885	1
00781320895	1
00781320990	1
00781320995	1
00781321046	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781322295	1
00781324009	1
00781324375	1
00781324572	1
00781340795	1
00781340895	1
00781340995	1
00781341392	1
00781345196	1
00781345246	1
00781345295	1
00781500410	1
00781500501	1
00781500505	1
00781501501	1
00781501701	1
00781502001	1
00781502101	1
00781502201	1
00781502207	1
00781502901	1
00781503201	1
00781503210	1
00781504301	1
00781504401	1
00781504450	1
00781504501	1
00781504601	1
00781504701	1
00781505001	1
00781505005	1
00781505010	1
00781505061	1
00781505101	1
00781505105	1
00781505161	1
00781505201	1
00781505205	1
00781505261	1
00781505631	1
00781505731	1
00781506001	1
00781506020	1
00781506101	1
00781506120	1
00781507031	1
00781507092	1
00781507131	1
00781507192	1
00781507231	1
00781507292	1
00781507331	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781507392	1
00781507431	1
00781507492	1
00781507501	1
00781507686	1
00781508392	1
00781508492	1
00781508592	1
00781508701	1
00781508801	1
00781509660	1
00781510001	1
00781511172	1
00781511272	1
00781511372	1
00781511460	1
00781511501	1
00781513101	1
00781513201	1
00781513301	1
00781513401	1
00781515701	1
00781515801	1
00781515901	1
00781517001	1
00781517101	1
00781517105	1
00781517201	1
00781517205	1
00781517501	1
00781517505	1
00781517728	1
00781518001	1
00781518010	1
00781518101	1
00781518110	1
00781518201	1
00781518210	1
00781518301	1
00781518401	1
00781518410	1
00781518501	1
00781518601	1
00781518610	1
00781518701	1
00781518710	1
00781518801	1
00781518901	1
00781519001	1
00781519101	1
00781519501	1
00781519510	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781519601	1
00781519610	1
00781520831	1
00781520892	1
00781520931	1
00781520992	1
00781522101	1
00781522201	1
00781522301	1
00781522401	1
00781523192	1
00781523292	1
00781523806	1
00781523864	1
00781523964	1
00781523980	1
00781524892	1
00781524992	1
00781525092	1
00781525192	1
00781525713	1
00781525731	1
00781525733	1
00781525813	1
00781525831	1
00781525833	1
00781526564	1
00781526664	1
00781526680	1
00781528001	1
00781530401	1
00781530501	1
00781530601	1
00781531008	1
00781531108	1
00781531208	1
00781531308	1
00781531701	1
00781531710	1
00781531801	1
00781531810	1
00781532001	1
00781532101	1
00781532201	1
00781532501	1
00781532531	1
00781535631	1
00781538531	1
00781538601	1
00781538631	1
00781538701	1
00781538731	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781540501	0
00781540901	1
00781540931	1
00781541701	1
00781541731	1
00781543820	1
00781543901	1
00781543920	1
00781544101	1
00781544110	1
00781544201	1
00781544210	1
00781544301	1
00781544310	1
00781544401	1
00781544410	1
00781552737	1
00781563001	1
00781563101	1
00781571001	1
00781571010	1
00781572001	1
00781572005	1
00781572010	1
00781573313	1
00781573413	1
00781574801	1
00781574901	1
00781575301	1
00781575401	1
00781580510	1
00781580592	1
00781580610	1
00781580631	1
00781580692	1
00781580710	1
00781580731	1
00781580792	1
00781581610	1
00781581631	1
00781581692	1
00781581710	1
00781581731	1
00781581792	1
00781581810	1
00781581831	1
00781581892	1
00781602246	1
00781602252	1
00781602346	1
00781602352	1
00781603946	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781603955	1
00781603958	1
00781604146	1
00781604155	1
00781604158	1
00781605370	1
00781605470	1
00781607746	1
00781607761	1
00781607846	1
00781607861	1
00781610246	1
00781610446	1
00781613948	1
00781613954	1
00781613957	1
00781614116	1
00781615395	0
00781615646	1
00781615652	1
00781615657	1
00781615746	1
00781615752	1
00781615757	1
00781616852	1
00781616946	1
00781616952	1
00781620246	1
00781620257	1
00781620291	1
00781620346	1
00781620357	1
00781620391	1
00781627043	1
00781632079	1
00781652306	1
00781652386	1
00781652406	1
00781652486	1
00781705449	1
00781705459	1
00781705803	1
00781705805	1
00781705839	1
00781706319	1
00781706335	1
00781706619	1
00781706627	1
00781706730	1
00781706761	1
00781706819	1
00781706827	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00781706903	1
00781706927	1
00781706935	1
00781707427	1
00781707450	1
00781707787	1
00781707819	1
00781709004	1
00781709261	1
00781710660	1
00781710955	1
00781711155	1
00781711255	1
00781711355	1
00781711455	1
00781724055	1
00781724155	1
00781724255	1
00781724355	1
00781724455	1
00781884001	1
00781884101	1
00781884201	1
00781884301	1
00781916475	1
00781916575	1
00785635001	0
00785635050	0
00802396216	0
00813079955	1
00832003800	1
00832003810	1
00832003850	1
00832004209	1
00832004210	1
00832004309	1
00832004310	1
00832004409	1
00832004410	1
00832008600	1
00832011100	1
00832011150	1
00832030000	1
00832030100	1
00832030110	1
00832030200	1
00832030210	1
00832030300	1
00832030310	1
00832030400	1
00832040000	1
00832040100	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00832046515	1
00832046530	1
00832046560	1
00832051100	1
00832051101	1
00832051200	1
00832051201	1
00832051300	1
00832100800	1
00832101500	1
00832101550	1
00832102400	1
00832102409	1
00832102410	1
00832102450	1
00832102500	1
00832102509	1
00832102550	1
00832108000	1
00832108100	1
00832108110	1
00832108200	1
00832108210	1
00832121100	1
00832121101	1
00832121110	1
00832121200	1
00832121201	1
00832121210	1
00832121300	1
00832121301	1
00832121310	1
00832121400	1
00832121401	1
00832121410	1
00832121500	1
00832121501	1
00832121510	1
00832121600	1
00832121601	1
00832121610	1
00832121700	1
00832121701	1
00832121800	1
00832121801	1
00832121900	1
00832121901	1
00884039602	1
00884076304	0
00884077304	0
00884077350	0
00884398603	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00884529212	0
00884660010	0
00884730809	0
00904016012	1
00904019560	1
00904030460	1
00904035560	1
00904035740	1
00904035760	1
00904035840	1
00904035860	1
00904042751	1
00904042840	1
00904042851	1
00904043040	1
00904043051	1
00904043061	1
00904056060	1
00904062580	1
00904064360	1
00904064460	1
00904076160	1
00904076180	1
00904076260	1
00904076360	1
00904079310	1
00904079335	1
00904100716	1
00904105560	1
00904105660	1
00904107060	1
00904107080	1
00904108761	1
00904115260	1
00904145361	1
00904150060	1
00904150261	1
00904174840	1
00904174860	1
00904174960	1
00904190705	1
00904190735	1
00904204360	1
00904217519	1
00904229561	1
00904261361	1
00904261460	1
00904261461	1
00904267460	1
00904272046	1
00904272540	1
00904272560	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00904272561	1
00904272835	1
00904297005	1
00904300305	1
00904301710	1
00904314110	1
00904328040	1
00904328060	1
00904336561	1
00904337960	1
00904344061	1
00904385561	1
00904389260	1
00904393460	1
00904399061	1
00904399161	1
00904506516	1
00904512060	1
00904515460	1
00904518640	1
00904518660	1
00904518740	1
00904518760	1
00904521960	1
00904526140	1
00904526152	1
00904527460	1
00904533960	1
00904537861	1
00904537940	1
00904537952	1
00904537961	1
00904538261	1
00904539260	1
00904539261	1
00904544861	1
00904549546	1
00904549646	1
00904550261	1
00904552361	1
00904552461	1
00904555361	1
00904555461	1
00904555661	1
00904555940	1
00904555960	1
00904558252	1
00904558760	1
00904559060	1
00904559061	1
00904559140	1
00904559160	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00904559161	1
00904560118	1
00904560152	1
00904560180	1
00904560189	1
00904560340	1
00904560361	1
00904561061	1
00904561161	1
00904562961	1
00904563161	1
00904563261	1
00904563289	1
00904563293	1
00904563461	1
00904563561	1
00904563661	1
00904564093	1
00904567661	1
00904567761	1
00904567961	1
00904568461	1
00904574961	1
00904575527	1
00904578561	1
00904579061	1
00904579461	1
00904579661	1
00904579761	1
00904579961	1
00904580161	1
00904580261	1
00904580843	1
00904580846	1
00904580848	1
00904580861	1
00904580880	1
00904580889	1
00904580943	1
00904580946	1
00904580948	1
00904580980	1
00904580989	1
00904580993	1
00904581043	1
00904581046	1
00904581048	1
00904581052	1
00904581080	1
00904581089	1
00904581093	1
00904581143	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00904581146	1
00904581180	1
00904581189	1
00904581289	1
00904581361	1
00904584914	1
00904584918	1
00904584940	1
00904584952	1
00904584953	1
00904584954	1
00904584980	1
00904584989	1
00904584993	1
00904585040	1
00904585053	1
00904585089	1
00904585093	1
00904585140	1
00904585152	1
00904585189	1
00904585193	1
00904585461	1
00904585561	1
00904586161	1
00904586661	1
00904586861	1
00904587061	1
00904587161	1
00904587261	1
00904587361	1
00904588061	1
00904588161	1
00904588661	1
00904588761	1
00904588861	1
00904589061	1
00904590440	1
00904590460	1
00904590560	1
00904591361	1
00904591461	1
00904592161	1
00904592261	1
00904592761	1
00904594061	1
00904594106	1
00904594961	1
00904595306	1
00904595961	1
00904596061	1
00904596261	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00904596361	1
00904598161	1
00904598840	1
00904598852	1
00904598861	1
00904599261	1
00904600740	1
00904600760	1
00904600860	1
00904600960	1
00904601004	1
00904601104	1
00904601260	1
00904601531	1
00904601804	1
00904601946	1
00904601960	1
00904602260	1
00904602360	1
00904602460	1
00904603060	1
00904603360	1
00904603380	1
00904603460	1
00904604127	1
00904605261	1
00904606861	1
00904607861	1
00904607961	1
00904608040	1
00904608052	1
00904608361	1
00904608561	1
00904608661	1
00904608861	1
00904609061	1
00904609761	1
00904610361	1
00904610961	1
00904611961	1
00904612661	1
00904613960	1
00904614060	1
00904614160	1
00904614260	1
00904614360	1
00904614961	1
00904615661	1
00904617061	1
00904617161	1
00904771861	1
00904773760	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00904777361	1
00904780960	1
00904780961	1
00904788160	1
00904792260	1
00904792360	1
00904792638	1
00904792960	1
00904793838	1
00904794680	1
00904794760	1
00904794780	1
00944262004	0
00944265503	0
00944265504	0
00944270002	1
00944270003	1
00944270004	1
00944270005	1
00944270006	1
00944280201	0
00944280202	0
00944283310	0
00944293101	0
00944293201	0
00944293301	0
00944294210	0
00944294310	0
00944294410	0
00944294510	0
00944294610	0
00944295002	0
00944295004	0
00944296703	0
00944296705	0
00955025050	0
00955079001	1
00955079005	1
00955170210	1
00955170510	1
00955170550	1
00998020315	0
00998020415	0
00998022315	0
00998022515	0
00998030305	0
00998031105	0
00998031505	0
00998033105	0
00998034205	0
00998035515	0
00998061505	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
00998063006	0
04351078710	0
04351078810	0
04351079510	0
04351079710	0
04351079810	0
04351080710	0
04351080810	0
04351088710	0
04351088810	0
04351098510	0
08290033005	1
08290033010	1
08290033110	1
08290034003	1
08290035005	1
08290036005	1
08290037002	1
08290037003	1
08290038003	1
08290038005	1
08290039005	1
08290091003	1
08290092005	1
08290093010	1
08290094010	1
08290095010	1
08290305109	0
08290305122	0
08290305125	0
08290305127	0
08290305156	0
08290305195	0
08290305196	0
08290305778	0
08290305930	0
08290306413	1
08290306414	1
08290306424	1
08290306513	1
08290320109	0
08290328278	0
08290328279	0
08290328280	0
08290328281	0
08290328282	0
08290328283	0
08290328289	0
08290328290	0
08290328291	0
08290328410	0
08290328411	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
08290328418	0
08290328440	0
08290328466	0
08290328468	0
08290329622	0
08290329651	0
08290841201	0
08348000101	0
08373025529	0
08373076510	0
08373080010	0
08373080050	0
08373080110	0
08373080210	0
08373080310	0
08373081111	0
08373081211	0
08373081311	0
08373917700	0
08439620210	0
08489800001	0
08489800004	0
08514001001	0
08514011002	0
08514021001	0
08546000140	0
08569000003	0
08880950502	1
08880950505	1
08880950510	1
08880950540	1
08880950550	1
08880950585	1
08881511110	0
08881570121	1
08881570125	1
08881580125	1
08881590125	0
08881600145	0
08881600350	0
08881609331	0
08881609800	0
08884433605	0
10019001602	1
10019001617	1
10019002804	1
10019002805	1
10019002810	1
10019003783	1
10019004502	1
10019004604	1
10019010201	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10019010210	1
10019010239	1
10019016001	1
10019016201	0
10019017644	1
10019017837	0
10019017839	1
10019017844	1
10019017862	1
10019017963	1
10019025012	1
10019045002	1
10019055301	0
10019055302	0
10019055388	0
10019063002	1
10019064802	1
10019068102	1
10019068671	1
10019068703	1
10019068804	1
10019069304	1
10019093401	1
10019095501	1
10019095550	1
10019095601	1
10019095701	1
10122030110	1
10122065020	0
10122065060	0
10122070120	0
10122070160	0
10122070260	0
10122070420	0
10122070460	0
10122070520	0
10122070560	0
10122080120	0
10122080160	0
10122080220	0
10122080228	0
10122090112	0
10122090212	0
10135013410	1
10135014617	1
10135018201	1
10135018210	1
10135018230	1
10135018260	1
10135036701	1
10135036801	1
10135049205	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10135049210	1
10135049301	1
10135049310	1
10135049501	1
10135049890	1
10135049990	1
10135050405	1
10135050701	1
10135050905	1
10135051005	1
10135051105	1
10135051205	1
10135051230	1
10135051701	1
10135052510	1
10135052590	1
10135054110	1
10139006202	1
10139006210	1
10139006301	1
10139006311	1
10139006312	1
10139006350	1
10139007110	1
10139050112	1
10139090502	1
10139090510	1
10144042760	0
10144059215	0
10144060215	0
10144060415	0
10144060615	0
10147075004	1
10147079001	1
10147081004	1
10147088106	1
10147088206	1
10147088306	1
10147089103	1
10147089203	1
10147089303	1
10147090103	1
10147090203	1
10147170003	1
10147170007	1
10223020101	0
10223020201	0
10267002501	1
10267012001	1
10267012004	1
10267046401	1
10267083604	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10267086001	1
10267102501	1
10267102505	1
10267102701	1
10267102705	1
10267164001	1
10267164004	1
10267164104	1
10267199101	1
10267206901	1
10267206905	1
10337045015	0
10337050010	0
10337055019	0
10337064324	0
10337064497	0
10337064510	0
10337064610	0
10337064745	0
10337064810	0
10337064910	0
10337065219	0
10337065249	0
10337065252	0
10337065319	0
10337065501	0
10337065651	0
10337065715	0
10337065805	0
10337065809	0
10337065915	0
10337066145	0
10337066212	0
10337066311	0
10337066410	0
10337066716	0
10337066801	0
10337066999	0
10337070019	0
10337070510	0
10337071019	0
10337071510	0
10337074221	0
10337074451	0
10337074551	0
10337075151	0
10337075210	0
10337075410	0
10337075851	0
10337080301	0
10337080305	0
10337080403	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10337080445	0
10337080541	0
10337080641	1
10337081506	0
10370010100	1
10370010103	1
10370010150	1
10370010200	1
10370010203	1
10370010250	1
10370051010	1
10370051050	1
10370051110	1
10370051150	1
10454071110	0
10454071210	0
10481105002	0
10481105005	0
10481300801	1
10530081503	0
10542001010	1
10542001210	1
10542001409	0
10544036230	1
10544038228	1
10544040701	0
10572010001	1
10572010101	1
10572014762	1
10572040001	1
10572081002	1
10572081003	1
10572081005	1
10631009160	0
10631009216	0
10631009260	0
10631009362	0
10631009420	0
10631009430	0
10631009476	0
10631009620	0
10631009630	0
10631009808	0
10631009814	0
10631009928	0
10631009938	0
10631010030	0
10631010115	0
10631010130	0
10631010160	0
10631010215	0
10631010315	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10631010350	0
10631010515	0
10631010545	0
10631010560	0
10631011001	0
10631011301	0
10631020601	0
10631020602	0
10631028405	1
10631028505	1
10631040501	1
10631040601	0
10631040701	1
10631044731	1
10631048901	0
10631058431	1
10631058477	1
10631058531	1
10631058577	1
10631058631	1
10631058677	1
10702000201	1
10702000301	1
10702000310	1
10702000401	1
10702000801	1
10702000901	1
10702001001	1
10702001010	1
10702001050	1
10702001101	1
10702001110	1
10702001150	1
10702001201	1
10702001250	1
10702001301	1
10702001401	1
10702001601	1
10702001606	1
10702001801	1
10702002501	1
10702002601	1
10702002701	1
10702002801	1
10702002901	1
10702002910	1
10702003645	1
10702005216	1
10702005601	1
10702005701	1
10768701901	1
10768719103	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
10768728304	1
10768763102	1
10768773303	1
10768773304	1
10802120200	0
10892011410	0
10914040101	1
10914050001	1
10914060001	1
10914080016	1
10914081004	1
10914081016	1
10914095501	1
10922082130	0
10922082223	0
10922082502	0
10922082610	0
10922082806	0
10922082812	0
10952003513	0
11026261501	1
11026275509	0
11026284108	0
11042011296	0
11042011396	0
11042011397	0
11042011540	0
11042014203	0
11086003040	0
11086003201	0
11086003501	0
11086003701	1
11086004106	1
11086004501	0
11086004701	0
11098053301	0
11098053310	0
11391030200	0
11399000501	0
11399000530	0
11528001001	1
11528002001	1
11528010516	0
11528013501	0
11528042001	1
11528090545	0
11584002901	1
11584105306	1
11980001105	0
11980002205	0
11980002210	0
11980017405	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
11980017410	0
11980018005	0
11980018010	0
11980018015	0
11980021105	0
11980021110	0
11980021115	0
11980022805	0
11980022810	0
12165010003	1
12280000590	0
12280000890	0
12280001815	0
12280003150	0
12280006030	0
12280006390	0
12280006715	0
12280006730	0
12280006790	0
12280007930	0
12280016315	0
12280016330	0
12280016490	0
12280016705	0
12280016830	0
12280017060	0
12280017115	0
12280017130	0
12280018030	0
12280018190	0
12280025800	1
12280028715	0
12280028860	0
12280029230	0
12280030130	0
12280030715	0
12280032815	0
12280032890	0
12280035130	0
12280035190	0
12280036530	0
12280036590	0
12280036790	0
12280036990	0
12280037090	0
12280037405	0
12280037590	0
12280038090	0
12280038530	0
12280038590	0
12280038630	0
12280038700	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
12280039205	0
12280039225	0
12280039417	0
12280039630	0
12280040130	0
12280040803	0
12280041203	0
12496075701	0
12496120201	0
12496120203	0
12496120801	0
12496120803	0
12496127802	0
12496128302	0
12496130602	0
12496131002	0
12539014401	1
12539036060	0
12539072701	1
12593004790	1
12830071716	1
12830073516	1
12830075412	0
12830081016	1
12870000101	1
12870000102	1
12939013216	0
12939030541	0
12939031530	0
12948000112	0
13107000305	1
13107000330	1
13107000501	1
13107000505	1
13107000601	1
13107000605	1
13107000701	1
13107000705	1
13107003105	1
13107003130	1
13107003205	1
13107003230	1
13107005605	1
13107005660	1
13107007701	1
13107015505	1
13107015530	1
13107015599	1
13279010030	1
13279010130	1
13279030016	1
13279060010	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
13279060011	1
13279060110	1
13310010107	0
13310010207	0
13310010290	0
13310011901	0
13310011907	0
13310014501	0
13310014601	0
13310015307	0
13436070001	0
13436070002	0
13436070102	0
13453010011	0
13453020018	0
13453022550	0
13478000201	0
13478000204	0
13478000301	0
13478000305	0
13517013101	0
13533060135	0
13533063102	0
13533063504	0
13533063512	0
13533064512	0
13533064515	0
13533064520	0
13533064524	0
13533064571	0
13533070001	0
13548001013	0
13548001017	0
13548001109	0
13548001206	0
13548003025	0
13548003115	0
13548003130	0
13548003145	0
13548003175	0
13548003190	0
13548004012	0
13548007045	0
13551050105	0
13551060101	0
13551070105	1
13668000405	1
13668000410	1
13668000430	1
13668000501	1
13668000505	1
13668000510	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
13668000605	1
13668000701	1
13668000705	1
13668000710	1
13668000715	1
13668000730	1
13668000774	1
13668000790	1
13668000801	1
13668000805	1
13668000810	1
13668000815	1
13668000830	1
13668000890	1
13668000901	1
13668000905	1
13668000909	1
13668000974	1
13668001001	1
13668001005	1
13668001006	1
13668001074	1
13668001101	1
13668001105	1
13668001108	1
13668001174	1
13668001412	1
13668001505	1
13668001512	1
13668001612	1
13668001625	1
13668001760	1
13668002203	1
13668002303	1
13668002405	1
13668002410	1
13668003101	1
13668003105	1
13668003160	1
13668003174	1
13668003205	1
13668003260	1
13668003305	1
13668003360	1
13668003405	1
13668003460	1
13668003505	1
13668003560	1
13668003605	1
13668003660	1
13668003705	1
13668003760	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
13668003805	1
13668003860	1
13668003905	1
13668003960	1
13668004060	1
13668004501	1
13668004505	1
13668004529	1
13668004530	1
13668004701	1
13668004705	1
13668004805	1
13668004860	1
13668004905	1
13668004960	1
13668009590	1
13668011430	1
13668011490	1
13668011530	1
13668011590	1
13668011630	1
13668011730	1
13668011790	1
13668011830	1
13668026699	1
13668026801	1
13668026805	1
13668026810	1
13668027101	1
13668027105	1
13811000130	1
13811000216	1
13811000310	1
13811000890	0
13811000930	1
13811001030	1
13811001190	0
13811001290	1
13811001490	1
13811002710	0
13811002810	1
13811002960	1
13811004090	1
13811004210	1
13811004390	1
13811004490	1
13811004590	1
13811004690	1
13811004730	1
13811004930	1
13811005030	0
13811006260	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
13811006360	0
13811006412	1
13811006610	1
13811006816	1
13811007230	1
13811050460	1
13811051215	1
13811051510	1
13811051810	1
13811052501	1
13811052690	1
13811052701	1
13811052860	1
13811052990	1
13811053630	1
13811053890	1
13811053990	1
13811054030	1
13811054130	1
13811054190	1
13811054230	1
13811054330	1
13811054430	1
13811054630	1
13811055830	1
13811056890	1
13811057090	1
13811057190	1
13811057230	1
13811058030	1
13811058190	1
13811058230	1
13913000103	0
13913000130	0
13913000213	0
13913000316	0
13925004010	1
13925005010	1
13925007028	1
13925010060	1
13925010160	1
13925010201	1
13925010301	1
13925010430	1
13925010530	1
13925010690	1
13925010701	1
13925010801	1
13925011124	1
13925011404	1
13925011501	1
13925011601	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
13925011701	1
13925011890	1
13925011990	1
13925012060	1
13925012260	1
13925012301	1
13925012560	1
13925012710	1
13925012860	1
13925012890	1
13925014001	1
13925014230	1
13925014290	1
13925014390	1
13925014490	1
14290024120	1
14290024145	1
14290024220	1
14290024245	1
14290024320	1
14290024345	1
14290024415	1
14290024445	1
14290024515	1
14290024545	1
14290027015	1
14290027045	1
14290027115	1
14290027145	1
14290027361	1
14290031015	0
14290031045	0
14290031145	0
14290031315	0
14290031345	0
14290031360	0
14290031461	0
14290031463	0
14290035097	0
14290035197	0
14290035297	0
14290035397	0
14290035497	0
14290038135	0
14290050086	0
14290057098	0
14290057198	0
14550051202	1
14550051204	1
14565020210	1
14565020250	1
15014077704	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
15014088804	0
15054006001	0
15054009001	0
15054012001	0
15054012002	0
15054021101	0
15054021105	0
15054050001	0
15054104005	0
15210040335	1
15310001001	1
15310002001	1
15310007003	1
15330002510	1
15330002801	1
15330002810	1
15330002901	1
15330009506	1
15330018801	1
15330019501	1
15330024601	1
15330024605	1
15330025001	1
15330025081	1
15330026401	1
15330026501	1
15338012230	1
15338013330	1
15338020030	1
15338021130	1
15338022030	1
15338023330	1
15338060060	1
15370000710	1
15370000810	1
15370002110	1
15456032556	0
15456080503	0
15456098004	0
15584010101	0
15686010001	1
15686010101	1
15686010201	1
15686010205	1
15686011103	1
15686011105	1
15821010115	0
16110003515	0
16110003530	0
16110003560	0
16110005215	0
16110005260	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16110007501	0
16110025904	0
16110025907	0
16110026006	0
16252009722	1
16252009733	1
16252009766	1
16252009822	1
16252009833	1
16252009866	1
16252050530	1
16252050550	1
16252050590	1
16252050630	1
16252050650	1
16252050690	1
16252050730	1
16252050750	1
16252050790	1
16252050830	1
16252050850	1
16252050890	1
16252050930	1
16252050950	1
16252050990	1
16252051401	1
16252051501	1
16252051605	1
16252052301	1
16252052401	1
16252052501	1
16252052690	1
16252052750	1
16252052790	1
16252052850	1
16252052890	1
16252052990	1
16252053330	1
16252053350	1
16252053430	1
16252053450	1
16252053490	1
16252053530	1
16252053550	1
16252053590	1
16252053608	1
16252053901	1
16252054001	1
16252054130	1
16252054290	1
16252054390	1
16252054490	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16252054550	1
16252054590	1
16252054650	1
16252054690	1
16252054733	1
16252054766	1
16252055860	1
16252055960	1
16252056060	1
16252056160	1
16252056260	1
16252056360	1
16252056450	1
16252056460	1
16252056550	1
16252056560	1
16252056660	1
16252056760	1
16252056860	1
16252056960	1
16252057030	1
16252057101	1
16252057150	1
16252057201	1
16252057250	1
16252057301	1
16252057350	1
16252057701	1
16252057801	1
16252057901	1
16252058001	1
16252059099	1
16252059199	1
16252059299	1
16252059701	1
16252059801	1
16252059902	1
16252059944	1
16252060102	1
16252060144	1
16252061001	1
16252061101	1
16252061201	1
16252061301	1
16252061401	1
16477013001	0
16477013201	0
16477013616	0
16477050501	1
16477050521	1
16477056201	0
16477062816	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16477081901	0
16477082101	0
16571001301	1
16571010125	1
16571010150	1
16571012025	1
16571012050	1
16571013011	1
16571013050	1
16571014010	1
16571014050	1
16571014110	1
16571014150	1
16571020106	1
16571020110	1
16571020111	1
16571020150	1
16571030116	1
16571030216	0
16571041110	1
16571041210	1
16571041305	1
16571042103	1
16590005160	1
16590009035	1
16590009630	1
16590014130	0
16590014409	0
16590014509	0
16590020650	1
16590020771	0
16590020915	1
16590021430	1
16590023310	1
16590024660	0
16590038530	1
16590046771	0
16590046790	0
16590048960	0
16590048971	0
16590050230	0
16590050430	0
16590050730	0
16590050830	0
16590052072	0
16590055060	0
16590062260	0
16590079315	1
16590081372	0
16714002104	1
16714002106	1
16714002204	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16714002206	1
16714002304	1
16714002306	1
16714002404	1
16714002504	1
16714002505	1
16714003104	1
16714003106	1
16714003206	1
16714003306	1
16714004101	1
16714004104	1
16714004106	1
16714004201	1
16714004204	1
16714004205	1
16714006104	1
16714006105	1
16714006204	1
16714006205	1
16714006206	1
16714007104	1
16714007106	1
16714007204	1
16714007205	1
16714008104	1
16714008105	1
16714008204	1
16714008205	1
16714008206	1
16714008304	1
16714008305	1
16714020201	1
16714020301	1
16714020302	1
16714020501	1
16714020502	1
16714020702	1
16714020901	1
16714021101	1
16714021201	1
16714021202	1
16714021601	1
16714022101	1
16714022130	1
16714022132	1
16714022401	1
16714022402	1
16714022501	1
16714022502	1
16714022601	1
16714022602	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16714023201	1
16714023202	1
16714023301	1
16714023302	1
16714035102	1
16714035103	1
16714035202	1
16714035203	1
16714035301	1
16714035302	1
16714035303	1
16714035304	1
16714036101	1
16714036104	1
16714036105	1
16714036106	1
16714036201	1
16714036204	1
16714036205	1
16714036206	1
16714050101	1
16714050102	1
16714051101	1
16714051201	1
16714051202	1
16714051301	1
16714051302	1
16714052201	1
16714052203	1
16714052204	1
16714055102	1
16714056102	1
16714057101	1
16714057102	1
16714058102	1
16714058201	1
16714058202	1
16714058203	1
16714058301	1
16714058302	1
16714060101	1
16714061101	1
16714061104	1
16714061105	1
16714061106	1
16714061201	1
16714061204	1
16714061205	1
16714061206	1
16714061301	1
16714061304	1
16714061305	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16714061306	1
16714062101	1
16714062102	1
16714062201	1
16714062202	1
16714063101	1
16714063102	1
16714063201	1
16714063202	1
16714063301	1
16714063302	1
16714064102	1
16714064103	1
16714064202	1
16714064203	1
16714065102	1
16714065202	1
16714065301	1
16714066101	1
16714066102	1
16714066201	1
16714066202	1
16714066301	1
16714066302	1
16714067101	1
16714068101	1
16714068102	1
16714068201	1
16714068202	1
16714068203	1
16714068301	1
16714068302	1
16714068303	1
16714068401	1
16714068402	1
16714068403	1
16714068501	1
16714068502	1
16714068503	1
16714069210	1
16714069701	1
16714069702	1
16714069801	1
16714069802	1
16714069803	1
16729000101	1
16729000201	1
16729000301	1
16729000410	1
16729000415	1
16729000417	1
16729000510	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
16729000515	1
16729000517	1
16729000610	1
16729000615	1
16729000617	1
16729000710	1
16729000715	1
16729000717	1
16729001901	1
16729001916	1
16729002301	1
16729002310	1
16729003510	1
16729009001	1
16729009010	1
16729009015	1
16729009401	1
16729011505	1
16781011360	1
16781011695	0
16781015460	0
16781015496	0
16781015760	0
16781015796	0
16781016760	0
16781016796	0
16781018160	0
16781018196	0
16781018996	0
16781019460	0
16781019496	0
16781019796	0
16881030015	0
16881070016	0
17139061740	0
17238019205	1
17270072101	1
17314585002	0
17314585102	0
17314585202	0
17314585302	0
17314850001	0
17314850201	0
17314930001	0
17314960001	0
17314960002	0
17317062601	0
17474012305	1
17474012505	1
17474300201	1
17474300203	1
17474300205	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
17478004001	1
17478007035	1
17478010012	1
17478010020	1
17478010212	1
17478020012	1
17478020020	1
17478020810	1
17478020910	1
17478020911	1
17478020919	1
17478021420	1
17478021612	1
17478023835	1
17478026312	1
17478028310	1
17478028435	1
17478028810	1
17478028811	1
17478028812	1
17478029010	1
17478029111	1
17478054601	1
17478070311	1
17478071110	1
17478071130	1
17478071310	1
17478071311	1
17478071410	1
17478071411	1
17478071425	1
17478071510	1
17478071511	1
17478071512	1
17478071610	1
17478071611	1
17478089210	1
17478089225	1
17714002101	1
18011067401	1
18011067516	1
18754006101	1
18754006206	1
18754048014	1
18754048120	1
18754048220	1
18754064510	1
18754064745	1
18754064810	1
18754065219	1
18754065249	1
18754065252	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
18754065915	1
18754066311	1
18754066349	1
18754066410	1
18754074451	1
18754074551	1
18754075151	1
18754075210	1
18860010110	0
18860010210	0
18860010410	0
18860010510	0
18860021501	0
18860025330	0
18860035330	0
18860049002	0
18860067870	0
18860075201	0
18860085201	0
20091053105	1
20091053110	1
20091053305	1
20091053310	1
20091053501	1
20091053505	1
20091053510	1
20091053601	1
20091053605	1
20091053701	1
21695000330	0
21695002516	1
21695004090	1
21695005500	1
21695007930	1
21695015115	0
21695018930	1
21695023260	0
21695026830	1
21695034072	1
21695045530	0
21695049130	1
21695049690	1
21695051907	0
21695055810	1
21695063356	0
21695066530	0
21695067230	1
21695067430	1
21695068330	1
21695070030	1
21695071230	1
21695072314	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
21695075200	1
21695076020	1
21695079100	0
21695081000	1
21695081510	0
21695082130	1
21695082330	1
21695084705	1
23155000101	1
23155000110	1
23155000201	1
23155000210	1
23155000301	1
23155000310	1
23155000401	1
23155000501	1
23155000601	1
23155000801	1
23155000810	1
23155000901	1
23155000910	1
23155001201	1
23155001205	1
23155003801	1
23155010001	1
23155010101	1
23155010501	1
23155010505	1
23155010601	1
23155010605	1
23155010610	1
23155010701	1
23155010800	1
23155010830	1
23155011001	1
23155011010	1
23155011101	1
23155011110	1
23155011201	1
23155011210	1
23155011301	1
23155011401	1
23155011405	1
23155011601	1
23155011701	1
23155012101	1
23155012201	1
23155012301	1
23155012401	1
23155012501	1
23155012601	1
23155012701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
23155012801	1
23155012901	1
23155013801	1
23155013810	1
23155013901	1
23155013910	1
23155014005	1
23155014601	1
23359002316	1
23360001402	1
23360005142	1
23360015250	1
23360015365	1
23490500403	1
23490508801	1
23490537901	1
23490562301	1
23490618001	1
23490648203	1
23490720301	1
23589000310	0
23589001906	0
23589001912	0
23589001916	0
23589002201	0
23589002270	0
23589002306	0
23589002312	0
23589002445	0
23589002508	1
23589002645	0
23589002745	0
23589002845	0
23589003260	0
23589003508	0
23589003616	1
23589003808	0
23589003945	0
23589004191	0
23589006191	0
23589006491	0
23629002010	1
23635005401	0
23635010801	0
23635010820	0
23635031015	0
23635040801	0
23635041201	0
23635041601	0
23635099201	0
23635099301	0
23635099401	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
23710000002	0
23710000070	0
23710000110	0
23710000136	0
23710000602	1
23710000603	0
23710000604	0
23710000670	1
23710003515	0
23710004015	0
23710004075	0
23710005002	0
23710005202	0
23710022570	0
24090047088	0
24090047188	0
24090047388	0
24090047988	0
24090049077	0
24090049284	0
24090049377	0
24090049384	0
24090049484	0
24090049584	0
24090049677	0
24090049684	0
24090049784	0
24090049884	0
24090096184	1
24208027507	0
24208027805	0
24208029005	1
24208029505	1
24208029510	1
24208029525	1
24208029905	0
24208029910	0
24208029915	0
24208029925	0
24208031425	1
24208031510	1
24208031705	1
24208031710	1
24208032405	1
24208032410	1
24208032415	1
24208033005	1
24208033010	1
24208033015	1
24208034205	1
24208034425	1
24208034720	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
24208035305	0
24208035310	0
24208035805	0
24208035810	0
24208035825	0
24208036705	1
24208036710	1
24208036715	1
24208039830	1
24208039915	1
24208040205	1
24208040210	1
24208041005	1
24208041010	1
24208041105	1
24208041110	1
24208041115	1
24208041601	0
24208043405	1
24208043410	1
24208044405	1
24208044410	1
24208044425	1
24208044605	0
24208045705	1
24208045725	1
24208048510	1
24208048610	1
24208050505	1
24208050510	1
24208050515	1
24208054505	1
24208054510	1
24208055555	1
24208056162	1
24208058060	1
24208058064	1
24208058559	1
24208058564	1
24208059064	1
24208061577	1
24208063110	1
24208063562	1
24208067004	1
24208067615	1
24208068115	1
24208068615	1
24208071502	1
24208071506	1
24208071510	1
24208072002	1
24208073006	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
24208073501	1
24208073506	1
24208074002	1
24208074006	1
24208074059	1
24208075006	1
24208075060	1
24208078055	1
24208078555	1
24208079062	1
24208079535	1
24208080615	1
24208081115	1
24208082115	1
24208082555	1
24208083060	1
24208091019	1
24208091055	1
24208092064	1
24208096094	1
24338042001	0
24338071115	0
24338072215	0
24477001015	0
24478010204	0
24486032510	1
24486032610	1
24486040120	0
24486060110	1
24486060210	1
24486060310	1
24486060490	1
24486060510	1
24486070420	1
24486070460	1
24486080120	1
24486080220	1
24658010210	1
24658011001	1
24658013005	1
24658013018	1
24658013060	1
24658014001	1
24658014010	1
24658014101	1
24658014110	1
24658014130	1
24658014201	1
24658014210	1
24658014230	1
24658019010	1
24658020001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
24658020101	1
24658020105	1
24658020201	1
24658020205	1
24658020301	1
24658021010	1
24658021030	1
24658021090	1
24658021110	1
24658021130	1
24658021145	1
24658021190	1
24658021210	1
24658021230	1
24658021245	1
24658021290	1
24658021310	1
24658021330	1
24658021345	1
24658021390	1
24658021410	1
24658021430	1
24658021445	1
24658021490	1
24658024010	1
24658024090	1
24658024110	1
24658024130	1
24658024145	1
24658024190	1
24658024210	1
24658024245	1
24658024290	1
24658024310	1
24658024315	1
24658024330	1
24658024345	1
24658024390	1
24658024401	1
24658024510	1
24658024515	1
24658024518	1
24658024530	1
24658024545	1
24658024560	1
24658024590	1
24839033330	0
25010020515	0
25010040515	0
25010070515	0
25010071015	0
25010080568	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
25010081056	0
25010081156	0
25010081316	0
25010081356	0
25010081466	0
25010081566	0
25010081656	1
25010081756	1
25021010110	1
25021010299	1
25021010610	1
25021010720	1
25021011487	1
25021012120	1
25021012250	1
25021012850	1
25021012999	1
25021020405	1
25021040201	1
25021040301	1
25021040401	1
25682000101	0
27437010906	0
27437011001	0
27437011006	0
27437020108	0
27437020602	0
27437020603	0
28105014904	0
28105015004	0
28105016020	0
28595011001	1
28595020001	1
28595061001	1
29033000101	1
29033000201	1
29033000301	1
29033000305	1
29033001201	1
29033001301	1
29033001305	1
29273070260	0
29273070360	0
29300012401	1
29300012410	1
29300012501	1
29300012510	1
29300012601	1
29300012613	1
29300012701	1
29300012713	1
29300012801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
29300012810	1
29300012901	1
29300012910	1
29300013101	1
29300013201	1
29336010011	0
29336020025	0
29336024050	0
29336030102	0
29336030202	0
29336030302	0
29336030402	0
29336030510	0
29336030710	0
29336031410	0
29336032130	1
29336032556	0
29336061012	0
29336061024	0
29336071028	0
29336081521	0
30698003201	0
30698014301	0
30698041912	0
30698042112	0
30698042312	0
31357004025	0
31722020601	1
31722020701	1
31722020801	1
31722020901	1
31722020930	1
31722021205	1
31722021230	1
31722021305	1
31722021330	1
31722021405	1
31722021430	1
31722022101	1
31722022105	1
31722022201	1
31722022205	1
31722022301	1
31722022305	1
31722022505	1
31722022560	1
31722023710	1
31722023790	1
31722023810	1
31722023890	1
31722023910	1
31722023990	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
31722027101	1
31722027201	1
31722027301	1
31722027310	1
31722027401	1
31722027410	1
31722027810	1
31722027860	1
31722027910	1
31722027960	1
31722028010	1
31722028060	1
31722028160	1
31722050960	1
31722051660	1
31722051760	1
31722051860	1
31722051901	1
31722052001	1
31722052010	1
31722052101	1
31722052110	1
31722052201	1
31722052901	1
31722053001	1
31722053101	1
31722053201	1
31722053301	1
31722053401	1
32909071503	0
32909072701	0
32909075503	0
32909081453	0
33358007630	0
33358009830	0
33358010930	1
33358015301	1
33358020004	1
33358020200	0
33358020830	0
33358023800	0
33358027206	1
33358031830	0
33358035306	0
33358036701	0
35356001107	0
35356001256	0
35356001910	0
35356004700	0
35356004960	0
35356007730	0
35356008002	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
35356008201	0
35356008600	0
35356009010	0
35356009030	0
35356009230	0
35356010190	0
35356010330	0
35356010401	0
35356010560	0
35356011060	0
35356011406	0
35356013060	0
35356013130	0
35356013400	0
35356013500	0
35356013660	0
35356014230	0
35356014930	0
35356015130	0
35356015330	0
35356015490	0
35356015701	0
35356015930	0
35356016405	0
35356018705	0
35356020460	0
35356021030	0
35356021401	0
35356021530	0
35356021630	0
35356021690	0
35356021730	0
35356022050	0
35356022550	0
35356022750	0
35356022860	0
35356023100	0
35356023400	0
35356023650	0
35356024115	0
35356025212	0
35356025528	0
35356025690	0
35356025830	0
35356025890	0
35356026100	0
35356026130	0
35356026830	0
35356027030	0
35356027160	0
35356027230	0
35356027460	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
35356027828	0
35356027928	0
35356028000	0
35356028100	0
35356028230	0
35356028330	0
35356028720	0
35356028730	0
35356029045	0
35356029245	0
35356029490	0
35356029530	0
35356029830	0
35356030290	0
35356030501	0
35356031630	0
35356034230	0
35356035760	0
35356037960	0
35356039030	0
35356039190	0
35356039430	0
35356039960	0
35356040090	0
35356041128	0
35356041330	0
35356042730	0
35356044230	0
35356044430	0
35356045030	0
35356046760	0
35356046801	0
35356047725	0
35356049130	0
35356049730	0
35356051630	1
35356052500	0
35356053760	0
35356055230	0
35356056730	0
35573000616	1
35573010560	1
38341007061	0
38341010435	0
38341010446	0
38341010473	0
38341010665	0
38341010666	0
38779000106	0
38779000905	0
38779004301	0
38779004304	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
38779004305	0
38779004308	0
38779004309	0
38779005704	0
38779005705	0
38779007805	0
38779011404	0
38779016303	0
38779016304	0
38779016503	0
38779019104	0
38779022701	0
38779024201	0
38779024209	0
38779027404	0
38779028004	0
38779028005	0
38779029904	0
38779031901	0
38779036406	0
38779037206	0
38779040503	0
38779056103	0
38779057405	0
38779058505	0
38779059808	1
38779063205	0
38779064306	0
38779073105	0
38779078605	0
38779086901	0
38779086903	0
38779086904	0
38779088703	0
38779088705	0
38779089103	0
38779092703	0
38779150203	0
38779165706	0
38779196807	0
38779198001	0
38779236305	0
39506002260	0
39506003330	0
39506004430	0
39506005530	0
39822016605	1
39822020501	1
39822041201	1
39822061501	1
39822090005	0
39822105505	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
39822301503	1
39822530005	0
39822600001	0
39822600003	0
39822610003	0
39822904501	1
39822910001	1
39822916001	1
39822920001	1
40042001205	1
40042004805	1
40042005010	1
40565012249	0
40565012251	0
40565012253	0
41616014481	1
41616017640	0
41616017840	0
41616021990	1
41616022090	1
41616022190	1
41616048583	1
41616048588	1
41616058081	1
41616063583	1
41616063683	1
41616063688	1
41616063768	1
41616063868	1
41616075881	1
41616075883	1
41616075981	1
41616075983	1
41616076081	1
41616076083	1
41616093640	1
42023010301	0
42023010801	0
42023010901	0
42023011001	0
42023011101	0
42023011201	0
42023011801	0
42023011925	0
42023012225	1
42023012401	0
42043014001	1
42043014005	1
42043014101	1
42043014105	1
42043014238	1
42043014258	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
42043014338	1
42043014358	1
42043015023	1
42043018003	1
42192010110	1
42192010224	1
42192010316	1
42192010406	1
42192010515	1
42192010615	1
42192010701	1
42192010804	1
42192010901	1
42192011003	1
42192011103	1
42192011270	1
42192011360	1
42192011515	1
42192011807	1
42192011930	1
42192012460	1
42192012560	1
42192012860	1
42192030160	1
42192030401	0
42192030860	1
42192031190	1
42192031230	1
42192031390	1
42192031690	1
42192031790	1
42192031830	1
42192031930	1
42192032090	1
42192032130	1
42192032330	1
42192032430	1
42192051304	1
42192070115	1
42192070501	1
42192070660	1
42192070718	1
42192070810	1
42192070918	1
42192071015	1
42211010111	0
42211010243	0
42227008105	0
42291050950	1
42291052710	1
42291052810	1
42291052901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
42291053250	1
42291053310	1
42457000184	0
42546000390	1
42546000490	1
42546012510	1
42546013045	1
42546013090	1
42546014516	1
42546017030	1
42546020728	1
42546020734	1
42546027001	1
42546041211	1
42546050104	1
42546050690	1
42546051530	1
42546051630	1
42546051730	1
42546051830	1
42546071005	1
42546080930	1
42546081030	1
42546081130	1
42546081230	1
42546091760	1
42549056510	1
42549060990	1
42549062701	0
42549064714	1
42747072601	0
42769122100	1
42769122200	1
42769122500	1
42769134003	1
42769134006	1
42769134008	1
42769138007	1
42769139405	1
42783010145	0
42783030110	0
42799010501	1
42799010601	1
42799021701	1
42799021702	1
42806001101	1
42806001105	1
42806001801	1
42806001805	1
42806003712	1
42806003801	1
42806006012	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
42806009801	1
42806009830	1
42806009930	1
42806050301	1
42826060105	0
42826060550	0
42847010303	0
42847010603	0
42858030101	1
42858030201	1
42858030301	1
42865010002	0
42865010102	0
42865010202	0
42865010302	0
42907004030	0
42998020301	0
42998020302	0
42998067901	0
43063000402	1
43063001304	1
43063001306	1
43063001404	1
43063001706	1
43063002404	1
43063002406	1
43063002502	1
43063002801	1
43063005004	1
43063008806	1
43063009430	1
43063009506	1
43063012130	1
43063012993	1
43063014330	1
43063017790	0
43063018660	1
43063020010	1
43063020330	1
43063020540	0
43063020830	1
43063021030	1
43063023001	1
43063023910	1
43063023930	1
43068010102	0
43068010202	0
43068010402	0
43068010602	0
43068010802	0
43068011002	0
43068011304	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
43199001101	1
43199001201	1
43199001301	1
43199001401	1
43199001615	1
43199002001	1
43351000220	1
43353003115	0
43353003145	0
43353003160	0
43353004930	1
43353005015	1
43353005020	1
43353005030	1
43353005040	1
43353005045	1
43353005050	1
43353005060	1
43353005065	1
43353005068	1
43353005070	1
43353006170	1
43353007230	1
43353007245	1
43353007253	1
43353007260	1
43353007270	1
43353007280	1
43353007290	1
43353007292	1
43353007294	1
43353007660	1
43353009060	1
43353013360	1
43353013445	1
43353013460	1
43353014230	1
43353014240	1
43353014253	1
43353014260	1
43353017330	1
43353017345	1
43353018360	1
43353022715	1
43353022745	1
43353022815	1
43353022845	1
43353022860	1
43353022945	1
43353023960	1
43353028915	0
43353028945	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
43353029530	1
43353029545	1
43353030215	1
43353030245	1
43353031130	1
43353031160	1
43353031860	1
43353032030	1
43353034030	1
43353034053	1
43353034060	1
43353034080	1
43353034096	1
43353034460	1
43353034492	1
43353035045	1
43353035060	1
43353035730	1
43353035753	1
43353035760	1
43353035770	1
43353035830	1
43353035853	1
43353035860	1
43353035870	1
43353035875	1
43353035953	1
43353035960	1
43353035970	1
43353036415	1
43353036430	1
43353036445	1
43353036480	1
43353036960	1
43353036980	1
43353037960	1
43353038960	1
43353038974	1
43353038980	1
43353039160	1
43353039174	1
43353039192	1
43353039360	1
43353039374	1
43353039380	1
43353039392	1
43353039660	1
43353039960	1
43353041230	1
43353041930	1
43353041945	1
43353041953	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
43353041960	1
43353042130	1
43353042645	1
43353042653	1
43353042660	1
43353045030	1
43353045945	0
43353048930	0
43353048960	0
43353048970	0
43353049230	0
43353049645	1
43353050660	1
43353050670	1
43353050860	1
43353050960	1
43353051060	1
43353051080	1
43353051453	1
43353051460	1
43353051480	1
43353051530	1
43353051545	1
43353051553	1
43353052160	1
43353052180	1
43353053430	1
43353053445	1
43353053460	1
43353053615	1
43353053645	1
43353053930	1
43353053960	1
43353053980	1
43353054330	1
43353054345	1
43353054360	1
43353054415	1
43353054545	1
43353054630	1
43353055415	1
43353056060	1
43353056720	1
43353056730	1
43353057315	1
43353057330	1
43353057345	1
43353057360	1
43353057453	1
43353057488	1
43353057830	1
43353058280	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
43353059130	1
43353059160	1
43353059170	1
43353059180	1
43353059192	1
43353059194	1
43353059198	1
43353059630	1
43353059660	1
43353060060	1
43353060560	1
43353060630	1
43353061260	1
43353061360	1
43353061715	1
43353061720	1
43353061730	1
43353062515	1
43353062530	1
43353062545	1
43353063403	1
43353063404	1
43353063412	1
43353063560	1
43353063660	1
43353063730	1
43353063930	1
43353064030	1
43353064153	1
43353064215	1
43353064660	1
43353064760	1
43353064860	1
43353065215	1
43353065230	1
43353065245	1
43353065253	1
43353065260	1
43353065330	1
43353065360	1
43376010606	0
43386005019	1
43386006019	1
43386009019	1
43386044024	1
43386048024	1
43386051087	1
43478024120	1
43478024145	1
43478024220	1
43478024245	1
43478024320	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
43478024345	1
43478024415	1
43478024445	1
43478024515	1
43478024545	1
43478027015	1
43478027045	1
43478027115	1
43478027145	1
43478027361	1
43478090088	1
43478090188	1
43478090288	1
43478090388	1
43538010060	0
43538011016	0
43538012016	0
43538013016	0
43538020028	0
43538021009	0
43538022010	0
43538023016	0
43538025020	0
43538030030	0
43547023009	1
43547023111	1
43547023209	1
43547023211	1
43547024810	1
43547024850	1
43547024910	1
43547024950	1
43547025010	1
43547025050	1
43547025110	1
43547025210	1
43547025310	1
43547025410	1
43547025510	1
43547025610	1
43547025710	1
43595008003	0
43595008103	0
43773100102	0
43773100103	0
44087000407	0
44087000607	0
44087002203	0
44087004403	0
44087081808	0
44087100502	0
44087108001	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
44087108801	0
44087111201	0
44087111301	0
44087111401	0
44087115001	0
44087120301	0
44087122501	0
44087137501	0
44087338807	0
44087809006	1
44087882201	0
44087900501	0
44087900506	0
44087903001	0
44087907001	0
44183050735	1
44183050851	1
44183050921	1
44183051516	1
44184001602	1
44184001702	1
44206041603	0
44206041706	0
44206041812	0
44206043605	1
44206043710	1
44206043820	1
44206045101	0
44206045202	0
44206045404	0
44206310101	0
44206310110	0
44411010360	0
44523004520	1
44946100501	1
44946101205	0
44946101305	0
44946101405	0
44946101503	1
44946101703	1
45749001782	0
45802000402	1
45802000403	1
45802001402	1
45802001405	1
45802002146	1
45802004064	1
45802004611	1
45802004635	1
45802004811	1
45802004835	1
45802004935	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
45802005405	1
45802005435	1
45802005436	1
45802005505	1
45802005535	1
45802005536	1
45802005611	1
45802005635	1
45802005911	1
45802005935	1
45802006305	1
45802006335	1
45802006336	1
45802006405	1
45802006435	1
45802006436	1
45802006535	1
45802007662	1
45802008302	1
45802008386	1
45802009465	1
45802009828	1
45802009851	1
45802011222	1
45802011846	1
45802011859	1
45802011937	1
45802011942	1
45802012714	1
45802012765	1
45802012932	1
45802012935	1
45802013132	1
45802013135	1
45802013811	1
45802013818	1
45802013835	1
45802014167	1
45802014464	1
45802017003	1
45802017053	1
45802017077	1
45802017156	1
45802017655	1
45802018202	1
45802018242	1
45802018302	1
45802018342	1
45802018478	1
45802020514	1
45802022111	1
45802022135	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
45802022137	1
45802022211	1
45802022235	1
45802022237	1
45802023701	1
45802025735	1
45802025742	1
45802026337	1
45802026393	1
45802026937	1
45802030321	1
45802030367	1
45802030678	1
45802031156	1
45802034664	1
45802036102	1
45802036142	1
45802036235	1
45802036242	1
45802036335	1
45802036342	1
45802037632	1
45802037635	1
45802040046	1
45802040049	1
45802040109	1
45802041926	1
45802041954	1
45802042235	1
45802042237	1
45802042335	1
45802042337	1
45802042790	1
45802043732	1
45802043733	1
45802045535	1
45802045537	1
45802045542	1
45802046564	1
45802046611	1
45802046635	1
45802046653	1
45802047264	1
45802047265	1
45802049326	1
45802049383	1
45802049535	1
45802049537	1
45802052278	1
45802052290	1
45802053478	1
45802053490	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
45802059665	1
45802061665	1
45802061678	1
45802062626	1
45802063190	1
45802066032	1
45802066033	1
45802071708	1
45802072530	1
45802072531	1
45802073321	1
45802073367	1
45802075830	1
45802075930	1
45802077078	1
45802080601	1
45802081841	0
45802082278	1
45802087975	1
45802090194	1
45802090596	1
45802090734	1
45802091001	1
45802091096	1
45802091301	1
45802091326	1
45802091334	1
45802091501	1
45802091596	1
45802091801	1
45802091834	1
45802092196	1
45802092341	1
45802092349	1
45802092514	1
45802092594	1
45802092596	1
45802093064	1
45802093326	1
45802093716	1
45802093726	1
45802093901	1
45802093902	1
45802094201	1
45802094202	1
45802094694	1
45802094696	1
45802094778	1
45802095001	1
45802095226	1
45802095243	1
45802095494	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
45802095496	1
45802096096	1
45802096272	1
45802096694	1
45802096696	1
45802096826	1
45802097801	1
45802099596	1
45809040120	0
45809080112	0
45963041261	1
45985064601	0
46287000601	1
46287000604	1
46287000660	1
46287000901	0
46287001016	0
46287001216	1
46287001401	0
46287001499	0
46672005310	1
46672005350	1
46987032211	0
46987032311	0
46987032411	0
46987032511	0
46987032611	0
46987037711	0
46987041011	0
46987041211	0
47335073786	1
47335093890	1
47360017201	0
47360017202	0
47463571025	1
47781026603	1
47781026703	1
47781027501	1
47781027509	1
47783010101	0
48102000735	1
48102000811	1
48102000835	1
48102000839	1
48102001490	0
48433023015	1
48878062001	0
48878062022	0
48878312004	0
48878331500	1
48878331600	1
49158050001	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49158050010	1
49158050101	1
49158050110	1
49158050201	1
49158050210	1
49158050301	1
49158050310	1
49158050510	1
49158050610	1
49158050710	1
49158050810	1
49230053410	0
49230053425	0
49230064021	0
49281088001	0
49452176101	0
49452194701	0
49452278001	0
49452278002	0
49452278003	0
49452365702	0
49452478001	0
49452485202	0
49452488101	0
49452597201	0
49452606001	0
49452606503	0
49452621001	0
49452621002	0
49452764503	0
49452781101	0
49452790001	0
49452827501	0
49483002101	1
49483002110	1
49483002201	1
49483002210	1
49483002310	1
49483004101	1
49483004301	1
49483022106	1
49483022110	1
49483022210	1
49502020301	0
49502020701	0
49502020725	0
49502050001	0
49502050002	0
49502050101	0
49502050102	0
49502060561	0
49502064015	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49502067230	0
49502067260	0
49502068526	1
49502068530	1
49502068531	1
49502068562	1
49502069203	0
49502069724	1
49502069729	1
49502069730	1
49502069761	1
49502083003	1
49502083005	1
49502090030	0
49502090130	0
49502090230	0
49685092801	0
49685092802	0
49708064490	0
49730011130	1
49730011230	1
49730011330	1
49769025610	0
49769049116	1
49769050608	0
49769050712	0
49769052516	1
49769055216	1
49808015460	1
49813000101	0
49813000102	0
49848000190	0
49848000460	0
49848000690	0
49884000901	1
49884000910	1
49884002001	1
49884002010	1
49884002101	1
49884002110	1
49884002201	1
49884002210	1
49884002701	1
49884002710	1
49884002801	1
49884002810	1
49884002901	1
49884002910	1
49884003201	1
49884003401	1
49884003410	1
49884003501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884003510	1
49884004101	1
49884004107	1
49884004301	1
49884004310	1
49884004532	1
49884005401	1
49884005410	1
49884005501	1
49884005510	1
49884005601	1
49884005610	1
49884006101	1
49884006201	1
49884006205	1
49884006401	1
49884006405	1
49884006501	1
49884006601	1
49884007176	1
49884007269	1
49884007327	1
49884007328	1
49884007347	1
49884007601	1
49884007605	1
49884008226	0
49884008401	1
49884008501	1
49884008601	1
49884008701	1
49884009101	1
49884009201	1
49884009205	1
49884009303	1
49884009304	1
49884010601	1
49884010701	1
49884010801	1
49884010805	1
49884010901	1
49884011074	1
49884011174	1
49884011201	1
49884011701	1
49884011705	1
49884011710	1
49884012101	1
49884012110	1
49884013001	1
49884013005	1
49884014227	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884014247	1
49884014301	1
49884014646	1
49884016111	1
49884016401	1
49884016501	1
49884016510	1
49884016601	1
49884016610	1
49884016827	1
49884016828	1
49884016847	1
49884017609	1
49884017909	1
49884018009	1
49884018010	1
49884019501	1
49884019505	1
49884020128	1
49884020149	1
49884020170	1
49884021255	0
49884021374	1
49884021474	1
49884021701	1
49884021710	1
49884021801	1
49884021810	1
49884021901	1
49884021910	1
49884022001	1
49884022101	1
49884022201	1
49884022203	1
49884022205	1
49884023533	1
49884023611	1
49884024201	1
49884024301	1
49884024303	1
49884024447	1
49884024527	1
49884024547	1
49884024601	1
49884025601	1
49884025701	1
49884025705	1
49884025901	1
49884027014	0
49884028201	1
49884028210	1
49884028901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884029001	1
49884029004	1
49884029005	1
49884029807	1
49884029812	1
49884029907	1
49884029912	1
49884030101	1
49884030602	1
49884030702	1
49884030802	1
49884030902	1
49884031002	1
49884031155	1
49884031191	1
49884031401	1
49884031410	1
49884031555	1
49884031591	1
49884031901	1
49884031905	1
49884032801	1
49884032810	1
49884032901	1
49884033001	1
49884033401	1
49884033405	1
49884033876	1
49884034076	1
49884034301	1
49884036581	1
49884036826	1
49884039201	1
49884039633	1
49884039711	1
49884039877	1
49884040191	1
49884040291	1
49884040401	1
49884040410	1
49884040501	1
49884040510	1
49884040601	1
49884040610	1
49884040701	1
49884040710	1
49884045312	1
49884045405	1
49884045412	1
49884045511	1
49884045802	1
49884045804	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884045805	1
49884046565	1
49884046566	1
49884046665	1
49884046667	1
49884046805	1
49884046901	1
49884048252	1
49884048299	1
49884048352	1
49884048399	1
49884049059	1
49884051101	1
49884051201	1
49884051303	1
49884054401	1
49884054402	1
49884054405	1
49884054410	1
49884054501	1
49884054504	1
49884054511	1
49884055001	1
49884055201	1
49884055301	1
49884055701	1
49884055710	1
49884055801	1
49884055901	1
49884055910	1
49884056001	1
49884056501	1
49884056601	1
49884056701	1
49884057201	1
49884058201	1
49884058210	1
49884058301	1
49884058401	1
49884058701	1
49884058801	1
49884058901	1
49884059001	1
49884059010	1
49884059101	1
49884059201	1
49884059210	1
49884059301	1
49884059310	1
49884059401	1
49884059410	1
49884060036	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884060040	1
49884060057	1
49884060058	1
49884060085	1
49884060136	1
49884060140	1
49884060201	1
49884060210	1
49884060301	1
49884060305	1
49884060310	1
49884060801	1
49884060810	1
49884060811	1
49884060901	1
49884060910	1
49884060911	1
49884063801	1
49884064001	1
49884064101	1
49884064702	1
49884064705	1
49884064801	1
49884064901	1
49884064905	1
49884065001	1
49884065005	1
49884065101	1
49884065110	1
49884065201	1
49884065210	1
49884065301	1
49884065310	1
49884065401	1
49884065701	0
49884067314	1
49884068601	1
49884068701	1
49884069401	1
49884069501	1
49884069601	1
49884070154	1
49884070155	1
49884070701	1
49884070705	1
49884070801	1
49884070805	1
49884072101	1
49884072102	1
49884072113	1
49884072301	1
49884072305	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884072401	1
49884072501	1
49884072505	1
49884072601	1
49884072703	1
49884072704	1
49884073201	1
49884073301	1
49884073310	1
49884073401	1
49884073410	1
49884073411	1
49884073501	1
49884073510	1
49884073511	1
49884073582	1
49884074301	1
49884074311	1
49884075313	1
49884075401	1
49884075402	1
49884075410	1
49884075501	1
49884075502	1
49884075510	1
49884075601	1
49884075602	1
49884075610	1
49884076602	1
49884076701	1
49884077101	1
49884077110	1
49884077486	1
49884077586	1
49884077686	1
49884077701	1
49884077705	1
49884077801	1
49884077805	1
49884077901	1
49884077905	1
49884078253	1
49884078353	1
49884082111	1
49884082211	1
49884084501	1
49884085001	1
49884085101	1
49884086702	1
49884086802	1
49884086902	1
49884087201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49884087205	1
49884087211	1
49884087611	1
49884087711	1
49884087811	1
49884087911	1
49884088811	1
49884088911	1
49884090738	1
49884090761	1
49884092101	1
49884092105	1
49884092202	1
49884092204	1
49884093665	0
49884093666	0
49884093765	0
49884093767	0
49884093911	1
49884094601	1
49884094605	1
49884094969	0
49884095801	1
49884095901	1
49884096001	1
49884096201	1
49884096701	1
49884096801	1
49884096805	1
49884096901	1
49884098401	1
49884098501	1
49884098918	1
49884098960	1
49884099009	1
49884099109	1
49884099209	1
49884099309	1
49938010101	0
49938010130	0
49938010201	0
49938010230	0
49939100101	0
49963061501	1
49999000400	0
49999000430	0
49999000460	0
49999001508	1
49999002120	1
49999002320	1
49999006030	1
49999006440	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49999014105	1
49999022830	1
49999024930	0
49999029028	1
49999029030	1
49999030430	0
49999030730	0
49999030790	0
49999031630	0
49999034300	1
49999034960	1
49999038330	0
49999039230	0
49999039290	0
49999040230	0
49999040290	0
49999041000	0
49999041807	0
49999041810	0
49999041850	0
49999041930	0
49999042130	0
49999044730	0
49999044804	0
49999044930	0
49999045030	0
49999045130	0
49999045505	0
49999045530	0
49999045830	0
49999046730	0
49999046790	0
49999046830	0
49999046890	0
49999047450	0
49999047590	0
49999048607	0
49999048730	0
49999048790	0
49999051230	1
49999053330	0
49999053390	0
49999055230	1
49999058830	1
49999059830	0
49999059930	0
49999059960	0
49999060000	0
49999060030	0
49999060300	0
49999061401	0
49999061830	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
49999061930	0
49999062700	0
49999062730	0
49999063630	0
49999075330	0
49999075430	0
49999080460	0
49999081530	0
49999081590	0
49999081630	0
49999081960	0
49999082600	0
49999085630	0
49999085690	0
49999085790	0
49999086060	1
49999087330	0
49999087390	0
49999087730	0
49999087790	0
49999087830	0
49999087890	0
49999088100	0
49999088130	0
49999088230	0
49999088290	0
49999088430	0
49999088490	0
49999088530	0
49999088590	0
49999089930	1
49999090690	0
49999090885	0
49999094090	0
49999094390	0
49999095230	0
49999095730	0
49999095830	0
49999095930	0
49999096918	0
49999098460	0
49999098560	0
49999099007	0
49999099190	0
49999099290	0
49999099701	0
50111030701	1
50111030702	1
50111030703	1
50111030801	1
50111030802	1
50111030803	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50111030901	1
50111030902	1
50111030903	1
50111031401	1
50111031403	1
50111032301	1
50111032401	1
50111032501	1
50111032601	1
50111032701	1
50111032703	1
50111032801	1
50111032803	1
50111033301	1
50111033302	1
50111033306	1
50111033401	1
50111033402	1
50111036201	1
50111036203	1
50111036301	1
50111037201	1
50111037301	1
50111039101	1
50111039102	1
50111039301	1
50111039401	1
50111039403	1
50111039501	1
50111039503	1
50111039701	1
50111039801	1
50111039803	1
50111043001	1
50111043002	1
50111043003	1
50111043301	1
50111043302	1
50111043303	1
50111043401	1
50111043402	1
50111043403	1
50111044101	1
50111044102	1
50111045601	1
50111045602	1
50111045603	1
50111045901	1
50111045902	1
50111045903	1
50111046701	1
50111046703	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50111046801	1
50111046803	1
50111046901	1
50111046903	1
50111047001	1
50111047101	1
50111047102	1
50111048201	1
50111048202	1
50111048203	1
50111048301	1
50111048302	1
50111050501	1
50111050502	1
50111051701	1
50111051702	1
50111051801	1
50111052801	1
50111053401	1
50111053402	1
50111054604	1
50111054701	1
50111054703	1
50111055002	1
50111056301	1
50111056302	1
50111056303	1
50111060801	1
50111061601	1
50111062101	1
50111064701	1
50111064702	1
50111064703	1
50111064801	1
50111064802	1
50111064803	1
50111064844	1
50111065301	1
50111070801	1
50111070901	1
50111071001	1
50111076117	1
50111076203	1
50111076217	1
50111076417	1
50111076728	1
50111078710	1
50111078766	1
50111078810	1
50111078867	1
50111079001	1
50111079120	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50111079222	1
50111079320	1
50111079478	1
50111081942	1
50111082001	1
50111085101	1
50111085102	1
50111085201	1
50111088405	1
50111088601	1
50111088603	1
50111088703	1
50111090101	1
50111090943	1
50111091501	1
50111091601	1
50111091701	1
50111091703	1
50111091801	1
50111092043	1
50111093010	1
50111093101	1
50111093102	1
50111093201	1
50111093202	1
50111094543	1
50111094643	1
50111094669	1
50111098701	1
50111098959	1
50111099001	1
50114615502	0
50192011301	0
50192011309	0
50201130006	1
50201240002	1
50201240006	1
50220000101	1
50220000201	1
50222022704	0
50222022781	0
50222026006	0
50222026012	0
50222034208	0
50222034253	0
50222040360	0
50222050106	0
50242001821	0
50242002220	0
50242004062	0
50242004163	0
50242004164	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50242004314	0
50242005121	0
50242005306	0
50242005656	0
50242006001	0
50242006101	0
50242006201	0
50242006301	0
50242006401	0
50242007203	0
50242007301	0
50242007401	0
50242007501	0
50242007601	0
50242008001	0
50242010039	0
50242010040	0
50242013468	0
50242013501	0
50242013601	0
50242013701	0
50383002405	1
50383002410	1
50383002505	1
50383002510	1
50383004004	1
50383004224	1
50383004248	1
50383004316	1
50383005008	1
50383007916	1
50383013516	1
50383017104	1
50383017290	1
50383017708	1
50383023210	1
50383023310	1
50383026715	1
50383026730	1
50383026745	1
50383026760	1
50383026815	1
50383026830	1
50383026860	1
50383026915	1
50383026960	1
50383027060	1
50383028202	1
50383028205	1
50383028210	1
50383039006	1
50383039106	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50383039306	1
50383041906	1
50383056510	1
50383057516	1
50383057630	1
50383059316	1
50383062850	1
50383063350	1
50383063450	1
50383063650	1
50383063750	1
50383064150	1
50383064250	1
50383065650	1
50383066308	1
50383066403	1
50383066407	1
50383066430	1
50383066730	1
50383069802	1
50383069818	1
50383069907	1
50383069911	1
50383070016	1
50383070105	1
50383070109	1
50383070710	1
50383070806	1
50383071014	1
50383071540	1
50383071915	1
50383072016	1
50383073145	1
50383073202	1
50383074016	1
50383074120	1
50383074225	1
50383077504	1
50383077908	1
50383077916	1
50383077932	1
50383079216	1
50383079516	1
50383079616	1
50383080116	1
50383080316	1
50383080416	1
50383080716	1
50383080816	1
50383080916	1
50383081016	1
50383082316	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50383082416	1
50383084104	1
50383084216	1
50383085075	0
50383085516	1
50383085616	1
50383086116	1
50383086304	1
50383086316	1
50383086416	1
50383086604	1
50383086616	1
50383087130	1
50383087216	1
50383087416	1
50383088915	1
50383090110	1
50419000233	0
50419005014	0
50419005030	0
50419010510	0
50419010910	0
50419011506	0
50419011606	0
50419011906	0
50419015057	0
50419035703	0
50419040203	0
50419040503	0
50419040903	0
50419042101	0
50419045104	0
50419045204	0
50419045304	0
50419045404	0
50419045504	0
50419045604	0
50419045904	0
50419048301	0
50419048303	0
50419048858	0
50419049104	0
50419052315	0
50419052325	0
50419052335	0
50419086151	0
50419086351	0
50428140550	1
50458003305	0
50458003405	0
50458003605	0
50458003705	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50458009005	0
50458009105	0
50458009205	0
50458009305	0
50458009405	0
50458009801	0
50458016420	0
50458016601	0
50458016801	0
50458017001	0
50458022160	0
50458029028	0
50458029515	0
50458030001	0
50458030006	0
50458030050	0
50458030104	0
50458030201	0
50458030206	0
50458030250	0
50458030503	0
50458030611	0
50458030711	0
50458030811	0
50458030911	0
50458031528	0
50458032001	0
50458032006	0
50458032050	0
50458032528	0
50458033006	0
50458033050	0
50458034160	0
50458034260	0
50458034360	0
50458034660	0
50458035006	0
50458038730	0
50458038830	0
50458038930	0
50458039528	0
50458039530	0
50458039660	0
50458039760	0
50458039860	0
50458040102	0
50458049010	0
50458051360	0
50458051560	0
50458052660	0
50458055001	0
50458055002	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50458055010	0
50458055101	0
50458055110	0
50458055201	0
50458055202	0
50458055210	0
50458055401	0
50458056101	0
50458056201	0
50458056301	0
50458056401	0
50458058501	0
50458058601	0
50458058701	0
50458058801	0
50458059010	1
50458059050	1
50458059060	1
50458059110	1
50458059150	1
50458059160	1
50458059210	1
50458059250	1
50458059260	1
50458059310	1
50458059350	1
50458059360	1
50458059450	1
50458059460	1
50458059560	1
50458059601	1
50458060128	1
50458060228	1
50458060328	1
50458060428	1
50458060528	1
50458063965	0
50458064065	0
50458064165	0
50458064265	0
50458064565	0
50458064765	0
50458065060	0
50458065330	0
50458065730	0
50458065960	0
50458068008	0
50458080501	0
50458081001	0
50458081501	0
50458082002	0
50458082004	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
50458083002	0
50458083004	0
50458084002	0
50458084004	0
50458092010	0
50458092050	0
50458092510	0
50458092550	0
50458093010	0
50458093020	0
50474000148	0
50474010001	0
50474020001	0
50474020050	0
50474030001	0
50474030050	0
50474031622	0
50474040001	0
50474059440	0
50474059540	0
50474059640	0
50474059766	0
50474059866	0
50474059966	0
50474060001	0
50474060025	0
50474070062	0
50474071079	0
50474090201	0
50474090701	0
50474090916	0
50474091001	0
50474091060	0
50486008420	0
50580028010	0
50580038008	0
50580087411	0
50991000501	1
50991020101	0
50991031601	1
50991051301	0
50991057801	0
50991057901	0
50991079016	0
50991081416	0
50991090116	0
50991091101	1
51079000701	1
51079000720	1
51079000730	1
51079000756	1
51079001501	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079001520	1
51079001601	1
51079002217	1
51079002301	1
51079002420	1
51079004120	1
51079005820	1
51079006620	1
51079006720	1
51079007219	1
51079007220	1
51079007256	1
51079007257	1
51079007320	1
51079007330	1
51079007356	1
51079007357	1
51079007420	1
51079007820	1
51079008601	1
51079008620	1
51079008656	1
51079008720	1
51079008901	1
51079008920	1
51079009001	1
51079009019	1
51079009020	1
51079009520	1
51079010320	1
51079010363	1
51079010720	1
51079010763	1
51079011920	1
51079012220	1
51079012619	1
51079012620	1
51079012801	1
51079012820	1
51079013120	1
51079013163	1
51079013363	1
51079014120	1
51079016199	1
51079019019	1
51079019020	1
51079019120	1
51079020520	1
51079020620	1
51079023301	1
51079025421	1
51079025520	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079026003	1
51079026720	1
51079027720	1
51079027820	1
51079028020	1
51079028298	1
51079028520	1
51079028620	1
51079029420	1
51079029430	1
51079029456	1
51079029820	1
51079029963	1
51079029966	1
51079030017	1
51079030063	1
51079030066	1
51079030120	1
51079030163	1
51079032220	1
51079032256	1
51079032299	1
51079034820	1
51079036201	1
51079036220	1
51079037520	1
51079038320	1
51079038620	1
51079038656	1
51079040220	1
51079040320	1
51079041720	1
51079041721	1
51079041756	1
51079041820	1
51079042420	1
51079042620	1
51079043620	1
51079043720	1
51079043820	1
51079044020	1
51079044101	1
51079044120	1
51079044220	1
51079044301	1
51079044320	1
51079044401	1
51079044420	1
51079044501	1
51079044520	1
51079044601	1
51079044603	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079045020	1
51079045063	1
51079045120	1
51079045156	1
51079045169	1
51079045220	1
51079045256	1
51079045501	1
51079045520	1
51079045620	1
51079045920	1
51079046020	1
51079046320	1
51079046501	1
51079046620	1
51079046720	1
51079047003	1
51079047201	1
51079047205	1
51079047420	1
51079048020	1
51079048120	1
51079049920	1
51079052020	1
51079052056	1
51079052420	1
51079052501	1
51079052520	1
51079052620	1
51079052901	1
51079052920	1
51079054120	1
51079054220	1
51079058420	1
51079058520	1
51079058720	1
51079058820	1
51079058920	1
51079059820	1
51079060020	1
51079060420	1
51079060520	1
51079062181	0
51079062182	0
51079062381	0
51079062720	1
51079062820	1
51079063020	1
51079063120	1
51079064420	1
51079065120	1
51079065701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079066820	1
51079067005	1
51079067201	1
51079067306	1
51079068320	1
51079068419	1
51079068420	1
51079068463	1
51079068520	1
51079069020	1
51079069203	1
51079069940	1
51079072220	1
51079072263	1
51079072301	1
51079072320	1
51079072363	1
51079072420	1
51079072520	1
51079072620	1
51079072820	1
51079073320	1
51079074120	1
51079074520	1
51079075620	1
51079075919	1
51079075920	1
51079075963	1
51079076201	1
51079076220	1
51079076301	1
51079076320	1
51079076608	1
51079076708	1
51079076756	1
51079077301	1
51079077420	1
51079077620	1
51079077921	1
51079078099	1
51079078220	1
51079078320	1
51079078520	1
51079078620	1
51079078720	1
51079078801	1
51079078820	1
51079078821	1
51079078920	1
51079079020	1
51079079320	1
51079079420	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079080119	1
51079080120	1
51079080130	1
51079080156	1
51079080220	1
51079081020	1
51079081220	1
51079081320	1
51079082101	1
51079082120	1
51079082156	1
51079082463	1
51079082562	1
51079082563	1
51079084720	1
51079084801	1
51079086620	1
51079087120	1
51079087220	1
51079087320	1
51079087601	1
51079087620	1
51079087720	1
51079087820	1
51079087920	1
51079088121	1
51079088220	1
51079088221	1
51079088320	1
51079088919	1
51079088920	1
51079089120	1
51079089520	1
51079090519	1
51079090520	1
51079090617	1
51079090620	1
51079091720	1
51079092401	1
51079092420	1
51079093020	1
51079093220	1
51079093520	1
51079093720	1
51079093820	1
51079094020	1
51079094205	1
51079094320	1
51079094420	1
51079094808	1
51079094908	1
51079095120	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51079095320	1
51079095420	1
51079095520	1
51079095720	1
51079095820	1
51079095901	1
51079095920	1
51079096020	1
51079096505	1
51079096620	1
51079097120	1
51079097201	1
51079097217	1
51079097219	1
51079097220	1
51079097230	1
51079097256	1
51079097920	1
51079098020	1
51079098120	1
51079098156	1
51079098220	1
51079098256	1
51079098320	1
51079098330	1
51079098356	1
51079098420	1
51079098520	1
51079099120	1
51079099156	1
51079099220	1
51079099720	1
51079099820	1
51129303703	0
51129303704	0
51129357403	0
51248015001	0
51248015003	0
51248015052	0
51248015101	0
51248015103	0
51248015152	0
51284062022	0
51285004001	0
51285004702	0
51285005002	0
51285005866	0
51285006001	0
51285006101	0
51285006390	0
51285007997	0
51285008070	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51285008297	0
51285008370	0
51285008787	0
51285009158	0
51285009287	0
51285011458	0
51285020401	0
51285036601	0
51285036701	0
51285036801	0
51285036901	0
51285040602	0
51285040702	0
51285040802	0
51285040902	0
51285041002	0
51285042410	0
51285044102	0
51285044202	0
51285044302	0
51285044402	0
51285044521	1
51285044522	1
51285044602	0
51285052302	0
51285052402	0
51285053422	1
51285053802	0
51285053902	0
51285055402	0
51285059402	0
51285059502	0
51285075402	0
51285094288	0
51479004115	0
51479004801	0
51479004901	0
51479005420	0
51479005530	0
51525029403	1
51525590101	0
51552000501	0
51552000503	0
51552000601	0
51552000603	0
51552000604	0
51552000609	0
51552002501	0
51552002904	0
51552002905	0
51552003005	0
51552035401	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51552038401	0
51552038404	0
51552049805	0
51552060501	0
51552063109	0
51552073805	0
51552078904	0
51552090206	0
51552102804	0
51552105002	0
51552105004	0
51552106606	0
51552111109	0
51552117101	0
51552119401	0
51672125301	1
51672125302	1
51672125303	1
51672125304	1
51672125401	1
51672125402	1
51672125403	1
51672125801	1
51672125802	1
51672125803	1
51672125806	1
51672125901	1
51672125902	1
51672125903	1
51672125906	1
51672126003	1
51672126101	1
51672126103	1
51672126201	1
51672126203	1
51672126207	1
51672126301	1
51672126302	1
51672126303	1
51672126401	1
51672126402	1
51672126403	1
51672126705	1
51672126901	1
51672126906	1
51672127001	1
51672127003	1
51672127007	1
51672127009	1
51672127101	1
51672127103	1
51672127107	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51672127108	1
51672127201	1
51672127202	1
51672127203	1
51672127302	1
51672127304	1
51672127401	1
51672127406	1
51672127501	1
51672127502	1
51672127506	1
51672127507	1
51672127901	1
51672127902	1
51672127903	1
51672128001	1
51672128003	1
51672128101	1
51672128103	1
51672128201	1
51672128202	1
51672128901	1
51672128902	1
51672129001	1
51672129003	1
51672129006	1
51672129201	1
51672129203	1
51672129206	1
51672129302	1
51672129303	1
51672129401	1
51672129402	1
51672129403	1
51672129501	1
51672129502	1
51672129503	1
51672129601	1
51672129602	1
51672129603	1
51672129701	1
51672129702	1
51672129703	1
51672129801	1
51672129802	1
51672129803	1
51672130005	1
51672130009	1
51672130100	1
51672130104	1
51672130200	1
51672130301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51672130302	1
51672130308	1
51672130406	1
51672130503	1
51672130504	1
51672130601	1
51672130603	1
51672130606	1
51672130803	1
51672130901	1
51672130903	1
51672131001	1
51672131003	1
51672131106	1
51672131200	1
51672131601	1
51672131603	1
51672131606	1
51672131801	1
51672131802	1
51672131808	1
51672132101	1
51672132103	1
51672132201	1
51672132203	1
51672132303	1
51672132304	1
51672132907	1
51672134003	1
51672134004	1
51672134608	1
51672300605	1
51672300701	1
51672300802	1
51672300803	1
51672300902	0
51672400305	1
51672400501	1
51672400502	1
51672400503	1
51672401101	1
51672401105	1
51672401106	1
51672401201	1
51672401205	1
51672401206	1
51672401301	1
51672401305	1
51672401306	1
51672401601	1
51672401701	1
51672401801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51672402201	1
51672402301	1
51672402504	1
51672402601	1
51672402606	1
51672402701	1
51672402703	1
51672402707	1
51672402801	1
51672402803	1
51672402807	1
51672402901	1
51672402903	1
51672403001	1
51672403003	1
51672403007	1
51672403101	1
51672403103	1
51672403107	1
51672403201	1
51672403203	1
51672403207	1
51672403301	1
51672403303	1
51672403401	1
51672403403	1
51672403501	1
51672403503	1
51672403601	1
51672403701	1
51672403703	1
51672403801	1
51672403803	1
51672403901	1
51672404001	1
51672404101	1
51672404102	1
51672404201	1
51672404202	1
51672404301	1
51672404302	1
51672404401	1
51672404501	1
51672404601	1
51672404709	1
51672404801	1
51672404806	1
51672405101	1
51672405104	1
51672405201	1
51672405204	1
51672405301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51672405304	1
51672405403	1
51672405700	1
51672405706	1
51672406102	1
51672406104	1
51672406201	1
51672406301	1
51672406506	1
51672406607	1
51672406706	1
51672406901	1
51672407401	1
51672407406	1
51672408103	1
51672408104	1
51672408301	1
51672408306	1
51672408600	1
51672409103	1
51672410501	1
51672410601	1
51672410701	1
51672411101	1
51672411103	1
51672411606	1
51672411704	1
51672411709	1
51672411806	1
51672412000	1
51672412401	1
51672412501	1
51672413001	1
51672413003	1
51672413101	1
51672413203	1
51672413204	1
51672413303	1
51672413304	1
51672413609	1
51672414001	1
51672415403	1
51672415506	1
51672520201	0
51672520203	0
51672520301	0
51672520303	0
51672520401	0
51672520403	0
51672520407	0
51672527604	0
51672527704	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51674000901	1
51674011601	1
51674011801	1
51674013005	0
51724000120	0
51801001230	0
51801001430	0
51817060216	0
51817061116	1
51817062216	1
51817065661	0
51927100000	0
51927101400	0
51927102700	0
51927103100	0
51927104600	0
51927104900	0
51927108500	0
51927108600	0
51927119200	0
51927121100	0
51927124100	0
51927127000	0
51927129700	0
51927137100	0
51927144000	0
51927146700	0
51927161000	0
51927166200	0
51927177300	0
51927177800	0
51927187700	0
51927222200	0
51927228400	0
51927235200	0
51927237900	0
51927250100	0
51927257900	0
51927262700	0
51927263800	0
51927266900	0
51927279000	0
51927284300	0
51927296300	0
51927309000	0
51927321200	0
51927333800	0
51927344500	0
51927352600	0
51927353000	0
51927356000	0
51927360200	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51927438500	0
51927902800	0
51991001616	1
51991007301	1
51991007401	1
51991007405	1
51991007733	1
51991007801	1
51991007901	1
51991008051	0
51991008052	0
51991008290	1
51991008490	1
51991012422	1
51991012801	1
51991013116	1
51991013801	1
51991015401	1
51991015501	1
51991015990	1
51991015991	1
51991017245	1
51991017326	1
51991017801	1
51991018211	1
51991018801	1
51991018831	1
51991019401	1
51991019601	1
51991019701	1
51991019811	1
51991019901	1
51991020101	1
51991020110	1
51991022404	1
51991023316	1
51991025133	1
51991025201	1
51991026819	1
51991026837	1
51991026841	1
51991026915	1
51991029201	1
51991029301	1
51991029401	1
51991030245	1
51991032501	1
51991035201	1
51991037501	1
51991037801	1
51991038490	1
51991039501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51991040401	1
51991040410	1
51991041702	1
51991041802	1
51991041901	1
51991041910	1
51991042301	1
51991044201	1
51991044765	1
51991044865	1
51991045757	1
51991045758	1
51991045801	1
51991045810	1
51991046081	1
51991046690	1
51991046701	1
51991046710	1
51991046801	1
51991046810	1
51991046901	1
51991047268	1
51991047428	1
51991047646	1
51991047747	1
51991049316	1
51991051219	1
51991051316	1
51991051490	1
51991052001	1
51991052501	1
51991052890	1
51991052901	1
51991053116	1
51991053420	1
51991053601	1
51991054390	1
51991054490	1
51991054690	1
51991055820	1
51991055941	1
51991056601	1
51991057633	1
51991058133	1
51991058433	1
51991058828	1
51991059101	0
51991059201	1
51991059301	1
51991059401	1
51991060401	1
51991061790	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
51991062010	1
51991062033	1
51991062201	1
51991062890	1
51991062990	1
51991063090	1
51991063316	1
51991063501	1
51991063511	1
51991064106	1
51991064501	1
51991065501	1
51991065601	1
51991065716	1
51991066690	1
51991066790	1
51991066890	1
51991067171	1
51991067636	1
51991067736	1
51991067836	1
51991067901	1
51991068001	1
51991068101	1
51991071250	1
51991071350	1
51991079890	1
51991081516	1
52083023204	0
52083023216	0
52083023304	0
52083084190	0
52152000102	1
52152000105	1
52152000302	1
52152000305	1
52152000402	1
52152000405	1
52152001802	1
52152001804	1
52152001805	1
52152003102	1
52152003105	1
52152003802	1
52152003902	1
52152004102	1
52152006002	1
52152007602	1
52152007702	1
52152007704	1
52152007802	1
52152008402	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
52152008602	1
52152010530	1
52152011102	1
52152011202	1
52152011802	1
52152012705	1
52152012805	1
52152013602	1
52152013605	1
52152014002	1
52152014302	1
52152015002	1
52152015502	1
52152015602	1
52152015702	1
52152015802	1
52152015902	1
52152016502	1
52152016702	1
52152017120	1
52152017802	1
52152017804	1
52152017902	1
52152018002	1
52152018502	1
52152018702	1
52152021302	1
52152021402	1
52152021411	1
52152021502	1
52152021730	1
52152022604	1
52152022630	1
52152022704	1
52152022730	1
52152022830	1
52152023421	1
52152023621	1
52152023808	1
52152023830	1
52152023908	1
52152023930	1
52152024008	1
52152024030	1
52152025001	1
52152025618	1
52152026301	1
52152026401	1
52152028502	1
52152028604	1
52152029308	1
52152030102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
52152030205	1
52152030902	1
52152031205	1
52152034002	1
52152034102	1
52152034202	1
52152034205	1
52152034302	1
52152034305	1
52152034402	1
52152034404	1
52152034502	1
52152034504	1
52152034650	1
52152040802	1
52152040902	1
52152041002	1
52152041102	1
52152050002	1
52152050008	1
52152050030	1
52152050708	1
52152050808	1
52152050908	1
52152052602	1
52152052630	1
52152053830	1
52152053930	1
52238075115	1
52238091316	1
52268001201	0
52268010001	0
52268010101	0
52268014762	0
52268030001	0
52268030101	0
52268030201	0
52268040001	0
52268050201	0
52268052001	0
52268052101	0
52268052201	0
52268052302	0
52268070001	0
52268080002	0
52268080003	0
52376002102	1
52544004424	0
52544004480	0
52544004513	0
52544004613	0
52544004889	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
52544004955	0
52544008430	0
52544009276	0
52544015130	0
52544015219	0
52544015230	0
52544015476	0
52544017572	1
52544018876	0
52544018976	0
52544021028	1
52544021928	1
52544023528	0
52544024531	1
52544024728	1
52544024828	1
52544025928	0
52544027428	0
52544027536	1
52544027928	1
52544029128	1
52544038328	1
52544038428	1
52544046954	0
52544046960	0
52544047030	0
52544047108	0
52544047208	0
52544047308	0
52544047536	1
52544048201	0
52544048401	0
52544052628	1
52544053901	0
52544053905	0
52544055028	1
52544055228	1
52544055428	1
52544055628	1
52544062201	0
52544062928	1
52544063028	1
52544063128	1
52544072901	0
52544084728	1
52544084828	1
52544088408	0
52544089228	1
52544091301	0
52544092008	0
52544092054	0
52544092226	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
52544093001	0
52544093102	0
52544093528	1
52544093628	1
52544094028	1
52544094928	1
52544095021	1
52544095121	1
52544095328	1
52544095428	1
52544095501	0
52544095601	0
52544095701	0
52544095705	0
52544095801	0
52544095931	1
52544096691	1
52544096728	1
52544097701	0
52544098131	1
52555077501	1
52555078601	1
52555078701	1
52555079201	1
52555097305	1
52604502501	1
52604502502	1
52604505001	1
52604507501	1
52604507502	1
52604508801	1
52604510001	1
52604511201	1
52604511202	1
52604512501	1
52604513701	1
52604515001	1
52604515002	1
52604517501	1
52604520001	1
52604530001	1
52747011060	0
52747030670	0
52747042070	0
52747062030	0
52747062130	0
52747071160	0
52747071260	0
52747080030	0
52747080060	0
52747090260	0
52959002020	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
52959002360	1
52959004630	0
52959004703	1
52959004820	1
52959007600	1
52959007803	1
52959009302	1
52959010000	1
52959015601	1
52959015700	1
52959022408	0
52959031200	1
52959031206	1
52959033460	1
52959038830	0
52959043030	0
52959044750	1
52959050001	0
52959052825	0
52959053790	1
52959054712	1
52959058505	1
52959060630	1
52959065805	1
52959068905	1
52959073000	1
52959073230	1
52959074205	0
52959074801	0
52959078130	0
52959078220	0
52959082160	1
52959085615	1
52959089230	0
52959091130	1
53002149003	1
53014025001	0
53014040410	0
53014053007	1
53014053107	1
53014053207	1
53014054867	0
53014057907	0
53014058007	0
53014058107	0
53014058207	0
53014058307	0
53014058407	0
53014059407	1
53014085071	0
53014097571	0
53270310001	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53303002130	1
53489010401	1
53489010501	1
53489010601	1
53489010701	1
53489010801	1
53489010901	1
53489011001	1
53489011005	1
53489011010	1
53489011802	1
53489011805	1
53489011902	1
53489011905	1
53489012002	1
53489012005	1
53489012701	1
53489012705	1
53489012801	1
53489013501	1
53489013601	1
53489013801	1
53489013810	1
53489013901	1
53489013905	1
53489013910	1
53489014001	1
53489014005	1
53489014010	1
53489014101	1
53489014103	1
53489014105	1
53489014301	1
53489014305	1
53489014310	1
53489014401	1
53489014405	1
53489014410	1
53489014501	1
53489014505	1
53489014601	1
53489014605	1
53489014701	1
53489014705	1
53489014901	1
53489014910	1
53489015001	1
53489015010	1
53489015601	1
53489015605	1
53489015610	1
53489015701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53489015705	1
53489015710	1
53489016601	1
53489017601	1
53489017605	1
53489017701	1
53489017705	1
53489021501	1
53489021510	1
53489021601	1
53489021610	1
53489021701	1
53489028101	1
53489028105	1
53489028110	1
53489028501	1
53489032801	1
53489032805	1
53489032806	1
53489032901	1
53489032905	1
53489032907	1
53489033001	1
53489033101	1
53489033201	1
53489035401	1
53489035501	1
53489035505	1
53489035601	1
53489035801	1
53489035810	1
53489035901	1
53489035905	1
53489036601	1
53489036610	1
53489036701	1
53489036710	1
53489036801	1
53489036901	1
53489037001	1
53489037601	1
53489038401	1
53489038405	1
53489038601	1
53489038701	1
53489040001	1
53489040601	1
53489040610	1
53489043301	1
53489046001	1
53489046701	1
53489046705	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53489046710	1
53489046801	1
53489046805	1
53489046810	1
53489046901	1
53489046905	1
53489046910	1
53489047801	1
53489047805	1
53489047901	1
53489047905	1
53489049901	1
53489049905	1
53489049910	1
53489050001	1
53489050601	1
53489051001	1
53489051101	1
53489051701	1
53489052901	1
53489052910	1
53489053001	1
53489053010	1
53489053101	1
53489053201	1
53489053601	1
53489053610	1
53489055001	1
53489055101	1
53489055201	1
53489055301	1
53489055401	1
53489055407	1
53489055501	1
53489055507	1
53489058010	1
53489059001	1
53489059101	1
53489059110	1
53489060101	1
53489060201	1
53489060701	1
53489060706	1
53489060801	1
53489060806	1
53489060810	1
53489060901	1
53489060906	1
53489060910	1
53489061701	1
53489061901	1
53489062101	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53489064701	1
53489064801	1
53489065007	1
53489067707	1
53489067807	1
53489067890	1
53706100101	1
53706100102	1
53746000601	1
53746000605	1
53746000701	1
53746000705	1
53746000801	1
53746000805	1
53746007701	1
53746007801	1
53746010101	1
53746010105	1
53746010110	1
53746010201	1
53746010205	1
53746010210	1
53746010301	1
53746010305	1
53746010901	1
53746010905	1
53746011001	1
53746011005	1
53746011101	1
53746011105	1
53746011110	1
53746011201	1
53746011205	1
53746011301	1
53746011305	1
53746011401	1
53746011405	1
53746011801	1
53746011805	1
53746011901	1
53746011905	1
53746013101	1
53746013105	1
53746013200	1
53746013201	1
53746013205	1
53746013230	1
53746013290	1
53746013700	1
53746013701	1
53746013705	1
53746013790	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53746014101	1
53746014501	1
53746017801	1
53746017805	1
53746017890	1
53746017901	1
53746018801	1
53746018805	1
53746018810	1
53746018901	1
53746018905	1
53746018910	1
53746019001	1
53746019005	1
53746019010	1
53746019301	1
53746019305	1
53746019401	1
53746019405	1
53746020301	1
53746020305	1
53746020401	1
53746020501	1
53746020601	1
53746025301	1
53746025305	1
53746025310	1
53746025318	1
53746025360	1
53746025401	1
53746025402	1
53746025430	1
53746027101	1
53746027105	1
53746027201	1
53746027205	1
53746046401	1
53746046405	1
53746046500	1
53746046501	1
53746046505	1
53746046530	1
53746046550	1
53746046560	1
53746046590	1
53746046600	1
53746046601	1
53746046605	1
53746046660	1
53746046690	1
53809030401	0
53879020060	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
53879020210	0
53885024450	0
53885024510	0
53905006501	0
54092000301	0
54092000401	0
54092000701	0
54092006301	0
54092017112	0
54092017212	0
54092017312	0
54092018981	0
54092019112	0
54092019180	0
54092025245	0
54092025290	0
54092025315	0
54092025390	0
54092025410	0
54092025490	0
54092038101	0
54092038301	0
54092038501	0
54092038701	0
54092038901	0
54092039101	0
54092044801	1
54092047612	0
54092051302	0
54092051502	0
54092051702	0
54092051902	0
54092055210	0
54092055230	0
54092055310	0
54092055330	0
54092055410	0
54092055430	0
54092055510	0
54092055530	0
54092070001	0
54092070104	0
54396032840	0
54458093610	1
54458093710	1
54458093810	1
54458093910	1
54458094010	1
54458094110	1
54458094410	1
54458094510	1
54458094710	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54458094808	1
54458095010	1
54458095310	1
54458095410	1
54458095510	1
54458095610	1
54458095710	1
54458096010	1
54458096110	1
54458096410	1
54458096510	1
54458096610	1
54458096710	1
54458096810	1
54458096910	1
54458097010	1
54458098010	1
54458098110	1
54458098210	1
54458098310	1
54458098410	1
54458098510	1
54458098610	1
54458098709	1
54458098810	1
54458098910	1
54458099010	1
54458099110	1
54458099210	1
54458099309	1
54458099410	1
54458099510	1
54458099610	1
54458099710	1
54458099809	1
54458099909	1
54482005301	0
54482014407	0
54482014508	0
54482014801	0
54482093001	0
54569028500	1
54569028900	1
54569076500	1
54569091900	0
54569105600	1
54569128500	1
54569171206	1
54569231800	0
54569296805	0
54569336901	0
54569337202	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54569351500	1
54569357000	1
54569382803	0
54569385400	0
54569395400	0
54569409101	1
54569429300	1
54569434400	0
54569436500	0
54569446600	0
54569447100	0
54569447600	0
54569449700	0
54569455000	1
54569457008	0
54569457900	0
54569459200	0
54569460100	0
54569472300	0
54569473400	0
54569488000	0
54569489400	0
54569497400	0
54569498000	0
54569499900	1
54569512905	0
54569515500	1
54569519300	1
54569523600	1
54569524100	0
54569524200	0
54569524500	1
54569529701	1
54569532400	0
54569545200	0
54569546200	0
54569548200	1
54569548900	0
54569549302	0
54569553300	1
54569555200	0
54569555701	0
54569556800	1
54569558800	0
54569560500	0
54569561100	1
54569565400	1
54569566700	0
54569574900	1
54569575300	0
54569575400	1
54569575500	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54569577700	0
54569579000	0
54569579600	1
54569579800	1
54569580500	0
54569583301	1
54569594702	0
54569603400	0
54643564901	0
54738012002	1
54738013003	1
54738021001	1
54738055001	1
54738055301	1
54738055403	1
54738055503	1
54738090102	1
54738090202	1
54738090301	1
54738090302	1
54738090603	1
54738090701	1
54738090703	1
54738090801	1
54738090803	1
54738090901	1
54738091301	1
54738093401	1
54799053466	0
54799091817	0
54838012480	1
54838050140	1
54838050615	1
54838050880	1
54838051080	1
54838051180	1
54838051240	1
54838051380	1
54838051550	1
54838051850	1
54838052050	1
54838052270	1
54838052340	1
54838053680	1
54838054070	1
54838054280	1
54838054480	1
54838054880	1
54859010101	0
54859010150	0
54859050206	0
54859050401	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54859054404	0
54859070110	1
54868001702	0
54868003002	1
54868003100	1
54868003302	1
54868003403	1
54868004000	1
54868007300	1
54868007408	1
54868008500	0
54868015402	1
54868021800	1
54868021806	1
54868022901	1
54868022903	1
54868024904	1
54868037600	0
54868038800	0
54868053402	0
54868056400	0
54868062001	0
54868076200	1
54868076800	0
54868079901	1
54868080502	1
54868082100	0
54868083001	0
54868088900	0
54868088901	0
54868090800	1
54868094600	1
54868099000	0
54868102902	1
54868109700	0
54868112605	0
54868114600	0
54868117304	1
54868122500	0
54868125300	0
54868128901	0
54868138401	0
54868138502	1
54868142901	0
54868153101	0
54868157200	0
54868165900	0
54868170009	1
54868189000	0
54868192400	1
54868212901	0
54868231403	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868231600	0
54868231900	1
54868233500	0
54868234901	1
54868242100	1
54868257402	0
54868270203	0
54868277700	0
54868280301	0
54868280401	0
54868281700	0
54868282500	0
54868284700	1
54868287300	0
54868289400	0
54868291600	1
54868296602	1
54868298905	1
54868305000	0
54868306900	0
54868307500	0
54868310900	1
54868319900	0
54868325500	0
54868328300	0
54868331300	1
54868334000	0
54868338802	1
54868339900	0
54868340801	1
54868344401	0
54868346401	0
54868349400	0
54868354500	0
54868355000	1
54868360200	1
54868361900	0
54868365500	0
54868370400	0
54868370500	0
54868372200	1
54868373500	0
54868378203	0
54868379900	0
54868380101	0
54868381401	0
54868381500	0
54868381504	0
54868386600	0
54868388100	0
54868390300	0
54868393400	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868393404	0
54868394600	0
54868406701	0
54868407000	0
54868409300	0
54868410100	0
54868410101	0
54868412100	1
54868414200	0
54868414601	0
54868417400	0
54868418300	0
54868418500	0
54868419900	0
54868422301	0
54868422600	0
54868422900	0
54868424300	0
54868424500	0
54868425100	0
54868425103	0
54868425300	0
54868425900	0
54868427700	0
54868428100	0
54868429301	1
54868432500	0
54868433901	0
54868434100	0
54868435600	0
54868437900	1
54868439000	0
54868441604	1
54868442800	0
54868445102	1
54868445400	0
54868448200	1
54868452800	0
54868454001	0
54868455500	0
54868457501	0
54868459401	1
54868462200	0
54868463701	1
54868463805	1
54868464200	0
54868464500	0
54868464901	0
54868466200	0
54868469002	0
54868469700	1
54868470500	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868470501	0
54868470602	0
54868470604	0
54868471401	1
54868471500	0
54868471800	0
54868471900	0
54868473000	0
54868473400	0
54868475300	0
54868476400	0
54868477502	0
54868479300	0
54868479800	0
54868480800	0
54868481900	0
54868482100	1
54868483100	0
54868486600	0
54868487801	0
54868489000	0
54868489801	1
54868489902	0
54868489903	0
54868490900	0
54868491002	0
54868492201	0
54868493400	0
54868496300	0
54868496302	0
54868496706	0
54868497002	1
54868497700	1
54868498201	0
54868498600	0
54868498700	1
54868500700	0
54868502102	1
54868502200	1
54868502201	1
54868502407	1
54868502800	1
54868503000	0
54868504400	0
54868504700	0
54868506500	0
54868506900	0
54868507200	0
54868507500	0
54868507800	0
54868508500	0
54868510501	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868510900	0
54868511200	0
54868511301	1
54868513100	0
54868514401	1
54868515800	0
54868516100	0
54868516200	1
54868516602	1
54868516900	1
54868519900	0
54868520100	0
54868520300	0
54868521105	1
54868521501	0
54868522900	0
54868523101	0
54868523300	0
54868523600	0
54868525900	0
54868527702	1
54868529500	1
54868529700	0
54868530000	0
54868530100	0
54868530200	0
54868530300	0
54868530600	1
54868532200	0
54868532201	0
54868534100	0
54868534800	0
54868535002	0
54868535004	0
54868535100	0
54868536700	0
54868538400	0
54868538401	0
54868540300	0
54868540400	0
54868540700	0
54868541400	0
54868544000	0
54868544301	1
54868544700	0
54868546600	0
54868547400	0
54868547801	1
54868548000	0
54868548400	0
54868548900	0
54868549800	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868549900	1
54868550801	1
54868550900	1
54868551000	0
54868553003	0
54868553700	1
54868553800	0
54868554300	1
54868555300	0
54868555600	0
54868555800	0
54868557000	0
54868558700	0
54868559100	0
54868561000	0
54868561100	0
54868561600	0
54868564001	0
54868565300	0
54868565700	0
54868565701	0
54868567300	0
54868567301	0
54868567500	0
54868569400	1
54868570801	0
54868571000	0
54868572902	1
54868573003	1
54868573100	1
54868576900	1
54868578100	1
54868580400	0
54868581600	0
54868581604	0
54868582300	0
54868582600	1
54868582701	0
54868582800	0
54868583700	0
54868583800	0
54868584603	1
54868585200	0
54868585400	0
54868585800	0
54868586100	1
54868589000	0
54868590103	1
54868590700	0
54868591601	0
54868593600	0
54868594400	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
54868595400	0
54868596602	0
54868597000	0
54868597001	0
54868598500	0
54868599000	0
54868599800	0
54868600900	0
54868600901	0
54868601400	1
54868603600	0
54868603900	0
54868604100	0
54868607700	0
54868609100	0
54868611400	0
55045111204	1
55045111706	1
55045129503	1
55045132409	1
55045211405	1
55045288001	1
55045292908	1
55045293400	0
55045326703	0
55045337308	1
55045343005	1
55045349501	0
55056040601	0
55056080601	0
55056080602	0
55056081802	0
55056081805	0
55056160105	0
55056160106	0
55056160108	0
55056306001	0
55111010701	1
55111010801	1
55111010805	1
55111011901	1
55111011910	1
55111012001	1
55111012506	1
55111012601	1
55111012605	1
55111012701	1
55111012705	1
55111012850	1
55111012905	1
55111012960	1
55111013001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55111013030	1
55111013301	1
55111013401	1
55111014701	1
55111014801	1
55111014810	1
55111014901	1
55111014930	1
55111015313	1
55111015330	1
55111015413	1
55111015430	1
55111015701	1
55111015730	1
55111015801	1
55111015810	1
55111015830	1
55111015901	1
55111015905	1
55111015930	1
55111016050	1
55111016150	1
55111016201	1
55111017001	1
55111017005	1
55111017230	1
55111017290	1
55111017910	1
55111017915	1
55111018010	1
55111018015	1
55111018104	1
55111018204	1
55111018304	1
55111019201	1
55111019205	1
55111019290	1
55111019301	1
55111019305	1
55111019390	1
55111019401	1
55111019405	1
55111019490	1
55111019705	1
55111019730	1
55111019790	1
55111019805	1
55111019830	1
55111019890	1
55111019905	1
55111019930	1
55111019990	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55111020005	1
55111020030	1
55111020090	1
55111020105	1
55111020160	1
55111020205	1
55111020260	1
55111020305	1
55111020360	1
55111020405	1
55111020460	1
55111020505	1
55111020560	1
55111020660	1
55111020781	1
55111020881	1
55111020981	1
55111022001	1
55111022005	1
55111022101	1
55111022105	1
55111022205	1
55111022260	1
55111022305	1
55111022360	1
55111022501	1
55111022601	1
55111022605	1
55111022905	1
55111022990	1
55111023005	1
55111023090	1
55111023105	1
55111023190	1
55111024860	1
55111025030	1
55111025090	1
55111025201	1
55111025205	1
55111025301	1
55111025305	1
55111025401	1
55111025405	1
55111025501	1
55111025505	1
55111026805	1
55111026830	1
55111026890	1
55111027005	1
55111027090	1
55111027105	1
55111027190	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55111027405	1
55111027490	1
55111028448	1
55111029109	1
55111029136	1
55111029209	1
55111029236	1
55111029309	1
55111029336	1
55111031005	1
55111031060	1
55111031130	1
55111032001	1
55111032005	1
55111032101	1
55111032105	1
55111032201	1
55111032205	1
55111032890	1
55111032990	1
55111033801	1
55111033901	1
55111034001	1
55111034101	1
55111034201	1
55111034205	1
55111034230	1
55111034301	1
55111034305	1
55111034330	1
55111034401	1
55111034405	1
55111034430	1
55111036601	1
55111036701	1
55111036801	1
55111036805	1
55111040301	1
55111042230	1
55111042330	1
55111043890	1
55111043905	1
55111043990	1
55111044005	1
55111044090	1
55111044105	1
55111044190	1
55111047801	1
55111047805	1
55111047901	1
55111047905	1
55111048601	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55111048605	1
55111052501	1
55111052601	1
55111052701	1
55111053001	1
55111053101	1
55111053201	1
55111053205	1
55111054590	1
55111054690	1
55111054790	1
55111054805	1
55111054890	1
55111054990	1
55111055430	1
55111055490	1
55111057930	1
55111059048	1
55111059248	1
55111060216	1
55111062190	1
55111062290	1
55111062390	1
55111062490	1
55111063701	1
55111063801	1
55111063960	1
55111064001	1
55111064101	1
55111064730	1
55111064801	1
55111064901	1
55111068201	1
55111068205	1
55111068301	1
55111068305	1
55111068401	1
55111068405	1
55111068430	1
55111069501	1
55111069610	1
55111069701	1
55111069710	1
55111072610	1
55111072630	1
55111072690	1
55111072901	1
55111072910	1
55111073001	1
55111073005	1
55111073010	1
55111073530	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55111073590	1
55111073609	1
55111073709	1
55111073809	1
55111074010	1
55111074030	1
55111074090	1
55111074910	1
55111074930	1
55111074990	1
55111075010	1
55111075030	1
55111075090	1
55253007030	1
55253007130	1
55253007230	1
55253007330	1
55253007430	1
55253007530	1
55289000230	1
55289000506	1
55289000510	1
55289001030	1
55289001090	1
55289001430	0
55289002004	1
55289002024	1
55289004901	1
55289004910	1
55289004914	1
55289004915	1
55289004990	1
55289005808	1
55289005810	1
55289006407	1
55289007490	1
55289007601	1
55289007710	0
55289008401	1
55289008501	1
55289009090	1
55289009106	1
55289009112	1
55289009202	1
55289009517	1
55289010001	1
55289010210	1
55289012930	0
55289013490	1
55289013706	1
55289013730	1
55289013906	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55289014090	1
55289014201	1
55289015130	0
55289015330	1
55289016030	1
55289016410	1
55289016428	1
55289016920	1
55289017142	1
55289017208	1
55289017515	1
55289017520	1
55289019306	0
55289020320	1
55289020530	0
55289020728	1
55289023101	1
55289023104	1
55289023106	1
55289023830	0
55289023920	1
55289024102	1
55289024104	1
55289026630	0
55289027214	1
55289027220	1
55289027230	1
55289027730	0
55289028030	0
55289029114	1
55289029314	1
55289029330	1
55289029390	1
55289029820	1
55289029890	1
55289031004	0
55289033010	1
55289033814	1
55289033830	1
55289033890	1
55289035901	1
55289036001	1
55289036006	1
55289036012	1
55289036501	1
55289037103	0
55289037630	1
55289038130	1
55289038160	1
55289038293	1
55289039405	0
55289039407	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55289040630	0
55289041160	1
55289041901	1
55289041906	1
55289044104	1
55289044115	1
55289044180	1
55289044730	0
55289045720	1
55289046010	1
55289046212	1
55289047520	0
55289047530	0
55289047560	0
55289047593	0
55289048130	1
55289048702	1
55289048779	1
55289050701	1
55289050730	1
55289052104	1
55289052230	0
55289052410	0
55289056230	1
55289056710	1
55289057720	0
55289058910	1
55289058920	1
55289059301	1
55289059330	1
55289059914	1
55289059990	1
55289061120	1
55289061160	1
55289063030	1
55289064998	1
55289065015	0
55289066030	1
55289066301	1
55289067090	1
55289069528	1
55289070728	1
55289071107	0
55289071110	0
55289071114	0
55289071306	1
55289071915	1
55289071920	1
55289073012	1
55289073630	0
55289073701	1
55289073706	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55289073790	1
55289075730	1
55289076714	1
55289076720	1
55289076721	1
55289076728	1
55289076830	0
55289077314	1
55289077390	1
55289077414	1
55289079302	0
55289080030	0
55289080630	1
55289081730	0
55289082030	0
55289082179	1
55289082206	1
55289082214	1
55289082306	1
55289082314	1
55289082420	1
55289082530	0
55289082830	0
55289083330	0
55289083830	0
55289084110	0
55289084830	0
55289085801	1
55289085930	0
55289086130	0
55289086230	0
55289086930	0
55289087030	0
55289087230	0
55289088430	1
55289089515	1
55289089520	1
55289089730	0
55289089830	1
55289090910	1
55289090928	1
55289091004	0
55289091115	0
55289091130	0
55289091630	1
55289091690	1
55289091930	1
55289092030	1
55289092215	0
55289092606	0
55289092614	0
55289093230	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55289093530	0
55289093930	1
55289094415	1
55289094460	1
55289094515	1
55289095110	1
55289095112	1
55289095705	1
55289095790	1
55289095960	1
55289096130	0
55289096205	1
55289096220	1
55289096404	1
55289096930	0
55289097160	1
55289097590	0
55289098921	0
55289099021	0
55289099030	0
55289099621	1
55370014107	1
55370014707	1
55370050607	1
55370055707	1
55370090007	1
55370090108	1
55390000401	0
55390000501	1
55390000901	0
55390001310	0
55390002701	1
55390002810	1
55390002910	1
55390003110	1
55390003210	1
55390003410	1
55390004501	1
55390005110	1
55390005210	1
55390005301	1
55390005401	1
55390007001	1
55390007701	1
55390007710	1
55390009110	1
55390010010	0
55390010110	1
55390010901	1
55390011010	1
55390011250	1
55390011299	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55390011301	1
55390011405	1
55390011420	1
55390011450	1
55390012101	1
55390012301	1
55390012401	1
55390012510	1
55390012701	1
55390012901	1
55390013110	1
55390013301	1
55390013605	1
55390013702	1
55390013801	1
55390013802	1
55390013910	1
55390014701	1
55390014710	1
55390015001	1
55390015101	1
55390015301	1
55390015401	1
55390016010	1
55390016110	1
55390016301	1
55390016401	1
55390018301	1
55390018510	1
55390020910	1
55390022602	1
55390023301	1
55390023510	1
55390023610	1
55390023701	1
55390025101	1
55390025201	1
55390025301	1
55390029101	1
55390029201	1
55390031110	1
55390031510	1
55390035803	0
55390041205	1
55390041301	1
55390041305	1
55390045301	1
55390046505	1
55390048101	1
55390048102	1
55390056510	1
55390061320	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55390061601	1
55390061610	1
55513000204	0
55513000301	0
55513000304	0
55513000401	0
55513000404	0
55513000501	0
55513000504	0
55513000601	0
55513001401	0
55513002101	0
55513002104	0
55513002301	0
55513002304	0
55513002501	0
55513002504	0
55513002704	0
55513002801	0
55513003201	0
55513003901	0
55513004104	0
55513004401	0
55513005704	0
55513007330	0
55513007430	0
55513007530	0
55513009101	0
55513011001	0
55513011101	0
55513012610	0
55513014401	0
55513014410	0
55513014801	0
55513014810	0
55513017701	0
55513017728	0
55513019001	0
55513020901	0
55513020910	0
55513022101	0
55513022201	0
55513028310	0
55513047801	0
55513047810	0
55513053001	0
55513053010	0
55513054601	0
55513054610	0
55513071001	0
55513092401	0
55513092410	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
55513095401	0
55513095501	0
55513095601	0
55515001424	0
55515001480	0
55515005215	0
55515005260	0
55515010101	0
55515010201	0
55515043050	0
55566030201	0
55566150101	0
55566502001	1
55566504001	1
55566650003	0
55566718502	0
55566750101	0
55566750102	0
55566810101	0
55566830101	0
55566840101	0
55566850502	0
55566850506	0
55654001001	1
55654001101	1
55654001201	1
55654002905	1
55887014150	1
55887014714	1
55887014760	1
55887039614	1
55887078506	1
55887095030	1
55887095120	1
56151085050	0
57664010308	1
57664010313	1
57664010488	1
57664010508	1
57664010513	1
57664010518	1
57664010688	1
57664010788	1
57664010888	1
57664010988	1
57664011113	1
57664011188	1
57664011513	1
57664011586	1
57664012613	1
57664012688	1
57664013388	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
57664013488	1
57664013564	1
57664013565	1
57664013788	1
57664013888	1
57664014631	1
57664014634	1
57664016508	1
57664016608	1
57664016618	1
57664016652	1
57664016658	1
57664016708	1
57664016718	1
57664016752	1
57664016758	1
57664017013	1
57664017088	1
57664017508	1
57664017613	1
57664017688	1
57664018788	1
57664021908	1
57664022008	1
57664022108	1
57664022388	1
57664022488	1
57664024218	1
57664024288	1
57664024413	1
57664024418	1
57664024488	1
57664024513	1
57664024518	1
57664024588	1
57664024713	1
57664024718	1
57664024788	1
57664026418	1
57664026488	1
57664026518	1
57664026618	1
57664027308	1
57664027313	1
57664027318	1
57664027408	1
57664027413	1
57664027418	1
57664027508	1
57664027513	1
57664027518	1
57664029113	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
57664029118	1
57664029188	1
57664029218	1
57664029288	1
57664032706	1
57664032783	1
57664034213	1
57664034288	1
57664034588	1
57664034713	1
57664034788	1
57664036188	1
57664036288	1
57664037708	1
57664037713	1
57664037718	1
57664039108	1
57664039113	1
57664039713	1
57664039718	1
57664039751	1
57664039753	1
57664039758	1
57664039788	1
57664039813	1
57664039818	1
57664039888	1
57664039913	1
57664039918	1
57664039988	1
57664042113	1
57664042183	1
57664042199	1
57664042218	1
57664042283	1
57664042299	1
57664042413	1
57664042483	1
57664042499	1
57664042513	1
57664042599	1
57664042818	1
57664042918	1
57664042988	1
57664043413	1
57664043418	1
57664043488	1
57664043513	1
57664043518	1
57664043551	1
57664043553	1
57664043558	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
57664043588	1
57664043613	1
57664043618	1
57664043718	1
57664043788	1
57664044118	1
57664044188	1
57664045888	1
57664045988	1
57664046708	1
57664047108	1
57664047413	1
57664047418	1
57664047451	1
57664047453	1
57664047458	1
57664047488	1
57664047708	1
57664047718	1
57664047752	1
57664047758	1
57664049918	1
57664049983	1
57664050018	1
57664050083	1
57664050118	1
57664050183	1
57664050218	1
57664050289	1
57664050313	1
57664050318	1
57664050389	1
57664050418	1
57664050488	1
57664050608	1
57664050618	1
57664050652	1
57664050658	1
57664050713	1
57664050783	1
57664050788	1
57664050813	1
57664050818	1
57664050888	1
57664050913	1
57664050918	1
57664050983	1
57664050988	1
57664051018	1
57664051083	1
57664051213	1
57664051218	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
57664051288	1
57664051313	1
57664051318	1
57664051388	1
57664051513	1
57664051518	1
57664051588	1
57664051613	1
57664051618	1
57664051688	1
57664053313	1
57664053318	1
57664053388	1
57664053713	1
57664053718	1
57664053788	1
57664056913	1
57664056999	1
57664060088	1
57664072588	1
57665010141	0
57844000901	0
57844001901	0
57844015101	0
57844018701	0
57844020852	0
57844032201	0
57844052206	0
57844069298	0
57844071319	0
57866000201	0
57866260802	1
57866362201	1
57866391305	1
57866416601	1
57866556302	1
57866630201	1
57866660903	1
57866705201	1
57866721603	1
57894003001	0
57894006002	0
57894006003	0
57894006103	0
57894007001	0
57894007002	0
58016003790	0
58016005130	0
58016005900	0
58016006330	0
58016006660	0
58016011900	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58016011990	1
58016012300	1
58016013430	1
58016014518	0
58016016130	1
58016021200	1
58016023400	1
58016024800	1
58016037200	1
58016043890	1
58016048900	1
58016057230	0
58016058390	0
58016072500	1
58016074230	0
58016080100	1
58016084024	1
58016085800	1
58016086200	1
58016087640	1
58016097500	0
58016100201	1
58016308101	1
58016456801	0
58016471901	1
58016484301	1
58016486101	1
58016609101	1
58016653201	0
58016656101	0
58016901801	1
58016933101	1
58063060050	0
58063070510	0
58063079725	0
58173003704	0
58177000104	1
58177000108	1
58177000109	1
58177000204	1
58177000404	1
58177000504	1
58177001704	1
58177002004	1
58177002804	1
58177002904	1
58177003004	1
58177003104	1
58177003106	1
58177004104	1
58177004403	1
58177004604	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58177006119	1
58177006126	1
58177006219	1
58177006226	1
58177006319	1
58177006326	1
58177006426	1
58177006519	1
58177006526	1
58177006619	1
58177006626	1
58177007304	1
58177009104	1
58177009108	1
58177009111	1
58177009204	1
58177009604	1
58177020104	1
58177020204	1
58177020208	1
58177020209	1
58177020211	1
58177020804	1
58177021204	1
58177021604	1
58177021611	1
58177022204	1
58177022208	1
58177022211	1
58177022504	1
58177023704	1
58177023804	1
58177023808	1
58177025504	1
58177026404	1
58177026408	1
58177026504	1
58177026508	1
58177026604	1
58177026608	1
58177026704	1
58177026708	1
58177026804	1
58177026808	1
58177026904	1
58177026908	1
58177027404	1
58177029304	1
58177029309	1
58177029311	1
58177030104	1
58177030204	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58177030304	1
58177030904	1
58177030908	1
58177031004	1
58177031104	1
58177031204	1
58177031304	1
58177031404	1
58177031604	1
58177031705	1
58177032004	1
58177032304	1
58177032404	1
58177032418	1
58177032504	1
58177033004	1
58177033104	1
58177033204	1
58177033304	1
58177034104	1
58177034204	1
58177034208	1
58177034304	1
58177034308	1
58177034404	1
58177034408	1
58177035126	1
58177035804	1
58177036322	1
58177036456	1
58177036804	1
58177036809	1
58177036811	1
58177036904	1
58177036909	1
58177036911	1
58177038304	1
58177041826	1
58177042304	1
58177043240	1
58177043309	1
58177043340	1
58177043409	1
58177043440	1
58177043904	1
58177044004	1
58177044504	1
58177044604	1
58177044904	1
58177045826	1
58177046104	1
58177046204	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58177053707	1
58177053711	1
58177053826	1
58177062004	1
58177062011	1
58177062104	1
58177062504	1
58177062511	1
58177066704	1
58177067019	1
58177067126	1
58177067226	1
58177067704	1
58177067904	1
58177068104	1
58177068304	1
58177080302	1
58177081602	1
58177083537	1
58177083803	1
58177083945	1
58177083946	1
58177083961	1
58177088107	1
58177088601	1
58177088603	1
58177088605	1
58177088656	1
58177088657	1
58177088880	0
58177090607	1
58177090907	1
58177091005	1
58177091007	1
58177091203	1
58177091401	1
58177092865	1
58177092965	1
58177093205	1
58177093526	1
58177096726	1
58223067501	1
58238021304	0
58281056001	0
58281056002	0
58281056102	0
58281056301	0
58281056302	0
58394000101	0
58394000106	0
58394000206	0
58394000408	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58394000802	0
58406042534	0
58406042541	0
58406043501	0
58406043504	0
58406044501	0
58406044504	0
58406045501	0
58406045504	0
58407009101	1
58407052701	0
58468002001	0
58468002101	0
58468012001	0
58468012101	0
58468012301	0
58468012401	0
58468013001	0
58468013101	0
58468013102	0
58468013202	0
58468014001	0
58468018002	0
58468018102	0
58468035703	0
58468184904	0
58468198301	0
58468466301	0
58552010401	0
58552011016	0
58552012208	0
58552030501	1
58552030601	0
58552030960	0
58552031201	1
58552031301	0
58605040101	1
58605040601	0
58605040801	0
58605040901	0
58605042201	1
58605042301	0
58605043201	0
58605043501	0
58605044101	0
58605044201	1
58605044401	1
58605044501	0
58605044801	0
58605061401	0
58768010002	0
58768010005	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58790021687	0
58809070701	0
58809090701	0
58864001601	1
58864010120	1
58864022215	1
58864046330	1
58864047820	1
58864048730	0
58864060530	0
58864060830	0
58864062110	0
58864062930	0
58864064128	1
58864065830	0
58864066230	0
58864067014	0
58864067328	1
58864067930	0
58864068320	0
58864068321	0
58864068430	1
58864069430	0
58864069630	0
58864071630	1
58864072230	0
58864072530	1
58864072615	0
58864074515	0
58864074830	0
58864076720	1
58864076815	0
58864077115	0
58864078530	1
58864081350	1
58864081501	1
58864081801	1
58864083430	0
58864083720	1
58864085560	0
58864087014	1
58864087330	1
58864088230	0
58864088730	0
58864088930	0
58864089530	0
58864095330	1
58864095730	1
58864095830	0
58864096501	0
58914000210	0
58914000410	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
58914000450	0
58914001210	0
58914001310	0
58914001810	0
58914004510	0
58914008052	0
58914011110	0
58914011150	0
58914011610	0
58914017014	0
58914017110	0
58914050118	0
58914050142	0
58914050156	0
58914060021	0
58914078510	0
58914079010	0
58980015010	1
58980015011	1
58980015020	1
58980015022	1
58980033590	1
58980062380	1
58980062415	1
58980062510	1
58980062530	1
58980062570	1
58980063014	0
58980068050	1
58980068090	1
58980077710	1
58980077881	1
58980079011	1
58980079021	1
58980081110	1
58980091540	1
58980091895	1
59011010010	0
59011010020	0
59011010025	0
59011010310	0
59011010320	0
59011010325	0
59011010510	0
59011010520	0
59011010525	0
59011010710	0
59011010720	0
59011010725	0
59011020110	0
59011026010	0
59011026125	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59011026210	0
59011026305	0
59011026310	0
59011033430	0
59011033530	0
59011033630	0
59011041010	0
59011041510	0
59011042010	0
59011043010	0
59011044010	0
59011044410	0
59011044625	0
59011045101	0
59011045201	0
59011045210	0
59011045401	0
59011045405	0
59011045410	0
59011045810	0
59011046010	0
59011048010	0
59011081510	0
59011083010	0
59011086010	0
59060183302	0
59060183402	0
59060183702	0
59075073015	0
59148000216	0
59148000613	0
59148000635	0
59148000713	0
59148000735	0
59148000813	0
59148000835	0
59148000913	0
59148000935	0
59148001013	0
59148001035	0
59148001113	0
59148001315	0
59148002050	0
59148064023	0
59148064123	0
59196000901	0
59196001024	1
59196001048	1
59310017540	0
59310017780	0
59310057920	0
59338077501	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59366211001	1
59366211005	1
59366222601	1
59366222607	1
59366223607	1
59366244602	1
59366246203	1
59366246205	1
59366262106	1
59366262108	1
59366270401	1
59366270501	1
59366270601	1
59366270704	1
59366270802	1
59366270804	1
59366272702	1
59366272802	1
59366273103	1
59366273608	1
59366273904	1
59366273908	1
59366274003	1
59366274108	1
59366274301	1
59366274401	1
59366274501	1
59366274601	1
59366276205	1
59366276207	1
59366278204	1
59366279101	1
59366279103	1
59366279106	1
59366280702	1
59366281703	1
59366281902	1
59366282703	1
59366282904	1
59366285404	1
59366285502	1
59366285504	1
59366286602	1
59366287605	1
59366287806	1
59366290004	1
59366300001	1
59366300005	1
59366310001	1
59366310005	1
59366338801	1
59366400002	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59366400003	1
59366410002	1
59366410004	1
59366500001	1
59366600003	1
59366600006	1
59366733901	1
59366734005	1
59390019205	1
59417010210	0
59417010310	0
59417010410	0
59417010510	0
59417010610	0
59417010710	0
59528031701	0
59528041605	0
59528198801	0
59528445601	0
59572010201	0
59572020514	0
59572020594	0
59572021015	0
59572021095	0
59572022016	0
59572022096	0
59572030250	0
59572040500	0
59572040528	0
59572041000	0
59572041028	0
59572041030	0
59572041500	0
59572041521	0
59572042500	0
59572042521	0
59572042525	0
59627000103	0
59627000205	0
59627000207	0
59630017010	1
59630030020	0
59630030026	0
59630030065	0
59630040010	0
59630040030	0
59630041190	0
59630041435	0
59630041560	0
59630041690	0
59630041830	0
59630041930	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59630044010	0
59630044110	0
59630045008	0
59630045016	0
59630048030	0
59630048530	0
59630048590	0
59630049090	0
59630049590	0
59630050010	0
59630050110	0
59630050210	0
59630050310	0
59630057460	0
59630057560	0
59630062830	0
59630062930	0
59630063030	0
59630070014	0
59630070048	0
59630070114	0
59630070148	0
59630070214	0
59630070248	0
59630071008	0
59630075050	0
59630075550	0
59630076010	0
59630076110	0
59630076210	0
59630078008	0
59630080101	0
59630080102	0
59630080201	0
59630080202	0
59630080301	0
59630080302	0
59630080401	0
59630080402	0
59630082160	0
59676030201	0
59676030202	0
59676030301	0
59676030302	0
59676030401	0
59676030402	0
59676031000	0
59676031001	0
59676031002	0
59676031201	0
59676031204	0
59676032001	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59676032004	0
59676034001	0
59676056001	0
59676056101	0
59676056201	0
59676057001	0
59702015001	0
59702065001	1
59702068301	0
59702080016	0
59730420201	0
59730420301	0
59741030112	1
59741030124	1
59743001901	1
59743005301	1
59743008501	1
59743008510	1
59743013216	1
59746000103	1
59746000106	1
59746000204	1
59746000314	1
59746001210	1
59746001504	1
59746011306	1
59746011506	1
59746012106	1
59746012110	1
59746012206	1
59746012210	1
59746012501	1
59746012510	1
59746012710	1
59746017106	1
59746017110	1
59746017206	1
59746017210	1
59746017306	1
59746017310	1
59746017506	1
59746017509	1
59746017510	1
59746017706	1
59746017710	1
59746021106	1
59746021110	1
59746024501	1
59746024505	1
59746024601	1
59746024610	1
59746024760	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59746024805	1
59746024860	1
59746038206	1
59746038210	1
59746038306	1
59746038309	1
59746038310	1
59746038406	1
59746038409	1
59746038410	1
59746038506	1
59746038509	1
59746038510	1
59746038606	1
59746038609	1
59746038610	1
59762001601	1
59762005701	1
59762005901	1
59762006102	1
59762006202	1
59762006205	1
59762006301	1
59762006601	1
59762006801	1
59762010001	1
59762010401	1
59762010402	1
59762017101	1
59762017102	1
59762017201	1
59762017202	1
59762022001	1
59762022201	1
59762022301	1
59762045001	1
59762085002	1
59762085003	1
59762085007	1
59762102001	1
59762102003	1
59762102101	1
59762102107	1
59762102204	1
59762102207	1
59762102304	1
59762102305	1
59762102306	1
59762103001	1
59762103101	1
59762103201	1
59762105002	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59762105005	1
59762108101	1
59762108102	1
59762108301	1
59762108302	1
59762125801	1
59762125802	1
59762126101	1
59762126102	1
59762130001	1
59762130003	1
59762130101	1
59762130103	1
59762130201	1
59762130203	1
59762141207	1
59762141503	1
59762141505	1
59762141506	1
59762141603	1
59762141609	1
59762141703	1
59762141803	1
59762152001	1
59762152002	1
59762153001	1
59762153002	1
59762153003	1
59762153004	1
59762153005	1
59762153401	1
59762153402	1
59762153701	1
59762153702	1
59762153703	1
59762154001	1
59762154002	1
59762154003	1
59762154004	1
59762170001	1
59762170201	1
59762171002	1
59762171003	1
59762172001	1
59762172002	1
59762173502	1
59762173602	1
59762173607	1
59762173702	1
59762180801	1
59762180802	1
59762180803	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59762181001	1
59762181002	1
59762181003	1
59762181004	1
59762181201	1
59762181203	1
59762181501	1
59762181502	1
59762181503	1
59762185009	1
59762185109	1
59762185209	1
59762200001	1
59762200004	1
59762204002	1
59762204008	1
59762204102	1
59762204108	1
59762204202	1
59762204208	1
59762204302	1
59762218001	1
59762222002	1
59762222101	1
59762222102	1
59762227103	1
59762227107	1
59762227201	1
59762227203	1
59762227207	1
59762227301	1
59762227307	1
59762227403	1
59762299001	1
59762299301	1
59762299302	1
59762305101	1
59762305102	1
59762306001	1
59762306002	1
59762306003	1
59762307001	1
59762307002	1
59762308001	1
59762311001	1
59762312001	1
59762313001	1
59762314001	1
59762329301	1
59762329303	1
59762329401	1
59762329403	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59762329502	1
59762329503	1
59762332701	1
59762332702	1
59762332801	1
59762371704	1
59762371803	1
59762371804	1
59762371901	1
59762371903	1
59762371904	1
59762372001	1
59762372003	1
59762372004	1
59762372101	1
59762372103	1
59762372104	1
59762372201	1
59762372203	1
59762372501	1
59762372603	1
59762372704	1
59762372706	1
59762372707	1
59762372801	1
59762372802	1
59762372803	1
59762374001	1
59762374005	1
59762374101	1
59762374104	1
59762374202	1
59762374208	1
59762374301	1
59762374302	1
59762374401	1
59762378301	1
59762432000	1
59762432002	1
59762432100	1
59762432102	1
59762432202	1
59762432206	1
59762453701	1
59762453702	1
59762453801	1
59762480001	1
59762480003	1
59762480005	1
59762480006	1
59762480101	1
59762480103	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59762480105	1
59762480106	1
59762480201	1
59762480203	1
59762480205	1
59762480206	1
59762490001	1
59762490002	1
59762490003	1
59762490004	1
59762490005	1
59762491001	1
59762491002	1
59762491003	1
59762491004	1
59762491005	1
59762494001	1
59762496001	1
59762500001	1
59762500002	1
59762500701	1
59762500702	1
59762500801	1
59762500802	1
59762500901	1
59762501001	1
59762501002	1
59762501101	1
59762501102	1
59762501201	1
59762501301	1
59762501401	1
59762501501	1
59762501601	1
59762501701	1
59762501801	1
59762501901	1
59762502001	1
59762502101	1
59762502201	1
59762502301	1
59762502401	1
59762502601	1
59762502701	1
59762502702	1
59762502801	1
59762502901	1
59762503001	1
59762503101	1
59762503201	1
59762503202	1
59762503301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
59762503302	1
59762525004	1
59762525104	1
59762669003	1
59762669005	1
59762669008	1
59762669103	1
59762669105	1
59762669203	1
59762737902	1
59762738002	1
59762752901	1
59762752902	1
59762839801	1
59762839802	1
59762839901	1
59762839902	1
59767000101	0
59767000201	0
59767000301	0
59767000302	0
59772246201	1
59772246301	1
59772558501	1
59911589701	1
59930150301	1
59930151701	1
59930151702	1
59930152601	1
59930152602	1
59930154201	1
59930154703	1
59930156001	1
59930157503	1
59930171401	1
59930171403	1
59930171501	1
59930309401	1
59930314403	1
59930360501	1
59987010125	0
60258000116	1
60258000216	1
60258000316	1
60258000501	1
60258002510	1
60258003301	1
60258003906	1
60258004001	1
60258004003	1
60258004101	1
60258004103	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60258004206	1
60258004843	1
60258007001	1
60258009008	1
60258010601	1
60258015001	1
60258015101	1
60258015520	1
60258015610	1
60258015620	1
60258015720	1
60258015816	1
60258015910	1
60258016101	1
60258016201	1
60258017809	1
60258017901	1
60258018001	1
60258018101	1
60258018301	1
60258018401	1
60258018601	1
60258018901	1
60258019001	1
60258019201	1
60258019309	1
60258019409	1
60258019601	1
60258019701	1
60258022016	1
60258023816	1
60258023916	1
60258024016	1
60258024516	1
60258026116	1
60258026216	1
60258027401	1
60258030301	1
60258033516	1
60258033601	1
60258037116	1
60258041416	1
60258041504	1
60258041516	1
60258042516	1
60258042616	1
60258042916	1
60258044416	1
60258051801	1
60258070116	1
60258072016	1
60258075016	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60258076204	1
60258080116	1
60258080215	1
60258084150	1
60258085001	1
60258085010	1
60258086004	1
60258086016	1
60258086516	1
60258086603	1
60267011930	1
60267012585	0
60267030100	0
60267074230	0
60267095325	1
60429003640	1
60429003740	1
60429005230	1
60429005310	1
60429005410	1
60429005510	1
60429005610	1
60429007210	1
60429007410	1
60429007490	1
60429008105	1
60429009230	1
60429009330	1
60429009430	1
60429015708	1
60429017014	1
60429018705	1
60429018760	1
60429018805	1
60429018860	1
60429021590	1
60429050360	1
60429050912	1
60429050924	1
60429050960	1
60429050990	1
60429051018	1
60429051024	1
60429051090	1
60429051290	1
60429052590	1
60429053005	1
60429053030	1
60429053105	1
60429053115	1
60429053130	1
60429070405	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60429070525	1
60429071501	1
60429071860	1
60429072505	1
60429072590	1
60429073310	1
60429073605	1
60429073690	1
60429074005	1
60429074601	1
60429074701	1
60429074801	1
60429075301	1
60429075790	1
60429076001	1
60429076260	1
60429076360	1
60429076905	1
60429076910	1
60429076960	1
60429077010	1
60429077105	1
60429077110	1
60429077160	1
60429077210	1
60429077304	1
60429077312	1
60429078401	1
60429078410	1
60429078501	1
60429078510	1
60429078601	1
60429078610	1
60429078701	1
60429078710	1
60429078801	1
60429078810	1
60429078901	1
60429078910	1
60429079001	1
60429079010	1
60429079101	1
60429079201	1
60429079405	1
60429079505	1
60429090115	1
60429090130	1
60429090160	1
60429090230	1
60429090260	1
60429090430	1
60429090460	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60429093210	1
60429094601	1
60429094701	1
60429095410	1
60429098705	1
60429098805	1
60432000708	1
60432000916	1
60432002816	1
60432003708	1
60432003732	1
60432003816	1
60432003864	1
60432004504	1
60432004516	1
60432006500	1
60432006547	1
60432006575	1
60432008816	1
60432008904	1
60432009216	1
60432009316	1
60432012608	1
60432012616	1
60432012916	1
60432013108	1
60432013325	1
60432013350	1
60432015004	1
60432015016	1
60432016204	1
60432021208	1
60432023730	1
60432024504	1
60432024516	1
60432034516	1
60432045516	1
60432045716	1
60432046400	1
60432046550	1
60432046608	1
60432048216	1
60432052804	1
60432053716	1
60432053760	1
60432054104	1
60432054116	1
60432056060	1
60432056160	1
60432060404	1
60432060416	1
60432060616	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60432060804	1
60432060816	1
60432061304	1
60432061360	1
60432061616	1
60432062116	1
60432062216	1
60432065104	1
60432067160	1
60432069360	1
60432074115	1
60432083360	0
60432083460	0
60432083716	0
60505000306	1
60505000406	1
60505000506	1
60505000704	1
60505000708	1
60505000804	1
60505000808	1
60505000904	1
60505000908	1
60505001004	1
60505001008	1
60505001406	1
60505001408	1
60505001506	1
60505001508	1
60505001606	1
60505001608	1
60505001806	1
60505001906	1
60505002004	1
60505002006	1
60505002008	1
60505002103	1
60505002504	1
60505002506	1
60505002508	1
60505002602	1
60505002603	1
60505002607	1
60505002702	1
60505002704	1
60505002707	1
60505003306	1
60505003307	1
60505003401	1
60505003404	1
60505003408	1
60505003901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505004001	1
60505004101	1
60505004206	1
60505004907	1
60505004909	1
60505005007	1
60505005009	1
60505005107	1
60505005109	1
60505005207	1
60505005209	1
60505005501	1
60505006500	1
60505006501	1
60505006502	1
60505006507	1
60505006508	1
60505006601	1
60505006603	1
60505006701	1
60505006803	1
60505008000	1
60505008100	1
60505008200	1
60505008301	1
60505008302	1
60505008304	1
60505008401	1
60505008402	1
60505008404	1
60505009200	1
60505009202	1
60505009300	1
60505009301	1
60505009400	1
60505009401	1
60505009408	1
60505009500	1
60505009501	1
60505009600	1
60505009601	1
60505009608	1
60505009701	1
60505009702	1
60505009704	1
60505010101	1
60505010102	1
60505010104	1
60505010201	1
60505011200	1
60505011201	1
60505011208	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505011300	1
60505011301	1
60505011308	1
60505011401	1
60505011405	1
60505011500	1
60505011505	1
60505011600	1
60505011605	1
60505011700	1
60505011800	1
60505012901	1
60505012902	1
60505013100	1
60505013101	1
60505013200	1
60505013201	1
60505013300	1
60505013400	1
60505013500	1
60505014100	1
60505014101	1
60505014102	1
60505014200	1
60505014201	1
60505014202	1
60505014204	1
60505014500	1
60505014501	1
60505014502	1
60505014600	1
60505014601	1
60505014602	1
60505015705	1
60505015709	1
60505015801	1
60505015809	1
60505015900	1
60505016401	1
60505016501	1
60505016601	1
60505016805	1
60505016809	1
60505016907	1
60505016909	1
60505017007	1
60505017009	1
60505017101	1
60505017102	1
60505017105	1
60505017108	1
60505017200	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505017300	1
60505017301	1
60505017400	1
60505017401	1
60505017500	1
60505017501	1
60505017600	1
60505017700	1
60505017800	1
60505017900	1
60505018003	1
60505018008	1
60505018103	1
60505018108	1
60505018203	1
60505018300	1
60505018301	1
60505018305	1
60505018400	1
60505018500	1
60505018501	1
60505018600	1
60505018601	1
60505018700	1
60505018701	1
60505018800	1
60505018900	1
60505018901	1
60505019000	1
60505019001	1
60505019008	1
60505019100	1
60505019101	1
60505019108	1
60505019200	1
60505019201	1
60505019208	1
60505019302	1
60505019303	1
60505019402	1
60505019403	1
60505019502	1
60505019503	1
60505020503	1
60505020603	1
60505020703	1
60505020801	1
60505020901	1
60505021003	1
60505021009	1
60505021103	1
60505021109	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505021203	1
60505021209	1
60505021309	1
60505021403	1
60505021409	1
60505022201	1
60505022301	1
60505022401	1
60505023004	1
60505023101	1
60505023201	1
60505023301	1
60505023401	1
60505023501	1
60505024701	1
60505024708	1
60505024801	1
60505024808	1
60505024901	1
60505024908	1
60505025102	1
60505025103	1
60505025202	1
60505025203	1
60505025701	1
60505025801	1
60505026001	1
60505026002	1
60505026501	1
60505026601	1
60505026605	1
60505026701	1
60505026705	1
60505026801	1
60505026805	1
60505027101	1
60505027201	1
60505035101	1
60505035201	1
60505035401	1
60505036000	1
60505036001	1
60505036002	1
60505036301	1
60505036302	1
60505037401	1
60505037900	1
60505038001	1
60505038105	1
60505055102	1
60505055103	1
60505055104	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505055202	1
60505055203	1
60505055204	1
60505056000	1
60505056001	1
60505056202	1
60505056701	1
60505056802	1
60505056901	1
60505057001	1
60505057804	1
60505067905	1
60505068104	1
60505068604	1
60505068704	1
60505068804	1
60505070201	1
60505070301	1
60505074401	1
60505074904	1
60505074905	1
60505075000	1
60505075004	1
60505075100	1
60505075104	1
60505075200	1
60505075204	1
60505075300	1
60505075304	1
60505076900	1
60505077300	1
60505081301	1
60505081500	1
60505082306	1
60505082400	1
60505082601	1
60505082701	1
60505082901	1
60505083305	1
60505083400	1
60505083404	1
60505084703	1
60505100001	1
60505100301	1
60505100302	1
60505120100	1
60505120103	1
60505120200	1
60505120203	1
60505130801	1
60505130901	1
60505131001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505131004	1
60505131103	1
60505131203	1
60505132001	1
60505132008	1
60505132101	1
60505132305	1
60505132309	1
60505132501	1
60505132901	1
60505250201	1
60505250301	1
60505250303	1
60505250401	1
60505250402	1
60505251002	1
60505251004	1
60505251102	1
60505251104	1
60505251202	1
60505251208	1
60505251602	1
60505251603	1
60505251702	1
60505251703	1
60505251801	1
60505251803	1
60505251804	1
60505251808	1
60505251901	1
60505251904	1
60505251908	1
60505252001	1
60505252003	1
60505252004	1
60505252008	1
60505252101	1
60505252201	1
60505253201	1
60505253301	1
60505253305	1
60505253401	1
60505253405	1
60505253501	1
60505253508	1
60505253601	1
60505253605	1
60505253903	1
60505254002	1
60505254102	1
60505254501	1
60505254701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505255101	1
60505255105	1
60505255201	1
60505255205	1
60505255301	1
60505255308	1
60505255401	1
60505255408	1
60505257201	1
60505257203	1
60505257507	1
60505258405	1
60505258406	1
60505258505	1
60505258506	1
60505258605	1
60505258606	1
60505258705	1
60505258706	1
60505258805	1
60505258806	1
60505258900	1
60505258906	1
60505259201	1
60505259203	1
60505259301	1
60505259303	1
60505259404	1
60505259602	1
60505259604	1
60505259608	1
60505260400	1
60505260401	1
60505260408	1
60505260500	1
60505260501	1
60505260508	1
60505260601	1
60505260608	1
60505260701	1
60505260708	1
60505260801	1
60505260808	1
60505260901	1
60505260908	1
60505261506	1
60505261606	1
60505264007	1
60505264008	1
60505264101	1
60505264108	1
60505264203	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505265103	1
60505265109	1
60505265203	1
60505265209	1
60505265300	1
60505265301	1
60505265305	1
60505265400	1
60505265401	1
60505265405	1
60505265501	1
60505265505	1
60505265507	1
60505265601	1
60505265605	1
60505265701	1
60505265705	1
60505265901	1
60505266301	1
60505266401	1
60505266405	1
60505266505	1
60505266506	1
60505268006	1
60505268102	1
60505268106	1
60505268202	1
60505268206	1
60505268401	1
60505268508	1
60505268509	1
60505268601	1
60505268608	1
60505268808	1
60505269001	1
60505269101	1
60505276005	1
60505276006	1
60505276105	1
60505276106	1
60505276205	1
60505276206	1
60505276306	1
60505287501	1
60505287601	1
60505287700	1
60505287701	1
60505287801	1
60505287805	1
60505291609	1
60505291703	1
60505291709	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60505296701	1
60505296705	1
60505296801	1
60505306501	1
60505306601	1
60505306605	1
60505306701	1
60505306705	1
60505316103	1
60505316203	1
60505343803	1
60505343808	1
60505353701	1
60505353801	1
60505353901	1
60505354001	1
60505357801	1
60505357901	1
60505530601	1
60505530608	1
60505530701	1
60505530705	1
60505600809	1
60505607200	0
60505607604	1
60505700102	1
60505700202	1
60505700302	1
60505700402	1
60574411301	0
60574411401	0
60575017719	0
60575051319	0
60575061919	0
60575078619	0
60575091390	0
60598000101	0
60598000201	0
60598000301	0
60598000690	0
60598000890	0
60598000990	0
60598006160	0
60598008001	0
60598008101	0
60598010001	0
60598010101	0
60598012030	0
60598012090	0
60598012130	0
60598012190	0
60598012230	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60598012290	0
60598012330	0
60598012390	0
60598012430	0
60598014001	0
60598014101	0
60598014201	0
60758006005	1
60758006010	1
60758006015	1
60758006305	1
60758006310	1
60758011905	1
60758011910	1
60758011915	1
60758018805	1
60758045810	1
60758080105	1
60758080110	1
60758080115	1
60758080205	1
60758080210	1
60758080215	1
60758086605	1
60758086610	1
60758086615	1
60758088005	1
60758088010	1
60758088015	1
60758090810	1
60758091003	1
60758092905	1
60760011130	0
60760052530	0
60760091105	1
60793001108	0
60793001114	0
60793010401	0
60793010501	0
60793011501	0
60793011601	0
60793011701	0
60793013010	0
60793013110	0
60793013601	0
60793013605	0
60793014501	0
60793014601	0
60793021505	0
60793028301	0
60793028401	0
60793041130	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60793043001	0
60793043101	0
60793043301	0
60793043401	0
60793043501	0
60793043701	0
60793050101	0
60793050301	0
60793060010	0
60793060301	0
60793060401	0
60793060501	0
60793060601	0
60793060701	0
60793060801	0
60793070110	0
60793070210	0
60793080001	0
60793080101	0
60793080201	0
60793085001	1
60793085010	1
60793085101	1
60793085110	1
60793085201	1
60793085210	1
60793085301	1
60793085310	1
60793085401	1
60793085410	1
60793085501	1
60793085510	1
60793085601	1
60793085610	1
60793085701	1
60793085710	1
60793085801	1
60793085810	1
60793085901	1
60793085910	1
60793086001	1
60793086010	1
60951031070	1
60951060270	1
60951060285	1
60951060368	1
60951060568	1
60951060585	1
60951060768	1
60951060785	1
60951061070	1
60951065270	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
60951065370	1
60951065570	1
60951065870	1
60951065970	1
60951070070	1
60951070370	1
60951071270	1
60951079470	1
60951079570	1
60951079670	1
60951079770	1
60977000101	0
60977011201	1
60977011401	0
60977011501	0
60977015501	0
61058025352	0
61073003401	1
61314001205	1
61314001210	1
61314001405	1
61314001425	1
61314001505	1
61314001510	1
61314001601	1
61314001805	1
61314001910	1
61314003002	1
61314004475	1
61314012605	1
61314012610	1
61314014305	1
61314014310	1
61314014315	1
61314014405	1
61314014410	1
61314014415	1
61314020315	1
61314020415	1
61314020615	1
61314020815	1
61314022405	1
61314022505	1
61314022525	1
61314022605	1
61314022610	1
61314022615	1
61314022705	1
61314022710	1
61314022715	1
61314022905	1
61314022910	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
61314022915	1
61314023710	1
61314023805	1
61314023810	1
61314023815	1
61314024501	1
61314024502	1
61314024503	1
61314029405	1
61314029705	1
61314029710	1
61314030301	1
61314030302	1
61314034201	1
61314034202	1
61314035401	1
61314035501	1
61314035502	1
61314039601	1
61314039603	1
61314044705	1
61314044710	1
61314062810	1
61314063006	1
61314063136	1
61314063305	1
61314063705	1
61314063710	1
61314063715	1
61314064175	1
61314064305	1
61314064510	1
61314064511	1
61314064610	1
61314064705	1
61314064710	1
61314064725	1
61314065605	1
61314065610	1
61314065625	1
61314066505	1
61314070101	1
61442010201	1
61442011101	1
61442011201	1
61442011301	1
61442012101	1
61442016205	1
61442017130	1
61442017230	1
61442022201	1
61442022301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
61570002401	0
61570003150	0
61570003275	0
61570003410	0
61570003775	0
61570004510	0
61570005201	0
61570005301	0
61570007201	0
61570007301	0
61570007401	0
61570007901	0
61570008101	1
61570009010	0
61570011101	0
61570011105	0
61570011201	0
61570011256	0
61570012001	0
61570012005	0
61570013120	0
61570013140	0
61570013150	0
61570013185	0
61570014810	0
61570054120	0
61646050316	1
61703030538	1
61703030906	1
61703030916	1
61703031922	0
61703032518	0
61703033218	1
61703033922	1
61703033950	1
61703033956	1
61703034209	1
61703034222	1
61703034250	1
61703034418	1
61703034909	1
61703034916	1
61703035038	1
61703036318	1
61703036322	1
61703040841	1
61703042281	0
61703042282	0
61748001101	1
61748001201	1
61748001206	1
61748001301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
61748001310	1
61748001401	1
61748001409	1
61748001530	1
61748001601	1
61748001801	1
61748001830	1
61748001860	1
61748002416	1
61748002501	1
61748004408	1
61748004416	1
61748004501	1
61748004511	1
61748005416	1
61748020160	1
61748020260	1
61787086604	0
61808012001	1
61808070001	1
61808072005	1
61808082101	1
61953000403	0
61958040101	0
61958050101	0
61958060101	0
61958070101	0
61958080102	0
61958080202	0
61958090101	0
61958100101	0
61958100201	0
62037052001	1
62037052210	1
62037052305	1
62037052401	1
62037052405	1
62037053290	1
62037053390	1
62037053490	1
62037054060	1
62037054160	1
62037054801	1
62037054810	1
62037054901	1
62037055001	1
62037055901	1
62037055905	1
62037056001	1
62037056005	1
62037056010	1
62037056090	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62037056701	1
62037057101	1
62037057110	1
62037057701	1
62037057710	1
62037059705	1
62037059790	1
62037059805	1
62037059890	1
62037059905	1
62037059990	1
62037060005	1
62037060090	1
62037064001	1
62037064010	1
62037064030	1
62037067401	1
62037067410	1
62037067501	1
62037067510	1
62037067601	1
62037067610	1
62037069130	1
62037069190	1
62037069230	1
62037069290	1
62037069330	1
62037069390	1
62037069430	1
62037069490	1
62037069530	1
62037069590	1
62037069605	1
62037069630	1
62037069690	1
62037069705	1
62037069730	1
62037069790	1
62037069805	1
62037069830	1
62037069890	1
62037069905	1
62037069930	1
62037069990	1
62037070005	1
62037070030	1
62037070090	1
62037071001	1
62037071010	1
62037075330	1
62037075530	1
62037075801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62037077760	1
62037079101	1
62037079160	1
62037079260	1
62037079301	1
62037079360	1
62037082675	1
62037083001	1
62037083010	1
62037083101	1
62037083110	1
62037083201	1
62037083210	1
62037083301	1
62037084530	1
62037084601	1
62037084610	1
62037084630	1
62037084730	1
62037084830	1
62037087130	1
62037087201	1
62037087205	1
62037087301	1
62037087305	1
62037095501	1
62037095510	1
62037095601	1
62037095610	1
62037099901	1
62037099905	1
62037099910	1
62175010101	1
62175010201	1
62175010416	1
62175010515	1
62175010601	1
62175010701	1
62175010801	1
62175011432	1
62175011832	1
62175011837	1
62175011841	1
62175011843	1
62175011937	1
62175011943	1
62175012301	1
62175012401	1
62175012837	1
62175012843	1
62175012937	1
62175013632	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62175013637	1
62175013643	1
62175017737	1
62175026037	1
62175026043	1
62175026046	1
62175026055	1
62175026137	1
62175026146	1
62175026155	1
62175026232	1
62175026237	1
62175026246	1
62175027037	1
62175027041	1
62175027137	1
62175027141	1
62175027237	1
62175044215	1
62175044231	1
62175044601	1
62175048537	1
62175048637	1
62175048737	1
62175049070	1
62175071237	1
62175072537	1
62541011006	0
62541012001	0
62541012006	0
62541013001	0
62541013006	0
62541014001	0
62541014006	0
62559110606	1
62559111001	0
62559111007	0
62559550103	1
62559550106	1
62559804106	1
62584013901	1
62584014201	1
62584014301	1
62584014501	1
62584014601	1
62584015501	1
62584021801	1
62584023601	1
62584023701	1
62584025985	1
62584055901	1
62584073401	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62584073801	1
62584074801	1
62584089701	1
62584097401	1
62584097430	1
62584097490	1
62584097501	1
62584097590	1
62584097601	1
62584097630	1
62584097690	1
62584097701	1
62584097790	1
62584098901	1
62584099001	1
62592018864	0
62592049603	0
62756013001	1
62756013101	1
62756013702	1
62756013705	1
62756013802	1
62756013805	1
62756013902	1
62756014201	1
62756014202	1
62756014301	1
62756014513	1
62756014586	1
62756014613	1
62756014686	1
62756014713	1
62756014786	1
62756014813	1
62756014886	1
62756016088	1
62756018101	1
62756018201	1
62756018313	1
62756018318	1
62756018388	1
62756018413	1
62756018418	1
62756018488	1
62756018513	1
62756018518	1
62756018588	1
62756018688	1
62756018788	1
62756020201	1
62756020203	1
62756020401	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62756020403	1
62756024064	1
62756025802	1
62756025902	1
62756026002	1
62756029983	1
62756029988	1
62756034844	1
62756034944	1
62756035040	1
62756035240	1
62756035664	1
62756035666	1
62756040201	1
62756040203	1
62756043283	1
62756043288	1
62756044602	1
62756044605	1
62756045788	1
62756046188	1
62756051713	1
62756051788	1
62756051813	1
62756051818	1
62756051888	1
62756051913	1
62756051988	1
62756052069	1
62756052088	1
62756052169	1
62756052269	1
62756058081	1
62756070713	1
62756070786	1
62756071013	1
62756071086	1
62756071113	1
62756071186	1
62756071213	1
62756071286	1
62756076188	1
62756076288	1
62756076313	1
62756076388	1
62756076488	1
62756079613	1
62756079688	1
62756079713	1
62756079788	1
62756079813	1
62756079888	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62794000101	0
62794000251	0
62794002701	0
62794007201	0
62794014501	1
62794014510	1
62794046001	0
62794046401	0
62794050193	0
62794067093	0
62794075001	0
62794075093	0
62856010101	0
62856010110	0
62856010201	0
62856012501	0
62856012510	0
62856015001	0
62856015010	0
62856018001	0
62856018010	0
62856024330	0
62856024341	0
62856024390	0
62856024511	0
62856024530	0
62856024541	0
62856024590	0
62856024611	0
62856024630	0
62856024641	0
62856024690	0
62856024730	0
62856024790	0
62856025010	0
62856025101	0
62856050010	0
62856058230	0
62856058352	0
62856060001	0
62856060210	0
62856060301	0
62856060422	0
62856068010	0
62856068110	0
62856075001	0
62856075010	0
62856079701	0
62856083130	0
62856083230	0
62942010102	0
62991112403	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
62991117304	0
62991124301	0
62991135402	0
62991141201	0
63004773101	0
63004773401	0
63010001030	0
63010002036	0
63010002118	0
63010002770	0
63020004901	0
63032002100	0
63032002150	0
63032003100	0
63032003150	0
63032005100	0
63032005150	0
63032006100	0
63032006150	0
63032009125	0
63032010100	0
63032010150	0
63032011100	0
63032011150	0
63044019862	1
63044062201	1
63044063119	1
63044063217	1
63044063321	1
63044063510	1
63304009719	1
63304009819	1
63304009919	1
63304013101	1
63304013250	1
63304014801	1
63304014901	1
63304014950	1
63304015901	1
63304015905	1
63304016001	1
63304016005	1
63304016430	1
63304016501	1
63304016505	1
63304016530	1
63304016601	1
63304016605	1
63304020201	1
63304020301	0
63304020518	1
63304023901	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304023930	1
63304024001	1
63304024159	1
63304029601	1
63304029605	1
63304040001	1
63304040101	1
63304040301	1
63304040401	1
63304042501	1
63304042601	1
63304042701	1
63304043501	1
63304043601	1
63304043701	1
63304044501	1
63304044510	1
63304044530	1
63304045830	1
63304045930	1
63304048801	1
63304048901	1
63304049001	1
63304049005	1
63304049601	1
63304049605	1
63304049701	1
63304050401	1
63304050501	1
63304050901	1
63304050920	1
63304051250	1
63304051501	1
63304051504	1
63304051801	1
63304052020	1
63304052101	1
63304052120	1
63304053101	1
63304053201	1
63304053210	1
63304053301	1
63304053310	1
63304053401	1
63304053410	1
63304053501	1
63304053510	1
63304053601	1
63304053605	1
63304053701	1
63304053705	1
63304053801	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304053805	1
63304054990	1
63304055090	1
63304055190	1
63304055201	1
63304055205	1
63304055301	1
63304055305	1
63304055401	1
63304056001	1
63304056005	1
63304056101	1
63304056105	1
63304056201	1
63304056210	1
63304057901	1
63304057910	1
63304058001	1
63304058010	1
63304058101	1
63304058110	1
63304058201	1
63304058250	1
63304059201	1
63304059205	1
63304059301	1
63304059590	1
63304059690	1
63304059790	1
63304059805	1
63304059890	1
63304059901	1
63304061501	1
63304062101	1
63304062110	1
63304062201	1
63304062210	1
63304062301	1
63304062310	1
63304062401	1
63304062410	1
63304062501	1
63304062510	1
63304062601	1
63304062605	1
63304062701	1
63304062705	1
63304062801	1
63304062805	1
63304062901	1
63304063201	1
63304063230	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304063290	1
63304065201	1
63304065205	1
63304065325	1
63304065401	1
63304065405	1
63304065501	1
63304065505	1
63304065601	1
63304065605	1
63304065701	1
63304065705	1
63304065801	1
63304065901	1
63304068790	1
63304069201	1
63304069205	1
63304069301	1
63304069316	1
63304069401	1
63304069501	1
63304069605	1
63304069650	1
63304069701	1
63304069801	1
63304069950	1
63304070801	0
63304070901	1
63304071001	1
63304071101	1
63304071150	1
63304071320	1
63304071550	1
63304071701	1
63304072501	1
63304072560	1
63304072601	1
63304072660	1
63304073701	1
63304073705	1
63304073801	1
63304073901	1
63304073905	1
63304075120	1
63304075160	1
63304075220	1
63304075260	1
63304075420	1
63304076101	1
63304076120	1
63304076220	1
63304076301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304076305	1
63304076320	1
63304076701	1
63304076801	1
63304076802	1
63304076807	1
63304077201	1
63304077205	1
63304077290	1
63304077301	1
63304077305	1
63304077310	1
63304077390	1
63304077401	1
63304077405	1
63304077490	1
63304077510	1
63304077590	1
63304077610	1
63304077690	1
63304077710	1
63304077790	1
63304078910	1
63304078930	1
63304078990	1
63304079010	1
63304079030	1
63304079090	1
63304079110	1
63304079130	1
63304079190	1
63304079210	1
63304079230	1
63304079290	1
63304079310	1
63304079330	1
63304079390	1
63304079401	1
63304079501	1
63304079601	1
63304080330	1
63304080401	1
63304080430	1
63304080512	1
63304080601	1
63304080630	1
63304082104	1
63304082203	1
63304082204	1
63304083401	1
63304083410	1
63304083501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304083510	1
63304083601	1
63304083610	1
63304083701	1
63304083710	1
63304083801	1
63304083805	1
63304083860	1
63304083901	1
63304083930	1
63304084005	1
63304084501	1
63304084505	1
63304084601	1
63304084605	1
63304084610	1
63304085116	1
63304086001	1
63304086005	1
63304090090	1
63304090190	1
63304090430	1
63304090530	1
63304090801	1
63304090901	1
63304091001	1
63304091101	1
63304091401	1
63304091410	1
63304091510	1
63304092060	1
63304095401	1
63304095602	1
63304095801	1
63304095802	1
63304095901	1
63304095902	1
63304096004	1
63304096101	1
63304096103	1
63304096104	1
63304096304	1
63304096403	1
63304096404	1
63304096603	1
63304096604	1
63304096901	1
63304096903	1
63304096904	1
63304097001	1
63304097003	1
63304097004	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63304097304	1
63304097401	1
63304097404	1
63304097505	1
63304097605	1
63304097701	1
63304097703	1
63304097704	1
63304097901	1
63304097903	1
63304097904	1
63304099201	1
63304099401	1
63323001002	1
63323001020	1
63323001201	1
63323001302	1
63323002510	1
63323004401	1
63323004710	1
63323006402	1
63323008861	1
63323010351	1
63323010365	1
63323010510	1
63323011710	1
63323011720	1
63323011751	1
63323011761	1
63323012102	1
63323012302	1
63323012310	1
63323012930	1
63323013011	1
63323013210	1
63323013215	1
63323013610	1
63323014210	1
63323015125	1
63323016202	1
63323016501	1
63323016505	1
63323016530	1
63323016610	1
63323016721	1
63323018001	1
63323018410	1
63323018505	1
63323018510	1
63323018520	1
63323018600	1
63323018610	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63323019606	1
63323020102	1
63323020110	1
63323020202	1
63323020805	1
63323022110	1
63323023401	1
63323023710	1
63323023861	1
63323024930	0
63323025503	1
63323025803	1
63323026110	1
63323026201	1
63323026530	0
63323026920	0
63323027205	1
63323027301	1
63323027602	1
63323027810	0
63323028202	1
63323028260	1
63323028420	1
63323029030	0
63323029561	1
63323030602	1
63323030630	1
63323031110	1
63323031461	1
63323034020	1
63323034050	1
63323034220	1
63323034720	1
63323034861	1
63323036501	1
63323036820	1
63323036920	1
63323037420	1
63323037601	1
63323038510	0
63323039810	1
63323039923	1
63323040120	1
63323046550	0
63323046630	1
63323046810	0
63323046901	1
63323046905	1
63323047101	1
63323047105	1
63323047401	1
63323047410	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63323047930	0
63323048520	0
63323048550	0
63323048620	0
63323049202	0
63323049289	0
63323049697	0
63323050601	1
63323051302	1
63323051610	1
63323054001	1
63323054011	1
63323054031	1
63323054201	1
63323054207	1
63323054411	1
63323054501	1
63323054505	1
63323061720	1
63323061750	1
63323066401	1
63323073101	1
63323073310	1
63323073311	1
63323073510	1
63323073804	1
63323073912	1
63323076305	1
63323076316	1
63323087715	0
63323088310	1
63323088330	1
63323091501	1
63323096510	1
63370002025	0
63370012215	0
63370019935	0
63370020050	0
63370097025	0
63395010105	0
63395020113	0
63402019010	0
63402019030	0
63402019109	0
63402019110	0
63402019309	0
63402019310	0
63402051001	0
63402051124	0
63402051224	0
63402051324	0
63402070101	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63402071101	0
63402071201	0
63402091130	0
63402091164	0
63459010101	0
63459020101	0
63459020560	0
63459021560	0
63459022560	0
63459039120	0
63459040201	0
63459040230	0
63459040401	0
63459040430	0
63459041201	0
63459041230	0
63459041601	0
63459041630	0
63459050230	0
63459050430	0
63459051230	0
63459054128	0
63459054228	0
63459054328	0
63459054428	0
63459054628	0
63459054828	0
63459070060	0
63459070160	0
63481002509	0
63481007270	0
63481007370	0
63481007670	0
63481012170	0
63481052270	0
63481055370	0
63481057170	0
63481061270	0
63481061275	0
63481061370	0
63481061770	0
63481061775	0
63481062170	0
63481062270	0
63481062370	0
63481062375	0
63481062385	0
63481062770	0
63481062870	0
63481062970	0
63481066870	0
63481066970	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63481067470	0
63481068403	0
63481068405	0
63481068447	0
63481068706	0
63481069370	0
63481069870	0
63481090770	0
63481090775	0
63629123609	1
63629125605	0
63629126301	1
63629145604	0
63629270301	1
63653117101	0
63653117103	0
63653117105	0
63653117106	0
63653133202	0
63672004503	1
63672110002	1
63672300501	1
63672300502	1
63672301001	1
63672301002	1
63713001974	1
63717003610	0
63717003704	0
63717010001	0
63717051301	1
63717055316	0
63717055416	0
63717089516	0
63717090001	0
63717091002	1
63717091508	0
63739000410	1
63739001010	1
63739001110	1
63739002101	1
63739002701	1
63739003110	1
63739004610	1
63739004710	1
63739004810	1
63739005910	1
63739008010	1
63739011001	1
63739011010	1
63739011101	1
63739011110	1
63739011201	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63739012610	1
63739012810	1
63739012815	1
63739013003	1
63739013010	1
63739015401	1
63739017315	1
63739017510	1
63739017610	1
63739021510	1
63739022810	1
63739024615	1
63739025110	1
63739026110	1
63739026310	1
63739026410	1
63739026601	1
63739026610	1
63739028310	1
63739028331	1
63739028431	1
63739028510	1
63739028515	1
63739028531	1
63739028610	1
63739029510	1
63739032510	1
63739033110	1
63739035015	1
63739035510	1
63739035610	1
63739035810	1
63739037410	1
63739037510	1
63739038410	1
63739038710	1
63739039110	1
63739043710	1
63739043810	1
63739044510	1
63739044610	1
63739044710	1
63801010701	0
63801010709	0
63807010001	1
63807010005	1
63807010010	1
63807010011	1
63807010050	1
63807010051	1
63807010075	1
63807010092	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
63807010512	1
63807011012	1
63807050051	1
63807060051	1
63807060055	1
63807060512	1
63833061702	0
63833082502	0
63857011133	0
63857032206	0
63857032211	0
63857032306	0
63857032311	0
63857032411	0
63857032506	0
63857032511	0
63857032611	0
63857033210	0
63857037711	0
63857041011	0
63857041211	0
63874020801	1
63874023001	1
63874023050	1
63874030974	1
63874037201	1
64011000108	0
64011000908	0
64011001004	0
64011001419	0
64011001919	0
64011002419	0
64011012408	0
64011016226	0
64011016426	0
64011016534	0
64011016636	0
64011019519	0
64011019726	0
64011019826	0
64011020019	0
64011020734	0
64011021541	0
64011021819	0
64019053825	1
64019055367	1
64029314101	0
64054091002	1
64054300306	1
64116001112	0
64125010101	1
64125010102	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64125010401	1
64125010410	1
64125011601	1
64125011610	1
64125011701	1
64125011710	1
64125011801	1
64125011805	1
64125012701	1
64125012710	1
64125012810	1
64125013001	1
64125013010	1
64125013101	1
64125013110	1
64125013201	1
64125013210	1
64125090101	1
64125090110	1
64125090201	1
64125090210	1
64125090301	1
64125090401	1
64125090405	1
64125090410	1
64125090501	1
64125090505	1
64125090510	1
64125090601	1
64125090605	1
64125090610	1
64125091501	1
64125091510	1
64253011130	1
64253011135	1
64253022235	1
64253033321	1
64253033323	1
64253033335	1
64365050503	0
64365050603	0
64376011901	1
64376011910	1
64376012001	1
64376012010	1
64376012101	1
64376012110	1
64376012201	1
64376013612	1
64376013661	1
64376013690	1
64376013712	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64376013790	1
64376013805	1
64376013812	1
64376013861	1
64376013890	1
64376043516	1
64376043540	1
64376043814	1
64376043815	1
64376054301	1
64376054331	1
64376054401	1
64376054431	1
64376060301	1
64376060406	1
64376060461	1
64376060501	1
64376061101	1
64376061131	1
64376061216	1
64376065001	1
64376065031	1
64376070616	1
64376071116	1
64376071216	1
64376072316	1
64376072630	1
64376072716	1
64376072740	1
64376072830	1
64376072916	1
64376072940	1
64376073816	1
64376080201	1
64376080506	1
64376080801	1
64376080805	1
64376080810	1
64376081101	1
64376081110	1
64376081201	1
64376081801	1
64455006301	0
64455006401	0
64455006410	0
64455006501	0
64455013101	0
64455014030	0
64455014090	0
64455014110	0
64455014130	0
64455014190	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64455014210	0
64455014230	0
64455014290	0
64455014310	0
64455014330	0
64455014390	0
64455014601	0
64455019201	0
64455073030	0
64455073090	0
64455073130	0
64455077147	0
64455077155	0
64455077247	0
64455079247	0
64455079530	0
64455079542	0
64455079549	0
64455079630	0
64455079642	0
64455079649	0
64455079650	0
64455079730	0
64455079742	0
64455079749	0
64455079830	0
64455079842	0
64455079942	0
64455099394	0
64455099442	0
64455099445	0
64543002590	0
64543008501	1
64543009190	0
64543009690	0
64543011101	1
64543011201	1
64543011401	1
64543011890	0
64543040090	1
64679015402	1
64679015403	1
64679015502	1
64679015503	1
64679017102	1
64679017103	1
64679017202	1
64679017203	1
64679017402	1
64679017502	1
64679017702	1
64679020901	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64679020902	1
64679042101	1
64679042201	1
64679042202	1
64679042301	1
64679042302	1
64679051602	1
64679051603	1
64679052804	1
64679052904	1
64679053004	1
64679053005	1
64679055302	1
64679055304	1
64679055402	1
64679055404	1
64679055502	1
64679055504	1
64679055702	1
64679055704	1
64679057104	1
64679057204	1
64679066103	1
64679069401	1
64679070102	1
64679070301	1
64679071203	1
64679071301	1
64679071303	1
64679071401	1
64679071404	1
64679071501	1
64679071504	1
64679072001	1
64679072002	1
64679072401	1
64679072402	1
64679072403	1
64679072501	1
64679072502	1
64679072503	1
64679072601	1
64679072701	1
64679073402	1
64679073403	1
64679073502	1
64679073503	1
64679073508	1
64679073602	1
64679073603	1
64679073702	1
64679074301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64679074303	1
64679075301	1
64679075801	1
64679075802	1
64679075804	1
64679075805	1
64679075806	1
64679090201	1
64679090202	1
64679090301	1
64679090302	1
64679090401	1
64679090402	1
64679090501	1
64679090601	1
64679090603	1
64679090606	1
64679090701	1
64679090702	1
64679090704	1
64679092101	1
64679092102	1
64679092201	1
64679092202	1
64679092302	1
64679092303	1
64679092305	1
64679092402	1
64679092403	1
64679092404	1
64679092502	1
64679092503	1
64679092602	1
64679092603	1
64679092701	1
64679092705	1
64679092801	1
64679092806	1
64679092901	1
64679092906	1
64679093601	1
64679093602	1
64679093603	1
64679093701	1
64679093702	1
64679093703	1
64679094101	1
64679094106	1
64679094201	1
64679094202	1
64679094205	1
64679094501	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64679094601	1
64679094901	1
64679095301	1
64679095305	1
64679095401	1
64679096101	1
64679096104	1
64679096105	1
64679096201	1
64679096401	1
64679096403	1
64679096405	1
64679096501	1
64679096601	1
64679096701	1
64679096801	1
64679097111	1
64679097401	1
64679098301	1
64679098302	1
64679099001	1
64682000901	0
64682020015	0
64720010310	1
64720010311	1
64720010350	1
64720010615	1
64720010650	1
64720012310	1
64720012410	1
64720012510	1
64720012511	1
64720012810	1
64720013010	1
64720013210	1
64720013510	1
64720013610	1
64720013811	1
64720013815	1
64720013850	1
64720013910	1
64720014310	1
64720014410	1
64720014411	1
64720014510	1
64720015806	1
64720015906	1
64720017003	1
64720017010	1
64720017103	1
64720017110	1
64720017203	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64720017210	1
64720017710	1
64720018310	1
64720019898	1
64720020110	1
64720020210	1
64720020310	1
64720020410	1
64720020510	1
64720020610	1
64720020710	1
64720020810	1
64720022410	1
64720022510	1
64720022610	1
64720030411	1
64720030510	1
64720030550	1
64720032110	1
64720032210	1
64720032310	1
64727329801	0
64727329802	0
64727329901	1
64727330001	1
64727330002	1
64727330801	1
64727707302	1
64727708001	1
64764004611	0
64764004613	0
64764004619	0
64764008060	0
64764015104	0
64764015105	0
64764015106	0
64764015518	0
64764015560	0
64764015818	0
64764015860	0
64764017130	0
64764017530	0
64764017590	0
64764024010	0
64764024060	0
64764030114	0
64764030115	0
64764030116	0
64764030230	0
64764030430	0
64764031030	0
64764045124	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64764045125	0
64764045126	0
64764051030	0
64764054130	0
64764054311	0
64764054411	0
64764067730	0
64764070201	0
64764080510	0
64764080530	0
64764090530	0
64764091530	0
64764091590	0
64764091830	0
64854001601	0
64854002901	0
64854003101	0
64980010201	1
64980010401	1
64980010503	1
64980011101	1
64980011110	1
64980011201	1
64980011210	1
64980011301	1
64980011310	1
64980011901	1
64980012301	1
64980012310	1
64980012709	1
64980012809	1
64980013009	1
64980013101	1
64980013201	1
64980013301	1
64980013310	1
64980013401	1
64980013410	1
64980013501	1
64980013510	1
64980013701	1
64980013801	1
64980013901	1
64980014006	1
64980014106	1
64980014206	1
64980014306	1
64980014401	1
64980014901	1
64980015101	1
64980015401	1
64980015405	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
64980015501	1
64980015701	1
64980015801	1
64980015901	1
64980030130	1
64980030230	1
64980030550	1
64980030650	1
64980030760	1
64980030912	1
64980030924	1
64980031036	1
64980031048	1
64980031914	1
64980031920	1
64980032005	1
64980050312	1
64980050448	1
64980050625	1
65084037014	1
65084037018	1
65084037032	1
65084037034	1
65084037214	1
65084037218	1
65084037220	1
65084037232	1
65084040714	1
65084040718	1
65084040732	1
65084040814	1
65084040818	1
65084041020	1
65084041218	1
65084041413	1
65084041442	1
65084041718	1
65084041736	1
65084044114	1
65084044118	1
65084044120	1
65084044136	1
65084044214	1
65084044218	1
65084044220	1
65084044236	1
65084044318	1
65162000650	1
65162000709	1
65162000750	1
65162000809	1
65162000850	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65162003350	1
65162005210	1
65162005250	1
65162005310	1
65162005350	1
65162005403	1
65162005410	1
65162005450	1
65162007710	1
65162007810	1
65162007850	1
65162010250	1
65162010615	1
65162010910	1
65162011110	1
65162011810	1
65162012710	1
65162012711	1
65162012750	1
65162013811	1
65162013815	1
65162014510	1
65162017410	1
65162017411	1
65162017450	1
65162017510	1
65162017511	1
65162017550	1
65162017710	1
65162017711	1
65162017750	1
65162020310	1
65162020350	1
65162020410	1
65162021210	1
65162021211	1
65162021250	1
65162022710	1
65162022711	1
65162036110	1
65162036111	1
65162046310	1
65162046510	1
65162051110	1
65162051150	1
65162051210	1
65162051211	1
65162051250	1
65162051310	1
65162051311	1
65162051350	1
65162051410	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65162051510	1
65162051710	1
65162052010	1
65162053610	1
65162053650	1
65162053710	1
65162054110	1
65162054111	1
65162054150	1
65162054410	1
65162054450	1
65162054510	1
65162054511	1
65162054650	1
65162055410	1
65162055548	1
65162056810	1
65162056850	1
65162056910	1
65162056950	1
65162057050	1
65162057110	1
65162057210	1
65162057310	1
65162057410	1
65162058810	1
65162058910	1
65162061710	1
65162061711	1
65162061750	1
65162062710	1
65162062711	1
65162062750	1
65162064110	1
65162064210	1
65162064310	1
65162065990	1
65162066286	1
65162066290	1
65162066386	1
65162066490	1
65162066788	1
65162066790	1
65162066810	1
65162066850	1
65162066910	1
65162067010	1
65162068784	1
65162071110	1
65162071310	1
65162072510	1
65162072710	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65162075110	1
65162075210	1
65162075250	1
65162075310	1
65162075350	1
65162075410	1
65162075450	1
65162075690	1
65162080906	1
65162081006	1
65162081206	1
65162081306	1
65197000101	0
65197000201	0
65197000301	0
65224005601	0
65224080022	0
65243003945	1
65243016003	0
65243017609	1
65243026503	1
65243028709	1
65243031045	1
65243033136	1
65243033209	1
65243033502	0
65243033504	0
65243034009	1
65243034509	1
65243034709	1
65243035609	0
65243035909	1
65243037809	1
65243037909	1
65243037918	1
65243038209	1
65243038309	1
65271000125	1
65271000160	1
65473070601	0
65483009306	0
65483039110	0
65483039210	0
65483049514	0
65483059010	0
65483070210	0
65483089403	0
65483089503	0
65483099110	0
65483099310	0
65580025101	1
65580030103	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65580030109	0
65580030203	0
65580030209	0
65580030303	0
65580030309	0
65580030403	0
65580030409	0
65580064371	1
65580064471	1
65580064571	1
65597010130	0
65597010310	0
65597010330	0
65597010390	0
65597010410	0
65597010430	0
65597010490	0
65597010530	0
65597010590	0
65597010630	0
65597010690	0
65597010710	0
65597010730	0
65597010790	0
65597011010	0
65597011030	0
65597011090	0
65597011110	0
65597011130	0
65597011190	0
65597011210	0
65597011230	0
65597011290	0
65597011310	0
65597011330	0
65597011390	0
65597011430	0
65597011490	0
65597011530	0
65597011590	0
65597011630	0
65597011690	0
65597011730	0
65597011790	0
65597011830	0
65597011890	0
65597070118	0
65597090230	0
65628001001	0
65628002001	0
65628002101	0
65628005001	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65628005101	0
65628006001	0
65628006101	0
65628006201	0
65628006301	0
65628006401	0
65649010102	0
65649010150	0
65649010302	0
65649020175	0
65649021124	0
65649023141	0
65649024141	0
65649030103	0
65649030105	0
65649030141	0
65649030302	0
65649030303	0
65649031112	0
65649040130	0
65649041112	0
65649041124	0
65649043102	0
65649043202	0
65649050130	0
65649051112	0
65649060104	0
65649060141	0
65649070141	0
65726014415	0
65726023510	0
65726023610	0
65726025010	0
65726025025	0
65726025110	0
65726025125	0
65726026115	0
65726026215	0
65726026315	0
65726026525	0
65726026625	0
65726040310	0
65726042515	0
65726042527	0
65757030001	0
65862000330	1
65862000390	1
65862000501	1
65862000505	1
65862000601	1
65862000605	1
65862000610	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65862000701	1
65862000705	1
65862000801	1
65862000805	1
65862000901	1
65862000905	1
65862001001	1
65862001005	1
65862001105	1
65862001205	1
65862001230	1
65862001290	1
65862001301	1
65862001305	1
65862001330	1
65862001401	1
65862001405	1
65862001501	1
65862001505	1
65862001601	1
65862001605	1
65862001701	1
65862001705	1
65862001801	1
65862001805	1
65862001840	1
65862001901	1
65862001905	1
65862002106	1
65862002206	1
65862002306	1
65862002460	1
65862002801	1
65862003001	1
65862003099	1
65862003130	1
65862003190	1
65862003230	1
65862003290	1
65862003420	1
65862003460	1
65862003520	1
65862003560	1
65862003701	1
65862003705	1
65862003801	1
65862003805	1
65862003901	1
65862003905	1
65862004001	1
65862004005	1
65862004101	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65862004201	1
65862004205	1
65862004301	1
65862004305	1
65862004401	1
65862004405	1
65862004501	1
65862004505	1
65862004824	1
65862005030	1
65862005090	1
65862005130	1
65862005190	1
65862005199	1
65862005226	1
65862005230	1
65862005290	1
65862005299	1
65862005322	1
65862005330	1
65862005390	1
65862005399	1
65862005430	1
65862005439	1
65862005490	1
65862005499	1
65862006201	1
65862006299	1
65862006301	1
65862006399	1
65862006401	1
65862006499	1
65862006801	1
65862006901	1
65862006950	1
65862007001	1
65862007075	1
65862007101	1
65862007150	1
65862007175	1
65862007424	1
65862007601	1
65862007701	1
65862007850	1
65862007930	1
65862008001	1
65862008101	1
65862008105	1
65862008201	1
65862008205	1
65862008501	1
65862008550	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65862008601	1
65862008701	1
65862009520	1
65862009620	1
65862009701	1
65862009801	1
65862009901	1
65862009975	1
65862010001	1
65862010075	1
65862010105	1
65862010190	1
65862010205	1
65862010290	1
65862010299	1
65862010305	1
65862010390	1
65862010399	1
65862010701	1
65862011260	1
65862011301	1
65862011601	1
65862011701	1
65862011801	1
65862011905	1
65862011960	1
65862012005	1
65862012060	1
65862012105	1
65862012160	1
65862012260	1
65862012360	1
65862012460	1
65862012701	1
65862012801	1
65862013301	1
65862013399	1
65862013401	1
65862013499	1
65862014001	1
65862014050	1
65862014101	1
65862014150	1
65862014201	1
65862014301	1
65862014305	1
65862014401	1
65862014405	1
65862014501	1
65862014736	1
65862014901	1
65862014930	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65862014990	1
65862015430	1
65862015505	1
65862015530	1
65862015599	1
65862015630	1
65862015699	1
65862015730	1
65862015799	1
65862015801	1
65862015901	1
65862015905	1
65862016001	1
65862016005	1
65862016190	1
65862016290	1
65862016390	1
65862016401	1
65862016601	1
65862016899	1
65862016901	1
65862016999	1
65862017001	1
65862017099	1
65862017160	1
65862017260	1
65862017501	1
65862017601	1
65862017605	1
65862017699	1
65862017760	1
65862018501	1
65862018601	1
65862018730	1
65862018805	1
65862018830	1
65862019001	1
65862019101	1
65862019105	1
65862019199	1
65862019201	1
65862019205	1
65862019299	1
65862019301	1
65862019399	1
65862019401	1
65862019801	1
65862019805	1
65862019899	1
65862019901	1
65862019999	1
65862020001	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
65862020230	1
65862020330	1
65862021150	1
65862021401	1
65862021501	1
65862021801	1
65862021860	1
65862021901	1
65862021960	1
65862022901	1
65862024508	1
65862024608	1
65862024708	1
65862025047	1
65862028601	1
65862028701	1
65862028801	1
65862030801	1
65862030901	1
65862031030	1
65862031130	1
65862031230	1
65862031330	1
65862032730	1
65862032804	1
65862032904	1
65862044830	1
65862044930	1
65880020008	1
65880040045	0
65880050302	0
65976010001	0
66105098803	0
66116066221	1
66213042110	0
66213042150	0
66213042304	0
66213042316	0
66213042510	0
66213042511	0
66213054060	0
66213054160	0
66215010106	0
66215010206	0
66215020190	0
66215030200	0
66215030300	0
66220071930	0
66220072930	0
66239015716	1
66267005820	0
66267006802	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66267021990	1
66267022020	1
66267062800	0
66267097235	1
66302010101	0
66302010201	0
66302010501	0
66302011001	0
66302020601	0
66302020602	0
66302046760	0
66336009421	1
66336046328	1
66336055610	1
66336059014	1
66378050020	0
66424004301	1
66424004501	1
66424004510	1
66424052035	1
66424052601	1
66435010118	1
66435010156	1
66435010170	1
66435010184	1
66435010216	1
66435010456	1
66435010599	1
66435010656	1
66435010699	1
66435010799	1
66435020115	0
66435020195	0
66435020196	0
66435020199	0
66479002182	0
66479002282	0
66479002356	0
66479030110	1
66479051010	0
66479051210	0
66479051310	0
66479051410	0
66479051510	0
66479051550	0
66479053002	1
66479054010	0
66479054210	0
66479054310	0
66479056003	0
66479056012	0
66479056024	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66479057416	0
66479058010	0
66479058110	0
66479058210	0
66479058350	0
66479058403	0
66479059210	0
66479065001	0
66479065030	0
66479083090	0
66479084801	0
66479085530	0
66479086130	0
66479086530	0
66479087030	0
66479088030	0
66479088530	0
66479089030	0
66490065020	0
66490069010	0
66490069050	0
66490069110	0
66490069111	0
66490069181	0
66530024120	1
66530024145	1
66530024245	1
66530024415	1
66530024545	1
66530024760	1
66530024940	1
66530041140	1
66530041160	1
66582031101	0
66582031128	0
66582031131	0
66582031154	0
66582031182	0
66582031228	0
66582031231	0
66582031254	0
66582031282	0
66582031287	0
66582031331	0
66582031352	0
66582031354	0
66582031374	0
66582031386	0
66582031531	0
66582031554	0
66582031566	0
66582031574	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66582041428	0
66582041429	0
66582041431	0
66582041454	0
66582041474	0
66582041476	0
66591063141	0
66593312501	0
66593312502	0
66593312601	0
66593312602	0
66607100206	0
66607100506	0
66621100206	0
66658023428	0
66663010201	0
66663010304	0
66663021901	0
66663033330	0
66663033390	0
66663035705	0
66663066801	0
66663070201	1
66685030100	1
66685030102	1
66685030200	1
66685030202	1
66685030300	1
66685030302	1
66685030400	1
66685030402	1
66685042100	1
66685042200	1
66685042201	1
66685042203	1
66685070101	1
66685070102	1
66685070201	1
66685070202	1
66685070301	1
66685070302	1
66685070401	1
66685070402	1
66685070403	1
66685070501	1
66685070601	1
66685070603	1
66685100100	1
66685100101	1
66685100200	1
66685100202	1
66685101100	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66685101101	1
66685101102	1
66685101200	1
66685101201	1
66685101202	1
66685170301	1
66685590503	1
66689002401	1
66689002416	1
66689003701	1
66689079001	0
66689079050	0
66689081010	1
66733094823	0
66733095823	0
66758001501	1
66758003501	1
66758003601	1
66758004001	1
66758004002	1
66758004008	1
66758004301	1
66758004302	1
66758004401	1
66758004502	1
66758004601	0
66758004702	1
66758004703	1
66758004801	1
66758004802	1
66758005302	1
66780011001	0
66780011502	0
66780012102	0
66780021007	0
66780021008	0
66780021201	0
66794000125	1
66794000160	1
66794000225	1
66814062180	1
66860000203	1
66860007302	1
66860008206	1
66860008603	1
66860008706	1
66860008801	1
66860061370	1
66860061565	1
66869012210	0
66869013720	0
66869013730	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66869014720	0
66869014730	0
66869072330	0
66869082010	0
66870040701	1
66870040801	1
66870042201	1
66887000105	0
66887000301	0
66977010003	0
66977010106	0
66977022212	0
66992016050	1
66992016550	0
66992018502	0
66992022004	0
66992023004	0
66992023560	0
66992034010	1
66992045014	0
66993000860	1
66993000960	1
66993010602	1
66993010702	1
66993010704	1
66993010902	1
66993010904	1
66993010990	1
66993016030	1
66993016130	1
66993016202	1
66993016302	1
66993016402	1
66993017520	1
66993019020	1
66993022057	1
66993023057	1
66993040502	1
66993040602	1
66993041230	1
66993041330	1
66993042505	1
66993052502	1
66993053402	1
66993053757	1
66993055057	1
66993055202	0
66993061128	1
66993061528	1
66993070930	1
66993071130	1
66993071230	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
66993071502	1
66993071504	1
66993071602	1
66993071604	1
66993081002	1
66993083002	1
66993084002	1
66993084021	1
66993084225	1
66993087002	1
66993087555	1
66993087915	1
66993087931	1
66993087985	1
66993088015	1
66993088061	1
66993088771	1
66993088849	1
66993088865	1
66993090206	1
66993090212	1
66993090445	1
66993090530	1
66993090560	1
66993090606	1
66993090612	1
66993090706	1
66993090712	1
66993090806	1
66993090812	1
66993091306	1
66993091398	0
66993091406	1
66993091561	1
66993091630	1
66993091730	1
66993091830	1
66993092102	1
66993092398	1
66993092498	1
66993092545	1
66993092606	1
66993092706	1
66993092898	1
66993092998	1
66993093570	1
66993095077	1
67108356509	0
67157010350	1
67159011203	0
67159011403	0
67181021690	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67211034208	0
67211034253	0
67253000301	1
67253000305	1
67253000760	1
67253000841	1
67253000846	1
67253000941	1
67253000946	1
67253010010	1
67253010110	1
67253010710	1
67253010810	1
67253014010	1
67253014050	1
67253014110	1
67253014150	1
67253014215	1
67253014308	1
67253014310	1
67253014315	1
67253014510	1
67253018010	1
67253018050	1
67253018110	1
67253018150	1
67253018210	1
67253018310	1
67253018320	1
67253019103	1
67253019110	1
67253020010	1
67253020011	1
67253020110	1
67253020150	1
67253020210	1
67253020220	1
67253020310	1
67253020320	1
67253026310	1
67253026311	1
67253026410	1
67253026411	1
67253026510	1
67253032010	1
67253032036	1
67253036021	1
67253038010	1
67253038110	1
67253038210	1
67253038310	1
67253038610	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67253041722	1
67253042010	1
67253042011	1
67253042110	1
67253042111	1
67253042210	1
67253042211	1
67253046010	1
67253046110	1
67253046111	1
67253046150	1
67253046210	1
67253046211	1
67253046250	1
67253054010	1
67253054011	1
67253054110	1
67253054111	1
67253054210	1
67253054250	1
67253058043	0
67253058044	0
67253058045	0
67253058046	0
67253062010	1
67253062110	1
67253062111	1
67253062210	1
67253062250	1
67253066010	1
67253067210	1
67253067211	1
67253067310	1
67253067311	1
67253067410	1
67253067411	1
67253070006	1
67253078102	1
67253082010	1
67253082011	1
67253082110	1
67253082111	1
67253090010	1
67253090011	1
67253090050	1
67253090110	1
67253090111	1
67253090150	1
67253090210	1
67253090211	1
67253090250	1
67253090310	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67253090350	1
67253095010	1
67253095110	1
67253098111	1
67263031030	0
67263059201	0
67286081303	0
67286081304	0
67286081403	0
67286081404	0
67286081504	0
67286890101	0
67308010106	0
67336018716	0
67386010201	0
67386011101	0
67386020111	0
67386021165	0
67386030101	0
67386030201	0
67386030205	0
67386030301	0
67386042101	0
67386042201	0
67386060101	0
67386070154	0
67386080202	0
67386080302	0
67386091151	0
67402002006	0
67402002045	0
67402002106	0
67402002123	0
67402002145	0
67402002330	0
67402002717	0
67402002923	0
67402005060	0
67402005062	0
67402005070	0
67404010005	0
67405010015	1
67405010045	1
67405011045	1
67405027530	1
67405027560	1
67405030015	1
67405030045	1
67405042505	1
67405042508	1
67405043005	1
67405043008	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67405045066	1
67405054303	1
67405054310	1
67405057510	1
67405057550	1
67405057596	1
67405057710	1
67405057750	1
67405067110	1
67405067150	1
67405067196	1
67425000312	0
67425000350	0
67425000412	0
67425000450	0
67425000750	0
67425000775	0
67457011850	1
67457012410	1
67457014630	1
67457017750	0
67467064302	1
67467084303	0
67467084304	0
67544000253	1
67544000290	1
67544000930	0
67544001015	0
67544001020	0
67544001030	0
67544001915	1
67544001930	1
67544002153	1
67544002170	1
67544002315	1
67544002345	1
67544002353	1
67544002357	1
67544002360	1
67544002370	1
67544002375	1
67544002390	1
67544002480	1
67544002490	1
67544002575	1
67544002590	1
67544003630	0
67544003653	0
67544003830	1
67544003853	1
67544003860	1
67544004530	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544005220	0
67544005230	0
67544005245	0
67544005257	0
67544005260	0
67544005265	0
67544005278	0
67544006015	0
67544006030	0
67544006045	0
67544006160	0
67544007830	1
67544007860	1
67544008330	1
67544008360	1
67544008430	1
67544008460	1
67544008480	1
67544008530	1
67544008560	1
67544008730	1
67544008745	1
67544008760	1
67544008780	1
67544009030	0
67544009060	0
67544009130	0
67544009160	0
67544009760	1
67544009780	1
67544009794	1
67544010060	1
67544010245	1
67544010560	1
67544010592	1
67544011445	0
67544011660	1
67544012253	1
67544012845	1
67544012860	1
67544013445	1
67544013460	1
67544014530	0
67544014560	0
67544014845	1
67544014860	1
67544015153	1
67544015170	1
67544015460	1
67544015480	1
67544015494	1
67544015530	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544015553	0
67544015660	1
67544015945	1
67544015960	1
67544016130	1
67544016145	1
67544016160	1
67544016180	1
67544016380	1
67544018030	1
67544018053	1
67544018060	1
67544018092	1
67544018260	1
67544018280	1
67544018560	0
67544019360	1
67544019615	0
67544019630	0
67544019682	0
67544020430	0
67544020630	1
67544020660	1
67544021860	1
67544022030	1
67544022045	1
67544022053	1
67544022060	1
67544022080	1
67544022430	1
67544022445	1
67544022499	1
67544022560	1
67544022860	1
67544022892	1
67544022960	1
67544022992	1
67544022994	1
67544023630	1
67544023660	1
67544023760	1
67544024430	1
67544024453	1
67544024460	1
67544025060	1
67544025130	1
67544025160	1
67544028130	0
67544028199	0
67544028282	0
67544028753	1
67544028915	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544028930	1
67544028960	1
67544029760	1
67544030115	1
67544030145	1
67544030175	1
67544030260	1
67544030280	1
67544030353	1
67544030360	1
67544030645	1
67544031815	1
67544031830	1
67544031835	1
67544031840	1
67544031845	1
67544031850	1
67544031853	1
67544031860	1
67544032245	1
67544033060	1
67544033260	1
67544034615	1
67544034630	1
67544034645	1
67544034660	1
67544034960	1
67544035353	1
67544035360	1
67544035380	1
67544035392	1
67544035460	1
67544035480	1
67544035492	1
67544035602	0
67544035604	0
67544036915	1
67544036930	1
67544036945	1
67544036953	1
67544036960	1
67544037160	1
67544037330	1
67544038780	1
67544039960	1
67544040153	0
67544040330	0
67544040430	0
67544040560	1
67544040860	1
67544041860	1
67544041970	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544045653	1
67544046482	1
67544047553	1
67544047580	1
67544050702	0
67544050703	0
67544050704	0
67544050706	0
67544050712	0
67544051030	1
67544051053	1
67544051060	1
67544051080	1
67544051170	1
67544051202	0
67544051206	0
67544054989	0
67544056230	1
67544056253	1
67544056260	1
67544056270	1
67544056280	1
67544056330	1
67544056360	1
67544056430	1
67544056460	1
67544056760	1
67544056780	1
67544056960	1
67544056980	1
67544057030	1
67544058130	1
67544058160	1
67544062760	1
67544062780	1
67544065353	1
67544065360	1
67544065370	1
67544065380	1
67544065392	1
67544065394	1
67544066253	1
67544066260	1
67544067053	1
67544067060	1
67544067070	1
67544067080	1
67544067160	1
67544067280	1
67544070445	0
67544074753	1
67544075160	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544075180	1
67544080930	1
67544080960	1
67544084053	1
67544084080	1
67544084830	1
67544084853	1
67544084860	1
67544084870	1
67544085715	1
67544085745	1
67544087015	1
67544087030	1
67544087045	1
67544087053	1
67544087060	1
67544087930	1
67544087970	1
67544088360	0
67544088460	0
67544088560	0
67544088660	0
67544088760	0
67544088860	0
67544088960	0
67544089060	0
67544089160	0
67544089953	1
67544090615	1
67544090630	1
67544090645	1
67544090660	1
67544090673	1
67544090815	1
67544090845	1
67544090880	1
67544091130	1
67544091145	1
67544091153	1
67544091160	1
67544091170	1
67544091173	1
67544091180	1
67544091192	1
67544091198	1
67544091830	0
67544091860	0
67544098180	1
67544098860	1
67544098880	1
67544098960	1
67544099330	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67544099610	1
67544099630	1
67544103398	0
67544103581	1
67544115660	1
67544115792	0
67544118760	1
67544125615	1
67544132515	0
67544132545	0
67544134860	1
67546011111	0
67546011112	0
67546011132	0
67546021221	0
67555013530	0
67555013590	0
67555014560	0
67555015610	0
67707004330	0
67707013030	0
67707013099	0
67707032005	0
67707032007	0
67767010901	1
67767011215	1
67767011216	1
67767011217	1
67767011760	1
67767012018	1
67767012118	1
67767012218	1
67767012318	1
67767013305	1
67767013325	1
67767013360	1
67767013560	1
67767013701	1
67767013801	1
67767013911	1
67767014130	1
67767014190	1
67767014205	1
67767014230	1
67767014290	1
67767015101	1
67767015105	1
67767015301	1
67767017160	1
67781025101	0
67781025105	0
67781025201	0

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
67817006712	1
67857070001	0
67857070101	0
67857070201	0
67857070501	0
67857070505	0
67857080090	0
67857080330	0
67871773305	0
67877010501	1
67877010505	1
67877010601	1
67877010605	1
67877011901	1
67877011905	1
67877012005	1
67877012101	1
67877012105	1
67877012191	1
67877012201	1
67877012210	1
67877012305	1
67877012310	1
67877012405	1
67877012420	1
67877012425	1
67877012440	1
67877012450	1
67877012485	1
67877012905	1
67877013005	1
67877013105	1
67877013901	1
67877014001	1
67877014601	1
67877014605	1
67877014701	1
67877014705	1
67877016930	1
67877017030	1
67877017130	1
67877018601	1
67919001101	0
67979000201	0
67979050001	0
67979050140	0
68012005201	0
68012005230	0
68012005401	0
68012005430	0
68012010230	0
68012010430	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68013000101	1
68013000105	1
68013000110	1
68013000501	1
68013000590	1
68013000801	1
68013001101	1
68013001420	1
68013001460	1
68013001801	1
68013001890	1
68025000410	0
68025001010	0
68025001110	0
68025002260	0
68025003010	0
68025003110	0
68025003310	1
68025003410	1
68025003510	0
68025003616	0
68025003716	0
68025003830	0
68025004030	0
68025004115	0
68030798101	0
68032010006	1
68032010012	1
68032010108	1
68032010115	1
68032010406	1
68032010412	1
68032010501	1
68032010503	1
68032010517	1
68032010601	1
68032010603	1
68032010903	1
68032011001	1
68032011101	1
68032011440	1
68032011740	1
68032011812	1
68032012040	1
68032012118	1
68032012207	1
68032012211	1
68032012305	1
68032012309	1
68032012420	1
68032012512	1
68032012516	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68032012604	1
68032012608	1
68032012718	1
68032012820	1
68032013045	1
68032013106	1
68032013260	1
68032013617	1
68032014275	1
68032014375	1
68032014475	1
68032014640	1
68032014714	1
68032019116	1
68032019320	1
68032019403	1
68032019750	1
68032019850	1
68032019958	1
68032020602	1
68032022275	1
68032022741	1
68032022860	1
68032023800	1
68032023812	1
68032023910	1
68032024090	1
68032024190	1
68032024290	1
68032025190	1
68032025610	0
68032025724	1
68032025990	1
68032026113	1
68032026216	1
68032027060	1
68032028090	1
68032028190	1
68032028511	1
68032028710	1
68032028945	1
68032029045	1
68032029145	1
68032030928	1
68032031191	1
68032031610	1
68032031815	1
68032031916	1
68032032290	1
68032032316	1
68032032814	1
68032032910	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68032033010	1
68032033410	1
68032033760	1
68032033860	1
68032033960	1
68032034060	1
68032034160	1
68032034218	1
68032034460	1
68032035415	1
68032035470	1
68032036410	1
68032036510	1
68032036610	1
68032036791	1
68032036910	1
68032037190	1
68032037260	1
68032037360	1
68032037715	1
68032037997	1
68032038212	1
68032038300	1
68032038312	1
68032038400	1
68032038412	1
68032038890	1
68032039490	1
68032039516	1
68032040290	1
68032040313	1
68032040412	1
68032041992	1
68032042018	1
68032042128	1
68032042501	1
68032042612	1
68032042716	1
68032042909	1
68032044292	1
68032044302	1
68032044410	1
68032044530	0
68032044630	0
68032044730	0
68032044830	0
68032045514	1
68032047091	1
68032047291	1
68032051512	1
68032051645	1
68032052391	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68032052491	1
68040060116	0
68040060216	0
68040060316	0
68040060516	0
68040060616	0
68040070213	0
68040070426	0
68040070513	0
68040070616	0
68047005110	1
68047012101	1
68047012201	1
68047015401	1
68047015501	0
68047016501	1
68047016701	1
68047021001	1
68047022216	1
68047022316	1
68047023016	1
68047024201	1
68047024301	1
68047032016	1
68047033001	1
68071043330	0
68071125703	0
68084001601	1
68084002701	1
68084003801	1
68084004501	1
68084006101	1
68084006201	1
68084006401	1
68084006501	0
68084006901	1
68084007001	1
68084007011	1
68084007101	1
68084008001	1
68084008065	1
68084008090	1
68084008801	1
68084009101	1
68084009111	1
68084009301	1
68084011101	1
68084011201	1
68084011901	1
68084012001	1
68084012006	1
68084012201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68084012801	1
68084015401	1
68084016501	1
68084017201	1
68084017401	1
68084018001	1
68084018101	1
68084018201	1
68084022411	1
68084023901	1
68084024521	1
68084024701	1
68084025221	1
68084025621	1
68084026601	1
68084026701	1
68084026811	1
68084026901	1
68084027101	1
68084027801	1
68084027830	1
68084027865	1
68084027889	1
68084028001	1
68084028101	1
68084028301	1
68084028401	1
68084028701	1
68084029301	1
68084029511	1
68084029521	1
68084030101	1
68084031301	1
68084032294	1
68084032811	1
68084032821	1
68084032921	1
68084033801	1
68084033997	1
68084034097	1
68084034197	1
68084034401	1
68084036001	1
68084037101	1
68084037201	1
68084040701	1
68084040801	1
68084040921	1
68084044311	1
68084044811	1
68094017161	0
68094017162	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68115006915	0
68115006930	0
68115007000	0
68115007030	0
68115018530	1
68115019610	0
68115019710	0
68115020030	1
68115023997	1
68115029690	0
68115031900	0
68115031930	0
68115034800	1
68115037130	0
68115040600	1
68115047860	0
68115047890	0
68115049430	0
68115050630	0
68115058445	0
68115062800	0
68115063450	1
68115063901	0
68115064800	0
68115065701	0
68115066717	0
68115066890	0
68115066990	0
68115067190	0
68115068104	0
68115069890	0
68115070830	0
68115072506	0
68115073390	0
68115074610	0
68115075830	0
68115076001	0
68115076917	0
68115080090	0
68115081630	0
68115081690	0
68115082130	0
68115083630	0
68115083690	0
68115085390	0
68115085490	0
68115085530	0
68115086530	0
68115086600	0
68115091430	0
68115092230	0
68115092390	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68115092460	0
68135030002	0
68180011202	1
68180011209	1
68180011216	1
68180011302	1
68180011316	1
68180011416	1
68180011507	1
68180012101	1
68180012102	1
68180012201	1
68180012202	1
68180012301	1
68180012302	1
68180012401	1
68180012402	1
68180015001	1
68180018001	1
68180018008	1
68180018101	1
68180018102	1
68180018202	1
68180018203	1
68180020201	0
68180020203	0
68180021009	1
68180021109	1
68180021209	1
68180021509	1
68180021603	1
68180021609	1
68180021709	1
68180023501	1
68180023601	1
68180023701	1
68180026501	1
68180026601	1
68180026602	1
68180026701	1
68180026702	1
68180028001	1
68180028101	1
68180030220	1
68180030260	1
68180030320	1
68180030360	1
68180031406	1
68180031506	1
68180031606	1
68180035106	1
68180035109	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68180035201	1
68180035202	1
68180035205	1
68180035206	1
68180035209	1
68180035301	1
68180035302	1
68180035305	1
68180035306	1
68180035309	1
68180040101	1
68180040102	1
68180040103	1
68180040201	1
68180040202	1
68180040203	1
68180040301	1
68180040401	1
68180040402	1
68180046701	1
68180046707	1
68180046801	1
68180046803	1
68180046807	1
68180046901	1
68180046903	1
68180046907	1
68180047801	1
68180047802	1
68180047803	1
68180047901	1
68180047902	1
68180047903	1
68180048001	1
68180048002	1
68180048003	1
68180048101	1
68180048102	1
68180048103	1
68180048206	1
68180048209	1
68180048502	1
68180048509	1
68180048602	1
68180048609	1
68180048702	1
68180048709	1
68180048802	1
68180048809	1
68180050101	1
68180050103	1
68180050201	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68180050202	1
68180050203	1
68180051201	1
68180051202	1
68180051301	1
68180051303	1
68180051401	1
68180051403	1
68180051501	1
68180051503	1
68180051601	1
68180051602	1
68180051701	1
68180051703	1
68180051801	1
68180051802	1
68180051901	1
68180051902	1
68180052001	1
68180052002	1
68180055609	1
68180055709	1
68180055809	1
68180055909	1
68180056601	1
68180056701	1
68180056801	1
68180058801	1
68180058901	1
68180058902	1
68180059001	1
68180059002	1
68180059101	1
68180059102	1
68180071160	1
68180072210	1
68180072220	1
68180072310	1
68180072320	1
68180075009	1
68180075103	1
68180075109	1
68180075203	1
68180075209	1
68180075501	1
68180075601	1
68180075701	1
68180075801	1
68188013201	0
68188013501	0
68188013701	0
68188048202	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68188048402	0
68188088150	0
68188088250	0
68188093190	0
68188093590	0
68209084303	0
68209084304	0
68220001890	0
68220002207	0
68220002228	0
68220005510	0
68220006603	0
68220006605	0
68220008490	0
68220008590	0
68220008630	0
68220008890	0
68220008930	0
68220009990	0
68220011105	0
68220011210	0
68220011310	0
68220011510	0
68220011810	0
68220013004	0
68220013104	1
68220014015	0
68220014210	0
68220014410	0
68220015110	0
68220016010	0
68258903601	0
68258908301	1
68258914301	0
68308012204	1
68308014510	1
68308015215	1
68308015230	1
68308015260	1
68308016030	0
68308016590	1
68308016730	1
68308016930	1
68308019030	1
68308032410	1
68308032610	1
68308035030	1
68308036030	1
68308039790	1
68308044090	1
68308050260	1
68308051610	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68308078090	1
68308083010	1
68322000204	0
68330000101	1
68330000201	1
68330000301	1
68330000410	1
68382000101	1
68382000105	1
68382000106	1
68382000110	1
68382000116	1
68382000301	1
68382000305	1
68382000414	1
68382000514	1
68382000601	1
68382000610	1
68382000801	1
68382000810	1
68382000905	1
68382000914	1
68382001005	1
68382001014	1
68382001801	1
68382001901	1
68382002001	1
68382002101	1
68382002201	1
68382002210	1
68382002301	1
68382002310	1
68382002401	1
68382002410	1
68382002801	1
68382002805	1
68382002810	1
68382002901	1
68382002905	1
68382002910	1
68382003001	1
68382003005	1
68382003010	1
68382003101	1
68382003205	1
68382003305	1
68382004001	1
68382004101	1
68382004110	1
68382004201	1
68382004603	1
68382004610	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68382005001	1
68382005005	1
68382005101	1
68382005105	1
68382005116	1
68382005201	1
68382005210	1
68382005301	1
68382005310	1
68382005401	1
68382005410	1
68382005501	1
68382005510	1
68382005601	1
68382005610	1
68382005701	1
68382005801	1
68382005901	1
68382006401	1
68382006410	1
68382006510	1
68382006516	1
68382006605	1
68382006610	1
68382006616	1
68382006624	1
68382006705	1
68382006710	1
68382006716	1
68382006724	1
68382006805	1
68382006810	1
68382006816	1
68382006840	1
68382006905	1
68382006910	1
68382006916	1
68382007016	1
68382008001	1
68382008101	1
68382009201	1
68382009205	1
68382009301	1
68382009305	1
68382009317	1
68382009401	1
68382009405	1
68382009501	1
68382009505	1
68382009601	1
68382009605	1
68382009701	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68382009705	1
68382009706	1
68382009710	1
68382009716	1
68382009801	1
68382009805	1
68382009806	1
68382009810	1
68382009816	1
68382009901	1
68382009905	1
68382009906	1
68382009910	1
68382009916	1
68382010014	1
68382010101	1
68382010601	1
68382010610	1
68382010801	1
68382010901	1
68382011001	1
68382011205	1
68382011214	1
68382011305	1
68382011314	1
68382011405	1
68382011414	1
68382011505	1
68382011514	1
68382011605	1
68382011614	1
68382011705	1
68382011714	1
68382012101	1
68382012105	1
68382012116	1
68382012201	1
68382012205	1
68382012216	1
68382012305	1
68382012316	1
68382013001	1
68382013005	1
68382013101	1
68382013105	1
68382013201	1
68382013210	1
68382013516	1
68382013610	1
68382013616	1
68382013706	1
68382013710	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68382013716	1
68382013805	1
68382013814	1
68382013905	1
68382013914	1
68382014005	1
68382014014	1
68382014105	1
68382014114	1
68382014306	1
68382014316	1
68382015506	1
68382015606	1
68382018701	1
68382018801	1
68382018901	1
68382020906	1
68382022401	1
68382022406	1
68382022705	1
68382022714	1
68382024701	1
68382024705	1
68382024801	1
68382026007	1
68382026009	1
68382026012	1
68382026101	1
68382033801	1
68382033901	1
68382034001	1
68382034101	1
68382034201	1
68382034301	1
68382034401	1
68382044405	1
68387024010	1
68387028030	1
68387032530	1
68387033530	1
68387035530	1
68387035560	1
68387037030	1
68387038560	1
68387044020	1
68387045501	1
68387047530	1
68387049712	1
68387064201	1
68405100402	0
68405100901	0
68405101601	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68405800306	0
68453007410	0
68453017010	1
68453020010	0
68453020110	0
68453037510	0
68453050016	0
68453068516	0
68453071416	0
68453077703	0
68453082503	0
68453085075	0
68453090002	0
68453091110	0
68453091210	0
68453091310	0
68453095010	0
68453099310	0
68453099410	0
68462010130	1
68462010230	1
68462010340	1
68462010430	1
68462010530	1
68462010630	1
68462010810	1
68462010860	1
68462010910	1
68462010960	1
68462011010	1
68462011060	1
68462011601	1
68462011701	1
68462011710	1
68462011801	1
68462012601	1
68462012605	1
68462012701	1
68462012705	1
68462012801	1
68462012901	1
68462013001	1
68462013005	1
68462013701	1
68462013801	1
68462013901	1
68462014001	1
68462014101	1
68462014501	1
68462014601	1
68462014625	1
68462014645	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68462014701	1
68462014816	1
68462015310	1
68462015360	1
68462015713	1
68462015811	1
68462015813	1
68462015901	1
68462015905	1
68462015910	1
68462016001	1
68462016005	1
68462016010	1
68462016101	1
68462016105	1
68462016110	1
68462016201	1
68462016205	1
68462016301	1
68462016305	1
68462016401	1
68462016405	1
68462016501	1
68462016505	1
68462017301	1
68462017401	1
68462017801	1
68462017901	1
68462017905	1
68462018117	1
68462018801	1
68462018805	1
68462018901	1
68462018905	1
68462019001	1
68462019005	1
68462019030	1
68462019060	1
68462019217	1
68462019255	1
68462019301	1
68462019401	1
68462019505	1
68462019590	1
68462019605	1
68462019690	1
68462019705	1
68462019790	1
68462019805	1
68462019890	1
68462020201	1
68462020301	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68462020401	1
68462020501	1
68462021010	1
68462021110	1
68462021210	1
68462022001	1
68462022101	1
68462022110	1
68462022201	1
68462022517	1
68462022555	1
68462022801	1
68462022901	1
68462024801	1
68462024805	1
68462024860	1
68462024901	1
68462024920	1
68462024930	1
68462025301	1
68462025401	1
68462025501	1
68462025601	1
68462025701	1
68462025801	1
68462025901	1
68462026001	1
68462026005	1
68462027901	1
68462027905	1
68462028001	1
68462028005	1
68462028917	1
68462028935	1
68462028955	1
68462028965	1
68462029017	1
68462029052	1
68462029501	1
68462029601	1
68462029717	1
68462029735	1
68462029792	1
68462029917	1
68462029947	1
68462029965	1
68462030017	1
68462030047	1
68462030065	1
68462032901	1
68462034101	1
68462034201	1

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Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68462034301	1
68462034401	1
68462034737	1
68462034857	1
68462034921	1
68462034924	1
68462034937	1
68462035601	1
68462035801	1
68462035805	1
68462035901	1
68462035905	1
68462036001	1
68462036005	1
68462036101	1
68462036105	1
68462036201	1
68462036205	1
68462036317	1
68462036335	1
68462036435	1
68462036455	1
68462036465	1
68462036565	1
68462036653	1
68462036890	1
68462036990	1
68462038001	1
68462040355	1
68462041134	1
68462041234	1
68462041238	1
68462041334	1
68462041438	1
68462041538	1
68462046160	1
68462050201	1
68462054508	1
68462054608	1
68462054708	1
68462054838	1
68462054938	1
68462055401	1
68462055501	1
68516460002	0
68516460201	0
68516460302	0
68516460402	0
68546014256	0
68546022956	0
68546031730	0
68552022190	1

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68645013054	1
68645013154	1
68645014059	1
68645014154	1
68645015054	1
68645015159	1
68645016059	1
68645016159	1
68645016259	1
68645016359	1
68645017054	1
68645018054	1
68645019059	1
68645019159	1
68645020154	1
68645020254	1
68645021054	1
68645021154	1
68645022090	1
68645022159	1
68645022254	1
68645025254	1
68669013505	0
68669014505	0
68669052205	0
68669052215	0
68669052505	0
68669052510	0
68669052515	0
68669071110	0
68682000431	1
68682030210	1
68682040910	1
68712000401	0
68712000403	0
68712000501	0
68712000603	1
68712001001	0
68712001003	0
68712001101	0
68712001301	0
68712001401	0
68712001702	0
68712001703	0
68712001802	0
68712002001	1
68712002101	0
68712002301	0
68712002701	0
68712003201	0
68712003401	1
68712003701	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68712004101	1
68712004201	1
68727010001	0
68727060001	0
68727060101	0
68734070010	0
68734071010	0
68752040508	1
68752041008	1
68752069260	1
68752069860	1
68774012060	1
68774012260	1
68774016101	1
68774016201	1
68774016301	1
68774016401	1
68774030229	1
68774030235	1
68774030329	1
68774030335	1
68774040001	1
68774040101	1
68774060001	0
68774060101	0
68817013450	0
68820001610	1
68820001708	1
68820001815	1
68820001816	1
68820001817	1
68820001915	1
68820001916	1
68820001917	1
68820004308	1
68820004310	1
68820006306	1
68820006309	1
68820006319	1
68820006417	1
68820006437	1
68820006517	1
68820006537	1
68883001005	1
68883010005	1
68883040010	1
68883060010	1
68883090010	1
68968201001	0
68968202001	0
68968203001	0
68968204001	0

Empire Plan Prescription Drug Program

Current Brand/Generic Classification of NDCs Dispensed for the Program in 2010

NDC	NYS GENERIC BRAND CODE, 0 = Brand, 1 = Generic
68968325001	0
68968350001	0
68968449201	0
76300033210	0
83490010760	0
83490051001	0
83490051002	0
83490051003	0
83490051004	0
99207001010	0
99207001301	0
99207001330	0
99207001345	0
99207011609	0
99207011612	0
99207020609	0
99207020809	0
99207020812	0
99207022130	0
99207022160	0
99207022230	0
99207022260	0
99207022330	0
99207022360	0
99207022460	0
99207022560	0
99207022660	0
99207030030	0
99207030060	0
99207046010	0
99207046030	0
99207046110	0
99207046130	0
99207046210	0
99207046230	0
99207046330	0
99207046430	0
99207046530	0
99207046630	0
99207046730	0
99207049110	0
99207049250	0
99207051413	0
99207052510	0
99207052530	0
99207052560	0
99207074106	0
99207074112	0
99207074404	0
99207074530	0
99207074560	0

Empire Plan Prescription Drug Program
2008-2010 Paid Claims Per Biweekly Cycle

Cycle Summary	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Cycle 5	Cycle 6
Total Plan Costs - 2008	$42,030,456.78	$57,622,328.17	$56,890,708.46	$53,380,575.90	$55,444,542.28	$54,879,085.67
Total Plan Costs - 2009	$57,140,892.99	$57,509,479.46	$57,486,392.38	$56,613,912.29	$58,350,535.39	$57,779,337.68
Total Plan Costs - 2010	$61,282,096.38	$64,280,224.56	$64,104,832.13	$60,128,275.84	$63,303,800.14	$64,542,749.31

	Cycle 7	Cycle 8	Cycle 9	Cycle 10	Cycle 11	Cycle 12
Total Plan Costs - 2008	$55,830,615.09	$55,685,210.70	$55,601,748.45	$55,729,382.71	$53,139,027.26	$55,658,431.62
Total Plan Costs - 2009	$58,366,518.00	$56,343,467.51	$58,339,217.83	$59,200,694.79	$56,844,266.60	$59,845,004.77
Total Plan Costs - 2010	$62,943,095.32	$63,549,621.86	$65,549,938.56	$63,135,957.06	$64,108,901.95	$61,873,359.05

	Cycle 13	Cycle 14	Cycle 15	Cycle 16	Cycle 17	Cycle 18
Total Plan Costs - 2008	$56,358,032.61	$54,142,893.46	$54,998,346.50	$55,663,479.51	$54,717,274.54	$54,096,373.78
Total Plan Costs - 2009	$58,194,685.04	$56,917,705.61	$57,175,992.95	$58,285,930.03	$58,028,857.18	$59,500,839.06
Total Plan Costs - 2010	$63,939,254.33	$61,577,096.15	$63,431,039.45	$63,569,269.00	$62,491,363.73	$64,385,553.25

	Cycle 19	Cycle 20	Cycle 21	Cycle 22	Cycle 23	Cycle 24
Total Plan Costs - 2008	$57,853,474.67	$57,771,988.33	$56,774,452.23	$57,719,697.46	$58,653,250.69	$54,905,193.51
Total Plan Costs - 2009	$56,749,811.28	$60,332,318.40	$59,524,380.59	$60,414,137.67	$61,418,718.67	$56,878,321.80
Total Plan Costs - 2010	$62,156,887.19	$64,149,938.13	$64,474,812.09	$63,971,580.51	$64,599,326.22	$60,786,955.99

	Cycle 25	Cycle 26	Year Total
Total Plan Costs - 2008	$63,330,897.43	$56,827,932.82	$1,445,705,400.63
Total Plan Costs - 2009	$63,501,597.42	$57,234,392.59	$1,517,977,407.98
Total Plan Costs - 2010	$68,683,450.35	$64,741,640.18	$1,651,761,018.73

NEW YORK STATE INSURANCE FUND
2008 – 2010 Prescription Plan Payments

YEAR PAID	TYPE OF CLAIM	# OF CLAIMANTS	# OF PRESCRIPTIONS	AMOUNT
2008	Mail Order	107	1,306	$ 213,773
	Pharmacy	24,591	325,101	35,415,093
TOTAL		24,698	326,407	$35,628,866
2009	Mail Order	182	2,513	$ 280,127
	Pharmacy	30,179	416,466	46,407,745
TOTAL		30,361	418,979	$46,687,872
2010	Mail Order	209	3,019	353,767
	Pharmacy	34,636	500,151	$58,607,331
TOTAL		34,845	503,170	$58,961,098

*Amounts correspond to payments made during the calendar year

NYSIF PAYMENT BREAKDOWN BY QUARTER
(Rounded to thousands)

	2010		2009		2008	
	RX Count	$ Cost	RX Count	Cost	RX Count	Cost
Quarter 1	115,000	$13,847,000	102,000	$11,865,000	- No Breakdown -	
Quarter 2	118,000	$14,319,000	105,000	$12,227,000	- No Breakdown -	
Quarter 3	121,000	$14,680,000	106,000	$12,767,000	- No Breakdown –	
Quarter 4	125,000	$15,226,000	109,000	$13,086,000	- No Breakdown –	
TOTAL	479,000	$58,072,000	422,000	$49,945,000	326,000	$35,629,000

*Notes on payments: NYSIF continues to experience a steady rise in the number of prescriptions filled through the PBM and the cost of those prescriptions. Aside from the steady increase the timing or time of year does not appear to materially affect the number of costs of prescriptions filled.

Pharmacy Benefit Services for The Empire Plan, Student Employee Health Plan, and New York State Insurance Fund Prescription Drugs Programs

Program Services Matrix (Section IV & V)

RFP Section IV (Technical Proposal)	***DCS & NYSIF***	***DCS Only***	***NYSIF Only***
Section IV.A Program Administration	DCS & NYSIF		
Section IV.A.1 Executive Summary	DCS & NYSIF		
Section IV.A.1.a Executive Summary	DCS & NYSIF		
Section IV.A.1.a(1) Executive Summary	DCS & NYSIF		
Section IV.A.1.a(2) Executive Summary	DCS & NYSIF		
Section IV.A.1.a(3) Executive Summary	DCS & NYSIF		
Section IV.A.1.a(4)(a-w) Executive Summary	DCS & NYSIF		
Section IV.A.2 General Qualifications	DCS & NYSIF		
Section IV.A.2.a General Qualifications	DCS & NYSIF		
Section IV.A.2.a(1) General Qualifications	DCS & NYSIF		
Section IV.A.2.a(2) General Qualifications	DCS & NYSIF		
Section IV.A.2.a(3) General Qualifications	DCS & NYSIF		
Section IV.B DCS and NYSIF Program Services	DCS & NYSIF		
Section IV.B.1 Account Team	DCS & NYSIF		
Section IV.B.1.a Account Team	DCS & NYSIF		
Section IV.B.1.a(1) Account Team	DCS & NYSIF		
Section IV.B.1.a(1)(a) Account Team	DCS & NYSIF		
Section IV.B.1.a(1)(b) Account Team	DCS & NYSIF		
Section IV.B.1.a(2) Account Team	DCS & NYSIF		
Section IV.B.1.a(2)(a) Account Team	DCS & NYSIF		
Section IV.B.1.a(2)(b) Account Team	DCS & NYSIF		
Section IV.B.1.a(3) Account Team	DCS & NYSIF		
Section IV.B.1.b Account Team	DCS & NYSIF		
Section IV.B.1.b(1) Account Team	DCS & NYSIF		
Section IV.B.1.b(1)(a) Account Team	DCS & NYSIF		
Section IV.B.1.b(1)(b) Account Team	DCS & NYSIF		
Section IV.B.1.b(2) Account Team	DCS & NYSIF		
Section IV.B.1.b(2)(a) Account Team	DCS & NYSIF		
Section IV.B.1.b(2)(b) Account Team	DCS & NYSIF		
Section IV.B.1.b(3) Account Team	DCS & NYSIF		
Section IV.B.2 Premium Development Services		DCS Only	
Section IV.B.2.a Premium Development Services		DCS Only	
Section IV.B.2.a(1) Premium Development Services		DCS Only	
Section IV.B.2.a(2) Premium Development Services		DCS Only	
Section IV.B.2.a(3) Premium Development Services		DCS Only	
Section IV.B.2.b Premium Development Services		DCS Only	
Section IV.B.2.b(1) Premium Development Services		DCS Only	
Section IV.B.2.b(2) Premium Development Services		DCS Only	
Section IV.B.2.b(3) Premium Development Services		DCS Only	
Section IV.B.3 Program Implementation	DCS & NYSIF		
Section IV.B.3.a Implementation	DCS & NYSIF		
Section IV.B.3.a(1) Implementation	DCS & NYSIF		
Section IV.B.3.a(2) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(a) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(b) Implementation	DCS & NYSIF		

Section IV.B.3.a(2)(c) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(d) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(e) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(f) Implementation	DCS & NYSIF		
Section IV.B.3.a(2)(g) Implementation		DCS Only	
Section IV.B.3.b Implementation	DCS & NYSIF		
Section IV.B.3.b(1) Implementation	DCS & NYSIF		
Section IV.B.3.b(2) Implementation	DCS & NYSIF		
Section IV.B.4 Customer Service	DCS & NYSIF		
Section IV.B.4.a Customer Service	DCS & NYSIF		
Section IV.B.4.a(1) Customer Service	DCS & NYSIF		
Section IV.B.4.a(2) Customer Service		DCS Only	
Section IV.B.4.a(3) Customer Service	DCS & NYSIF		
Section IV.B.4.a(4) Customer Service	DCS & NYSIF		
Section IV.B.4.a(5) Customer Service	DCS & NYSIF		
Section IV.B.4.a(6) Customer Service	DCS & NYSIF		
Section IV.B.4.a(7) Customer Service		DCS Only	
Section IV.B.4.a(8) Customer Service	DCS & NYSIF		
Section IV.B.4.a(8)(a) Customer Service	DCS & NYSIF		
Section IV.B.4.a(8)(b) Customer Service	DCS & NYSIF		
Section IV.B.4.a(8)(c) Customer Service	DCS & NYSIF		
Section IV.B.4.a(8)(d) Customer Service	DCS & NYSIF		
Section IV.B.4.b Customer Service	DCS & NYSIF		
Section IV.B.4.b(1) Customer Service	DCS & NYSIF		
Section IV.B.4.b(2) Customer Service		DCS Only	
Section IV.B.4.b(3) Customer Service	DCS & NYSIF		
Section IV.B.4.b(4) Customer Service	DCS & NYSIF		
Section IV.B.4.b(4)(a) Customer Service	DCS & NYSIF		
Section IV.B.4.b(4)(b) Customer Service	DCS & NYSIF		
Section IV.B.4.b(4)(c) Customer Service	DCS & NYSIF		
Section IV.B.4.b(4)(d) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5)(a) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5)(b) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5)(c) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5)(d) Customer Service	DCS & NYSIF		
Section IV.B.4.b(5)(e) Customer Service	DCS & NYSIF		
Section IV.B.4.b(6) Customer Service	DCS & NYSIF		
Section IV.B.4.b(7) Customer Service		DCS Only	
Section IV.B.4.b(8) Customer Service	DCS & NYSIF		
Section IV.B.4.b(8)(a) Customer Service	DCS & NYSIF		
Section IV.B.4.b(8)(b) Customer Service	DCS & NYSIF		
Section IV.B.4.b(8)(c) Customer Service	DCS & NYSIF		
Section IV.B.4.b(8)(d) Customer Service	DCS & NYSIF		
Section IV.B.5 Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(1) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(a) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(b) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(c) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(d) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(e) Medicare Part D – EGWP PDP		DCS Only	

Section IV.B.5.a(2)(f) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(g) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(h) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(i) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(j) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(2)(k) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(3) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(4) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(5) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(6) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(7) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(8) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.a(9) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(1) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(a) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(b) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(c) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(d) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(e) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(f) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(g) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(h) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(i) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(j) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(2)(k) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(3) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(4) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(5) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(6) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(7) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(8) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.5.b(9) Medicare Part D – EGWP PDP		DCS Only	
Section IV.B.6 Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.a Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.a(1) Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.a(2) Enrollee Communication Support		DCS Only	
Section IV.B.6.a(2)(a) Enrollee Communication Support		DCS Only	
Section IV.B.6.a(2)(b) Enrollee Communication Support		DCS Only	
Section IV.B.6.a(2)(c) Enrollee Communication Support		DCS Only	
Section IV.B.6.a(3) Enrollee Communication Support		DCS Only	
Section IV.B.6.a(4) Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.a(5) Enrollee Communication Support			NYSIF Only
Section IV.B.6.b Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.b(1) Enrollee Communication Support		DCS Only	
Section IV.B.6.b(2) Enrollee Communication Support		DCS Only	
Section IV.B.6.b(3) Enrollee Communication Support		DCS Only	
Section IV.B.6.b(4) Enrollee Communication Support	DCS & NYSIF		
Section IV.B.6.b(5) Enrollee Communication Support			NYSIF Only
Section IV.B.7 Enrollment Management	DCS & NYSIF		
Section IV.B.7.a Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(1) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(1)(a) Enrollment Management	DCS & NYSIF		

Section IV.B.7.a(1)(b) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(2) Enrollment Management		DCS Only	
Section IV.B.7.a(3) Enrollment Management			NYSIF Only
Section IV.B.7.a(4) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(5) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(6) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(7) Enrollment Management		DCS Only	
Section IV.B.7.a(8) Enrollment Management		DCS Only	
Section IV.B.7.a(9) Enrollment Management	DCS & NYSIF		
Section IV.B.7.a(10) Enrollment Management			NYSIF Only
Section IV.B.7.a(11) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(1) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(1)(a) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(1)(b) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(2) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(2)(a) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(2)(b) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(2)(c) Enrollment Management		DCS Only	
Section IV.B.7.b(2)(d) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(3) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(4) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(5) Enrollment Management		DCS Only	
Section IV.B.7.b(6) Enrollment Management		DCS Only	
Section IV.B.7.b(7) Enrollment Management	DCS & NYSIF		
Section IV.B.7.b(8) Enrollment Management			NYSIF Only
Section IV.B.7.b(9) Enrollment Management	DCS & NYSIF		
Section IV.B.8 Reporting	DCS & NYSIF		
Reporting for DCS			
Section IV.B.8.a Reporting for DCS		DCS Only	
Section IV.B.8.a(1) Reporting for DCS		DCS Only	
Section IV.B.8.a(2) Reporting for DCS		DCS Only	
Section IV.B.8.a(3) Reporting for DCS		DCS Only	
Section IV.B.8.a(4) Reporting for DCS		DCS Only	
Section IV.B.8.a(5) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(a) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(b) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(c) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(d) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(e) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(f) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(g) Reporting for DCS		DCS Only	
Section IV.B.8.a(5)(h) Reporting for DCS		DCS Only	
Section IV.B.8.a(6) Reporting for DCS		DCS Only	
Section IV.B.8.a(7) Reporting for DCS		DCS Only	
Section IV.B.8.b Reporting for DCS		DCS Only	
Section IV.B.8.b(1) Reporting for DCS		DCS Only	
Section IV.B.8.b(2) Reporting for DCS		DCS Only	
Section IV.B.8.b(3) Reporting for DCS		DCS Only	
Section IV.B.8.b(4) Reporting for DCS		DCS Only	
Section IV.B.8.b(5) Reporting for DCS		DCS Only	
Section IV.B.8.b(6) Reporting for DCS		DCS Only	
Reporting for NYSIF			

Section IV.B.8.a Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(1) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(2) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(3) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(4) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(a) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(b) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(c) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(d) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(e) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(f) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(g) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(5)(h) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(6) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(7) Reporting for NYSIF			NYSIF Only
Section IV.B.8.a(8) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(1) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(2) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(3) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(4) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(5) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(6) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(7) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(8) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(9) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(10) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(11) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(12) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(13) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(14) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(15) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(16) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(17) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(18) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(19) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(20) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(21) Reporting for NYSIF			NYSIF Only
Section IV.B.8.b(22) Reporting for NYSIF			NYSIF Only
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Section IV.B.9.a Consulting	DCS & NYSIF		
Section IV.B.9.a(1) Consulting	DCS & NYSIF		
Section IV.B.9.a(2) Consulting	DCS & NYSIF		
Section IV.B.9.b Consulting	DCS & NYSIF		
Section IV.B.9.b(1) Consulting	DCS & NYSIF		
Section IV.B.10 Transition/Termination of Agreement	DCS & NYSIF		
Section IV.B.10.a Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(1) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(a) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(a)(i) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(a)(ii) Trans/Term of Agreement	DCS & NYSIF		

Section IV.B.10.a(2)(a)(ii) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(a)(iii) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(a)(iv) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(2)(b) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(3) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(4) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(5) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(a) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(b) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(c) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(d) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(e) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(f) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(6)(g) Trans/Term of Agreement		DCS Only	
Section IV.B.10.a(7) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(8) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.a(9) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.b Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.b(1) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.10.b(2) Trans/Term of Agreement	DCS & NYSIF		
Section IV.B.11 Network Management	DCS & NYSIF		
Section IV.B.11.a Network Management	DCS & NYSIF		
Section IV.B.11.a(1) Network Management	DCS & NYSIF		
Section IV.B.11.a(2) Network Management	DCS & NYSIF		
Section IV.B.11.a(3) Network Management	DCS & NYSIF		
Section IV.B.11.a(4) Network Management	DCS & NYSIF		
Section IV.B.11.a(5) Network Management	DCS & NYSIF		
Section IV.B.11.a(6) Network Management	DCS & NYSIF		
Section IV.B.11.a(7) Network Management	DCS & NYSIF		
Section IV.B.11.a(8) Network Management	DCS & NYSIF		
Section IV.B.11.a(8)(a) Network Management	DCS & NYSIF		
Section IV.B.11.a(8)(b) Network Management	DCS & NYSIF		
Section IV.B.11.a(8)(c) Network Management	DCS & NYSIF		
Section IV.B.11.b Network Management	DCS & NYSIF		
Section IV.B.11.b(1) Network Management	DCS & NYSIF		
Section IV.B.11.b(2) Network Management	DCS & NYSIF		
Section IV.B.11.b(3) Network Management	DCS & NYSIF		
Section IV.B.11.b(4) Network Management	DCS & NYSIF		
Section IV.B.11.b(5) Network Management	DCS & NYSIF		
Section IV.B.11.b(6) Network Management	DCS & NYSIF		
Section IV.B.11.b(7) Network Management	DCS & NYSIF		
Pharmacy Credentialing			
Section IV.B.11 Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.a Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.a(1) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.a(2) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.a(3) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.b Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.b(1) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.b(2) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.b(2)(a) Pharmacy Credentialing	DCS & NYSIF		
Section IV.B.11.b(2)(b) Pharmacy Credentialing	DCS & NYSIF		

Pharmacy Contracting			
Section IV.B.11 Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(1) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(2) Pharmacy Contracting		DCS Only	
Section IV.B.11.a(3) Pharmacy Contracting		DCS Only	
Section IV.B.11.a(4) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(5) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(6) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(7) Pharmacy Contracting		DCS Only	
Section IV.B.11.a(8) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.a(9) Pharmacy Contracting			NYSIF Only
Section IV.B.11.b Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.b(1) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.b(2) Pharmacy Contracting		DCS Only	
Section IV.B.11.b(3) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.b(4) Pharmacy Contracting	DCS & NYSIF		
Section IV.B.11.b(5) Pharmacy Contracting			NYSIF Only
Pharmacy Audit			
Section IV.B.11 Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(1) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(2) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(3) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(4) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(5) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(6) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(7) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(8) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.a(9) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(1) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(2) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(3) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(4) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(5) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(6) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(7) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(8) Pharmacy Audit	DCS & NYSIF		
Section IV.B.11.b(9) Pharmacy Audit	DCS & NYSIF		
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Section IV.B.11.a(1) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(2) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(3) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(4) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(4)(a) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(4)(b) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(5) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(6) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(7) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(8) Mail Service Pharmacy Process	DCS & NYSIF		

Section IV.B.11.a(9) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(10) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(11) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(12) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(13) Mail Service Pharmacy Process		DCS Only	
Section IV.B.11.a(14) Mail Service Pharmacy Process		DCS Only	
Section IV.B.11.a(15) Mail Service Pharmacy Process		DCS Only	
Section IV.B.11.a(16) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(17) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(18) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(19) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(20) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(21) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(22) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(23) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.a(24) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(a) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(b) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(c) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(d) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(e) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(1)(f) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(2) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(3) Mail Service Pharmacy Process		DCS Only	
Section IV.B.11.b(4) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(5) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(6) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(6)(a) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(6)(b) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(6)(c) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(6)(d) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(7) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(8) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(9) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(10) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(11) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(12) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(13) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(13)(a)Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(13)(b)Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(13)(c)Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(13)(d)Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(14) Mail Service Pharmacy Process		DCS Only	
Section IV.B.11.b(15) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(16) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(17) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(18) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(19) Mail Service Pharmacy Process	DCS & NYSIF		
Section IV.B.11.b(20) Mail Service Pharmacy Process	DCS & NYSIF		
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Section IV.B.11 Specialty Drugs/Medications	DCS & NYSIF		

Section IV.B.11.a Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.a(1) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.a(1)(a) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.a(1)(b) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.a(2) Specialty Drugs/Medications		DCS Only	
Section IV.B.11.b Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.b(1) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.b(2) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.b(3) Specialty Drugs/Medications		DCS Only	
Section IV.B.11.b(4) Specialty Drugs/Medications		DCS Only	
Section IV.B.11.b(5) Specialty Drugs/Medications	DCS & NYSIF		
Section IV.B.11.b(6) Specialty Drugs/Medications	DCS & NYSIF		
Specialty Pharmacy Program			
Section IV.B.11 Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(1) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(2) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(3) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(4) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(5) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(6) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.a(7) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(8) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(9) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(10) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(11) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(12) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(13) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(14) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(15) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(16) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(17) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(18) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.a(19) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.a(20) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(21) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.a(22) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.a(23) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(1) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2)(a) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2)(b) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2)(c) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.b(2)(d) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2)(e) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(2)(f) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(3) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(4) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(5) Specialty Pharmacy Program		DCS Only	
Section IV.B.11.b(6) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.11.b(7) Specialty Pharmacy Program	DCS & NYSIF		
Section IV.B.12 Claims Processing	DCS & NYSIF		

Section IV.B.12.a Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(a) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(b) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(c) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(d) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(e) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(f) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(g) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(h) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(i) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(j) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(k) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(l) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(m) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(n) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(o) Claims Processing		DCS Only	
Section IV.B.12.a(1)(o)(i) Claims Processing		DCS Only	
Section IV.B.12.a(1)(o)(ii) Claims Processing		DCS Only	
Section IV.B.12.a(1)(o)(iii) Claims Processing		DCS Only	
Section IV.B.12.a(1)(o)(iv) Claims Processing		DCS Only	
Section IV.B.12.a(1)(o)(v) Claims Processing		DCS Only	
Section IV.B.12.a(1)(p) Claims Processing			NYSIF Only
Section IV.B.12.a(1)(q) Claims Processing		DCS Only	
Section IV.B.12.a(1)(r) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(s) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(t) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(u) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(1)(v) Claims Processing		DCS Only	
Section IV.B.12.a(1)(w) Claims Processing		DCS Only	
Section IV.B.12.a(1)(x) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(2) Claims Processing	DCS & NYSIF		
Section IV.B.12.a(3) Claims Processing		DCS Only	
Section IV.B.12.a(4) Claims Processing			NYSIF Only
Section IV.B.12.b Claims Processing	DCS & NYSIF		
Section IV.B.12.b(1) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(2) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(a) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(b) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(c) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(d) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(e) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(f) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(g) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(h) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(i) Claims Processing		DCS Only	
Section IV.B.12.b(3)(j) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(3)(k) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(4) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(5) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(6) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(7) Claims Processing	DCS & NYSIF		

Section IV.B.12.b(8) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(9) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(10) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(11) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(12) Claims Processing		DCS Only	
Section IV.B.12.b(13) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(14) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(15) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(16) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(17) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(18) Claims Processing	DCS & NYSIF		
Section IV.B.12.b(19) Claims Processing		DCS Only	
Section IV.B.12.b(20) Claims Processing			NYSIF Only
Section IV.B.13 Retrospective Coordination of Benefits		DCS Only	
Section IV.B.13.a Retrospective COB		DCS Only	
Section IV.B.13.a(1) Retrospective COB		DCS Only	
Section IV.B.13.a(2) Retrospective COB		DCS Only	
Section IV.B.13.a(3) Retrospective COB		DCS Only	
Section IV.B.13.a(4) Retrospective COB		DCS Only	
Section IV.B.13.b Retrospective COB		DCS Only	
Section IV.B.14 Utilization Management	DCS & NYSIF		
Mandatory Generic Substitution at Retail and Mail			
Section IV.B.14.a MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(1) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(2) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(3) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(a) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(b) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(c) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(d) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(e) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(f) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(4)(g) MGS at Retail & Mail		DCS Only	
Section IV.B.14.a(5) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(6) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(7) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(8) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.a(9) MGS at Retail & Mail		DCS Only	
Section IV.B.14.b MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.b(1) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.b(2) MGS at Retail & Mail	DCS & NYSIF		
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Section IV.B.14.b(5) MGS at Retail & Mail	DCS & NYSIF		
Section IV.B.14.b(6) MGS at Retail & Mail		DCS Only	
Mandatory Generic Substitution Appeal Process			
Section IV.B.14.a MGS Appeal Process		DCS Only	
Section IV.B.14.a(1) MGS Appeal Process		DCS Only	
Section IV.B.14.a(2) MGS Appeal Process		DCS Only	
Section IV.B.14.a(3) MGS Appeal Process		DCS Only	

Section IV.B.14.a(4) MGS Appeal Process		DCS Only	
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Section IV.B.14.b MGS Appeal Process		DCS Only	
Section IV.B.14.b(1) MGS Appeal Process		DCS Only	
Section IV.B.14.b(1)(a) MGS Appeal Process		DCS Only	
Section IV.B.14.b(1)(b) MGS Appeal Process		DCS Only	
Section IV.B.14.b(1)(c) MGS Appeal Process		DCS Only	
Section IV.B.14.b(1)(d) MGS Appeal Process		DCS Only	
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Section IV.B.14.b(2) MGS Appeal Process		DCS Only	
Section IV.B.15 Clinical Management / DUR	DCS & NYSIF		
Prior Authorization			
Section IV.B.15.a Prior Authorization	DCS & NYSIF		
Section IV.B.15.a(1) Prior Authorization	DCS & NYSIF		
Section IV.B.15.a(2) Prior Authorization		DCS Only	
Section IV.B.15.a(3) Prior Authorization	DCS & NYSIF		
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Section IV.B.15.a(5) Prior Authorization	DCS & NYSIF		
Section IV.B.15.a(6) Prior Authorization		DCS Only	
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Section IV.B.15.b Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(a) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(b) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(c) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(d) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(e) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(1)(f) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(2) Prior Authorization	DCS & NYSIF		
Section IV.B.15.b(3) Prior Authorization	DCS & NYSIF		
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Section IV.B.15.a Concurrent DUR	DCS & NYSIF		
Section IV.B.15.a(1) Concurrent DUR	DCS & NYSIF		
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Section IV.B.15.b(1) Concurrent DUR	DCS & NYSIF		
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Section IV.B.15.b(3) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(3)(a) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(3)(a)(i-x) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(3)(b) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(4) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(4)(a) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(4)(a)(i-iii) Concurrent DUR	DCS & NYSIF		
Section IV.B.15.b(5) Concurrent DUR	DCS & NYSIF		
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Retrospective DUR Program			
Section IV.B.15.a Retrospective DUR		DCS Only	
Section IV.B.15.a(1) Retrospective DUR		DCS Only	
Section IV.B.15.a(2) Retrospective DUR		DCS Only	
Section IV.B.15.a(3) Retrospective DUR		DCS Only	
Section IV.B.15.b Retrospective DUR		DCS Only	

Section IV.B.15.b(1) Retrospective DUR		DCS Only	
Section IV.B.15.b(2) Retrospective DUR		DCS Only	
Section IV.B.15.b(3) Retrospective DUR		DCS Only	
Section IV.B.15.b(4) Retrospective DUR		DCS Only	
Section IV.B.15.b(5) Retrospective DUR		DCS Only	
Section IV.B.15.b(6) Retrospective DUR		DCS Only	
Section IV.B.15.b(7) Retrospective DUR		DCS Only	
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Section IV.B.15 Physician Education	DCS & NYSIF		
Section IV.B.15.a Physician Education	DCS & NYSIF		
Section IV.B.15.a(1) Physician Education	DCS & NYSIF		
Section IV.B.15.a(2) Physician Education	DCS & NYSIF		
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Section IV.B.15.b Physician Education	DCS & NYSIF		
Section IV.B.15.b(1) Physician Education	DCS & NYSIF		
Section IV.B.15.b(2) Physician Education	DCS & NYSIF		
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Section IV.B.15.b(4) Physician Education	DCS & NYSIF		
Section IV.B.15.b(5) Physician Education	DCS & NYSIF		
Section IV.B.15.b(6) Physician Education	DCS & NYSIF		
Section IV.B.15.b(7) Physician Education	DCS & NYSIF		
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Section IV.B.15.a Patient Education		DCS Only	
Section IV.B.15.a(1) Patient Education		DCS Only	
Section IV.B.15.a(1)(a) Patient Education		DCS Only	
Section IV.B.15.a(1)(b) Patient Education		DCS Only	
Section IV.B.15.a(1)(c) Patient Education		DCS Only	
Section IV.B.15.a(1)(d) Patient Education		DCS Only	
Section IV.B.15.a(2) Patient Education		DCS Only	
Section IV.B.15.a(2)(a) Patient Education		DCS Only	
Section IV.B.15.a(2)(b) Patient Education		DCS Only	
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Section IV.B.15.b(1)(a) Patient Education		DCS Only	
Section IV.B.15.b(1)(b) Patient Education		DCS Only	
Section IV.B.15.b(1)(c) Patient Education		DCS Only	
Section IV.B.15.b(1)(d) Patient Education		DCS Only	
Section IV.B.15.b(1)(e) Patient Education		DCS Only	
Section IV.B.15.b(2) Patient Education		DCS Only	
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Section IV.B.16.b(6) PDL Development & Mgmt for DCS		DCS Only	
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Section IV.B.16.b(3) PDL Development &Mgmt for NYSIF			NYSIF Only
Section IV.B.16.b(4) PDL Development &Mgmt for NYSIF			NYSIF Only
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Section IV.B.16.b(6) PDL Development &Mgmt for NYSIF			NYSIF Only
Voluntary Drug Recalls, Withdrawals and Lawsuits			
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Section V.C.6.a(2) Mail Service Brand Name Drug Pricing	DCS & NYSIF		
Section V.C.6.b Mail Service Brand Name Drug Pricing	DCS & NYSIF		
Section V.C.6.c Mail Service Brand Name Drug Pricing	DCS & NYSIF		
Mail Service Pharmacy Process – Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.a Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.a(1) Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.a(2) Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.a(3) Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.a(4) Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.b Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.c Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.c(1) Mail Service Generic Drug Pricing	DCS & NYSIF		
Section V.C.6.c(2) Mail Service Generic Drug Pricing	DCS & NYSIF		
Mail Service Pharmacy Process –Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.a Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.a(1) Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.a(2) Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.a(3) Mail Service Compound Drug Pricing	DCS & NYSIF		

Section V.C.6.a(4) Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.b Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.6.c Mail Service Compound Drug Pricing	DCS & NYSIF		
Section V.C.7 Enrollee Submitted Claims		DCS Only	
Section V.C.7.a Enrollee Submitted Claims		DCS Only	
Section V.C.7.a(1) Enrollee Submitted Claims		DCS Only	
Section V.C.7.a(2) Enrollee Submitted Claims		DCS Only	
Section V.C.7.a(3) Enrollee Submitted Claims		DCS Only	
Section V.C.7.a(4) Enrollee Submitted Claims		DCS Only	
Section V.C.7.a(5) Enrollee Submitted Claims			NYSIF Only
Section V.C.7.b Enrollee Submitted Claims		DCS Only	
Section V.C.8 Non-Network Pharmacy Submitted Claims			NYSIF Only
Section V.C.8.a Non-Network Pharmacy Submitted Claims			NYSIF Only
Section V.C.8.a(1) Non-Network Pharmacy Submitted Claims			NYSIF Only
Section V.C.8.a(2) Non-Network Pharmacy Submitted Claims			NYSIF Only
Section V.C.8.b Non-Network Pharmacy Submitted Claims			NYSIF Only
Section V.C.9 Dispensing Fee	DCS & NYSIF		
Section V.C.9.a Dispensing Fee	DCS & NYSIF		
Section V.C.9.a(1) Dispensing Fee	DCS & NYSIF		
Section V.C.9.a(2) Dispensing Fee	DCS & NYSIF		
Section V.C.9.a(3) Dispensing Fee	DCS & NYSIF		
Section V.C.9.a(4) Dispensing Fee	DCS & NYSIF		
Section V.C.9.a(5) Dispensing Fee	DCS & NYSIF		
Section V.C.9.b Dispensing Fee	DCS & NYSIF		
Section V.C.9.c Dispensing Fee	DCS & NYSIF		
Section V.C.9.c(1) Dispensing Fee	DCS & NYSIF		
Section V.C.9.c(2) Dispensing Fee	DCS & NYSIF		
Section V.C.9.c(3) Dispensing Fee	DCS & NYSIF		
Section V.C.10 Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(1) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(2) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(3) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(4) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(5) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(6) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(7) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.a(8) Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.b Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.10.c Specialty Pharmacy Program Pricing	DCS & NYSIF		
Section V.C.11 Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(1) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(2) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(3) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(4) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(5) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(6) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(7) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(8) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(a) Pharma Revenue Guarantee	DCS & NYSIF		

Section V.C.11.a(9)(b) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(c) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(d) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(e) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(f) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.a(9)(g) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.b Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.c Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.c(1) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.11.c(2) Pharma Revenue Guarantee	DCS & NYSIF		
Section V.C.12 Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(1) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(2) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(3) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(4) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(5) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(6) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.a(7) Claims Administration Fees	DCS & NYSIF		
Section V.C.12.b Claims Administration Fees	DCS & NYSIF		
Section V.C.12.c Claims Administration Fees	DCS & NYSIF		
Section V.C.13 Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(1) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(2) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(3) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(4) Financial Structure & Timing of Transactions		DCS Only	
Section V.C.13.a(5) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(6) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(6)(a)Financial Structure &Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(6)(b)Financial Structure &Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(6)(c)Financial Structure &Timing of Transactions	DCS & NYSIF		
Section V.C.13.a(7) Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.b Financial Structure & Timing of Transactions	DCS & NYSIF		
Section V.C.13.b(1) Financial Structure & Timing of Transactions	DCS & NYSIF		

DCS and NYSIF Prescription Drug Programs
Proposed Claim Reimbursement Quote
1/1/2014 - 12/31/2018

		Proposed Ingredient Cost Discount		Proposed Dispensing Fee Per Claim
Retail Pharmacy Network				
Brand Name Drugs (1)	Minimum Guaranteed Discount:		Maximum Guaranteed Dispensing Fee:	
Generic Drugs (2)	Minimum Guaranteed Discount:		Maximum Guaranteed Dispensing Fee:	
Compounds (3)			Maximum Guaranteed Dispensing Fee:	
Mail Service Pharmacy Process				
Brand Name Drugs (4)	Guaranteed Discount:		Guaranteed Dispensing Fee:	
Generic Drugs (5)	Minimum Guaranteed Discount:	Same as Retail	Guaranteed Dispensing Fee:	
Compounds (6)			Guaranteed Dispensing Fee:	
Specialty Pharmacy Program				
Specialty Drugs (7)	Guaranteed Discount:			Quote Dispensing Fees in Exhibit V.D.

Compound Drug Pricing Methodology(ies) (8)

Propose a pricing methodology(ies)

Source of Therapeutic Category

Provide the source of the therapeutic category classification system you use for preferred drug list development.

If different, specify the source of the category classification system utilized in negotiating pharma revenue agreements.

(1) Brand Name Drugs dispensed in a Retail Pharmacy Network shall be billed to the Programs using Lesser of Logic, incorporating pass-through pricing contracted with the dispensing pharmacy. Enter the Offeror's Minimum Guaranteed Discount off AWP for Brands and the Maximum Guaranteed Dispensing Fee for Brands. The amounts quoted will be subject to an annual reconciliation to verify that the Minimum Guaranteed Discount and Maximum Guaranteed Dispensing Fee are achieved.

(2) Generic Drugs dispensed in a Retail Pharmacy Network shall be billed to the Programs using Lesser of Logic, incorporating the Programs MAC list for Retail and Mail Service Pharmacies and pass-through pricing contracted with the dispensing pharmacy. Enter the Offeror's Minimum Guaranteed Discount off AWP for Generics and the Maximum Guaranteed Dispensing Fee for Generics. The amounts quoted will be subject to an annual reconciliation to verify that the Minimum Guaranteed Discount and Maximum Guaranteed Dispensing Fee are achieved. The Minimum Guaranteed Discount reconcilation will be combined for Retail and Mail Service Pharmacy dispensed Generic Drugs.

(3) Compound Drugs dispensed in a Retail Pharmacy Network shall be billed to the Programs using Lesser of Logic, incorporating pass-through pricing contracted with the dispensing pharmacy. Enter the Offeror's Maximum Guaranteed Dispensing Fee for Compounds. The amount quoted will be subject to an annual reconciliation to verify that the Maximum Guaranteed Dispensing Fee is achieved. Compound Drug ingredient costs will be priced using the Offeror's proposed pricing methodology , as set forth on this Exhibit V.A

(4) Brand Name Drugs dispensed in a Mail Service Pharmacy shall be billed to the Programs using Lesser of Logic, incorporating guaranteed contracted pricing. Enter the Offeror's Guaranteed Discount off AWP for Brands and the Guaranteed Dispensing Fee for Brands.

(5) Generic Drugs dispensed in a Mail Service Pharmacy shall be billed to the Programs using Lesser of Logic, incorporating the Programs MAC list for Retail and Mail Service Pharmacies and guaranteed contracted pricing. The Offeror's Minimum Guaranteed Discount off AWP for Generics must be the same as the amount quoted for Retail Network Pharmacies (footnote 2). The Minimum Guaranteed Discount reconciliation will be combined for Retail and Mail Service Pharmacy dispensed Generic Drugs. Enter the Guaranteed Dispensing Fee for Generics.

(6) Compound Drugs dispensed in a Mail Service Pharmacy shall be billed to the Programs using Lesser of Logic, incorporating guaranteed contracted pricing. Enter the Offeror's Guaranteed Dispensing Fee for Compounds. Compound Drug ingredient costs will be priced using the Offeror's proposed pricing methodology , as set forth on this Exhibit V.A

(7) SpecialtyDrugs dispensed through the Specialty Pharmacy Program shall be billed to the Program using Lesser of Logic, incorporating guaranteed contracted pricing. Enter the Offeror's Guaranteed Discount off AWP for Specialty Drugs dispensed through the Specialty Pharmacy Program. The Offeror may propose a guaranteed contracted dispensing fee, on an NDC basis, for each drug proposed to be included in the Specialty Pharmacy Program on Exhibit V.D.

(8) The Offeror must propose a pricing methodology(ies) utilizing "pass through pricing" to be applied to retail and mail service pharmacy process compound drug claims that meet the Programs' definition of a compound drug as defined in the glossary, Section VIII. Offeror's may propose multiple pricing methodologies utilizing "pass through pricing" for the Procuring Agencies' review and selection.

DCS and NYSIF Prescription Drug Programs
Re-pricing Instructions for Offeror's Re-Priced Claims File

In support of the Offeror's proposed claim reimbursement quote presented in Exhibit V.A and V.D and in accordance with Section V of the RFP, each Offeror is required to present the effect of the Offeror's proposed AWP discount and dispensing fees on **DCS Program** drug claims paid during the period 11/12/2010 through 10/28/2011. Use the claim data file available to Offerors in accordance with Section III. PART G of this RFP (containing 1 record for each DCS Program drug claim paid during the 12 month period ending 10/28/2011), to re-price each prescription using your proposed reimbursement formula(e) for the Programs. In doing so, please assume:

1. All prescriptions are filled February 1, 2012; therefore, the AWP in effect on February 1, 2012 should be used;

2. All prescriptions are filled for the same enrollee type with the same drug, dosage, strength and quantity identified by the NDC and claim data file; do not assume any changes;

3. All prescriptions are filled at the same pharmacy indicated by the NPI; do not assume any changes, with the exception of prescriptions filled at the Mail Service Pharmacy or the Specialty Pharmacy; and

4. All re-priced claims should not be adjusted for sales tax or coordination of benefit savings.

Note: In order to simplify this re-pricing request, we have eliminated all the records associated with reversals, compound drugs, zero quantity claims, coordination of benefits claims, VA hospital claims and NYS Medicaid Program claims.

The Offeror is required to submit a re-priced claims file with their Cost Proposal using the Layout Specifications detailed in Exhibit V.B.1. The re-priced claims file should report the claims data originally provided by the Department along with the following nine additional fields at the end of each record:

Field 1 **Pharmacy Type**: Based on the Offeror's proposed Pharmacy Network and composition of drugs included in the Specialty Pharmacy Program, as well as the Pharmacy NPI and Specialty Program Participation Indicator included in the claims data file, code each record with one of the five pharmacy types: R = Retail Network Pharmacy, M = Mail Service Pharmacy, D = Direct Submit (Enrollee) Claim, N = Non-network Pharmacy), S = Specialty Pharmacy.

First, for all drugs proposed for the Specialty Pharmacy Program, the Offeror should enter "S" if the Specialty Program Participation Indicator (SPPI) is coded with "Y"; if SPPI is coded with N, then enter "M" in Field 1 if the NPI is one of the numbers below or "R" if the pharmacy is a participating retail pharmacy in your proposal.

For all other prescriptions (non-specialty), the Offeror should enter "M" in Field 1 if the NPI is one of the codes of the numbers below. For Direct Submit claims as indicated by the code "E" in the Provider_Class field, the Offeror should enter "D."

DCS Program and NYSIF Program PRESCRIPTION DRUG PROGRAM
Re-pricing Instructions for Offeror's Re-Priced Claims File

Field 1 (continued) — For the remaining prescriptions, the Offeror should enter "R" if the pharmacy is a participating retail network pharmacy proposed by the Offeror or enter "N" if the pharmacy is not a participating retail network pharmacy proposed by the Offeror.

Claims with the following Pharmacy NPI numbers are considered to be Mail Service Pharmacy Claims if the claim is not a Specialty Pharmacy Claim: 1275740474, 1346208949, 1417915653, 1528275724, 1548282510, 1972710176, 1184672883, 1184675910, 1205885175, 1407807191, 1710933007.

Field 2 **Drug Type:** Based on the Offeror's proposed composition of the Flexible Formulary and the NDC of the drug included in the claims data file, code each record with one of the four drug types: 1 = Generic Rx, 2 = Preferred Brand Rx, 3 = Non Preferred Brand Rx, 4 = Excluded Rx**.**

Field 3 **Therapeutic Category For Formulary:** For each claim record, enter the therapeutic category for the drug. The therapeutic category should be consistent with the category used in the development of the submitted formulary.

Field 4 **AWP:** For each claim record, enter the AWP for the dispensed drug as of February 1, 2012, using the Offeror's proposed source of AWP (Redbook or MediSpan).

Field 5 **Ingredient Cost:** Based on the Offeror's proposed Pharmacy Network and composition of drugs included in the Specialty Pharmacy Program, as well as the Pharmacy NPI and Specialty Program Participation Indicator included in the claims data file, enter the Offeror's proposed Ingredient Cost for the dispensed drug, following the instructions below:

For proposed Pharmacies in your Retail Network, price all Brand drugs using the proposed pass-through pricing contracted with the Pharmacy. For Mail Service Pharmacy, price all Brand drugs using the proposed guaranteed AWP discounts for Brands. For Specialty Pharmacy, price all Brand drugs using the proposed guaranteed AWP discounts for Specialty Drugs.

For proposed Pharmacies in your Retail Network, price all Generic drugs using the pass-through pricing in the Offeror's proposed Program MAC list, or if the Generic drug is not MAC'd, the contracted AWP discount for Brands. For Mail Service Pharmacy, price all Generic drugs using the pass-through pricing in the Offeror's proposed Program MAC list, or if the Generic Drug is not MAC'd, the proposed guaranteed AWP discount for Brands. For Specialty Pharmacy, price all Generic drugs using the proposed guaranteed AWP discount for Specialty Drugs.

DCS Program and NYSIF Program PRESCRIPTION DRUG PROGRAM
Re-pricing Instructions for Offeror's Re-Priced Claims File

Field 5 (continued) — For Pharmacies that are not in your proposed Retail Network, price all Generics using the Minimum Guaranteed Discount proposed for all retail Generics. Price all Brands using the Minimum Guaranteed Discount proposed for all retail Brands.

Field 6 **Dispensing Fee:** Based on the Pharmacy Type identified in Field 1 (above) as well as the NYS Generic Brand Code and NDC of the drug included in the claims data file, enter the Offeror's proposed dispensing fee, following the instructions below:

For Pharmacy Type R, enter the Offeror's proposed pass-through dispensing fee contracted with the Pharmacy. For Pharmacy Type M, enter the Offeror's proposed guaranteed dispensing fee applicable to Brand or Generic drugs. For Pharmacy Type D or N, enter the Offeror's proposed Maximum Guaranteed Dispensing Fee applicable to Brand or Generic drugs. For Pharmacy Type S, enter the Offeror's proposed guaranteed dispensing fee applicable to the specific Specialty Drug.

Field 7 **Co-payment:** Based on the Pharmacy Type identified in Field 1 and the Drug Type identified in Field 2 (above) as well as the three level benefit design of the Program specified in Exhibit II.C, enter the applicable co-payment. If the Total Claim Cost [Ingredient Cost (Field 5) plus Dispensing Fee (Field 6)] for any claim is less than the Plan co-payment amount, enter the Total Claim Cost. When the drug dispensed meets the criteria for generic enforcement as set forth in the RFP, enter the Level 3 (non-preferred) copayment amount, excluding any ancillary charge.

Field 8 **Therapeutic Category For Pharma Revenue Agreements:** Enter the therapeutic Pharma Revenue classification system for negotiating pharma revenue agreements for each drug.

Field 9 **GPI:** Offerors proposing to use Medispan as the source of AWP in Field 4 (above), enter the Medispan Generic Product Indicator (GPI) associated with the NDC dispensed. If proposing to use Redbook as the source of AWP in Field 4 and FDB for other prescription drug classification indices, leave this Field 9 blank.

(Amended April 27, 2012)

DCS and NYSIF Prescription Drug Programs
Layout Specifications for Exhibit V.B.2 Offeror's Re-Priced Claims Files

Purpose: To define data layout specifications for Offerors' Re-Priced Claims Files (based on DCS Program claim data only), submitted with their Cost Proposal as Exhibit V.B.2. This layout contains the claims data fields originally provided by the Procuring Agencies, along with the following nine additional fields at the end of each record that are to be filled out by the Offeror in accordance with the Re-pricing Instructions set forth in Exhibit V.B:

Field 1: Pharmacy Type
Field 2: Drug Type
Field 3: Therapeutic Category For Formulary
Field 4: AWP
Field 5: Ingredient Cost
Field 6: Dispensing Fee
Field 7: Co-payment
Field 8: Therapeutic Category for Pharma Revenue Agreements
Field 9: Generic Product Indicator (GPI)

Note: The last 9 fields listed in this layout contain the required field format, field length, and definitions of field values for Fields 1 through 9 above.

Media: Data files should be provided on CD and labeled as Exhibit V.B2 with the Offeror's name.

Format: Flat file format; (text file, ~~comma delimited~~ pipe delimited) **(Comma delimited criteria deleted 4/27/12 and pipe delimited criteria added 4/27/12)**

NOTE: As specified in Section III.G, a data file of NYSIF Program claims for the period November 1, 2010 through November 1, 2011 in the following format is provided for informational purposes to those Offeror's that request said file. Do not submit a Re-Price claims file for the NYSIF Program claims data.

NYS Dept of Civil Service Field Name	*Name of Field*	*Field Format*	*Field Length*	*Definition of Field Value/Comments*
DATE_OF_SERVICE	**Date of service (DOS)**	Text	8	Date of Service for the dispensed drug. Format = *CCYYMMDD*
NDC	**NDC**	Text	11	NDC for the drug dispensed
PRODUCT_NAME	**Product name**	Text	70	The name for the drug dispensed based on the manufacturing code, product code and package code

(Amended April 27, 2012)

NYS Dept of Civil Service Field Name	*Name of Field*	*Field Format*	*Field Length*	*Definition of Field Value/Comments*
NEW_REFILL_CD	**New/Refill code**	Text	2	Indicator that identifies if the prescription was new or a refill on the drug dispensed. **00** = New script **01 -99** = Refill Number
QUANTITY_DISPENSED	**Quantity Dispensed**	Number	(13,3)	Metric quantity for the drug dispensed. Format is a right-justified numeric field up to 13 total positions including a decimal point and up to 3 characters after the decimal point. Examples: Value of 180 will show as **180** Value of 30.5 will show as **30.5** Value of 1.258 will show as **1.258**
DAYS_SUPPLY	**Days Supply**	Number	(4,0)	Days supply for the drug dispensed. Format is right-justified numeric field. Examples: Value of 120 will show as **120** Value of 90 will show as **90** Value of 2 will show as **2**
DATE_OF_BIRTH	**Date of Birth**	Text	8	Date of birth for the member. Format = *CCYYMMDD*
~~**MEMBER_SUBSCRIBER_ID**~~ **(Field deleted on 3-8-12 – DCS file only)**	~~**Member Subscriber Id**~~	~~Text~~	~~9~~	~~Nine character encrypted member subscriber id.~~
PART_B_INDICATOR **(Field added on 3-8-12 - DCS file only)**	**Part B Indicator**	Text	1	**Y** = Member had Medicare Part B primary coverage on claim adjudication date **N** = Member did not have Medicare Part B primary coverage on claim adjudication date **("N" added on 3-9-12)**
PERSON_CD	**Person Code**	Text	2	Person code that claim processed against
BENEFIT_PROGRAM	**Benefit Program**	Text	3	Member's Benefit Program indicator

(Amended April 27, 2012)

NYS Dept of Civil Service Field Name	*Name of Field*	*Field Format*	*Field Length*	*Definition of Field Value/Comments*
SPECIALTY PROGRAM PARTICIPATION INDICATOR	**Specialty Program Participation Indicator**	Text	1	**Y** = Member participates in the Specialty Pharmacy Program **N** = Member does not participate in Specialty Pharmacy Program
PRODUCT_SELECTION_DAW_CD	**DAW code**	Text	1	Drug Dispensed As Written **0** = None indicated **1** = Physician prescribed brand **2** = Physician allowed substitution, patient selected brand **3** = Physician allowed substitution , pharmacist substituted brand **4** = No generic available **5** = Brand was dispensed as generic **6** = Override **7** = Substitution not allowed - brand drug mandated by law **8** = Substitution allowed - generic drug not available in marketplace **9** = Other
PHARMACY_NPI	**Pharmacy NPI**	Text	10	Unique number assigned to the dispensing pharmacy from the National Council for Prescription Drug Programs.
GCN	**Generic Code Number**	Text	5	The (First Data Bank) generic code number associated with the NDC dispensed.
PROVIDER_CLASS	**Provider Class**	Text	3	Provider Class: **E** = Direct Member Submit **F** = Retail **P** = Mail Order
CLAIM_STATUS	**Claim Status**	Text	1	Claim status for the claim **P** = Paid
NYS_GENERIC_BRAND_CD	**NYS Generic Brand Code**	Text	1	The NYS brand/generic product indicator for the pharmacy submitted drug **0** = Brand **1** = Generic

(Amended April 27, 2012)

NYS Dept of Civil Service Field Name	*Name of Field*	*Field Format*	*Field Length*	*Definition of Field Value/Comments*
PROVIDER_ZIP_CD	**Provider Zip Code**	Text	5	Pharmacy Zip Code
BILL_DATE	**Bill Date**	Text	8	Date that the claim was billed to the client. Format = *CCYYMMDD*
ROW_NUMBER	**Row Number**	Number	(8,0)	Row number assigned sequentially. Format is right-justified numeric field. Example: Value of 234567 will show as **234567**
PHARMACY_TYPE (Field 1)	**Pharmacy Type**	Text	1	**R** = Retail Network Pharmacy **M** = Mail Service Pharmacy **D** = Direct Submit (Enrollee) Claim **N** = Non-network Pharmacy **S** = Specialty (See Instructions)
DRUG_TYPE (Field 2)	**Drug Type**	Text	1	**1** = Generic Rx **2** = Preferred Brand Rx **3** = Non Preferred Brand Rx **4** = Excluded Rx
THER_CAT_FORM (Field 3)	**Therapeutic Category For Formulary**	Text	100	For each drug, provide the same level of therapeutic classification detail used in the development of the submitted formulary.
AWP (Field 4)	**AWP**	Number	(13,5)	AWP for dispensed Rx as of 4/1/11. Format is right-justified numeric field, totaling 13 positions including a decimal point and up to 5 positions after the decimal point. Examples: Value of $1.22095 should be coded as **1.22095** Value of $288.50 should be coded as **288.5** Value of $30.12345 should be coded as **30.12345**

(Amended April 27, 2012)

NYS Dept of Civil Service Field Name	*Name of Field*	*Field Format*	*Field Length*	*Definition of Field Value/Comments*
INGREDIENT_COST (Field 5)	**Ingredient Cost**	Number	(11,2)	Ingredient cost of the dispensed drug, as calculated using the re-pricing instructions included in Exhibit V.B. Format is right-justified numeric field totaling 11 positions including a decimal point and up to 2 positions after the decimal point. Examples: Value of $1028.61 should be coded as **1028.61** Value of $131.00 should be coded as **131** Value of $22.69 should be coded as **22.69** Value of $1.55 should be coded as **1.55** Value of .85 should be coded as **.85**
DISPENSING_FEE (Field 6)	**Dispensing Fee**	Number	(8,2)	Dispensing fee of the dispensed drug, as calculated using the re-pricing instructions included in Exhibit V.B. Format is right-justified numeric totaling 8 positions including a decimal point and up to 2 positions after the decimal point. Examples: Value of $16.50 should be coded as **16.50** Value of $1.65 should be coded as **1.65** Value of .65 should be coded as **.65**
CO_PAYMENT (Field 7)	**Co-Payment**	Number	(8,2)	Copayment of the dispensed drug, as calculated using the re-pricing instructions included in Exhibit V.B. Format is right-justified numeric field totaling 8 positions, including a decimal point and up to 2 positions after the decimal point. Examples: Value of $30.00 should be coded as **30** Value of $17.31 should be coded as **17.31** Value of $5.00 should be coded as **5** Value of zero should be coded as **0**
THER_CAT_PHARMA (Field 8)	**Therapeutic Category for Pharma Revenue Agreements**	Text	100	Therapeutic classification system used for negotiating pharma revenue agreements for each drug.
GPI (Field 9)	**Generic Product Indicator**	Text	14	If proposing to use Medispan as the source of AWP in Field 4, fill in the Generic Product Indicator associated with the NDC dispensed. If using Red Book as the source of the AWP in Field 4, leave this field blank.

DCS and NYSIF Prescription Drug Programs
Offeror's Repriced Claim Files

In support of the Offeror's proposed claim reimbursement quotes, Offerors are required to provide their Re-priced Claim File, Exhibit V.B.2 in strict accordance with the Re-pricing Instructions and Layout Specifications found in Exhibits V.B and V.B.1 of this RFP.

For use in preparing Exhibit V.B.2, DCS has produced Claims Data Files containing claims paid for the period 11/12/10 – 10/28/11 for Prospective Offerors that can be obtained by following the instructions and meeting the requirements specified in Section III.G of this RFP.

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
01100010112070	Penicillin G Potassium Inj 60000 Unit/ML in Dextrose			
01100040100310	Penicillin V Potassium Tab 250 MG			
01100040100315	Penicillin V Potassium Tab 500 MG			
01100040102105	Penicillin V Potassium For Soln 125 MG/5ML			
01100040102110	Penicillin V Potassium For Soln 250 MG/5ML			
01200010100105	Amoxicillin (Trihydrate) Cap 250 MG			
01200010100110	Amoxicillin (Trihydrate) Cap 500 MG			
01200010100303	Amoxicillin (Trihydrate) Tab 500 MG			
01200010100315	Amoxicillin (Trihydrate) Tab 875 MG			
01200010100505	Amoxicillin (Trihydrate) Chew Tab 125 MG			
01200010100508	Amoxicillin (Trihydrate) Chew Tab 200 MG			

Exhibit V.C instructions: Submit on a CD (for Offerors proposing to use Medispan related to generic drug pricing)

1) For each GPI provide the proposed Empire Plan MAC List for Retail and Mail Service Pharmacy unit cost as of 4/1/2011 in the Retail and Mail Service Pharmacy MAC Unit Cost column. These figures should support the Offeror's proposed guaranteed minimum discounts off the aggregate AWP for all generic drugs dispensed by Retail and Mail Service Pharmacies for the Program.

2) For each GPI indicate with a "Y" (yes) or "N" (no) whether the MAC price is applicable to all NDCs within the GPI, including any brand NDC in the GPI.

3) If any NDCs within a GPI are exempted from MAC pricing for reasons other than being B-rated or unrated, list the GPI, all excluded NDCs and drug names and the reason for the exclusion in a separate worksheet labeled "excluded NDCs".

4) For each GPI indicate with a "Y" (yes) or "N" (no) whether a therapeutically equivalent generic (A-rated or Authorized) is available.

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
01200010100510	Amoxicillin (Trihydrate) Chew Tab 250 MG			
01200010100516	Amoxicillin (Trihydrate) Chew Tab 400 MG			
01200010101910	Amoxicillin (Trihydrate) For Susp 125 MG/5ML			
01200010101913	Amoxicillin (Trihydrate) For Susp 200 MG/5ML			
01200010101915	Amoxicillin (Trihydrate) For Susp 250 MG/5ML			
01200010101924	Amoxicillin (Trihydrate) For Susp 400 MG/5ML			
01200020200105	Ampicillin Cap 250 MG			
01200020200110	Ampicillin Cap 500 MG			
01200020201915	Ampicillin For Susp 250 MG/5ML			
01200020302120	Ampicillin Sodium For Inj 1 GM			
01200020302122	Ampicillin Sodium For IV Soln 1 GM			
01200020302125	Ampicillin Sodium For Inj 2 GM			
01300020100110	Dicloxacillin Sodium Cap 250 MG			
01300020100115	Dicloxacillin Sodium Cap 500 MG			
01300040102118	Nafcillin Sodium For IV Soln 2 GM			
01300040102125	Nafcillin Sodium For Inj 10 GM			
01300050102120	Oxacillin Sodium For Inj 2 GM			
01300050102130	Oxacillin Sodium For Inj 10 GM			
01990002200310	Amoxicillin & K Clavulanate Tab 250-125 MG			
01990002200320	Amoxicillin & K Clavulanate Tab 500-125 MG			
01990002200340	Amoxicillin & K Clavulanate Tab 875-125 MG			
01990002200515	Amoxicillin & K Clavulanate Chew Tab 200-28.5 MG			
01990002200535	Amoxicillin & K Clavulanate Chew Tab 400-57 MG			
01990002201915	Amoxicillin & K Clavulanate For Susp 200-28.5 MG/5ML			
01990002201935	Amoxicillin & K Clavulanate For Susp 400-57 MG/5ML			
01990002201960	Amoxicillin & K Clavulanate For Susp 600-42.9 MG/5ML			
02100010000105	Cefadroxil Cap 500 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
02100010000305	Cefadroxil Tab 1 GM			
02100010001910	Cefadroxil For Susp 250 MG/5ML			
02100010001915	Cefadroxil For Susp 500 MG/5ML			
02100015102110	Cefazolin Sodium For Inj 500 MG			
02100015102115	Cefazolin Sodium For Inj 1 GM			
02100015102125	Cefazolin Sodium For Inj 10 GM			
02100015112010	Cefazolin in D5W Inj 1 GM/50ML			
02100020000105	Cephalexin Cap 250 MG			
02100020000110	Cephalexin Cap 500 MG			
02100020000310	Cephalexin Tab 250 MG			
02100020000315	Cephalexin Tab 500 MG			
02100020001910	Cephalexin For Susp 125 MG/5ML			
02100020001915	Cephalexin For Susp 250 MG/5ML			
02200040000105	Cefaclor Cap 250 MG			
02200040000110	Cefaclor Cap 500 MG			
02200040001905	Cefaclor For Susp 125 MG/5ML			
02200040001907	Cefaclor For Susp 187 MG/5ML			
02200040001910	Cefaclor For Susp 250 MG/5ML			
02200040001915	Cefaclor For Susp 375 MG/5ML			
02200040107430	Cefaclor Monohydrate Tab SR 12HR 500 MG			
02200062000320	Cefprozil Tab 250 MG			
02200062000330	Cefprozil Tab 500 MG			
02200062001910	Cefprozil For Susp 125 MG/5ML			
02200062001920	Cefprozil For Susp 250 MG/5ML			
02200065050310	Cefuroxime Axetil Tab 250 MG			
02200065050315	Cefuroxime Axetil Tab 500 MG			
02300065100320	Cefpodoxime Proxetil Tab 100 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
02300065100330	Cefpodoxime Proxetil Tab 200 MG			
02300075102105	Cefotaxime Sodium For Inj 1 GM			
02300080002110	Ceftazidime For Inj 1 GM			
02300080002115	Ceftazidime For Inj 2 GM			
02300080002120	Ceftazidime For Inj 6 GM			
02300090102105	Ceftriaxone Sodium For Inj 250 MG			
02300090102110	Ceftriaxone Sodium For Inj 500 MG			
02300090102115	Ceftriaxone Sodium For Inj 1 GM			
02300090102120	Ceftriaxone Sodium For Inj 2 GM			
02300090102125	Ceftriaxone Sodium For Inj 10 GM			
02300090112015	Ceftriaxone Sodium in Dextrose Inj 20 MG/ML			
02300090112020	Ceftriaxone Sodium in Dextrose Inj 40 MG/ML			
02300090132130	Ceftriaxone Sodium for IV Soln 2 GM and Dextrose 2.22%			
03100005000305	Erythromycin Tab 250 MG			
03100005000310	Erythromycin Tab 500 MG			
03100005000610	Erythromycin Tab Delayed Release 333 MG			
03100005002900	Erythromycin Powder			
03100005006720	Erythromycin w/ Delayed Release Particles Cap 250 MG			
03100010100305	Erythromycin Stearate Tab 250 MG			
03100010100310	Erythromycin Stearate Tab 500 MG			
03100030300305	Erythromycin Ethylsuccinate Tab 400 MG			
03100030301810	Erythromycin Ethylsuccinate Susp 200 MG/5ML			
03100030301820	Erythromycin Ethylsuccinate Susp 400 MG/5ML			
03100030301910	Erythromycin Ethylsuccinate For Susp 200 MG/5ML			
03400010000320	Azithromycin Tab 250 MG			
03400010000334	Azithromycin Tab 500 MG			
03400010000340	Azithromycin Tab 600 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
03400010001920	Azithromycin For Susp 100 MG/5ML			
03400010001930	Azithromycin For Susp 200 MG/5ML			
03400010002120	Azithromycin IV For Soln 500 MG			
03400010003020	Azithromycin Powd Pack for Susp 1 GM			
03500010000310	Clarithromycin Tab 250 MG			
03500010000320	Clarithromycin Tab 500 MG			
03500010001910	Clarithromycin For Susp 125 MG/5ML			
03500010001920	Clarithromycin For Susp 250 MG/5ML			
03500010007520	Clarithromycin Tab SR 24HR 500 MG			
04000010100305	Demeclocycline HCl Tab 150 MG			
04000010100310	Demeclocycline HCl Tab 300 MG			
04000020000105	Doxycycline Monohydrate Cap 50 MG			
04000020000110	Doxycycline Monohydrate Cap 100 MG			
04000020000305	Doxycycline Monohydrate Tab 50 MG			
04000020000307	Doxycycline Monohydrate Tab 75 MG			
04000020000310	Doxycycline Monohydrate Tab 100 MG			
04000020100105	Doxycycline Hyclate Cap 50 MG			
04000020100110	Doxycycline Hyclate Cap 100 MG			
04000020100302	Doxycycline Hyclate Tab 20 MG			
04000020100310	Doxycycline Hyclate Tab 100 MG			
04000020102105	Doxycycline Hyclate For Inj 100 MG			
04000020106715	Doxycycline Hyclate Cap DR Particles 75 MG			
04000020106720	Doxycycline Hyclate Cap DR Particles 100 MG			
04000040100105	Minocycline HCl Cap 50 MG			
04000040100107	Minocycline HCl Cap 75 MG			
04000040100110	Minocycline HCl Cap 100 MG			
04000040100305	Minocycline HCl Tab 50 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
04000040100307	Minocycline HCl Tab 75 MG			
04000040100310	Minocycline HCl Tab 100 MG			
04000060100105	Tetracycline HCl Cap 250 MG			
04000060100110	Tetracycline HCl Cap 500 MG			
05000020001920	Ciprofloxacin For Oral Susp 250 MG/5ML (5%) (5 GM/100ML)			
05000020001930	Ciprofloxacin For Oral Susp 500 MG/5ML (10%) (10 GM/100ML)			
05000020100305	Ciprofloxacin HCl Tab 100 MG (Base Equiv)			
05000020100310	Ciprofloxacin HCl Tab 250 MG (Base Equiv)			
05000020100315	Ciprofloxacin HCl Tab 500 MG (Base Equiv)			
05000020100320	Ciprofloxacin HCl Tab 750 MG (Base Equiv)			
05000050000320	Ofloxacin Tab 200 MG			
05000050000330	Ofloxacin Tab 300 MG			
05000050000340	Ofloxacin Tab 400 MG			
07000010102010	Amikacin Sulfate Inj 250 MG/ML			
07000020102037	Gentamicin Sulfate IV Soln 10 MG/ML			
07000020102045	Gentamicin Sulfate Inj 40 MG/ML			
07000020112008	Gentamicin in Saline Inj 0.8 MG/ML			
07000040100305	Neomycin Sulfate Tab 500 MG			
07000040102010	Neomycin Sulfate Soln 25 MG/ML			
07000055100110	Paromomycin Sulfate Cap 250 MG			
07000070102030	Tobramycin Sulfate Inj 40 MG/ML			
08000020000305	Sulfadiazine Tab 500 MG			
08000070000305	Sulfisoxazole Tab 500 MG			
09000040100305	Ethambutol HCl Tab 100 MG			
09000040100310	Ethambutol HCl Tab 400 MG			
09000060000305	Isoniazid Tab 100 MG			
09000060000310	Isoniazid Tab 300 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
09000060001210	Isoniazid Syrup 50 MG/5ML			
09000070000310	Pyrazinamide Tab 500 MG			
09000080000105	Rifampin Cap 150 MG			
09000080000110	Rifampin Cap 300 MG			
11000010002105	Amphotericin B For Inj 50 MG			
11000030101805	Griseofulvin Microsize Susp 125 MG/5ML			
11000030200315	Griseofulvin Ultramicrosize Tab 250 MG			
11000060000305	Nystatin Tab 500000 Unit			
11000060002900	Nystatin Oral Powder			
11404040000310	Ketoconazole Tab 200 MG			
11407015000310	Fluconazole Tab 50 MG			
11407015000320	Fluconazole Tab 100 MG			
11407015000325	Fluconazole Tab 150 MG			
11407015000330	Fluconazole Tab 200 MG			
11407015001910	Fluconazole For Susp 10 MG/ML			
11407015001940	Fluconazole For Susp 40 MG/ML			
11407015012020	Fluconazole in NaCl 0.9% Inj 400 MG/200ML			
11407035000120	Itraconazole Cap 100 MG			
12105015006528	Didanosine Delayed Release Capsule 200 MG			
12105015006535	Didanosine Delayed Release Capsule 250 MG			
12105015006550	Didanosine Delayed Release Capsule 400 MG			
12108085000110	Zidovudine Cap 100 MG			
12108085000330	Zidovudine Tab 300 MG			
12108085001210	Zidovudine Syrup 10 MG/ML			
12200030000120	Ganciclovir Cap 250 MG			
12200030000140	Ganciclovir Cap 500 MG			
12353070000120	Ribavirin Cap 200 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
12353070000320	Ribavirin Tab 200 MG			
12353070000340	Ribavirin Tab 400 MG			
12353070000360	Ribavirin Tab 600 MG			
12353070006320	Ribavirin Tab 400 MG & Ribavirin Tab 600 MG Dose Pack			
12405010000110	Acyclovir Cap 200 MG			
12405010000320	Acyclovir Tab 400 MG			
12405010000330	Acyclovir Tab 800 MG			
12405010001810	Acyclovir Susp 200 MG/5ML			
12405010102120	Acyclovir Sodium For Inj 500 MG			
12405010102130	Acyclovir Sodium For Inj 1000 MG			
12500070100320	Rimantadine Hydrochloride Tab 100 MG			
13000010200305	Chloroquine Phosphate Tab 250 MG			
13000010200310	Chloroquine Phosphate Tab 500 MG			
13000020100305	Hydroxychloroquine Sulfate Tab 200 MG			
13000025100310	Mefloquine HCl Tab 250 MG			
13000030100310	Primaquine Phosphate Tab 26.3 MG			
13000050102900	Quinacrine HCl Powder			
13000060100110	Quinine Sulfate Cap 200 MG			
13000060100120	Quinine Sulfate Cap 325 MG			
13000060100310	Quinine Sulfate Tab 260 MG			
15000010000505	Mebendazole Chew Tab 100 MG			
16000010002110	Bacitracin Intramuscular For Soln 50000 Unit			
16000015002105	Colistimethate Sodium For Inj 150 MG			
16000035000107	Metronidazole Cap 375 MG			
16000035000305	Metronidazole Tab 250 MG			
16000035000310	Metronidazole Tab 500 MG			
16000035112020	Metronidazole in NaCl 0.79% IV Soln 500 MG/100ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16000055000305	Trimethoprim Tab 100 MG			
16000060102105	Vancomycin HCl For Inj 500 MG			
16000060102108	Vancomycin HCl For Inj 1000 MG			
16000060102109	Vancomycin HCl For Inj 5000 MG			
16000060102120	Vancomycin HCl For Inj 10 GM			
16000060102900	Vancomycin HCl Powder			
16100010102105	Polymyxin B Sulfate For Inj 500000 Unit			
16220020100110	Clindamycin HCl Cap 150 MG			
16220020100120	Clindamycin HCl Cap 300 MG			
16220020302030	Clindamycin Phosphate Inj 150 MG/ML			
16220020302035	Clindamycin Phosphate IV Soln 150 MG/ML			
16300010000310	Dapsone Tab 25 MG			
16300010000320	Dapsone Tab 100 MG			
16990002101910	Erythromycin-Sulfisoxazole For Susp 200-600 MG/5ML			
16990002300310	Sulfamethoxazole-Trimethoprim Tab 400-80 MG			
16990002300320	Sulfamethoxazole-Trimethoprim Tab 800-160 MG			
16990002301810	Sulfamethoxazole-Trimethoprim Susp 200-40 MG/5ML			
16990002302010	Sulfamethoxazole-Trimethoprim IV Soln 400-80 MG/5ML			
17200065002205	Pneumococcal Vaccine Polyvalent Inj 25 MCG/0.5ML			
18000020102005	Tetanus Toxoid Fluid Inj 5 LF			
18990002202210	Tetanus-Diphtheria Toxoids (Td) Inj 5-2 LFU			
19100010002200	Hepatitis B Immune Globulin (Human) Inj			
19100020002200	Immune Globulin (Human) Inj			
19100020102120	Immune Globulin (Human) IV For Soln 5 GM			
19100020102130	Immune Globulin (Human) IV For Soln 10 GM			
19100020102135	Immune Globulin (Human) IV For Soln 12 GM			
19100020102205	Immune Globulin (Human) IV Soln 5%			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
21100015002025	Carboplatin IV Soln 10 MG/ML			
21100015002110	Carboplatin IV For Inj 50 MG			
21100015002120	Carboplatin IV For Inj 150 MG			
21100015002140	Carboplatin IV For Inj 450 MG			
21100020002010	Cisplatin Inj 1 MG/ML			
21101020000305	Cyclophosphamide Tab 25 MG			
21101020000310	Cyclophosphamide Tab 50 MG			
21101020002160	Cyclophosphamide Lyophilized For Inj 500 MG			
21101020002165	Cyclophosphamide Lyophilized For Inj 1 GM			
21101025002110	Ifosfamide For Inj 1 GM			
21200010102105	Bleomycin Sulfate For Inj 15 Unit			
21200010102115	Bleomycin Sulfate For Inj 30 Unit			
21200040102010	Doxorubicin HCl Inj 2 MG/ML			
21200040102105	Doxorubicin HCl For Inj 10 MG			
21200040102115	Doxorubicin HCl For Inj 50 MG			
21200050002110	Mitomycin For Inj 20 MG			
21200050002120	Mitomycin For Inj 40 MG			
21200055001310	Mitoxantrone HCl Inj Conc 2 MG/ML			
21300007002010	Cladribine Inj 1 MG/ML			
21300010002010	Cytarabine Inj 20 MG/ML			
21300010002105	Cytarabine For Inj 100 MG			
21300020002105	Floxuridine For Inj 0.5 GM			
21300025102020	Fludarabine Phosphate Inj 25 MG/ML			
21300025102120	Fludarabine Phosphate For Inj 50 MG			
21300030002010	Fluorouracil Inj 50 MG/ML			
21300040000305	Mercaptopurine Tab 50 MG			
21300050100310	Methotrexate Sodium Tab 2.5 MG (Base Equiv)			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
21300050102030	Methotrexate Sodium Inj 25 MG/ML			
21402440000110	Flutamide Cap 125 MG			
21402680100310	Tamoxifen Citrate Tab 10 MG (Base Equivalent)			
21402680100320	Tamoxifen Citrate Tab 20 MG (Base Equivalent)			
21404020100305	Megestrol Acetate Tab 20 MG			
21404020100310	Megestrol Acetate Tab 40 MG			
21404020101810	Megestrol Acetate Susp 40 MG/ML			
21405010102005	Leuprolide Acetate Inj 5 MG/ML			
21405010106407	Leuprolide Acetate Inj Kit 5 MG/ML			
21500010000120	Etoposide Cap 50 MG			
21500010002020	Etoposide Inj 20 MG/ML			
21500012001320	Paclitaxel IV Conc 6 MG/ML			
21500020102005	Vincristine Sulfate IV Soln 1 MG/ML			
21500030102020	Vinblastine Sulfate Inj 1 MG/ML			
21500030102105	Vinblastine Sulfate For Inj 10 MG			
21500050802020	Vinorelbine Tartrate Inj 10 MG/ML			
21700020002110	Dacarbazine For Inj 200 MG			
21700030000105	Hydroxyurea Cap 500 MG			
21754040002140	Dexrazoxane For Inj 500 MG			
21755040100310	Leucovorin Calcium Tab 5 MG			
21755040100325	Leucovorin Calcium Tab 10 MG			
21755040100335	Leucovorin Calcium Tab 15 MG			
21755040100345	Leucovorin Calcium Tab 25 MG			
21755040102030	Leucovorin Calcium Inj 10 MG/ML			
21755040102120	Leucovorin Calcium For Inj 50 MG			
21755040102130	Leucovorin Calcium For Inj 100 MG			
21755040102150	Leucovorin Calcium For Inj 200 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
21755040102160	Leucovorin Calcium For Inj 350 MG			
21755040102170	Leucovorin Calcium For Inj 500 MG			
21758050002010	Mesna Inj 100 MG/ML			
22100010202900	Betamethasone Sodium Phosphate Powder			
22100015100310	Cortisone Acetate Tab 25 MG			
22100020000310	Dexamethasone Tab 0.25 MG			
22100020000315	Dexamethasone Tab 0.5 MG			
22100020000320	Dexamethasone Tab 0.75 MG			
22100020000325	Dexamethasone Tab 1 MG			
22100020000330	Dexamethasone Tab 1.5 MG			
22100020000335	Dexamethasone Tab 2 MG			
22100020000340	Dexamethasone Tab 4 MG			
22100020000345	Dexamethasone Tab 6 MG			
22100020001005	Dexamethasone Elixir 0.5 MG/5ML			
22100020002005	Dexamethasone Soln 0.5 MG/5ML			
22100020006400	Dexamethasone Tab 0.75 MG Dose Pack			
22100020202005	Dexamethasone Sodium Phosphate Inj 4 MG/ML			
22100020202010	Dexamethasone Sodium Phosphate Inj 10 MG/ML			
22100025000310	Hydrocortisone Tab 20 MG			
22100030000310	Methylprednisolone Tab 4 MG			
22100030000315	Methylprednisolone Tab 8 MG			
22100030006405	Methylprednisolone Tab 4 MG Dose Pack			
22100030101810	Methylprednisolone Acetate Inj Susp 40 MG/ML			
22100030101815	Methylprednisolone Acetate Inj Susp 80 MG/ML			
22100030202105	Methylprednisolone Sodium Succinate For Inj 40 MG			
22100030202110	Methylprednisolone Sodium Succinate For Inj 125 MG			
22100030202120	Methylprednisolone Sodium Succinate For Inj 1000 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
22100040000305	Prednisolone Tab 5 MG			
22100040001203	Prednisolone Syrup 5 MG/5ML			
22100040001205	Prednisolone Syrup 15 MG/5ML			
22100040200910	Prednisolone Sod Phosphate Liq 6.7 MG/5ML (5MG/5ML Base Eq)			
22100040202020	Prednisolone Sod Phosphate Oral Soln 15 MG/5ML (Base Equiv)			
22100045000305	Prednisone Tab 1 MG			
22100045000310	Prednisone Tab 2.5 MG			
22100045000315	Prednisone Tab 5 MG			
22100045000320	Prednisone Tab 10 MG			
22100045000325	Prednisone Tab 20 MG			
22100045000335	Prednisone Tab 50 MG			
22100045002005	Prednisone Oral Soln 5 MG/5ML			
22100045006405	Prednisone Tab 5 MG Dose Pack			
22100045006410	Prednisone Tab 10 MG Dose Pack			
22200030100305	Fludrocortisone Acetate Tab 0.1 MG			
22200030102900	Fludrocortisone Acetate Powder			
23100005000105	Danazol Cap 50 MG			
23100005000110	Danazol Cap 100 MG			
23100005000115	Danazol Cap 200 MG			
23100020000310	Methyltestosterone Oral Tab 10 MG			
23100020002900	Methyltestosterone Powder			
23100030002900	Testosterone Powder			
23100030101715	Testosterone Cypionate IM in Oil 200 MG/ML			
23100030102900	Testosterone Cypionate Powder			
23100030201710	Testosterone Enanthate IM in Oil 200 MG/ML			
23100030302900	Testosterone Propionate Powder			
23200030101710	Nandrolone Decanoate IM in Oil 100 MG/ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
23200030101715	Nandrolone Decanoate IM in Oil 200 MG/ML			
24000035000303	Estradiol Tab 0.5 MG			
24000035000305	Estradiol Tab 1 MG			
24000035000310	Estradiol Tab 2 MG			
24000035002900	Estradiol Powder			
24000035008810	Estradiol TD Patch Weekly 0.025 MG/24HR			
24000035008815	Estradiol TD Patch Weekly 0.0375 MG/24HR (37.5 MCG/24HR)			
24000035008820	Estradiol TD Patch Weekly 0.05 MG/24HR			
24000035008824	Estradiol TD Patch Weekly 0.06 MG/24HR			
24000035008830	Estradiol TD Patch Weekly 0.075 MG/24HR			
24000035008840	Estradiol TD Patch Weekly 0.1 MG/24HR			
24000050003800	Estrone Crystals			
24000055000305	Estropipate Tab 0.75 MG			
24000055000310	Estropipate Tab 1.5 MG			
24000055000315	Estropipate Tab 3 MG			
24000060002900	Ethinyl Estradiol Powder			
24000065052900	Estriol Micronized Powder			
24991002300305	Esterified Estrogens & Methyltestosterone Tab 0.625-1.25 MG			
24991002300310	Esterified Estrogens & Methyltestosterone Tab 1.25-2.5 MG			
25100010000305	Norethindrone Tab 0.35 MG			
25150035101820	Medroxyprogesterone Acetate IM Susp 150 MG/ML			
25990002100320	Desogestrel & Ethinyl Estradiol Tab 0.15 MG-30 MCG			
25990002100365	Desogest-Eth Estrad & Eth Estrad Tab 0.15-0.02/0.01 MG(21/5)			
25990002200310	Ethynodiol Diacetate & Ethinyl Estradiol Tab 1 MG-35 MCG			
25990002200320	Ethynodiol Diacetate & Ethinyl Estradiol Tab 1 MG-50 MCG			
25990002400305	Levonorgestrel & Ethinyl Estradiol Tab 0.10 MG-20 MCG			
25990002400310	Levonorgestrel & Ethinyl Estradiol Tab 0.15 MG-30 MCG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
25990002500310	Norethindrone & Ethinyl Estradiol Tab 0.5 MG-35 MCG			
25990002500320	Norethindrone & Ethinyl Estradiol Tab 1 MG-35 MCG			
25990002600310	Norethindrone Ace & Ethinyl Estradiol Tab 1 MG-20 MCG			
25990002600320	Norethindrone Ace & Ethinyl Estradiol Tab 1.5 MG-30 MCG			
25990002700310	Norethindrone & Mestranol Tab 1 MG-50 MCG			
25990002900310	Norgestrel & Ethinyl Estradiol Tab 0.3 MG-30 MCG			
25990002900320	Norgestrel & Ethinyl Estradiol Tab 0.5 MG-50 MCG			
25990002950310	Norgestimate & Ethinyl Estradiol Tab 0.25 MG-35 MCG			
25990003610310	Norethindrone Ace & Ethinyl Estradiol-FE Tab 1 MG-20 MCG			
25990003610320	Norethindrone Ace & Ethinyl Estradiol-FE Tab 1.5 MG-30 MCG			
25991002200310	Norethindrone-Eth Estradiol Tab 0.5-35/1-35 MG-MCG (10/11)			
25992002030320	Desogest-Ethin Est Tab 0.1-0.025/0.125-0.025/0.15-0.025MG-MG			
25992002100310	Levonorgestrel-Eth Estra Tab 0.05-30/0.075-40/0.125-30MG-MCG			
25992002200310	Norethindrone-Eth Estradiol Tab 0.5-35/0.75-35/1-35 MG-MCG			
25992002200330	Norethindrone-Eth Estradiol Tab 0.5-35/1-35/0.5-35 MG-MCG			
25992002300320	Norgestimate-Eth Estrad Tab 0.18-35/0.215-35/0.25-35 MG-MCG			
25993002300320	Levonorgestrel & Ethinyl Estradiol (91-Day) Tab 0.15-0.03 MG			
26000020200305	Medroxyprogesterone Acetate Tab 2.5 MG			
26000020200310	Medroxyprogesterone Acetate Tab 5 MG			
26000020200315	Medroxyprogesterone Acetate Tab 10 MG			
26000030100305	Norethindrone Acetate Tab 5 MG			
26000040001705	Progesterone IM in Oil 50 MG/ML			
26000040002900	Progesterone Powder			
26000040102900	Progesterone Micronized Powder			
27200020000305	Chlorpropamide Tab 100 MG			
27200020000310	Chlorpropamide Tab 250 MG			
27200027000310	Glimepiride Tab 1 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
27200027000320	Glimepiride Tab 2 MG			
27200027000340	Glimepiride Tab 4 MG			
27200030000305	Glipizide Tab 5 MG			
27200030000310	Glipizide Tab 10 MG			
27200030007505	Glipizide Tab SR 24HR 2.5 MG			
27200030007510	Glipizide Tab SR 24HR 5 MG			
27200030007520	Glipizide Tab SR 24HR 10 MG			
27200040000305	Glyburide Tab 1.25 MG			
27200040000310	Glyburide Tab 2.5 MG			
27200040000315	Glyburide Tab 5 MG			
27200040100310	Glyburide Micronized Tab 1.5 MG			
27200040100320	Glyburide Micronized Tab 3 MG			
27200040100340	Glyburide Micronized Tab 6 MG			
27200050000305	Tolazamide Tab 100 MG			
27200050000310	Tolazamide Tab 250 MG			
27200060000310	Tolbutamide Tab 500 MG			
27250050000320	Metformin HCl Tab 500 MG			
27250050000340	Metformin HCl Tab 850 MG			
27250050000350	Metformin HCl Tab 1000 MG			
27250050007520	Metformin HCl Tab SR 24HR 500 MG			
27250050007530	Metformin HCl Tab SR 24HR 750 MG			
27997002350320	Glipizide-Metformin HCl Tab 2.5-250 MG			
27997002350325	Glipizide-Metformin HCl Tab 2.5-500 MG			
27997002350340	Glipizide-Metformin HCl Tab 5-500 MG			
27997002400310	Glyburide-Metformin Tab 1.25-250 MG			
27997002400320	Glyburide-Metformin Tab 2.5-500 MG			
27997002400330	Glyburide-Metformin Tab 5-500 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
28100010100305	Levothyroxine Sodium Tab 25 MCG			
28100010100310	Levothyroxine Sodium Tab 50 MCG			
28100010100315	Levothyroxine Sodium Tab 75 MCG			
28100010100317	Levothyroxine Sodium Tab 88 MCG			
28100010100320	Levothyroxine Sodium Tab 100 MCG			
28100010100322	Levothyroxine Sodium Tab 112 MCG			
28100010100325	Levothyroxine Sodium Tab 125 MCG			
28100010100327	Levothyroxine Sodium Tab 137 MCG			
28100010100330	Levothyroxine Sodium Tab 150 MCG			
28100010100335	Levothyroxine Sodium Tab 175 MCG			
28100010100340	Levothyroxine Sodium Tab 200 MCG			
28100010100345	Levothyroxine Sodium Tab 300 MCG			
28100010102105	Levothyroxine Sodium For Inj 200 MCG			
28100010102110	Levothyroxine Sodium For Inj 500 MCG			
28100020102900	Liothyronine Sodium Powder			
28100050000305	Thyroid Tab 15 MG (1/4 Grain)			
28100050000310	Thyroid Tab 30 MG (1/2 Grain)			
28100050000315	Thyroid Tab 60 MG (1 Grain)			
28100050000320	Thyroid Tab 90 MG (1 1/2 Grain)			
28100050000325	Thyroid Tab 120 MG (2 Grain)			
28100050000330	Thyroid Tab 180 MG (3 Grain)			
28100050000335	Thyroid Tab 240 MG (4 Grain)			
28100050000340	Thyroid Tab 300 MG (5 Grain)			
28300010000305	Methimazole Tab 5 MG			
28300010000310	Methimazole Tab 10 MG			
28300010000320	Methimazole Tab 20 MG			
28300020000310	Propylthiouracil Tab 50 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
30042040100305	Etidronate Disodium Tab 200 MG			
30042040100310	Etidronate Disodium Tab 400 MG			
30042060102006	Pamidronate Disodium IV Soln 3 MG/ML			
30042060102009	Pamidronate Disodium IV Soln 6 MG/ML			
30042060102012	Pamidronate Disodium IV Soln 9 MG/ML			
30042060102120	Pamidronate Disodium For Inj 30 MG			
30042060102140	Pamidronate Disodium For Inj 90 MG			
30043020002080	Calcitonin (Salmon) Nasal Soln 200 Unit/ACT			
30062020002140	Chorionic Gonadotropin For Inj 10000 Unit			
30066030100305	Clomiphene Citrate Tab 50 MG			
30090040102020	Ganirelix Acetate Inj 250 MCG/0.5ML			
30170070102005	Octreotide Acetate Inj 0.05 MG/ML			
30170070102010	Octreotide Acetate Inj 0.1 MG/ML			
30170070102015	Octreotide Acetate Inj 0.2 MG/ML			
30170070102020	Octreotide Acetate Inj 0.5 MG/ML			
30170070102030	Octreotide Acetate Inj 1 MG/ML			
30201010100310	Desmopressin Acetate Tab 0.1 MG			
30201010100320	Desmopressin Acetate Tab 0.2 MG			
30201010102030	Desmopressin Acetate Inj 4 MCG/ML			
30201010112010	Desmopressin Acetate Nasal Soln 0.01% (Refrigerated)			
30201010122010	Desmopressin Acetate Nasal Spray Soln 0.01% (Refrigerated)			
30201010132010	Desmopressin Acetate Nasal Spray Soln 0.01%			
30402020000320	Cabergoline Tab 0.5 MG			
30903045100330	Levocarnitine Tab 330 MG			
30903045102010	Levocarnitine Oral Soln 1 GM/10ML (10%)			
30903045102060	Levocarnitine Inj 200 MG/ML			
31100030102020	Milrinone Lactate IV Soln 1 MG/ML (Base Equivalent)			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
31200010000305	Digoxin Tab 0.125 MG			
31200010000310	Digoxin Tab 0.25 MG			
31200010002040	Digoxin Oral Soln 0.05 MG/ML			
32100020000305	Isosorbide Dinitrate Tab 5 MG			
32100020000310	Isosorbide Dinitrate Tab 10 MG			
32100020000315	Isosorbide Dinitrate Tab 20 MG			
32100020000320	Isosorbide Dinitrate Tab 30 MG			
32100020000405	Isosorbide Dinitrate Tab CR 40 MG			
32100020000705	Isosorbide Dinitrate SL Tab 2.5 MG			
32100020000710	Isosorbide Dinitrate SL Tab 5 MG			
32100025000310	Isosorbide Mononitrate Tab 10 MG			
32100025000320	Isosorbide Mononitrate Tab 20 MG			
32100025007520	Isosorbide Mononitrate Tab SR 24HR 30 MG			
32100025007530	Isosorbide Mononitrate Tab SR 24HR 60 MG			
32100025007540	Isosorbide Mononitrate Tab SR 24HR 120 MG			
32100030000205	Nitroglycerin Cap CR 2.5 MG			
32100030000215	Nitroglycerin Cap CR 6.5 MG			
32100030000220	Nitroglycerin Cap CR 9 MG			
32100030000710	Nitroglycerin SL Tab 0.3 MG			
32100030000715	Nitroglycerin SL Tab 0.4 MG			
32100030000720	Nitroglycerin SL Tab 0.6 MG			
32100030004205	Nitroglycerin Oint 2%			
32100030008510	Nitroglycerin TD Patch 24HR 0.1 MG/HR			
32100030008520	Nitroglycerin TD Patch 24HR 0.2 MG/HR			
32100030008540	Nitroglycerin TD Patch 24HR 0.4 MG/HR			
32100030008550	Nitroglycerin TD Patch 24HR 0.6 MG/HR			
32100050002020	Amyl Nitrite Inhal Soln 0.3 ML			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
33100010000303	Nadolol Tab 20 MG			
33100010000305	Nadolol Tab 40 MG			
33100010000310	Nadolol Tab 80 MG			
33100010000315	Nadolol Tab 120 MG			
33100010000320	Nadolol Tab 160 MG			
33100030000305	Pindolol Tab 5 MG			
33100030000310	Pindolol Tab 10 MG			
33100040100305	Propranolol HCl Tab 10 MG			
33100040100310	Propranolol HCl Tab 20 MG			
33100040100315	Propranolol HCl Tab 40 MG			
33100040100320	Propranolol HCl Tab 60 MG			
33100040100325	Propranolol HCl Tab 80 MG			
33100040102050	Propranolol HCl Oral Soln 20 MG/5ML			
33100040102060	Propranolol HCl Oral Soln 40 MG/5ML			
33100045100310	Sotalol HCl Tab 80 MG			
33100045100315	Sotalol HCl Tab 120 MG			
33100045100320	Sotalol HCl Tab 160 MG			
33100045100330	Sotalol HCl Tab 240 MG			
33100045120310	Sotalol HCl (AFIB/AFL) Tab 80 MG			
33100045120315	Sotalol HCl (AFIB/AFL) Tab 120 MG			
33100045120320	Sotalol HCl (AFIB/AFL) Tab 160 MG			
33100050100305	Timolol Maleate Tab 5 MG			
33100050100310	Timolol Maleate Tab 10 MG			
33100050100315	Timolol Maleate Tab 20 MG			
33200010100105	Acebutolol HCl Cap 200 MG			
33200010100110	Acebutolol HCl Cap 400 MG			
33200020000303	Atenolol Tab 25 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
33200020000305	Atenolol Tab 50 MG			
33200020000310	Atenolol Tab 100 MG			
33200021100310	Betaxolol HCl Tab 10 MG			
33200021100320	Betaxolol HCl Tab 20 MG			
33200022100310	Bisoprolol Fumarate Tab 5 MG			
33200022100320	Bisoprolol Fumarate Tab 10 MG			
33200030100305	Metoprolol Tartrate Tab 25 MG			
33200030100310	Metoprolol Tartrate Tab 50 MG			
33200030100315	Metoprolol Tartrate Tab 100 MG			
33200030102900	Metoprolol Tartrate Powder			
33300010100305	Labetalol HCl Tab 100 MG			
33300010100310	Labetalol HCl Tab 200 MG			
33300010100315	Labetalol HCl Tab 300 MG			
34000010100305	Diltiazem HCl Tab 30 MG			
34000010100310	Diltiazem HCl Tab 60 MG			
34000010100315	Diltiazem HCl Tab 90 MG			
34000010100320	Diltiazem HCl Tab 120 MG			
34000010106910	Diltiazem HCl Cap SR 12HR 60 MG			
34000010106915	Diltiazem HCl Cap SR 12HR 90 MG			
34000010106920	Diltiazem HCl Cap SR 12HR 120 MG			
34000010107020	Diltiazem HCl Cap SR 24HR 120 MG			
34000010107030	Diltiazem HCl Cap SR 24HR 180 MG			
34000010107040	Diltiazem HCl Cap SR 24HR 240 MG			
34000010117020	Diltiazem HCl Extended Release Beads Cap SR 24HR 120 MG			
34000010117030	Diltiazem HCl Extended Release Beads Cap SR 24HR 180 MG			
34000010117040	Diltiazem HCl Extended Release Beads Cap SR 24HR 240 MG			
34000010117050	Diltiazem HCl Extended Release Beads Cap SR 24HR 300 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
34000010117060	Diltiazem HCl Extended Release Beads Cap SR 24HR 360 MG			
34000010117070	Diltiazem HCl Extended Release Beads Cap SR 24HR 420 MG			
34000010127020	Diltiazem HCl Coated Beads Cap SR 24HR 120 MG			
34000010127030	Diltiazem HCl Coated Beads Cap SR 24HR 180 MG			
34000010127040	Diltiazem HCl Coated Beads Cap SR 24HR 240 MG			
34000010127050	Diltiazem HCl Coated Beads Cap SR 24HR 300 MG			
34000013007505	Felodipine Tab SR 24HR 2.5 MG			
34000013007510	Felodipine Tab SR 24HR 5 MG			
34000013007520	Felodipine Tab SR 24HR 10 MG			
34000015000110	Isradipine Cap 2.5 MG			
34000015000120	Isradipine Cap 5 MG			
34000018100120	Nicardipine HCl Cap 20 MG			
34000018100125	Nicardipine HCl Cap 30 MG			
34000020000105	Nifedipine Cap 10 MG			
34000020000110	Nifedipine Cap 20 MG			
34000020002900	Nifedipine Powder			
34000020007530	Nifedipine Tab SR 24HR 30 MG			
34000020007540	Nifedipine Tab SR 24HR 60 MG			
34000020007550	Nifedipine Tab SR 24HR 90 MG			
34000020007570	Nifedipine Tab SR 24HR Osmotic 30 MG			
34000020007575	Nifedipine Tab SR 24HR Osmotic 60 MG			
34000020007580	Nifedipine Tab SR 24HR Osmotic 90 MG			
34000030100303	Verapamil HCl Tab 40 MG			
34000030100305	Verapamil HCl Tab 80 MG			
34000030100310	Verapamil HCl Tab 120 MG			
34000030100410	Verapamil HCl Tab CR 120 MG			
34000030100415	Verapamil HCl Tab CR 180 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
34000030100420	Verapamil HCl Tab CR 240 MG			
34000030102005	Verapamil HCl IV Soln 2.5 MG/ML			
34000030107020	Verapamil HCl Cap SR 24HR 120 MG			
34000030107025	Verapamil HCl Cap SR 24HR 180 MG			
34000030107035	Verapamil HCl Cap SR 24HR 240 MG			
34000030107045	Verapamil HCl Cap SR 24HR 360 MG			
35100010100105	Disopyramide Phosphate Cap 100 MG			
35100010100110	Disopyramide Phosphate Cap 150 MG			
35100010106915	Disopyramide Phosphate Cap SR 12HR 150 MG			
35100020100105	Procainamide HCl Cap 250 MG			
35100020100115	Procainamide HCl Cap 500 MG			
35100020100410	Procainamide HCl Tab CR 500 MG			
35100020100415	Procainamide HCl Tab CR 750 MG			
35100020100420	Procainamide HCl Tab CR 1000 MG			
35100030100403	Quinidine Gluconate Tab CR 324 MG			
35100030300310	Quinidine Sulfate Tab 200 MG			
35100030300315	Quinidine Sulfate Tab 300 MG			
35100030300405	Quinidine Sulfate Tab CR 300 MG			
35200020102030	Lidocaine HCl IV Inj 20 MG/ML			
35200025100105	Mexiletine HCl Cap 150 MG			
35200025100110	Mexiletine HCl Cap 200 MG			
35200025100115	Mexiletine HCl Cap 250 MG			
35300010100303	Flecainide Acetate Tab 50 MG			
35300010100305	Flecainide Acetate Tab 100 MG			
35300010100310	Flecainide Acetate Tab 150 MG			
35300050000320	Propafenone HCl Tab 150 MG			
35300050000325	Propafenone HCl Tab 225 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
35300050000330	Propafenone HCl Tab 300 MG			
35400005000305	Amiodarone HCl Tab 200 MG			
35400005000320	Amiodarone HCl Tab 400 MG			
36100005100310	Benazepril HCl Tab 5 MG			
36100005100320	Benazepril HCl Tab 10 MG			
36100005100330	Benazepril HCl Tab 20 MG			
36100005100340	Benazepril HCl Tab 40 MG			
36100010000305	Captopril Tab 12.5 MG			
36100010000310	Captopril Tab 25 MG			
36100010000315	Captopril Tab 50 MG			
36100010000320	Captopril Tab 100 MG			
36100020100303	Enalapril Maleate Tab 2.5 MG			
36100020100305	Enalapril Maleate Tab 5 MG			
36100020100310	Enalapril Maleate Tab 10 MG			
36100020100315	Enalapril Maleate Tab 20 MG			
36100027100310	Fosinopril Sodium Tab 10 MG			
36100027100320	Fosinopril Sodium Tab 20 MG			
36100027100340	Fosinopril Sodium Tab 40 MG			
36100030000303	Lisinopril Tab 2.5 MG			
36100030000305	Lisinopril Tab 5 MG			
36100030000310	Lisinopril Tab 10 MG			
36100030000315	Lisinopril Tab 20 MG			
36100030000324	Lisinopril Tab 30 MG			
36100030000330	Lisinopril Tab 40 MG			
36100033100320	Moexipril HCl Tab 15 MG			
36100040100305	Quinapril HCl Tab 5 MG			
36100040100310	Quinapril HCl Tab 10 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
36100040100320	Quinapril HCl Tab 20 MG			
36100040100340	Quinapril HCl Tab 40 MG			
36201010100305	Clonidine HCl Tab 0.1 MG			
36201010100310	Clonidine HCl Tab 0.2 MG			
36201010100315	Clonidine HCl Tab 0.3 MG			
36201020100305	Guanabenz Acetate Tab 4 MG			
36201020100310	Guanabenz Acetate Tab 8 MG			
36201025100320	Guanfacine HCl Tab 1 MG			
36201025100330	Guanfacine HCl Tab 2 MG			
36201030000310	Methyldopa Tab 250 MG			
36201030000315	Methyldopa Tab 500 MG			
36202005100310	Doxazosin Mesylate Tab 1 MG			
36202005100320	Doxazosin Mesylate Tab 2 MG			
36202005100330	Doxazosin Mesylate Tab 4 MG			
36202005100340	Doxazosin Mesylate Tab 8 MG			
36202030100105	Prazosin HCl Cap 1 MG			
36202030100110	Prazosin HCl Cap 2 MG			
36202030100115	Prazosin HCl Cap 5 MG			
36202040100105	Terazosin HCl Cap 1 MG			
36202040100110	Terazosin HCl Cap 2 MG			
36202040100115	Terazosin HCl Cap 5 MG			
36202040100120	Terazosin HCl Cap 10 MG			
36202040100320	Terazosin HCl Tab 10 MG			
36203040000305	Reserpine Tab 0.1 MG			
36203040000310	Reserpine Tab 0.25 MG			
36300020102105	Phentolamine Mesylate For Inj 5 MG			
36400010100305	Hydralazine HCl Tab 10 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
36400010100310	Hydralazine HCl Tab 25 MG			
36400010100315	Hydralazine HCl Tab 50 MG			
36400010100320	Hydralazine HCl Tab 100 MG			
36400020000305	Minoxidil Tab 2.5 MG			
36400020000310	Minoxidil Tab 10 MG			
36991802150310	Benazepril & Hydrochlorothiazide Tab 5-6.25 MG			
36991802150320	Benazepril & Hydrochlorothiazide Tab 10-12.5 MG			
36991802150330	Benazepril & Hydrochlorothiazide Tab 20-12.5 MG			
36991802150340	Benazepril & Hydrochlorothiazide Tab 20-25 MG			
36991802250310	Captopril & Hydrochlorothiazide Tab 25-15 MG			
36991802250320	Captopril & Hydrochlorothiazide Tab 25-25 MG			
36991802250330	Captopril & Hydrochlorothiazide Tab 50-15 MG			
36991802250340	Captopril & Hydrochlorothiazide Tab 50-25 MG			
36991802350305	Enalapril Maleate & Hydrochlorothiazide Tab 5-12.5 MG			
36991802350310	Enalapril Maleate & Hydrochlorothiazide Tab 10-25 MG			
36991802400310	Fosinopril Sodium & Hydrochlorothiazide Tab 10-12.5 MG			
36991802400320	Fosinopril Sodium & Hydrochlorothiazide Tab 20-12.5 MG			
36991802550305	Lisinopril & Hydrochlorothiazide Tab 10-12.5 MG			
36991802550310	Lisinopril & Hydrochlorothiazide Tab 20-12.5 MG			
36991802550320	Lisinopril & Hydrochlorothiazide Tab 20-25 MG			
36991802650320	Quinapril-Hydrochlorothiazide Tab 10-12.5 MG			
36991802650330	Quinapril-Hydrochlorothiazide Tab 20-12.5 MG			
36991802650335	Quinapril-Hydrochlorothiazide Tab 20-25 MG			
36992002100310	Atenolol & Chlorthalidone Tab 50-25 MG			
36992002100320	Atenolol & Chlorthalidone Tab 100-25 MG			
36992002130310	Bisoprolol & Hydrochlorothiazide Tab 2.5-6.25 MG			
36992002130320	Bisoprolol & Hydrochlorothiazide Tab 5-6.25 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
36992002130330	Bisoprolol & Hydrochlorothiazide Tab 10-6.25 MG			
36992002200310	Metoprolol & Hydrochlorothiazide Tab 50-25 MG			
36992002200320	Metoprolol & Hydrochlorothiazide Tab 100-25 MG			
36992002200325	Metoprolol & Hydrochlorothiazide Tab 100-50 MG			
36992002400310	Propranolol & Hydrochlorothiazide Tab 40-25 MG			
36992002400320	Propranolol & Hydrochlorothiazide Tab 80-25 MG			
36995002700310	Methyldopa & Hydrochlorothiazide Tab 250-15 MG			
36995002700320	Methyldopa & Hydrochlorothiazide Tab 250-25 MG			
36999002450115	Hydralazine & Hydrochlorothiazide Cap 25-25 MG			
36999002450120	Hydralazine & Hydrochlorothiazide Cap 50-50 MG			
37100010000305	Acetazolamide Tab 125 MG			
37100010000310	Acetazolamide Tab 250 MG			
37100030000303	Methazolamide Tab 25 MG			
37100030000305	Methazolamide Tab 50 MG			
37200010000305	Bumetanide Tab 0.5 MG			
37200010000310	Bumetanide Tab 1 MG			
37200010000315	Bumetanide Tab 2 MG			
37200010002005	Bumetanide Inj 0.25 MG/ML			
37200030000305	Furosemide Tab 20 MG			
37200030000310	Furosemide Tab 40 MG			
37200030000315	Furosemide Tab 80 MG			
37200030002005	Furosemide Inj 10 MG/ML			
37200030002045	Furosemide Oral Soln 8 MG/ML			
37200030002050	Furosemide Oral Soln 10 MG/ML			
37200080000310	Torsemide Tab 5 MG			
37200080000320	Torsemide Tab 10 MG			
37200080000330	Torsemide Tab 20 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
37200080000350	Torsemide Tab 100 MG			
37400030002025	Mannitol IV Soln 25%			
37500010100305	Amiloride HCl Tab 5 MG			
37500020000305	Spironolactone Tab 25 MG			
37500020000310	Spironolactone Tab 50 MG			
37500020000315	Spironolactone Tab 100 MG			
37500030002900	Triamterene Powder			
37600020000305	Chlorothiazide Tab 250 MG			
37600020000310	Chlorothiazide Tab 500 MG			
37600025000305	Chlorthalidone Tab 25 MG			
37600025000310	Chlorthalidone Tab 50 MG			
37600025000315	Chlorthalidone Tab 100 MG			
37600040000110	Hydrochlorothiazide Cap 12.5 MG			
37600040000305	Hydrochlorothiazide Tab 25 MG			
37600040000310	Hydrochlorothiazide Tab 50 MG			
37600050000303	Indapamide Tab 1.25 MG			
37600050000305	Indapamide Tab 2.5 MG			
37600055000310	Methyclothiazide Tab 5 MG			
37600060000305	Metolazone Tab 2.5 MG			
37600060000310	Metolazone Tab 5 MG			
37600060000315	Metolazone Tab 10 MG			
37990002100310	Amiloride & Hydrochlorothiazide Tab 5-50 MG			
37990002200310	Spironolactone & Hydrochlorothiazide Tab 25-25 MG			
37990002300105	Triamterene & Hydrochlorothiazide Cap 37.5-25 MG			
37990002300110	Triamterene & Hydrochlorothiazide Cap 50-25 MG			
37990002300315	Triamterene & Hydrochlorothiazide Tab 37.5-25 MG			
37990002300330	Triamterene & Hydrochlorothiazide Tab 75-50 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
38000083100320	Midodrine HCl Tab 2.5 MG			
38000083100330	Midodrine HCl Tab 5 MG			
38000083100340	Midodrine HCl Tab 10 MG			
39100010002905	Cholestyramine Powder 4 GM/DOSE			
39100010003005	Cholestyramine Powder Packets 4 GM			
39100010102905	Cholestyramine Light Powder 4 GM/DOSE			
39100010103005	Cholestyramine Light Powder Packets 4 GM			
39100020103010	Colestipol HCl Granule Packets 5 GM			
39200025000325	Fenofibrate Tab 160 MG			
39200025100107	Fenofibrate Micronized Cap 67 MG			
39200025100115	Fenofibrate Micronized Cap 134 MG			
39200025100130	Fenofibrate Micronized Cap 200 MG			
39200030000310	Gemfibrozil Tab 600 MG			
39400050000305	Lovastatin Tab 10 MG			
39400050000310	Lovastatin Tab 20 MG			
39400050000320	Lovastatin Tab 40 MG			
39400065100320	Pravastatin Sodium Tab 10 MG			
39400065100330	Pravastatin Sodium Tab 20 MG			
39400065100340	Pravastatin Sodium Tab 40 MG			
39400075000310	Simvastatin Tab 5 MG			
39400075000320	Simvastatin Tab 10 MG			
39400075000330	Simvastatin Tab 20 MG			
39400075000340	Simvastatin Tab 40 MG			
39400075000360	Simvastatin Tab 80 MG			
40100030100305	Isoxsuprine HCl Tab 10 MG			
40100030100310	Isoxsuprine HCl Tab 20 MG			
40100060100205	Papaverine HCl Cap CR 150 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
40100060102005	Papaverine HCl Inj 30 MG/ML			
40100060102900	Papaverine HCl Powder			
40308080100310	Yohimbine HCl Tab 5.4 MG			
41100010157420	Brompheniramine Maleate Tab SR 12HR 6 MG			
41100010400520	Brompheniramine Tannate Chew Tab 12 MG			
41100010401820	Brompheniramine Tannate Susp 12 MG/5ML			
41100020150205	Chlorpheniramine Maleate Cap CR 8 MG			
41100020150210	Chlorpheniramine Maleate Cap CR 12 MG			
41100030150405	Dexchlorpheniramine Maleate Tab CR 4 MG			
41100030150410	Dexchlorpheniramine Maleate Tab CR 6 MG			
41200010150930	Carbinoxamine Maleate Liquid 4 MG/5ML			
41200010156930	Carbinoxamine Maleate Cap SR 12HR 10 MG			
41200020400310	Clemastine Fumarate Tab 2.68 MG			
41200020401205	Clemastine Fumarate Syrup 0.67 MG/5ML (0.5 MG/5ML Base Eq)			
41200030100105	Diphenhydramine HCl Cap 25 MG			
41200030100110	Diphenhydramine HCl Cap 50 MG			
41200030102010	Diphenhydramine HCl Inj 50 MG/ML			
41200030300520	Diphenhydramine Tannate Chew Tab 25 MG			
41400020100305	Promethazine HCl Tab 12.5 MG			
41400020100310	Promethazine HCl Tab 25 MG			
41400020100315	Promethazine HCl Tab 50 MG			
41400020101210	Promethazine HCl Syrup 6.25 MG/5ML			
41400020102005	Promethazine HCl Inj 25 MG/ML			
41400020102010	Promethazine HCl Inj 50 MG/ML			
41400020102020	Promethazine HCl IM Inj 50 MG/ML			
41400020105205	Promethazine HCl Suppos 12.5 MG			
41400020105210	Promethazine HCl Suppos 25 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
41400020105215	Promethazine HCl Suppos 50 MG			
41500020100305	Cyproheptadine HCl Tab 4 MG			
41500020101210	Cyproheptadine HCl Syrup 2 MG/5ML			
41550024100310	Fexofenadine HCl Tab 30 MG			
41550024100320	Fexofenadine HCl Tab 60 MG			
41550024100350	Fexofenadine HCl Tab 180 MG			
41550030000320	Loratadine Tab 10 MG			
41991002301820	Carbinoxamine Maleate-Carbinoxamine Tannate Susp 2-6 MG/5ML			
41992002207420	Chlorpheniramine-Methscopolamine Tab SR 12HR 8-2.5 MG			
42200030002005	Flunisolide Nasal Soln 0.025%			
42200032301810	Fluticasone Propionate Nasal Susp 50 MCG/ACT			
42300040102010	Ipratropium Bromide Nasal Soln 0.03% (21 MCG/SPRAY)			
42300040102020	Ipratropium Bromide Nasal Soln 0.06% (42 MCG/SPRAY)			
43101005103800	Hydrocodone Bitartrate Crystals			
43101010000310	Hydrocodone w/ Homatropine Tab 5-1.5 MG			
43101010001210	Hydrocodone w/ Homatropine Syrup 5-1.5 MG/5ML			
43102010000105	Benzonatate Cap 100 MG			
43102010000110	Benzonatate Cap 200 MG			
43200003102900	Bromhexine HCl Powder			
43200010000320	Guaifenesin Tab 200 MG			
43200010000340	Guaifenesin Tab 400 MG			
43200010000910	Guaifenesin Liquid 100 MG/5ML			
43200010007420	Guaifenesin Tab SR 12HR 600 MG			
43200010007450	Guaifenesin Tab SR 12HR 1200 MG			
43300010002003	Acetylcysteine Inhal Soln 10%			
43300010002005	Acetylcysteine Inhal Soln 20%			
43300010002900	Acetylcysteine Powder			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43400010002520	Sodium Chloride Soln Nebu 0.9%			
43400010002530	Sodium Chloride Soln Nebu 3%			
43400010002540	Sodium Chloride Soln Nebu 10%			
43400020002000	Water, Sterile Inhal Soln			
43992802507420	Pseudoephedrine-Methscopolamine Tab SR 12HR 120-2.5 MG			
43993002206920	Brompheniramine & Phenylephrine Cap SR 12HR 6-7.5 MG			
43993002206930	Brompheniramine & Phenylephrine Cap SR 12HR 12-15 MG			
43993002211820	Brompheniramine Tan-Phenylephrine Tan Susp 12-20 MG/5ML			
43993002240210	Brompheniramine & Pseudoephedrine Cap CR 6-60 MG			
43993002240215	Brompheniramine & Pseudoephedrine Cap CR 12-120 MG			
43993002240928	Brompheniramine & Pseudoephedrine Liquid 1-12.5 MG/ML			
43993002241235	Brompheniramine & Pseudoephedrine Syrup 4-45 MG/5ML			
43993002246920	Brompheniramine & Pseudoephedrine Cap SR 12HR 10-120 MG			
43993002247420	Brompheniramine & Pseudoephedrine Tab SR 12HR 6-45 MG			
43993002260310	Carbinoxamine & Pseudoephedrine Tab 4-60 MG			
43993002260945	Carbinoxamine & Pseudoephedrine Liquid 1-15 MG/ML			
43993002261206	Carbinoxamine & Pseudoephedrine Syrup 2-25 MG/5ML			
43993002261210	Carbinoxamine & Pseudoephedrine Syrup 4-60 MG/5ML			
43993002267420	Carbinoxamine & Pseudoephedrine Tab SR 12HR 8-120 MG			
43993002300420	Chlorpheniramine & Phenylephrine Tab CR 8-20 MG			
43993002300960	Chlorpheniramine & Phenylephrine Liquid 1-3.5 MG/ML			
43993002301215	Chlorpheniramine & Phenylephrine Syrup 4-12.5 MG/5ML			
43993002340220	Chlorpheniramine & Pseudoephedrine Cap CR 8-120 MG			
43993002341205	Chlorpheniramine & Pseudoephedrine Syrup 2-30 MG/5ML			
43993002346910	Chlorpheniramine & Pseudoephedrine Cap SR 12HR 4-60 MG			
43993002347030	Chlorpheniramine & Pseudoephedrine Cap SR 24HR 12-100 MG			
43993002347430	Chlorpheniramine & Pseudoephedrine Tab SR 12HR 12-120 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43993002351810	Chlorphen Tan & Pseudoeph Tan Susp 4.5-75 MG/5ML			
43993002360325	Chlorphen Tan & Phenyleph Tan Tab 9-25 MG			
43993002361830	Chlorpheniramine Tan-Phenylephrine Tan Susp 4.5-5 MG/5ML			
43993002451820	Dexchlorphen Tan & Pseudoephed Tan Susp 2.5-75 MG/5ML			
43993002547420	Dexbrompheniramine & Pseudoephedrine Tab SR 12HR 6-120 MG			
43993002570520	Diphenhydramine Tan-Phenylephrine Tan Chew Tab 25-10 MG			
43993002701210	Promethazine & Phenylephrine Syrup 6.25-5 MG/5ML			
43993002740320	Pyrilamine Tan-Phenyleph Tan Tab 60-25 MG			
43993002741820	Pyrilamine Tan-Phenyleph Tan Susp 30-5 MG/5ML			
43993002741830	Pyrilamine Tan-Phenyleph Tan Susp 30-12.5 MG/5ML			
43993003210420	Chlorphen-Ptolox-Phenyleph Tab CR 4-40-20 MG			
43993003210920	Chlorphen-Ptolox-Phenyleph Liquid 2.5-7.5-5 MG/5ML			
43993003240930	Chlorphen-Pyrilamine & PE Liqd 2-12.5-7.5 MG/5ML			
43993003251820	Chlorphen Tan-Pyrilamine Tan-PE Tan Susp 2-12.5-5 MG/5ML			
43993503067420	Carbinoxamine-Pseudoeph-Methscop Tab SR 12HR 8-90-2.5 MG			
43993503157420	Chlorphen-PSE & Belladonna Alk Tab SR 12HR 8-90-0.24 MG			
43993503167412	Chlorphen-PSE & Methscopolamine Tab SR 12HR 8-60-1.25 MG			
43993503167416	Chlorphen-PSE & Methscopolamine Tab SR 12HR 8-90-2.5 MG			
43993503167420	Chlorphen-PSE & Methscopolamine Tab SR 12HR 8-120-2.5 MG			
43993503180510	Chlorpheniramine-PE-Methscopolamine Chew Tab 2-10-1.25 MG			
43993503181210	Chlorphen-PE-Methscopolamine Syrup 2-10-0.625 MG/5ML			
43993503181220	Chlorpheniramine-PE-Methscopolamine Syrup 2-10-1.25 MG/5ML			
43993503181230	Chlorpheniramine-PE-Methscopolamine Syrup 4-10-1.25 MG/5ML			
43993503187415	Chlorphen-PE-Methscopolamine Tab SR 12HR 8-20-1.25 MG			
43993503187420	Chlorphen-PE-Methscopolamine Tab SR 12HR 8-20-2.5 MG			
43993503187425	Chlorphen-PE-Methscopolamine Tab SR 12HR 8-40-2.5 MG			
43993503187430	Chlorphen-PE-Methscopolamine Tab SR 12HR 12-20-2.5 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43993505207420	Chlorphen-PE-Atropine-Hyos-Scopol Tab SR 12HR 8-20 MG			
43994003100410	Chlorphen-Phenylephrine w/ APAP Tab CR 8-40-500 MG			
43995102180920	Phenyleph-Hydrocodone Liq 5-2.5 MG/5ML			
43995102180930	Phenyleph-Hydrocodone Liq 7.5-3.75 MG/5ML			
43995102241210	Pseudoephedrine w/ Hydrocodone Syrup 15-3 MG/5ML			
43995102242010	Pseudoephedrine w/ Hydrocodone Soln 60-5 MG/5ML			
43995202341210	Promethazine w/ Codeine Syrup 6.25-10 MG/5ML			
43995303101210	Phenylephrine-Promethazine w/ Codeine Syrup 5-6.25-10 MG/5ML			
43995303131220	Phenylephrine-Chlorphen-Dihydrocodeine Syrup 7.5-2-3 MG/5ML			
43995303200910	Pseudoephedrine-Chlorphen w/ Codeine Liq 30-2-10 MG/5ML			
43995303460920	Phenylephrine-Carbinoxamine w/ Hydrocodone Liqd 8-4-5 MG/5ML			
43995303470923	Phenyleph-Bromphen-Hydrocodone Liqd 7.5-2-5 MG/5ML			
43995303481230	Phenyleph-Diphenhyd-Hydrocodone Syrup 7.5-12.5-2 MG/5ML			
43995303490940	Phenyleph-Dexchlorpheniramine-Hydrocodone Liqd 5-2-4 MG/5ML			
43995303500935	Phenyleph-Chlorphen w/ Hydrocodone Liqd 5-2-1.67 MG/5ML			
43995303500940	Phenyleph-Chlorphen w/ Hydrocodone Liqd 5-2-5 MG/5ML			
43995303500960	Phenyleph-Chlorphen w/ Hydrocodone Liqd 12-2-6 MG/5ML			
43995303501205	Phenyleph-Chlorphen w/ Hydrocodone Syrup 5-2-2.5 MG/5ML			
43995303501214	Phenyleph-Chlorphen w/ Hydrocodone Syrup 10-2-5 MG/5ML			
43995303501215	Phenyleph-Chlorphen w/ Hydrocodone Syrup 10-4-2.5 MG/5ML			
43995303501250	Phenyleph-Chlorphen w/ Hydrocodone Syrup 7.5-2-2 MG/5ML			
43995303501255	Phenyleph-Chlorphen w/ Hydrocodone Syrup 7.5-2-3.5 MG/5ML			
43995303501265	Phenyleph-Chlorphen w/ Hydrocodone Syrup 10-2-2.5 MG/5ML			
43995303521203	Phenyleph-Pyrilamine w/ Hydrocodone Syrup 5-5-5 MG/5ML			
43995303521210	Phenyleph-Pyrilamine w/ Hydrocodone Syrup 5-8.33-1.66 MG/5ML			
43995303530915	Pseudoeph-Bromphen w/ Hydrocodone Liquid 15-2-2.5 MG/5ML			
43995303530930	Pseudoeph-Bromphen w/ Hydrocodone Liquid 30-3-2.5 MG/5ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43995303532020	Pseudoeph-Bromphen w/ Hydrocodone Soln 30-2-1.7 MG/5ML			
43995303540920	Pseudoeph-Chlorphen w/ Hydrocodone Liquid 30-2-5 MG/5ML			
43995303541220	Pseudoeph-Chlorphen w/ Hydrocodone Syrup 15-2-3 MG/5ML			
43995303541240	Pseudoeph-Chlorphen w/ Hydrocodone Syr 30-2-2.5 MG/5ML			
43995303551220	Pseudoephed-Chlorphen-Dihydrocodeine Syrup 15-2-7.5 MG/5ML			
43995303600925	Pseudoeph-Carbinoxamine w/ Hydrocodone Liqd 30-2-5 MG/5ML			
43995602171840	Phenylephrine Tan-Carbetapentane Tan Susp 30-30 MG/5ML			
43995702130320	Chlorphen Tannate-Carbetapentane Tannate Tab 5-60 MG			
43995702131820	Chlorphen Tannate-Carbetapentane Tannate Susp 4-30 MG/5ML			
43995702301210	Promethazine-DM Syrup 6.25-15 MG/5ML			
43995803080930	Phenylephrine-Brompheniramine-DM Liquid 7.5-2-15 MG/5ML			
43995803091820	Phenyleph Tan-Bromphen Tan-DM Tan Susp 20-8-20 MG/5 ML			
43995803100920	Phenylephrine-Carbinoxamine-DM Liquid 2-1-2 MG/ML			
43995803120960	Phenylephrine-Chlorphen-DM Liquid 3.5-1-3 MG/ML			
43995803121215	Phenylephrine-Chlorphen-DM Syrup 6-2-15 MG/5ML			
43995803121230	Phenylephrine-Chlorphen-DM Syrup 10-2-15 MG/5ML			
43995803121250	Phenylephrine-Chlorphen-DM Syrup 12.5-4-15 MG/5ML			
43995803122030	Phenylephrine-Chlorphen-DM Soln 10-4-15 MG/5ML			
43995803127420	Phenylephrine-Chlorphen-DM Tab SR 12HR 20-8-30 MG			
43995803130320	Phenyleph Tan-Chlorphen Tan-Carbetapent Tan Tab 10-5-60 MG			
43995803131820	Phenyleph Tan-Chlorphen Tan-Carbeta Tan Susp 5-4-30 MG/5ML			
43995803161210	Phenylephrine-Pyrilamine-DM Syrup 5-8.33-10 MG/5ML			
43995803181820	Phenyleph Tan-Pyrilamine Tan-Carbeta Tan Susp 5-30-30 MG/5ML			
43995803191820	Phenyleph Tan-Pyrilamine Tan-DM Tan Susp 12.5-30-25 MG/5ML			
43995803301250	Pseudoephed-Chlorphen-DM Syrup 15-2-15 MG/5ML			
43995803320915	Pseudoephed-Bromphen-DM Liquid 12.5-1-3 MG/ML			
43995803321210	Pseudoephed-Bromphen-DM Syrup 30-2-10 MG/5ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43995803321230	Pseudoephed-Bromphen-DM Syrup 45-4-15 MG/5ML			
43995803321240	Pseudoephed-Bromphen-DM Syrup 60-4-30 MG/5ML			
43995803331830	Pseudoephed Tan-Dexchlorphen Tan-DM Tan Sus 75-2.5-25 MG/5ML			
43995803340910	Pseudoephed-Carbinoxamine-DM Liquid 12.5-3-15 MG/5ML			
43995803340935	Pseudoephed-Carbinoxamine-DM Liquid 15-1-4 MG/ML			
43995803341220	Pseudoephed-Carbinoxamine-DM Syrup 60-4-15 MG/5ML			
43995803371845	Pseudoephed Tan-Bromphen Tan-DM Tan Susp 90-8-60 MG/5ML			
43995803507420	Phenylephrine-Dexbrompheniramine-DM Tab SR 12HR 20-6-30 MG			
43995803701820	Phenyleph Tan-Diphenhyd Tan-Carbeta Tan Sus 7.5-25-30 MG/5ML			
43995804200310	Phenyleph-Ephed-CPM w/ Carbetapentane Tab 10-10-5-60 MG			
43995804201810	Phenyleph-Ephed-CPM w/ Carbetapentane Susp 5-5-4-30 MG/5ML			
43996202100406	Phenylephrine-Guaifenesin Tab CR 15-600 MG			
43996202100920	Phenylephrine-Guaifenesin Liqd 5-100 MG/5ML			
43996202100925	Phenylephrine-Guaifenesin Liqd 7.5-100 MG/5ML (1.5-20 MG/ML)			
43996202101230	Phenylephrine-Guaifenesin Syrup 7.5-100 MG/5ML			
43996202106920	Phenylephrine-Guaifenesin Cap SR 12HR 7.5-200 MG			
43996202106930	Phenylephrine-Guaifenesin Cap SR 12HR 10-300 MG			
43996202106940	Phenylephrine-Guaifenesin Cap SR 12HR 15-400 MG			
43996202106960	Phenylephrine-Guaifenesin Cap SR 12HR 30-400 MG			
43996202107420	Phenylephrine-Guaifenesin Tab SR 12HR 10-600 MG			
43996202107430	Phenylephrine-Guaifenesin Tab SR 12HR 20-600 MG			
43996202107432	Phenylephrine-Guaifenesin Tab SR 12HR 25-275 MG			
43996202107437	Phenylephrine-Guaifenesin Tab SR 12HR 25-800 MG			
43996202107438	Phenylephrine-Guaifenesin Tab SR 12HR 25-900 MG			
43996202107439	Phenylephrine-Guaifenesin Tab SR 12HR 25-1200 MG			
43996202107440	Phenylephrine-Guaifenesin Tab SR 12HR 30-600 MG			
43996202107480	Phenylephrine-Guaifenesin Tab SR 12HR 40-600 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43996202107485	Phenylephrine-Guaifenesin Tab SR 12HR 40-1200 MG			
43996202300210	Pseudoephedrine-Guaifenesin Cap CR 60-300 MG			
43996202300220	Pseudoephedrine-Guaifenesin Cap CR 120-250 MG			
43996202306950	Pseudoephedrine-Guaifenesin Cap SR 12HR 90-400 MG			
43996202306970	Pseudoephedrine-Guaifenesin Cap SR 12HR 120-400 MG			
43996202307414	Pseudoephedrine-Guaifenesin Tab SR 12HR 45-800 MG			
43996202307415	Pseudoephedrine-Guaifenesin Tab SR 12HR 48-595 MG			
43996202307417	Pseudoephedrine-Guaifenesin Tab SR 12HR 50-1200 MG			
43996202307420	Pseudoephedrine-Guaifenesin Tab SR 12HR 58-600 MG			
43996202307425	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-500 MG			
43996202307430	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-550 MG			
43996202307433	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-580 MG			
43996202307435	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-600 MG			
43996202307440	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-800 MG			
43996202307447	Pseudoephedrine-Guaifenesin Tab SR 12HR 60-1200 MG			
43996202307449	Pseudoephedrine-Guaifenesin Tab SR 12HR 75-1200 MG			
43996202307450	Pseudoephedrine-Guaifenesin Tab SR 12HR 80-700 MG			
43996202307451	Pseudoephedrine-Guaifenesin Tab SR 12HR 80-780 MG			
43996202307452	Pseudoephedrine-Guaifenesin Tab SR 12HR 80-800 MG			
43996202307456	Pseudoephedrine-Guaifenesin Tab SR 12HR 85-795 MG			
43996202307462	Pseudoephedrine-Guaifenesin Tab SR 12HR 90-800 MG			
43996202307480	Pseudoephedrine-Guaifenesin Tab SR 12HR 120-600 MG			
43996202307492	Pseudoephedrine-Guaifenesin Tab SR 12HR 120-1200 MG			
43997002070920	Carbetapentane-Guaifenesin Liquid 20-100 MG/5ML			
43997002077440	Carbetapentane-Guaifenesin Tab SR 12 HR 60-600 MG			
43997002280310	Codeine-Guaifenesin Tab 10-300 MG			
43997002280920	Codeine-Guaifenesin Liquid 10-300 MG/20ML			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43997002280940	Codeine-Guaifenesin Liquid 10-100 MG/5ML			
43997002281210	Codeine-Guaifenesin Syrup 10-100 MG/5ML			
43997002450930	Dextromethorphan-Pot Guaiacolsulfonate Liqd 15-300 MG/5ML			
43997002520910	Dextromethorphan-Guaifenesin Liquid 10-100 MG/5ML			
43997002520913	Dextromethorphan-Guaifenesin Liquid 15-25 MG/5ML			
43997002521030	Dextromethorphan-Guaifenesin Elixir 20-200 MG/5ML			
43997002522060	Dextromethorphan-Guaifenesin Solution 25-225 MG/5ML			
43997002527407	Dextromethorphan-Guaifenesin Tab SR 12HR 20-1200 MG			
43997002527410	Dextromethorphan-Guaifenesin Tab SR 12HR 28-600 MG			
43997002527420	Dextromethorphan-Guaifenesin Tab SR 12HR 30-500 MG			
43997002527430	Dextromethorphan-Guaifenesin Tab SR 12HR 30-600 MG			
43997002527440	Dextromethorphan-Guaifenesin Tab SR 12HR 30-800 MG			
43997002527460	Dextromethorphan-Guaifenesin Tab SR 12HR 55-1000 MG			
43997002527470	Dextromethorphan-Guaifenesin Tab SR 12HR 60-1000 MG			
43997002527475	Dextromethorphan-Guaifenesin Tab SR 12HR 60-1200 MG			
43997002700305	Hydrocodone-Guaifenesin Tab 2.5-300 MG			
43997002701215	Hydrocodone-Guaifenesin Syrup 2.5-200 MG/5ML			
43997002701218	Hydrocodone-Guaifenesin Syrup 3.5-100 MG/5ML			
43997002701220	Hydrocodone-Guaifenesin Syrup 5-100 MG/5ML			
43997002721223	Hydrocodone-Pot Guaiaco Syrup 2.5-120 MG/5ML			
43997002721226	Hydrocodone-Pot Guaiaco Syrup 4.5-300 MG/5ML			
43997002721230	Hydrocodone-Pot Guaiaco Syrup 5-300 MG/5ML			
43997002721240	Hydrocodone-Pot Guaiaco Syrup 5-400 MG/5ML			
43997002721248	Hydrocodone-Pot Guaiaco Syrup 3-150 MG/5ML			
43997303100935	Phenylephrine w/ DM-GG Liqd 10-30-200 MG/5ML			
43997303101215	Phenylephrine w/ DM-GG Syrup 10-30-200 MG/5ML			
43997303101217	Phenylephrine w/ DM-GG Syrup 12.5-25-175 MG/5ML			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43997303101250	Phenylephrine w/ DM-GG Syrup 10-20-100 MG/5ML			
43997303107420	Phenylephrine w/ DM-GG Tab SR 12HR 10-30-600 MG			
43997303107425	Phenylephrine w/ DM-GG Tab SR 12HR 20-20-800 MG			
43997303107427	Phenylephrine w/ DM-GG Tab SR 12HR 20-25-550 MG			
43997303107445	Phenylephrine w/ DM-GG Tab SR 12HR 30-30-1200 MG			
43997303107460	Phenylephrine w/ DM-GG Tab SR 12HR 40-20-1200 MG			
43997303107470	Phenylephrine w/ DM-GG Tab SR 12HR 40-60-600 MG			
43997303141207	Phenylephrine w/ Hydrocodone-GG Syrup 6-2.5-150 MG/5ML			
43997303141210	Phenylephrine w/ Hydrocodone-GG Syrup 7.5-2.5-50 MG/5ML			
43997303141214	Phenylephrine w/ Hydrocodone-GG Syrup 7.5-5-100 MG/5ML			
43997303141218	Phenylephrine w/ Hydrocodone-GG Syrup 10-2-100 MG/5ML			
43997303142020	Phenylephrine w/ Hydrocodone-GG Solution 10-2.5-225 MG/5ML			
43997303301240	Pseudoephedrine w/ COD-GG Syrup 60-20-200 MG/5ML			
43997303302010	Pseudoephedrine w/ COD-GG Soln 30-10-100 MG/5ML			
43997303321262	Pseudoephedrine w/ DM-GG Syrup 40-15-100 MG/5ML			
43997303327422	Pseudoephedrine w/ DM-GG Tab SR 12HR 45-30-800 MG			
43997303327424	Pseudoephedrine w/ DM-GG Tab SR 12HR 48-32-595 MG			
43997303327428	Pseudoephedrine w/ DM-GG Tab SR 12HR 60-30-550 MG			
43997303327431	Pseudoephedrine w/ DM-GG Tab SR 12HR 60-30-580 MG			
43997303327435	Pseudoephedrine w/ DM-GG Tab SR 12HR 60-30-600 MG			
43997303327445	Pseudoephedrine w/ DM-GG Tab SR 12HR 60-30-800 MG			
43997303327457	Pseudoephedrine w/ DM-GG Tab SR 12HR 60-60-1200 MG			
43997303327464	Pseudoephedrine w/ DM-GG Tab SR 12HR 80-40-700 MG			
43997303327466	Pseudoephedrine w/ DM-GG Tab SR 12HR 80-40-780 MG			
43997303327470	Pseudoephedrine w/ DM-GG Tab SR 12HR 90-60-800 MG			
43997303331220	Pseudoephedrine-Dihydrocodeine-GG Syrup 15-7.5-100 MG/5ML			
43997303341010	Pseudoephedrine w/ Hydrocodone-GG Elixir 30-2.5-100 MG/5ML			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43997303341210	Pseudoephedrine w/ Hydrocodone-GG Syrup 15-3-100 MG/5ML			
43997303342008	Pseudoephedrine w/ Hydrocodone-GG Soln 30-2.5-100 MG/5ML			
43997303601230	Phenylephrine-Carbetapentane-GG Syrup 15-20-100 MG/5ML			
43997503100920	Brompheniramine w/ DM-GG Liquid 2-15-200 MG/5ML			
43998004171220	Phenyleph-Bromphen-DM-Guaifenesin Syrup 5-2-5-50 MG/5ML			
43998004261240	Phenyleph-Chlorphen w/ DM-GG Syrup 10-2-7.5-100 MG/5ML			
43998004591220	Pseudoephed-Bromphen-DM-GG Syrup 30-2-5-50 MG/5ML			
43998006300920	Phenyleph-DM-Pyril-Pot Guai-Sod Cit-Cit Acid Liquid			
44100030102020	Ipratropium Bromide Inhal Soln 0.02%			
44150010102505	Cromolyn Sodium Soln Nebu 20 MG/2ML			
44201010003405	Albuterol Inhal Aerosol 90 MCG/ACT			
44201010100305	Albuterol Sulfate Tab 2 MG			
44201010100310	Albuterol Sulfate Tab 4 MG			
44201010101205	Albuterol Sulfate Syrup 2 MG/5ML			
44201010102515	Albuterol Sulfate Soln Nebu 0.083%			
44201010102520	Albuterol Sulfate Soln Nebu 0.5% (5 MG/ML)			
44201010102560	Albuterol Sulfate Soln Nebu 1.25 MG/3ML (Base Equiv)			
44201010103410	Albuterol Sulfate Inhal Aero 108 MCG/ACT (90MCG Base Equiv)			
44201050201205	Metaproterenol Sulfate Syrup 10 MG/5ML			
44201050202503	Metaproterenol Sulfate Soln Nebu 0.4%			
44201050202505	Metaproterenol Sulfate Soln Nebu 0.6%			
44201060200305	Terbutaline Sulfate Tab 2.5 MG			
44201060200310	Terbutaline Sulfate Tab 5 MG			
44201060202005	Terbutaline Sulfate Inj 1 MG/ML			
44202020202010	Epinephrine HCl Inj 1 MG/ML			
44300010000305	Aminophylline Tab 100 MG			
44300010000310	Aminophylline Tab 200 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
44300040006923	Theophylline Cap SR 12HR 125 MG			
44300040006930	Theophylline Cap SR 12HR 200 MG			
44300040006940	Theophylline Cap SR 12HR 300 MG			
44300040007420	Theophylline Tab SR 12HR 100 MG			
44300040007430	Theophylline Tab SR 12HR 200 MG			
44300040007440	Theophylline Tab SR 12HR 300 MG			
44300040007455	Theophylline Tab SR 12HR 450 MG			
44300040007540	Theophylline Tab SR 24HR 400 MG			
44991002200315	Dyphylline-Guaifenesin Tab 200-200 MG			
44991002200920	Dyphylline-Guaifenesin Liqd 100-100 MG/5ML			
44991002201010	Dyphylline-Guaifenesin Elixir 100-100 MG/15ML			
44992203151010	Theophylline-PSE-GG Elixir 150-30-150 MG/15ML			
46600020002010	Lactulose Solution 10 GM/15ML			
46600033002910	Polyethylene Glycol 3350 Oral Powder			
46600033003020	Polyethylene Glycol 3350 Oral Packet			
46992004302120	PEG 3350-KCl-Sod Bicarb-NaCl For Soln 420 GM			
46992005302140	PEG 3350-KCl-Na Bicarb-NaCl-Na Sulfate For Soln 240 GM			
47100010100310	Diphenoxylate w/ Atropine Tab 2.5-0.025 MG			
47100010100910	Diphenoxylate w/ Atropine Liq 2.5-0.025 MG/5ML			
47100020100105	Loperamide HCl Cap 2 MG			
47100030201510	Opium Tincture 10%			
47100040001510	Paregoric 2 MG/5ML			
49101010100310	Atropine Sulfate Tab 0.4 MG			
49101010102005	Atropine Sulfate Inj 0.05 MG/ML			
49101010102020	Atropine Sulfate Inj 0.4 MG/ML			
49101010102028	Atropine Sulfate Inj 0.8 MG/ML			
49101010102030	Atropine Sulfate Inj 1 MG/ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
49101030100310	Hyoscyamine Sulfate Tab 0.125 MG			
49101030100710	Hyoscyamine Sulfate Tab SL 0.125 MG			
49101030101055	Hyoscyamine Sulfate Elixir 0.125 MG/5ML			
49101030102050	Hyoscyamine Sulfate Soln 0.125 MG/ML			
49101030106920	Hyoscyamine Sulfate Cap SR 12HR 0.375 MG			
49101030107220	Hyoscyamine Sulfate Orally Disintegrating Tab 0.125 MG			
49101030107420	Hyoscyamine Sulfate Tab SR 12HR 0.375 MG			
49102030000310	Glycopyrrolate Tab 1 MG			
49102030000315	Glycopyrrolate Tab 2 MG			
49102030002010	Glycopyrrolate Inj 0.2 MG/ML			
49102070100310	Propantheline Bromide Tab 15 MG			
49103010100105	Dicyclomine HCl Cap 10 MG			
49103010100305	Dicyclomine HCl Tab 20 MG			
49103010102050	Dicyclomine HCl Oral Soln 10 MG/5ML			
49109902155210	Belladonna Alkaloids & Opium Suppos 16.2-30 MG			
49109902155220	Belladonna Alkaloids & Opium Suppos 16.2-60 MG			
49109902250312	Belladonna Alkaloids-Phenobarbital Tab 16.2 MG			
49109902250430	Belladonna Alkaloids-Phenobarbital Tab CR 48 MG			
49109902251010	Belladonna Alkaloids-Phenobarbital Elixir 16 MG/5ML			
49109902450110	Clidinium & Chlordiazepoxide Cap 2.5-5 MG			
49200010000305	Cimetidine Tab 200 MG			
49200010000310	Cimetidine Tab 300 MG			
49200010000315	Cimetidine Tab 400 MG			
49200010000320	Cimetidine Tab 800 MG			
49200010102005	Cimetidine HCl Inj 150 MG/ML			
49200010102050	Cimetidine HCl Soln 300 MG/5ML			
49200020100105	Ranitidine HCl Cap 150 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
49200020100110	Ranitidine HCl Cap 300 MG			
49200020100305	Ranitidine HCl Tab 150 MG			
49200020100310	Ranitidine HCl Tab 300 MG			
49200020101210	Ranitidine HCl Syrup 15 MG/ML (75 MG/5ML)			
49200020102005	Ranitidine HCl Inj 25 MG/ML			
49200030000320	Famotidine Tab 20 MG			
49200030000340	Famotidine Tab 40 MG			
49200030002010	Famotidine Inj 10 MG/ML			
49200040000110	Nizatidine Cap 150 MG			
49200040000120	Nizatidine Cap 300 MG			
49250030000310	Misoprostol Tab 100 MCG			
49250030000320	Misoprostol Tab 200 MCG			
49270060006510	Omeprazole Cap Delayed Release 10 MG			
49270060006520	Omeprazole Cap Delayed Release 20 MG			
49300010000305	Sucralfate Tab 1 GM			
49300010001820	Sucralfate Susp 1 GM/10ML			
50200050000305	Meclizine HCl Tab 12.5 MG			
50200050000310	Meclizine HCl Tab 25 MG			
50200050000313	Meclizine HCl Tab 32 MG			
50200070100110	Trimethobenzamide HCl Cap 250 MG			
50200070100120	Trimethobenzamide HCl Cap 300 MG			
50200070102005	Trimethobenzamide HCl Inj 100 MG/ML			
50309902855210	Trimethobenzamide-Benzocaine Suppos 100 MG-2%			
50309902855220	Trimethobenzamide-Benzocaine Suppos 200 MG-2%			
51990003200175	Amylase-Lipase-Protease Cap 15000-1200-15000 Unit			
51990003200180	Amylase-Lipase-Protease Cap 30000-2400-30000 Unit			
51990003200310	Amylase-Lipase-Protease Tab 30000-8000-30000 Unit			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
51990003206735	Amy-Lip-Prot DR Particles Cap 16600-5000-18750 Unit			
51990003206748	Amy-Lip-Prot DR Particles Cap 20000-4500-25000 Unit			
51990003206772	Amy-Lip-Prot DR Particles Cap 33200-10000-37500 Unit			
51990003206774	Amy-Lip-Prot DR Particles Cap 39000-12000-39000 Unit			
51990003206780	Amy-Lip-Prot DR Particles Cap 48000-16000-48000 Unit			
51990003206784	Amy-Lip-Prot DR Particles Cap 56000-20000-44000 Unit			
51990003206785	Amy-Lip-Prot DR Particles Cap 58500-18000-58500 Unit			
51990003206786	Amy-Lip-Prot DR Particles Cap 66400-20000-75000 Unit			
51990003206787	Amy-Lip-Prot DR Particles Cap 65000-20000-65000 Unit			
52100040000120	Ursodiol Cap 300 MG			
52300010002005	Dexpanthenol Inj 250 MG/ML			
52300020100303	Metoclopramide HCl Tab 5 MG			
52300020100305	Metoclopramide HCl Tab 10 MG			
52300020101205	Metoclopramide HCl Syrup 5 MG/5ML			
52300020102005	Metoclopramide HCl Inj 5 MG/ML			
52400020002010	Lactulose (Encephalopathy) Solution 10 GM/15ML			
52500030005105	Mesalamine Enema 4 GM			
52500060000310	Sulfasalazine Tab 500 MG			
52500060000610	Sulfasalazine Tab Delayed Release 500 MG			
53000020100310	Methenamine Mandelate Tab 0.5 GM			
53000020100320	Methenamine Mandelate Tab 1 GM			
53000020200305	Methenamine Hippurate Tab 1 GM			
53000050100115	Nitrofurantoin Macrocrystalline Cap 50 MG			
53000050100120	Nitrofurantoin Macrocrystalline Cap 100 MG			
53000050150120	Nitrofurantoin Monohydrate Macrocrystalline Cap 100 MG			
53992005100310	Methenamine-Bella Alk-Meth Blue-Phenyl Sal Tab			
53992005200322	Methenamine-Hyosc-Meth Blue-Sod Phos-Phenyl Sal Tab 81.6 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
53992005200330	Methenamine-Hyosc-Meth Blue-Sod Phos-Phenyl Sal Tab 120 MG			
53992006200620	Methen-Meth Blue-Benz Acd-Phenyl Sal-Atrop-Hyosc Tab DR			
54000010100305	Bethanechol Chloride Tab 5 MG			
54000010100310	Bethanechol Chloride Tab 10 MG			
54000010100315	Bethanechol Chloride Tab 25 MG			
54000010100320	Bethanechol Chloride Tab 50 MG			
54000020100305	Flavoxate HCl Tab 100 MG			
54000030100305	Oxybutynin Chloride Tab 5 MG			
54000030101205	Oxybutynin Chloride Syrup 5 MG/5ML			
54000040000305	Hyoscyamine Tab 0.15 MG			
54990003100310	Phenazopyridine-Butabarbital-Hyoscyamine Tab 150-15-0.3 MG			
55100018103720	Clindamycin Phosphate Vaginal Cream 2%			
55100035004020	Metronidazole Vaginal Gel 0.75%			
55100050000310	Nystatin Vaginal Tab 100000 Unit			
55104050105210	Miconazole Nitrate Vaginal Suppos 200 MG			
55104050106410	Miconazole Nitrate Vaginal Supp 200 MG & 2% Cream 9 GM Kit			
55104070003710	Terconazole Vaginal Cream 0.4%			
55104070003720	Terconazole Vaginal Cream 0.8%			
55104070005210	Terconazole Vaginal Suppos 80 MG			
55400006103700	Amino Acid-Urea Cervical Cream			
55400030004000	Acetic Acid Vaginal Gel			
56202010200420	Potassium Citrate Tab CR 540 MG (5 MEQ)			
56202010200440	Potassium Citrate Tab CR 1080 MG (10 MEQ)			
56202020002010	Sodium Citrate & Citric Acid Soln 500-334 MG/5ML			
56202022002025	Potassium Citrate & Citric Acid Soln 1100-334 MG/5ML			
56202022003010	Potassium Citrate & Citric Acid Powder Pack 3300-1002 MG			
56202030101220	Pot & Sod Citrates w/ Cit Ac Syrup 550-500-334 MG/5ML			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
56300010100305	Phenazopyridine HCl Tab 100 MG			
56300010100310	Phenazopyridine HCl Tab 200 MG			
56500010002010	Dimethyl Sulfoxide Soln 50%			
56700040002005	Acetic Acid Irrigation Soln 0.25%			
56700060002010	Sodium Chloride Irrigation Soln 0.9%			
56851030000320	Finasteride Tab 5 MG			
56852070107020	Tamsulosin HCl Cap SR 24HR 0.4 MG			
57100010000305	Alprazolam Tab 0.25 MG			
57100010000310	Alprazolam Tab 0.5 MG			
57100010000315	Alprazolam Tab 1 MG			
57100010000320	Alprazolam Tab 2 MG			
57100010007505	Alprazolam Tab SR 24HR 0.5 MG			
57100010007510	Alprazolam Tab SR 24HR 1 MG			
57100010007520	Alprazolam Tab SR 24HR 2 MG			
57100010007530	Alprazolam Tab SR 24HR 3 MG			
57100020100105	Chlordiazepoxide HCl Cap 5 MG			
57100020100110	Chlordiazepoxide HCl Cap 10 MG			
57100020100115	Chlordiazepoxide HCl Cap 25 MG			
57100030100305	Clorazepate Dipotassium Tab 3.75 MG			
57100030100310	Clorazepate Dipotassium Tab 7.5 MG			
57100030100320	Clorazepate Dipotassium Tab 15 MG			
57100040000305	Diazepam Tab 2 MG			
57100040000310	Diazepam Tab 5 MG			
57100040000315	Diazepam Tab 10 MG			
57100040002001	Diazepam Soln 1 MG/ML			
57100040002010	Diazepam Inj 5 MG/ML			
57100060000305	Lorazepam Tab 0.5 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
57100060000310	Lorazepam Tab 1 MG			
57100060000315	Lorazepam Tab 2 MG			
57100060002005	Lorazepam Inj 2 MG/ML			
57100060002010	Lorazepam Inj 4 MG/ML			
57100070000105	Oxazepam Cap 10 MG			
57100070000110	Oxazepam Cap 15 MG			
57100070000115	Oxazepam Cap 30 MG			
57200005100310	Buspirone HCl Tab 5 MG			
57200005100315	Buspirone HCl Tab 7.5 MG			
57200005100320	Buspirone HCl Tab 10 MG			
57200005100330	Buspirone HCl Tab 15 MG			
57200005100340	Buspirone HCl Tab 30 MG			
57200030002005	Droperidol Inj 2.5 MG/ML			
57200040100305	Hydroxyzine HCl Tab 10 MG			
57200040100310	Hydroxyzine HCl Tab 25 MG			
57200040100315	Hydroxyzine HCl Tab 50 MG			
57200040101210	Hydroxyzine HCl Syrup 10 MG/5ML			
57200040102005	Hydroxyzine HCl IM Soln 25 MG/ML			
57200040102010	Hydroxyzine HCl IM Soln 50 MG/ML			
57200040200105	Hydroxyzine Pamoate Cap 25 MG			
57200040200110	Hydroxyzine Pamoate Cap 50 MG			
57200040200115	Hydroxyzine Pamoate Cap 100 MG			
57200050000305	Meprobamate Tab 200 MG			
57200050000310	Meprobamate Tab 400 MG			
58030050000308	Mirtazapine Tab 7.5 MG			
58030050000315	Mirtazapine Tab 15 MG			
58030050000330	Mirtazapine Tab 30 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
58030050000345	Mirtazapine Tab 45 MG			
58030050007215	Mirtazapine Orally Disintegrating Tab 15 MG			
58030050007230	Mirtazapine Orally Disintegrating Tab 30 MG			
58030050007245	Mirtazapine Orally Disintegrating Tab 45 MG			
58100030100305	Tranylcypromine Sulfate Tab 10 MG			
58120050100305	Nefazodone HCl Tab 50 MG			
58120050100310	Nefazodone HCl Tab 100 MG			
58120050100320	Nefazodone HCl Tab 150 MG			
58120050100330	Nefazodone HCl Tab 200 MG			
58120050100340	Nefazodone HCl Tab 250 MG			
58120080100305	Trazodone HCl Tab 50 MG			
58120080100310	Trazodone HCl Tab 100 MG			
58120080100315	Trazodone HCl Tab 150 MG			
58120080100325	Trazodone HCl Tab 300 MG			
58160020100310	Citalopram Hydrobromide Tab 10 MG (Base Equiv)			
58160020100320	Citalopram Hydrobromide Tab 20 MG (Base Equiv)			
58160020100340	Citalopram Hydrobromide Tab 40 MG (Base Equiv)			
58160020102020	Citalopram Hydrobromide Oral Soln 10 MG/5ML			
58160040000110	Fluoxetine HCl Cap 10 MG			
58160040000120	Fluoxetine HCl Cap 20 MG			
58160040000140	Fluoxetine HCl Cap 40 MG			
58160040000310	Fluoxetine HCl Tab 10 MG			
58160040000320	Fluoxetine HCl Tab 20 MG			
58160040002020	Fluoxetine HCl Solution 20 MG/5ML			
58160045100310	Fluvoxamine Maleate Tab 25 MG			
58160045100320	Fluvoxamine Maleate Tab 50 MG			
58160045100330	Fluvoxamine Maleate Tab 100 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
58160060000310	Paroxetine HCl Tab 10 MG			
58160060000320	Paroxetine HCl Tab 20 MG			
58160060000330	Paroxetine HCl Tab 30 MG			
58160060000340	Paroxetine HCl Tab 40 MG			
58160070100305	Sertraline HCl Tab 25 MG			
58160070100310	Sertraline HCl Tab 50 MG			
58160070100320	Sertraline HCl Tab 100 MG			
58160070101320	Sertraline HCl Oral Conc 20 MG/ML			
58180090100320	Venlafaxine HCl Tab 25 MG			
58180090100340	Venlafaxine HCl Tab 37.5 MG			
58180090100350	Venlafaxine HCl Tab 50 MG			
58180090100360	Venlafaxine HCl Tab 75 MG			
58180090100370	Venlafaxine HCl Tab 100 MG			
58200010100305	Amitriptyline HCl Tab 10 MG			
58200010100310	Amitriptyline HCl Tab 25 MG			
58200010100315	Amitriptyline HCl Tab 50 MG			
58200010100320	Amitriptyline HCl Tab 75 MG			
58200010100325	Amitriptyline HCl Tab 100 MG			
58200010100330	Amitriptyline HCl Tab 150 MG			
58200010102900	Amitriptyline HCl Powder			
58200020000305	Amoxapine Tab 25 MG			
58200020000310	Amoxapine Tab 50 MG			
58200020000320	Amoxapine Tab 150 MG			
58200025100120	Clomipramine HCl Cap 25 MG			
58200025100130	Clomipramine HCl Cap 50 MG			
58200025100140	Clomipramine HCl Cap 75 MG			
58200030100305	Desipramine HCl Tab 10 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
58200030100310	Desipramine HCl Tab 25 MG			
58200030100315	Desipramine HCl Tab 50 MG			
58200030100320	Desipramine HCl Tab 75 MG			
58200030100325	Desipramine HCl Tab 100 MG			
58200030100330	Desipramine HCl Tab 150 MG			
58200040100105	Doxepin HCl Cap 10 MG			
58200040100110	Doxepin HCl Cap 25 MG			
58200040100115	Doxepin HCl Cap 50 MG			
58200040100120	Doxepin HCl Cap 75 MG			
58200040100125	Doxepin HCl Cap 100 MG			
58200040100130	Doxepin HCl Cap 150 MG			
58200040101305	Doxepin HCl Conc 10 MG/ML			
58200050100305	Imipramine HCl Tab 10 MG			
58200050100310	Imipramine HCl Tab 25 MG			
58200050100315	Imipramine HCl Tab 50 MG			
58200050200105	Imipramine Pamoate Cap 75 MG			
58200050200110	Imipramine Pamoate Cap 100 MG			
58200050200115	Imipramine Pamoate Cap 125 MG			
58200050200120	Imipramine Pamoate Cap 150 MG			
58200060100105	Nortriptyline HCl Cap 10 MG			
58200060100110	Nortriptyline HCl Cap 25 MG			
58200060100115	Nortriptyline HCl Cap 50 MG			
58200060100120	Nortriptyline HCl Cap 75 MG			
58200060102005	Nortriptyline HCl Soln 10 MG/5ML			
58200080100110	Trimipramine Maleate Cap 50 MG			
58300010100305	Maprotiline HCl Tab 25 MG			
58300010100310	Maprotiline HCl Tab 50 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
58300010100315	Maprotiline HCl Tab 75 MG			
58300040100305	Bupropion HCl Tab 75 MG			
58300040100310	Bupropion HCl Tab 100 MG			
58300040107420	Bupropion HCl Tab SR 12HR 100 MG			
58300040107430	Bupropion HCl Tab SR 12HR 150 MG			
58300040107440	Bupropion HCl Tab SR 12HR 200 MG			
59100010100305	Haloperidol Tab 0.5 MG			
59100010100310	Haloperidol Tab 1 MG			
59100010100315	Haloperidol Tab 2 MG			
59100010100320	Haloperidol Tab 5 MG			
59100010100325	Haloperidol Tab 10 MG			
59100010100330	Haloperidol Tab 20 MG			
59100010201305	Haloperidol Lactate Oral Conc 2 MG/ML			
59100010202005	Haloperidol Lactate Inj 5 MG/ML			
59100010302010	Haloperidol Decanoate IM Soln 50 MG/ML			
59100010302020	Haloperidol Decanoate IM Soln 100 MG/ML			
59152020000320	Clozapine Tab 25 MG			
59152020000330	Clozapine Tab 100 MG			
59154020200105	Loxapine Succinate Cap 5 MG			
59154020200110	Loxapine Succinate Cap 10 MG			
59154020200115	Loxapine Succinate Cap 25 MG			
59154020200120	Loxapine Succinate Cap 50 MG			
59200015100305	Chlorpromazine HCl Tab 10 MG			
59200015100310	Chlorpromazine HCl Tab 25 MG			
59200015100315	Chlorpromazine HCl Tab 50 MG			
59200015100320	Chlorpromazine HCl Tab 100 MG			
59200015100325	Chlorpromazine HCl Tab 200 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
59200025100305	Fluphenazine HCl Tab 1 MG			
59200025100310	Fluphenazine HCl Tab 2.5 MG			
59200025100315	Fluphenazine HCl Tab 5 MG			
59200025100320	Fluphenazine HCl Tab 10 MG			
59200025302005	Fluphenazine Decanoate Inj 25 MG/ML			
59200045000305	Perphenazine Tab 2 MG			
59200045000310	Perphenazine Tab 4 MG			
59200045000315	Perphenazine Tab 8 MG			
59200045000320	Perphenazine Tab 16 MG			
59200045001350	Perphenazine Conc 16 MG/5ML			
59200055005215	Prochlorperazine Suppos 25 MG			
59200055100305	Prochlorperazine Maleate Tab 5 MG			
59200055100310	Prochlorperazine Maleate Tab 10 MG			
59200055202005	Prochlorperazine Edisylate Inj 5 MG/ML			
59200080100305	Thioridazine HCl Tab 10 MG			
59200080100315	Thioridazine HCl Tab 25 MG			
59200080100320	Thioridazine HCl Tab 50 MG			
59200080100325	Thioridazine HCl Tab 100 MG			
59200085100305	Trifluoperazine HCl Tab 1 MG			
59200085100310	Trifluoperazine HCl Tab 2 MG			
59200085100315	Trifluoperazine HCl Tab 5 MG			
59200085100320	Trifluoperazine HCl Tab 10 MG			
59300020100105	Thiothixene Cap 1 MG			
59300020100110	Thiothixene Cap 2 MG			
59300020100115	Thiothixene Cap 5 MG			
59300020100120	Thiothixene Cap 10 MG			
59500010100103	Lithium Carbonate Cap 150 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
59500010100105	Lithium Carbonate Cap 300 MG			
59500010100110	Lithium Carbonate Cap 600 MG			
59500010100305	Lithium Carbonate Tab 300 MG			
59500010100405	Lithium Carbonate Tab CR 300 MG			
59500010100410	Lithium Carbonate Tab CR 450 MG			
59500010202010	Lithium Citrate Oral Soln 8 mEq/5ML			
60100040000310	Mephobarbital Tab 50 MG			
60100040000315	Mephobarbital Tab 100 MG			
60100060000305	Phenobarbital Tab 15 MG			
60100060000308	Phenobarbital Tab 16.2 MG			
60100060000315	Phenobarbital Tab 30 MG			
60100060000317	Phenobarbital Tab 32.4 MG			
60100060000320	Phenobarbital Tab 60 MG			
60100060000322	Phenobarbital Tab 64.8 MG			
60100060000324	Phenobarbital Tab 97.2 MG			
60100060000325	Phenobarbital Tab 100 MG			
60100060001010	Phenobarbital Elixir 20 MG/5ML			
60200020001210	Chloral Hydrate Syrup 500 MG/5ML			
60201005000310	Estazolam Tab 1 MG			
60201005000320	Estazolam Tab 2 MG			
60201010100105	Flurazepam HCl Cap 15 MG			
60201010100110	Flurazepam HCl Cap 30 MG			
60201025101220	Midazolam HCl Syrup 2 MG/ML (Base Equivalent)			
60201025102001	Midazolam HCl Inj 1 MG/ML (Base Equivalent)			
60201025102005	Midazolam HCl Inj 5 MG/ML (Base Equivalent)			
60201030000105	Temazepam Cap 15 MG			
60201030000110	Temazepam Cap 30 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
60201040000305	Triazolam Tab 0.125 MG			
60201040000310	Triazolam Tab 0.25 MG			
61100020100305	Dextroamphetamine Sulfate Tab 5 MG			
61100020100310	Dextroamphetamine Sulfate Tab 10 MG			
61100020107005	Dextroamphetamine Sulfate Cap SR 24HR 5 MG			
61100020107010	Dextroamphetamine Sulfate Cap SR 24HR 10 MG			
61100020107015	Dextroamphetamine Sulfate Cap SR 24HR 15 MG			
61109902100305	Amphetamine-Dextroamphetamine Tab 5 MG			
61109902100307	Amphetamine-Dextroamphetamine Tab 7.5 MG			
61109902100310	Amphetamine-Dextroamphetamine Tab 10 MG			
61109902100312	Amphetamine-Dextroamphetamine Tab 12.5 MG			
61109902100315	Amphetamine-Dextroamphetamine Tab 15 MG			
61109902100320	Amphetamine-Dextroamphetamine Tab 20 MG			
61109902100330	Amphetamine-Dextroamphetamine Tab 30 MG			
61200020100305	Diethylpropion HCl Tab 25 MG			
61200020107510	Diethylpropion HCl Tab SR 24HR 75 MG			
61200050100305	Phendimetrazine Tartrate Tab 35 MG			
61200050107010	Phendimetrazine Tartrate Cap SR 24HR 105 MG			
61200070100110	Phentermine HCl Cap 15 MG			
61200070100115	Phentermine HCl Cap 30 MG			
61200070100120	Phentermine HCl Cap 37.5 MG			
61200070100310	Phentermine HCl Tab 37.5 MG			
61400020100305	Methylphenidate HCl Tab 5 MG			
61400020100310	Methylphenidate HCl Tab 10 MG			
61400020100315	Methylphenidate HCl Tab 20 MG			
61400020100403	Methylphenidate HCl Tab CR 10 MG			
61400020100405	Methylphenidate HCl Tab CR 20 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
61400030000305	Pemoline Tab 18.75 MG			
61400030000310	Pemoline Tab 37.5 MG			
61400030000315	Pemoline Tab 75 MG			
61400030000505	Pemoline Chew Tab 37.5 MG			
62000010000310	Ergoloid Mesylates Tab 1 MG			
62100002107430	Bupropion HCl (Smoking Deterrent) Tab SR 12HR 150 MG			
62100005008520	Nicotine TD Patch 24HR 7 MG/24HR			
62100005008530	Nicotine TD Patch 24HR 14 MG/24HR			
62100005008540	Nicotine TD Patch 24HR 21 MG/24HR			
62992002200310	Chlordiazepoxide-Amitriptyline Tab 5-12.5 MG			
62992002200320	Chlordiazepoxide-Amitriptyline Tab 10-25 MG			
62994002600310	Perphenazine-Amitriptyline Tab 2-10 MG			
62994002600315	Perphenazine-Amitriptyline Tab 2-25 MG			
62994002600320	Perphenazine-Amitriptyline Tab 4-10 MG			
62994002600325	Perphenazine-Amitriptyline Tab 4-25 MG			
62994002600330	Perphenazine-Amitriptyline Tab 4-50 MG			
64100010000615	Aspirin Tab Delayed Release 975 MG			
64100050000310	Diflunisal Tab 500 MG			
64100075000305	Salsalate Tab 500 MG			
64100075000310	Salsalate Tab 750 MG			
64109902200305	Choline & Magnesium Salicylates Tab 500 MG			
64109902200310	Choline & Magnesium Salicylates Tab 750 MG			
64109902200315	Choline & Magnesium Salicylates Tab 1000 MG			
64109902200910	Choline & Magnesium Salicylates Liq 500 MG/5ML			
64990003130120	Acetaminophen-Salicylamide-Phenyltoloxamine Cap 300-200-20MG			
64990004450120	APAP-Salicylamide-Phenyltolox-Caffeine Cap 325-250-20-50 MG			
64991002120310	Butalbital-Acetaminophen Tab 50-325 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
64991002120320	Butalbital-Acetaminophen Tab 50-650 MG			
64991002300315	Phenyltoloxamine w/ APAP Tab 30-500 MG			
64991002300320	Phenyltoloxamine w/ APAP Tab 50-500 MG			
64991002300335	Phenyltoloxamine w/ APAP Tab 60-650 MG			
64991002300430	Phenyltoloxamine w/ APAP Tab CR 66-600 MG			
64991003100110	Butalbital-Acetaminophen-Caffeine Cap 50-325-40 MG			
64991003100120	Butalbital-Acetaminophen-Caffeine Cap 50-500-40 MG			
64991003100310	Butalbital-Acetaminophen-Caffeine Tab 50-325-40 MG			
64991003100320	Butalbital-Acetaminophen-Caffeine Tab 50-500-40 MG			
64991003300120	Butalbital-Aspirin-Caffeine Cap 50-325-40 MG			
64991003300320	Butalbital-Aspirin-Caffeine Tab 50-325-40 MG			
65100020102003	Codeine Phosphate Inj 15 MG/ML			
65100020102900	Codeine Phosphate Powder			
65100020107320	Codeine Phosphate Soluble Tab 30 MG			
65100020200305	Codeine Sulfate Tab 15 MG			
65100020200310	Codeine Sulfate Tab 30 MG			
65100020200315	Codeine Sulfate Tab 60 MG			
65100025008620	Fentanyl TD Patch 72HR 25 MCG/HR			
65100025008630	Fentanyl TD Patch 72HR 50 MCG/HR			
65100025008640	Fentanyl TD Patch 72HR 75 MCG/HR			
65100025008650	Fentanyl TD Patch 72HR 100 MCG/HR			
65100025102005	Fentanyl Citrate Inj 0.05 MG/ML			
65100025108450	Fentanyl Citrate Lollipop 200 MCG			
65100025108455	Fentanyl Citrate Lollipop 400 MCG			
65100025108460	Fentanyl Citrate Lollipop 600 MCG			
65100025108465	Fentanyl Citrate Lollipop 800 MCG			
65100025108485	Fentanyl Citrate Lollipop 1600 MCG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
65100035100310	Hydromorphone HCl Tab 2 MG			
65100035100320	Hydromorphone HCl Tab 4 MG			
65100035100330	Hydromorphone HCl Tab 8 MG			
65100035102005	Hydromorphone HCl Inj 1 MG/ML			
65100035102010	Hydromorphone HCl Inj 2 MG/ML			
65100035102025	Hydromorphone HCl Inj 10 MG/ML			
65100035105205	Hydromorphone HCl Suppos 3 MG			
65100040100305	Levorphanol Tartrate Tab 2 MG			
65100045100305	Meperidine HCl Tab 50 MG			
65100045100310	Meperidine HCl Tab 100 MG			
65100045102020	Meperidine HCl Inj 75 MG/ML			
65100045102030	Meperidine HCl Inj 100 MG/ML			
65100050100305	Methadone HCl Tab 5 MG			
65100050100310	Methadone HCl Tab 10 MG			
65100050101310	Methadone HCl Conc 10 MG/ML			
65100050102010	Methadone HCl Soln 5 MG/5ML			
65100050102015	Methadone HCl Soln 10 MG/5ML			
65100050107320	Methadone HCl Tab For Oral Susp 40 MG			
65100055100310	Morphine Sulfate Tab 15 MG			
65100055100315	Morphine Sulfate Tab 30 MG			
65100055102005	Morphine Sulfate Inj 2 MG/ML			
65100055102010	Morphine Sulfate Inj 4 MG/ML			
65100055102015	Morphine Sulfate Inj 5 MG/ML			
65100055102030	Morphine Sulfate Inj 10 MG/ML			
65100055102040	Morphine Sulfate Inj 15 MG/ML			
65100055102044	Morphine Sulfate IV Soln 25 MG/ML			
65100055102049	Morphine Sulfate IV Soln 50 MG/ML			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
65100055102065	Morphine Sulfate Oral Soln 10 MG/5ML			
65100055102070	Morphine Sulfate Oral Soln 20 MG/5ML			
65100055102090	Morphine Sulfate Oral Soln 20 MG/ML			
65100055105210	Morphine Sulfate Suppos 10 MG			
65100055107314	Morphine Sulfate Tab Sol 10 MG			
65100055107320	Morphine Sulfate Tab Sol 15 MG			
65100055107415	Morphine Sulfate Tab SR 12HR 15 MG			
65100055107430	Morphine Sulfate Tab SR 12HR 30 MG			
65100055107445	Morphine Sulfate Tab SR 12HR 60 MG			
65100055107460	Morphine Sulfate Tab SR 12HR 100 MG			
65100055107480	Morphine Sulfate Tab SR 12HR 200 MG			
65100055302020	Morphine Sulfate For Microinfusion Inj 200 MG/20ML (10MG/ML)			
65100075100110	Oxycodone HCl Cap 5 MG			
65100075100310	Oxycodone HCl Tab 5 MG			
65100075100325	Oxycodone HCl Tab 15 MG			
65100075100340	Oxycodone HCl Tab 30 MG			
65100075101320	Oxycodone HCl Conc 20 MG/ML			
65100075102005	Oxycodone HCl Soln 5 MG/5ML			
65100075107410	Oxycodone HCl Tab SR 12HR 10 MG			
65100075107420	Oxycodone HCl Tab SR 12HR 20 MG			
65100075107440	Oxycodone HCl Tab SR 12HR 40 MG			
65100075107480	Oxycodone HCl Tab SR 12HR 80 MG			
65100085100110	Propoxyphene HCl Cap 65 MG			
65100095100320	Tramadol HCl Tab 50 MG			
65200010102005	Buprenorphine HCl Inj 0.324 MG/ML (0.3 MG/ML Base Equiv)			
65200020102050	Butorphanol Tartrate Nasal Soln 10 MG/ML			
65200030102005	Nalbuphine HCl Inj 10 MG/ML			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
65200030102010	Nalbuphine HCl Inj 20 MG/ML			
65200040300310	Pentazocine w/ Naloxone Tab 50-0.5 MG			
65990002200120	Oxycodone w/ Acetaminophen Cap 5-500 MG			
65990002200310	Oxycodone w/ Acetaminophen Tab 5-325 MG			
65990002200327	Oxycodone w/ Acetaminophen Tab 7.5-325 MG			
65990002200330	Oxycodone w/ Acetaminophen Tab 7.5-500 MG			
65990002200335	Oxycodone w/ Acetaminophen Tab 10-325 MG			
65990002200340	Oxycodone w/ Acetaminophen Tab 10-650 MG			
65990002220320	Oxycodone w/ Aspirin Tab Full Strength			
65991002050310	Acetaminophen w/ Codeine Tab 300-15 MG			
65991002050315	Acetaminophen w/ Codeine Tab 300-30 MG			
65991002050320	Acetaminophen w/ Codeine Tab 300-60 MG			
65991002051005	Acetaminophen w/ Codeine Elixir 120-12 MG/5ML			
65991002052020	Acetaminophen w/ Codeine Soln 120-12 MG/5ML			
65991002100315	Aspirin w/ Codeine Tab 325-30 MG			
65991002100320	Aspirin w/ Codeine Tab 325-60 MG			
65991004100115	Butalbital-Acetaminophen-Caff w/ COD Cap 50-325-40-30 MG			
65991004300115	Butalbital-Aspirin-Caff w/ Codeine Cap 50-325-40-30 MG			
65991303050340	Acetaminophen-Caffeine-Dihydrocodeine Tab 712.8-60-32 MG			
65991702100110	Hydrocodone-Acetaminophen Cap 5-500 MG			
65991702100305	Hydrocodone-Acetaminophen Tab 10-325 MG			
65991702100307	Hydrocodone-Acetaminophen Tab 2.5-500 MG			
65991702100310	Hydrocodone-Acetaminophen Tab 5-500 MG			
65991702100325	Hydrocodone-Acetaminophen Tab 7.5-500 MG			
65991702100327	Hydrocodone-Acetaminophen Tab 10-500 MG			
65991702100340	Hydrocodone-Acetaminophen Tab 7.5-650 MG			
65991702100345	Hydrocodone-Acetaminophen Tab 10-650 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
65991702100346	Hydrocodone-Acetaminophen Tab 10-660 MG			
65991702100350	Hydrocodone-Acetaminophen Tab 7.5-750 MG			
65991702100353	Hydrocodone-Acetaminophen Tab 10-750 MG			
65991702100356	Hydrocodone-Acetaminophen Tab 5-325 MG			
65991702100358	Hydrocodone-Acetaminophen Tab 7.5-325 MG			
65991702102020	Hydrocodone-Acetaminophen Soln 7.5-500 MG/15ML			
65991702500320	Hydrocodone-Ibuprofen Tab 7.5-200 MG			
65992002200320	Propoxyphene HCl w/ APAP Tab 65-650 MG			
65992002400310	Propoxyphene-N w/ APAP Tab 50-325 MG			
65992002400312	Propoxyphene-N w/ APAP Tab 100-325 MG			
65992002400317	Propoxyphene-N w/ APAP Tab 100-500 MG			
65992002400320	Propoxyphene-N w/ APAP Tab 100-650 MG			
65993002200110	Meperidine w/ Promethazine Cap 50-25 MG			
65994002100310	Pentazocine w/ APAP Tab 25-650 MG			
65995002200320	Tramadol-Acetaminophen Tab 37.5-325 MG			
66100007000610	Diclofenac Sodium Tab Delayed Release 25 MG			
66100007000620	Diclofenac Sodium Tab Delayed Release 50 MG			
66100007000630	Diclofenac Sodium Tab Delayed Release 75 MG			
66100007002900	Diclofenac Sodium Powder			
66100007007530	Diclofenac Sodium Tab SR 24HR 100 MG			
66100007100330	Diclofenac Potassium Tab 50 MG			
66100008000120	Etodolac Cap 200 MG			
66100008000130	Etodolac Cap 300 MG			
66100008000310	Etodolac Tab 400 MG			
66100008000320	Etodolac Tab 500 MG			
66100008007520	Etodolac Tab SR 24HR 400 MG			
66100008007530	Etodolac Tab SR 24HR 500 MG			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
66100008007540	Etodolac Tab SR 24HR 600 MG			
66100010100305	Fenoprofen Calcium Tab 600 MG			
66100012000310	Flurbiprofen Tab 50 MG			
66100012000315	Flurbiprofen Tab 100 MG			
66100020000320	Ibuprofen Tab 400 MG			
66100020000330	Ibuprofen Tab 600 MG			
66100020000340	Ibuprofen Tab 800 MG			
66100020001820	Ibuprofen Susp 100 MG/5ML			
66100020002900	Ibuprofen Powder			
66100030000105	Indomethacin Cap 25 MG			
66100030000110	Indomethacin Cap 50 MG			
66100030000205	Indomethacin Cap CR 75 MG			
66100035000105	Ketoprofen Cap 50 MG			
66100035000110	Ketoprofen Cap 75 MG			
66100035002900	Ketoprofen Powder			
66100035007030	Ketoprofen Cap SR 24HR 200 MG			
66100037100320	Ketorolac Tromethamine Tab 10 MG			
66100037102015	Ketorolac Tromethamine Inj 15 MG/ML			
66100037102030	Ketorolac Tromethamine Inj 30 MG/ML			
66100037102070	Ketorolac Tromethamine IM Inj 30 MG/ML			
66100040100105	Meclofenamate Sodium Cap 50 MG			
66100040100110	Meclofenamate Sodium Cap 100 MG			
66100052000320	Meloxicam Tab 7.5 MG			
66100052000330	Meloxicam Tab 15 MG			
66100055000320	Nabumetone Tab 500 MG			
66100055000330	Nabumetone Tab 750 MG			
66100060000305	Naproxen Tab 250 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
66100060000310	Naproxen Tab 375 MG			
66100060000315	Naproxen Tab 500 MG			
66100060000610	Naproxen Tab EC 375 MG			
66100060000615	Naproxen Tab EC 500 MG			
66100060001805	Naproxen Susp 125 MG/5ML			
66100060100305	Naproxen Sodium Tab 275 MG			
66100060100310	Naproxen Sodium Tab 550 MG			
66100060107540	Naproxen Sodium Tab SR 24HR 500 MG (Base Equiv)			
66100065000320	Oxaprozin Tab 600 MG			
66100070000105	Piroxicam Cap 10 MG			
66100070000110	Piroxicam Cap 20 MG			
66100080000305	Sulindac Tab 150 MG			
66100080000310	Sulindac Tab 200 MG			
66100090100105	Tolmetin Sodium Cap 400 MG			
66100090100305	Tolmetin Sodium Tab 200 MG			
66100090100320	Tolmetin Sodium Tab 600 MG			
66280050000310	Leflunomide Tab 10 MG			
66280050000320	Leflunomide Tab 20 MG			
67000030102005	Dihydroergotamine Mesylate Inj 1 MG/ML			
67990003100110	APAP-Isometheptene-Dichloral Cap 325-65-100 MG			
67991002100310	Ergotamine w/ Caffeine Tab 1-100 MG			
67991003200340	Ergotamine w/ PB & Belladonna Tab 0.6-40-0.2 MG			
68000010000305	Allopurinol Tab 100 MG			
68000010000310	Allopurinol Tab 300 MG			
68000020000310	Colchicine Tab 0.6 MG			
68000020002005	Colchicine Inj 0.5 MG/ML			
68100010000310	Probenecid Tab 500 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
68990002100310	Colchicine w/ Probenecid Tab 0.5-500 MG			
69100010102005	Bupivacaine HCl Inj 0.25%			
69100010102010	Bupivacaine HCl Inj 0.5%			
69100040102010	Lidocaine HCl Local Inj 1%			
69100040102020	Lidocaine HCl Local Inj 2%			
70400020102010	Ketamine HCl Inj 50 MG/ML			
70400050001620	Propofol IV Emul 10 MG/ML			
72100010000305	Clonazepam Tab 0.5 MG			
72100010000310	Clonazepam Tab 1 MG			
72100010000315	Clonazepam Tab 2 MG			
72100010007210	Clonazepam Orally Disintegrating Tab 0.125 MG			
72100010007215	Clonazepam Orally Disintegrating Tab 0.25 MG			
72100010007220	Clonazepam Orally Disintegrating Tab 0.5 MG			
72100010007230	Clonazepam Orally Disintegrating Tab 1 MG			
72100010007240	Clonazepam Orally Disintegrating Tab 2 MG			
72200030001810	Phenytoin Susp 125 MG/5ML			
72200030052005	Phenytoin Sodium Inj 50 MG/ML			
72200030100110	Phenytoin Sodium Prompt Cap 100 MG			
72200030200110	Phenytoin Sodium Extended Cap 100 MG			
72400010000105	Ethosuximide Cap 250 MG			
72400010002005	Ethosuximide Soln 250 MG/5ML			
72500020101205	Valproate Sodium Syrup 250 MG/5ML			
72500030000105	Valproic Acid Cap 250 MG			
72600020000305	Carbamazepine Tab 200 MG			
72600020000505	Carbamazepine Chew Tab 100 MG			
72600020001810	Carbamazepine Susp 100 MG/5ML			
72600030000110	Gabapentin Cap 100 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
72600030000130	Gabapentin Cap 300 MG			
72600030000140	Gabapentin Cap 400 MG			
72600030000310	Gabapentin Tab 100 MG			
72600030000315	Gabapentin Tab 300 MG			
72600030000320	Gabapentin Tab 400 MG			
72600030000330	Gabapentin Tab 600 MG			
72600030000340	Gabapentin Tab 800 MG			
72600040007210	Lamotrigine Tab Disp 5 MG			
72600040007220	Lamotrigine Tab Disp 25 MG			
72600060000305	Primidone Tab 50 MG			
72600060000310	Primidone Tab 250 MG			
72600090000105	Zonisamide Cap 25 MG			
72600090000110	Zonisamide Cap 50 MG			
72600090000120	Zonisamide Cap 100 MG			
73100010100305	Benztropine Mesylate Tab 0.5 MG			
73100010100310	Benztropine Mesylate Tab 1 MG			
73100010100315	Benztropine Mesylate Tab 2 MG			
73100070100310	Trihexyphenidyl HCl Tab 2 MG			
73100070100320	Trihexyphenidyl HCl Tab 5 MG			
73200010100105	Amantadine HCl Cap 100 MG			
73200010100310	Amantadine HCl Tab 100 MG			
73200010101205	Amantadine HCl Syrup 50 MG/5ML			
73200020100105	Bromocriptine Mesylate Cap 5 MG			
73200020100305	Bromocriptine Mesylate Tab 2.5 MG			
73200040002900	Levodopa Powder			
73200050000302	Pergolide Mesylate Tab 0.05 MG (Base Equivalent)			
73200050000308	Pergolide Mesylate Tab 0.25 MG (Base Equivalent)			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
73200050000315	Pergolide Mesylate Tab 1 MG (Base Equivalent)			
73209902100310	Carbidopa & Levodopa Tab 10-100 MG			
73209902100320	Carbidopa & Levodopa Tab 25-100 MG			
73209902100330	Carbidopa & Levodopa Tab 25-250 MG			
73209902100410	Carbidopa & Levodopa Tab CR 25-100 MG			
73209902100420	Carbidopa & Levodopa Tab CR 50-200 MG			
73300030100120	Selegiline HCl Cap 5 MG			
73300030100320	Selegiline HCl Tab 5 MG			
75100010000305	Baclofen Tab 10 MG			
75100010000310	Baclofen Tab 20 MG			
75100010002900	Baclofen Powder			
75100020000305	Carisoprodol Tab 350 MG			
75100040000310	Chlorzoxazone Tab 500 MG			
75100050100303	Cyclobenzaprine HCl Tab 5 MG			
75100050100305	Cyclobenzaprine HCl Tab 10 MG			
75100050102900	Cyclobenzaprine HCl Powder			
75100070000305	Methocarbamol Tab 500 MG			
75100070000310	Methocarbamol Tab 750 MG			
75100080102005	Orphenadrine Citrate Inj 30 MG/ML			
75100080107410	Orphenadrine Citrate Tab SR 12HR 100 MG			
75100090100310	Tizanidine HCl Tab 2 MG			
75100090100320	Tizanidine HCl Tab 4 MG			
75200010100105	Dantrolene Sodium Cap 25 MG			
75200010100110	Dantrolene Sodium Cap 50 MG			
75200010100115	Dantrolene Sodium Cap 100 MG			
75990002100310	Carisoprodol w/ Aspirin Tab 200-325 MG			
75990003100310	Carisoprodol w/ Aspirin & Codeine Tab 200-325-16 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
75990003200310	Orphenadrine w/ Aspirin & Caffeine Tab 25-385-30 MG			
75990003200320	Orphenadrine w/ Aspirin & Caffeine Tab 50-770-60 MG			
76000050100305	Pyridostigmine Bromide Tab 60 MG			
77101010102005	Thiamine HCl Inj 100 MG/ML			
77101010102900	Thiamine HCl Powder			
77103010000350	Niacin Tab 500 MG			
77105010002005	Pyridoxine HCl Inj 100 MG/ML			
77105010002900	Pyridoxine HCl Powder			
77107010100120	Potassium Aminobenzoate Cap 500 MG			
77107010103010	Potassium Aminobenzoate Packet 2 GM			
77108010002020	Ascorbic Acid Inj 500 MG/ML			
77202030000110	Ergocalciferol Cap 50000 Unit			
77202036000105	Calcitriol Cap 0.25 MCG			
77202036000110	Calcitriol Cap 0.5 MCG			
77202036002005	Calcitriol Inj 1 MCG/ML			
77202036002050	Calcitriol Oral Soln 1 MCG/ML			
77204030002005	Phytonadione Inj 2 MG/ML			
77204030002010	Phytonadione Inj 10 MG/ML			
78104910000320	Niacinamide w/ Zinc-Copper &Folic Acid Tab 750-25-1.5-0.5 MG			
78110000002200	*B-Complex Vitamin Inj**			
78133000000130	*B-Complex w/ C & Folic Acid Cap 1 MG***			
78133000000300	*B-Complex w/ C & Folic Acid Tab***			
78133000000330	*B-Complex w/ C & Folic Acid Tab 1 MG***			
78133000000350	*B-Complex w/ C & Folic Acid Tab 5 MG***			
78135010000340	*B-Complex w/ C-Min-Fe & Folic Acid Tab 106-1 MG***			
78200000002200	*Multiple Vitamin Inj**			
78310000000100	*Multiple Vitamins w/ Minerals Cap**			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
78310000000300	*Multiple Vitamins w/ Minerals Tab**			
78313010000320	*Multiple Vitamins w/ Minerals & FA Tab 1.25 MG***			
78440500000520	*Pediatric Vitamins ACD w/ Fluoride Chew Tab 1 MG***			
78440500002010	*Pediatric Vitamins ACD w/ Fluoride Soln 0.25 MG/ML***			
78440500002020	*Pediatric Vitamins ACD w/ Fluoride Soln 0.5 MG/ML***			
78441000000505	*Pediatric Multiple Vitamins w/ Fluoride Chew Tab 0.25 MG***			
78441000000510	*Pediatric Multiple Vitamins w/ Fluoride Chew Tab 0.5 MG***			
78441000000520	*Pediatric Multiple Vitamins w/ Fluoride Chew Tab 1 MG***			
78441000002005	*Pediatric Multiple Vitamins w/ Fluoride Soln 0.25 MG/ML***			
78441000002010	*Pediatric Multiple Vitamins w/ Fluoride Soln 0.5 MG/ML***			
78450000000520	*Pediatric Multiple Vitamins w/ Fl-Fe Chew Tab 0.5-12 MG**			
78450000000530	*Pediatric Multiple Vitamins w/ Fl-Fe Chew Tab 1-12 MG**			
78450000002008	*Pediatric Multiple Vitamins w/ Fl-Fe Drops 0.25-10 MG/ML**			
78450000002018	*Pediatric Multiple Vitamins w/ Fl-Fe Drops 0.5-10 MG/ML**			
78452000002010	*Pediatric Vitamins ACD Fluoride & Fe Drops 0.25-10 MG/ML***			
78512010000330	*Prenatal Vit w/ Iron Carbonyl-FA Tab 29-1 MG***			
78512010000350	*Prenatal Vit w/ Iron Carbonyl-FA Tab 50-1 MG***			
78512010000352	*Prenatal Vit w/ Iron Carbonyl-FA Tab 50-1.25 MG***			
78512015000317	*Prenatal Vit w/ Fe Fumarate-FA Tab 17-1 MG***			
78512015000320	*Prenatal Vit w/ Fe Fumarate-FA Tab 27-0.5 MG***			
78512015000324	*Prenatal Vit w/ Fe Fumarate-FA Tab 27-1 MG***			
78512015000329	*Prenatal Vit w/ Fe Fumarate-FA Tab 28-1 MG***			
78512015000332	*Prenatal Vit w/ Fe Fumarate-FA Tab 29-1 MG***			
78512015000360	*Prenatal Vit w/ Fe Fumarate-FA Tab 60-1 MG***			
78512015000366	*Prenatal Vit w/ Fe Fumarate-FA Tab 65-1 MG***			
78512015000530	*Prenatal Vit w/ Fe Fumarate-FA Chew Tab 29-1 MG***			
78512030000360	*Prenatal Vit w/ Fe Polysac Cmplx-FA Tab 60-1 MG***			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
78512040000360	*Prenatal Vit w/ Iron Carbonyl-Fe Sulf-FA Tab 60-1 MG***			
78512045000324	*Prenatal Vit w/ Iron Carbonyl-Fe Gluc-FA Tab 27-1 MG***			
78512046000330	*Prenatal Vit w/ Fe Bisglycinate Chelate-FA Tab 29-1 MG***			
78512047000330	*Prenatal Vit w/ Fe Fum-Fe Bisglycinate-FA Tab 29-1 MG***			
78512050000160	*Prenatal w/o A Vit w/ Fe Fumarate-FA Cap 106-1 MG***			
78512052000329	*Prenatal w/o A Vit w/ Fe Carbonyl-FA Tab 29-1 MG***			
78512054000375	*Prenatal without A w/ Fe Carbonyl-Docusate-FA Tab 90-1MG***			
78512060000325	*Prenatal Vit w/ Sel-Fe Fumarate-FA Tab 27-1 MG***			
78512065000375	*Prenatal Vit w/ DSS-Iron Carbonyl-FA Tab 90-1 MG***			
78512070000330	*Prenatal Vit w/ DSS-Fe Fumarate-FA Tab 29-1 MG***			
78512070000475	*Prenatal Vit w/ DSS-Fe Fumarate-FA Tab CR 90-1 MG***			
78514000006325	*Prenatal MV-Min w/Fe-FA Tab & Ca Chew Tab Therapy Pack***			
78610000000300	*Iron w/ Vitamin Tab**			
78610000000400	*Iron w/ Vitamin Tab CR**			
79050020002025	Sodium Bicarbonate Inj 8.4%			
79100030002010	Calcium Gluconate Inj 10%			
79300020000310	Sodium Fluoride Tab 0.5 MG F (from 1.1 MG NaF)			
79300020000315	Sodium Fluoride Tab 1 MG F (from 2.2 MG NaF)			
79300020000505	Sodium Fluoride Chew Tab 0.25 MG F (from 0.55 MG NaF)			
79300020000510	Sodium Fluoride Chew Tab 0.5 MG F (from 1.1 MG NaF)			
79300020000515	Sodium Fluoride Chew Tab 1 MG F (from 2.2 MG NaF)			
79300020002030	Sodium Fluoride Soln 0.125 MG/DROP F (0.275 MG/DROP NaF)			
79300020002035	Sodium Fluoride Soln 0.25 MG/DROP F (from 0.55 MG/DROP NaF)			
79300020002050	Sodium Fluoride Soln 0.5 MG/ML F (from 1.1 MG/ML NaF)			
79350032002020	Iodine Solution Strong 5% (Lugol's)			
79400010202015	Magnesium Chloride Inj 20%			
79400010402020	Magnesium Sulfate Inj 50%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
79600030100320	Pot Phos Monobasic w/Sod Phos Di & Monobas Tab 155-852-130MG			
79700020000810	Potassium Bicarbonate Effer Tab 25 mEq			
79700030000210	Potassium Chloride Cap CR 10 mEq			
79700030000420	Potassium Chloride Tab CR 8 mEq (600 MG)			
79700030000430	Potassium Chloride Tab CR 10 mEq			
79700030000910	Potassium Chloride Oral Liq 10% (20 MEQ/15ML)			
79700030000920	Potassium Chloride Oral Liq 20% (40 MEQ/15ML)			
79700030002005	Potassium Chloride Inj 2 mEq/ML			
79700030003015	Potassium Chloride Powder Packet 20 mEq			
79700030100430	Potassium Chloride Microencapsulated Crys CR Tab 10 mEq			
79700030100440	Potassium Chloride Microencapsulated Crys CR Tab 20 mEq			
79709902100810	Pot Bicarbonate & Chloride Effer Tab 25 mEq			
79750010002010	Sodium Chloride Inj 0.45%			
79750010002020	Sodium Chloride Inj 0.9%			
79750010002021	Sodium Chloride IV Soln 0.9%			
79800010000120	Zinc Sulfate Cap 220 MG			
79800010002005	Zinc Sulfate Inj 1 MG/ML			
79800010002015	Zinc Sulfate Inj 5 MG/ML			
79900040102010	Selenious Acid Inj 40 MCG/ML			
79909905202020	Trace Min (Cr-Cu-Mn-Se-Zn) Inj 10-1000-500-60-5000 MCG/ML			
79992001202010	Lactated Ringer's Solution			
79993002202020	Dextrose 5% w/ Sodium Chloride 0.2%			
79993002202025	Dextrose 5% w/ Sodium Chloride 0.33%			
79993002202030	Dextrose 5% w/ Sodium Chloride 0.45%			
79993002202035	Dextrose 5% w/ Sodium Chloride 0.9%			
79993003102025	KCl 0.15% in D5/0.45% NaCl			
79993003102027	KCl 0.15% in D5/0.9% NaCl			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
80100010002040	Alcohol Absolute Inj 95%			
80100020002015	Dextrose Inj 5%			
80200010001620	Fat Emulsion IV Soln 20%			
80303050000105	Tryptophan Cap 500 MG			
80303060002900	Tyrosine Powder			
80303092003800	Glutathione Crystals			
82100010002015	Cyanocobalamin Inj 1000 MCG/ML			
82100010003800	Cyanocobalamin Crystals			
82100020002010	Hydroxocobalamin Inj 1000 MCG/ML			
82200010000315	Folic Acid Tab 1 MG			
82200010002005	Folic Acid Inj 5 MG/ML			
82300040002010	Iron Dextran Inj 50 MG/ML			
82300050000110	Polysaccharide Iron Complex Cap 150 MG			
82991002300720	Cyanocobalamin-Methylcobalamin Tab SL 600-600 MCG			
82991503200325	Folic Acid-Vitamin B6-Vitamin B12 Tab 2.2-25-0.5 MG			
82991503200328	Folic Acid-Vitamin B6-Vitamin B12 Tab 2.2-25-1 MG			
82991503200335	Folic Acid-Vitamin B6-Vitamin B12 Tab 2.5-25-1 MG			
82991503200337	Folic Acid-Vitamin B6-Vitamin B12 Tab 2.5-25-2 MG			
82992000000100	*Iron Combination Cap***			
82992003400120	Iron Polysacch Complex-Vit B12-FA Cap 150-0.025-1 MG			
82992003500420	Ferrous Sulfate-Vit C-Folic Acid Tab CR 105-500-0.8 MG			
82992004300230	Iron-Vit C-Vit B12-Folic Acid Cap CR 100-320-0.025-1 MG			
82992004300330	Iron-Vit C-Vit B12-Folic Acid Tab 100-250-0.025-1 MG			
82992004340130	Fe Fumarate-Vit C-Vit B12-FA Cap 200-250-0.01-1 MG			
82992004340140	Fe Fumarate-Vit C-Vit B12-FA Cap 460-60-0.01-1 MG			
82992005250130	Fe Fumarate w/ B12-Vit C-FA-IFC Cap 110-0.015-75-0.5-240 MG			
82994002200350	Ferrous Fumarate-Folic Acid Tab 324-1 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
83100020202005	Heparin Sodium (Porcine) Lock Flush Soln 10 Unit/ML			
83100020202007	Heparin Sodium (Porcine) Lock Flush IV Soln 10 Unit/ML			
83100020202010	Heparin Sodium (Porcine) Lock Flush Soln 100 Unit/ML			
83100020202012	Heparin Sodium (Porcine) Lock Flush IV Soln 100 Unit/ML			
83100020202015	Heparin Sodium (Porcine) Inj 1000 Unit/ML			
83100020202025	Heparin Sodium (Porcine) Inj 5000 Unit/ML			
83100020202035	Heparin Sodium (Porcine) Inj 10000 Unit/ML			
83100020202045	Heparin Sodium (Porcine) Inj 20000 Unit/ML			
83100020206405	Heparin Sodium (Porcine) w/ NaCl Lock Flush Kit 10 Unit/ML			
83100020222030	Heparin Sodium (Porcine) 100 Unit/ML in Sodium Chloride 0.9%			
83200030200303	Warfarin Sodium Tab 1 MG			
83200030200305	Warfarin Sodium Tab 2 MG			
83200030200310	Warfarin Sodium Tab 2.5 MG			
83200030200311	Warfarin Sodium Tab 3 MG			
83200030200313	Warfarin Sodium Tab 4 MG			
83200030200315	Warfarin Sodium Tab 5 MG			
83200030200317	Warfarin Sodium Tab 6 MG			
83200030200320	Warfarin Sodium Tab 7.5 MG			
83200030200325	Warfarin Sodium Tab 10 MG			
84100010000305	Aminocaproic Acid Tab 500 MG			
84100010001205	Aminocaproic Acid Syrup 25%			
85150030000310	Dipyridamole Tab 25 MG			
85150030000320	Dipyridamole Tab 50 MG			
85150030000330	Dipyridamole Tab 75 MG			
85155516000320	Cilostazol Tab 50 MG			
85155516000330	Cilostazol Tab 100 MG			
85156010100120	Anagrelide HCl Cap 0.5 MG			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
85156010100130	Anagrelide HCl Cap 1 MG			
85158020100320	Clopidogrel Bisulfate Tab 75 MG (Base Equiv)			
85158080100320	Ticlopidine HCl Tab 250 MG			
85200010000410	Pentoxifylline Tab CR 400 MG			
85400010002015	Albumin, Human Inj 25%			
86101005004205	Bacitracin Ophth Oint 500 Unit/GM			
86101023102010	Ciprofloxacin HCl Ophth Soln 0.3%			
86101025004210	Erythromycin Ophth Oint 5 MG/GM			
86101030002005	Gentamicin Sulfate Ophth Soln 0.3%			
86101030004205	Gentamicin Sulfate Ophth Oint 0.3%			
86101047002020	Ofloxacin Ophth Soln 0.3%			
86101070002005	Tobramycin Sulfate Ophth Soln 0.3%			
86102010102010	Sulfacetamide Sodium Ophth Soln 10%			
86102010104205	Sulfacetamide Sodium Ophth Oint 10%			
86103020002005	Trifluridine Ophth Soln 1%			
86109902104200	Bacitracin-Polymyxin B Ophth Oint			
86109902602020	Polymyxin B-Trimethoprim Ophth Soln 10000 Unit/ML-0.1%			
86109903104220	Neomycin-Bacitrac Zn-Polymyx 3.5(5)MG-400Unt-10000Unt Op Oin			
86109903202000	Neomycin-Polymyxin B-Gramicidin Ophth Soln			
86250010102005	Betaxolol HCl Ophth Soln 0.5%			
86250012102005	Carteolol HCl Ophth Soln 1%			
86250015102020	Metipranolol Ophth Soln 0.3%			
86250020102003	Levobunolol HCl Ophth Soln 0.25%			
86250020102005	Levobunolol HCl Ophth Soln 0.5%			
86250030102005	Timolol Maleate Ophth Soln 0.25%			
86250030102010	Timolol Maleate Ophth Soln 0.5%			
86250030107620	Timolol Maleate Ophth Gel Forming Soln 0.25%			

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Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
86250030107630	Timolol Maleate Ophth Gel Forming Soln 0.5%			
86300010102005	Dexamethasone Sodium Phosphate Ophth Soln 0.1%			
86300020001810	Fluorometholone Ophth Susp 0.1%			
86300050101815	Prednisolone Acetate Ophth Susp 1%			
86300050202015	Prednisolone Sodium Phosphate Ophth Soln 1%			
86309902722015	Sulfacetamide Sodium-Prednisolone Ophth Soln 10-0.23(0.25)%			
86309903321810	Neomycin-Polymyxin-Dexamethasone Ophth Susp 0.1%			
86309903324210	Neomycin-Polymyxin-Dexamethasone Ophth Oint 0.1%			
86309903341810	Neomycin-Polymyxin-HC Ophth Susp			
86309904104220	Bacitracin-Polymyxin-Neomycin-HC Ophth Oint 1%			
86350010102010	Atropine Sulfate Ophth Soln 1%			
86350010104210	Atropine Sulfate Ophth Oint 1%			
86350020102010	Cyclopentolate HCl Ophth Soln 1%			
86350030102010	Homatropine HBr Ophth Soln 5%			
86350050002010	Tropicamide Ophth Soln 1%			
86400030102020	Naphazoline HCl Ophth Soln 0.1%			
86400040102010	Phenylephrine HCl Ophth Soln 2.5%			
86400040102015	Phenylephrine HCl Ophth Soln 10%			
86400040112010	Phenylephrine HCl Ophth Soln 2.5% (Refrigerated)			
86501030102010	Pilocarpine HCl Ophth Soln 0.5%			
86501030102015	Pilocarpine HCl Ophth Soln 1%			
86501030102020	Pilocarpine HCl Ophth Soln 2%			
86501030102025	Pilocarpine HCl Ophth Soln 3%			
86501030102030	Pilocarpine HCl Ophth Soln 4%			
86501030102040	Pilocarpine HCl Ophth Soln 6%			
86600010002005	Dipivefrin HCl Ophth Soln 0.1%			
86602020102010	Brimonidine Tartrate Ophth Soln 0.2%			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
86750020102005	Proparacaine HCl Ophth Soln 0.5%			
86750030102005	Tetracaine HCl Ophth Soln 0.5%			
86802010102005	Cromolyn Sodium Ophth Soln 4%			
86802040102010	Ketotifen Fumarate Ophth Soln 0.025% (Base Equiv)			
86805020102010	Flurbiprofen Sodium Ophth Soln 0.03%			
87200010002010	Benzocaine Otic Soln 20%			
87300020102000	Hydrocortisone w/ Acetic Acid Otic Soln 1-2%			
87400010102010	Acetic Acid Otic Soln 2%			
87400025002010	Acetic Acid 2% in Aluminum Acetate Otic Soln			
87991003101807	Neomycin-Polymyxin-HC Otic Susp 3.5 MG/ML-10000 Unit/ML-1%			
87991003102010	Neomycin-Polymyxin-HC Otic Soln 1%			
87992002202010	Benzocaine-Antipyrine Otic Soln 1.4-5.4%			
87992003122010	Pramoxine-HC-Chloroxylenol Otic Soln 10-10-1 MG/ML			
87992003142010	Pramoxine-HC-Chloroxylenol Aqueous Otic Soln 10-10-1 MG/ML			
87992003202000	Benzocaine-PE-Antipyrine Otic Soln			
88100003002900	Amphotericin B Powder			
88100010001805	Nystatin Susp 100000 Unit/ML			
88100020004805	Clotrimazole Troche 10 MG			
88150020102012	Chlorhexidine Gluconate Soln 0.12%			
88250020104410	Triamcinolone Acetonide in Orabase 0.1%			
88350065102050	Lidocaine HCl Viscous Soln 2%			
88402020002020	Sodium Fluoride Rinse 0.2%			
88402020003721	Sodium Fluoride Cream 1.1%			
88402020004020	Sodium Fluoride Gel 1.1% (0.5% F)			
88402030001320	Stannous Fluoride Conc 0.63%			
88402030004010	Stannous Fluoride Gel 0.4%			
88501560100310	Pilocarpine HCl Tab 5 MG			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
89100010003720	Hydrocortisone Rectal Cream 2.5%			
89100010103730	Hydrocortisone Acetate Rectal Cream 2.5%			
89100010105230	Hydrocortisone Acetate Suppos 25 MG			
89100010105237	Hydrocortisone Acetate Suppos 30 MG			
89150010005110	Hydrocortisone Enema 100 MG/60ML			
89991002263720	Lidocaine-Hydrocortisone Acetate Rectal Cream 3-0.5%			
89991002266420	Lidocaine-Hydrocortisone Acetate Rectal Cream Kit 3-0.5%			
89991002266430	Lidocaine-Hydrocortisone Acetate Rectal Cream Kit 3-1%			
90050010000903	Benzoyl Peroxide Liq 2.5%			
90050010000905	Benzoyl Peroxide Liq 5%			
90050010000910	Benzoyl Peroxide Liq 10%			
90050010003720	Benzoyl Peroxide Cream 10%			
90050010004005	Benzoyl Peroxide Gel 2.5%			
90050010004010	Benzoyl Peroxide Gel 5%			
90050010004015	Benzoyl Peroxide Gel 10%			
90050010004106	Benzoyl Peroxide Lotion 3%			
90050010004108	Benzoyl Peroxide Lotion 4%			
90050010004116	Benzoyl Peroxide Lotion 6%			
90050010004119	Benzoyl Peroxide Lotion 9%			
90050013000110	Isotretinoin Cap 10 MG			
90050013000120	Isotretinoin Cap 20 MG			
90050013000130	Isotretinoin Cap 30 MG			
90050013000140	Isotretinoin Cap 40 MG			
90050015102900	Metronidazole Benzoate Powder			
90050030003703	Tretinoin Cream 0.025%			
90050030003705	Tretinoin Cream 0.05%			
90050030003710	Tretinoin Cream 0.1%			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90050030004005	Tretinoin Gel 0.01%			
90050030004010	Tretinoin Gel 0.025%			
90051010102005	Clindamycin Phosphate Soln 1%			
90051010104005	Clindamycin Phosphate Gel 1%			
90051010104105	Clindamycin Phosphate Lotion 1%			
90051010109420	Clindamycin Phosphate Swab 1%			
90051020002010	Erythromycin Soln 2%			
90051020004010	Erythromycin Gel 2%			
90051020004320	Erythromycin Pads 2%			
90059902104010	Benzoyl Peroxide-Erythromycin Gel 5-3%			
90059902170920	Benzoyl Peroxide-Urea Cleanser 4.5-10%			
90059902170925	Benzoyl Peroxide-Urea Cleanser 6.5-10%			
90059902170930	Benzoyl Peroxide-Urea Cleanser 8.5-10%			
90059902173725	Benzoyl Peroxide-Urea Cream 6.5-10%			
90059902173730	Benzoyl Peroxide-Urea Cream 8.5-10%			
90059902174020	Benzoyl Peroxide-Urea Gel 4.5-10%			
90059902174025	Benzoyl Peroxide-Urea Gel 6.5-10%			
90059902174030	Benzoyl Peroxide-Urea Gel 8.5-10%			
90059903201620	Sulfacetamide Sodium w/ Sulfur Emulsion 10-5%			
90059903201820	Sulfacetamide Sodium w/ Sulfur Susp 10-5%			
90059903203720	Sulfacetamide Sodium w/ Sulfur Cream 10-5%			
90059903204110	Sulfacetamide Sodium w/ Sulfur Lotion 10-5%			
90059903204320	Sulfacetamide Sodium w/ Sulfur Cleansing Cloth 10-5%			
90059903211620	Sulfacetamide Sodium-Sulfur in Urea Emulsion 10-5%			
90059903214020	Sulfacetamide Sodium-Sulfur in Urea Gel 10-5%			
90059903603720	*Sulfacetamide Sodium-Sulfur w/ Sunscreens Cream 10-5%***			
90060040003710	Metronidazole Cream 0.75%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90060040004010	Metronidazole Gel 0.75%			
90060040004110	Metronidazole Lotion 0.75%			
90100050102900	Gentamicin Sulfate Powder			
90100050103705	Gentamicin Sulfate Cream 0.1%			
90100050104205	Gentamicin Sulfate Oint 0.1%			
90100065104210	Mupirocin Oint 2%			
90150030101810	Ciclopirox Olamine Susp 0.77% (Base Equiv)			
90150030103705	Ciclopirox Olamine Cream 0.77% (Base Equiv)			
90150080002900	Nystatin Topical Powder			
90150080002950	Nystatin (Bulk) Powder			
90150080003710	Nystatin Cream 100000 Unit/GM			
90150080004215	Nystatin Oint 100000 Unit/GM			
90154020002005	Clotrimazole Soln 1%			
90154020003705	Clotrimazole Cream 1%			
90154035103705	Econazole Nitrate Cream 1%			
90154045003710	Ketoconazole Cream 2%			
90154045004510	Ketoconazole Shampoo 2%			
90159902053710	Clotrimazole w/ Betamethasone Cream 1-0.05%			
90159902054120	Clotrimazole w/ Betamethasone Lotion 1-0.05%			
90159902103720	Clioquinol-HC Cream 3-1%			
90159902153710	Iodoquinol-HC Cream 1%			
90159902253700	Nystatin-Triamcinolone Cream 100000-0.1 Unit/GM-%			
90159902254200	Nystatin-Triamcinolone Oint 100000-0.1 Unit/GM-%			
90159902304120	Sodium Thiosulfate-Salicylic Acid Lotion 25-1%			
90220015103710	Doxepin HCl Cream 5%			
90300050004120	Selenium Sulfide Lotion 2.5%			
90300060000920	Sulfacetamide Sodium Liquid 10%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90300060003720	Sulfacetamide Sodium Cream 10%			
90300060004020	Sulfacetamide Sodium Gel 10%			
90309902604120	Sulfacetamide Sodium-Urea Lotion 10-10%			
90309902606420	Sulfacetamide Sodium Lot 10% & Urea Shampoo 10% Kit			
90309903854520	Selenium Sulfide-Pyrithione Zinc in Urea Shampoo 2.25%			
90372030002020	Fluorouracil Soln 2%			
90372030002050	Fluorouracil Soln 5%			
90450030003710	Silver Sulfadiazine Cream 1%			
90509902406340	Silver Nitrate-Potassium Nitrate Applicator 75-25%			
90520010002020	Coal Tar Soln 20%			
90550005103710	Alclometasone Dipropionate Cream 0.05%			
90550005104210	Alclometasone Dipropionate Oint 0.05%			
90550010003705	Amcinonide Cream 0.1%			
90550010004105	Amcinonide Lotion 0.1%			
90550010004205	Amcinonide Oint 0.1%			
90550020003705	Betamethasone Dipropionate Cream 0.05%			
90550020004105	Betamethasone Dipropionate Lotion 0.05%			
90550020004205	Betamethasone Dipropionate Oint 0.05%			
90550020053705	Augmented Betamethasone Dipropionate Cream 0.05%			
90550020054005	Augmented Betamethasone Dipropionate Gel 0.05%			
90550020054205	Augmented Betamethasone Dipropionate Oint 0.05%			
90550020103710	Betamethasone Valerate Cream 0.1%			
90550020104105	Betamethasone Valerate Lotion 0.1%			
90550020104205	Betamethasone Valerate Oint 0.1%			
90550025102005	Clobetasol Propionate Soln 0.05%			
90550025102900	Clobetasol Propionate Powder			
90550025103705	Clobetasol Propionate Cream 0.05%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90550025104010	Clobetasol Propionate Gel 0.05%			
90550025104205	Clobetasol Propionate Oint 0.05%			
90550025153705	Clobetasol Propionate Emollient Base Cream 0.05%			
90550035003705	Desonide Cream 0.05%			
90550035004105	Desonide Lotion 0.05%			
90550035004205	Desonide Oint 0.05%			
90550040003705	Desoximetasone Cream 0.05%			
90550040003710	Desoximetasone Cream 0.25%			
90550040004005	Desoximetasone Gel 0.05%			
90550040004205	Desoximetasone Oint 0.25%			
90550050103705	Diflorasone Diacetate Cream 0.05%			
90550050104205	Diflorasone Diacetate Oint 0.05%			
90550050153705	Diflorasone Diacetate Emollient Base Cream 0.05%			
90550055102005	Fluocinolone Acetonide Soln 0.01%			
90550055103705	Fluocinolone Acetonide Cream 0.01%			
90550055103710	Fluocinolone Acetonide Cream 0.025%			
90550055104205	Fluocinolone Acetonide Oint 0.025%			
90550060002005	Fluocinonide Soln 0.05%			
90550060003705	Fluocinonide Cream 0.05%			
90550060004005	Fluocinonide Gel 0.05%			
90550060004205	Fluocinonide Oint 0.05%			
90550060103705	Fluocinonide Emulsified Base Cream 0.05%			
90550068103710	Fluticasone Propionate Cream 0.05%			
90550068104210	Fluticasone Propionate Oint 0.005%			
90550073103710	Halobetasol Propionate Cream 0.05%			
90550073104210	Halobetasol Propionate Oint 0.05%			
90550075002900	Hydrocortisone Powder			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90550075003720	Hydrocortisone Cream 1%			
90550075003725	Hydrocortisone Cream 2.5%			
90550075004115	Hydrocortisone Lotion 1%			
90550075004120	Hydrocortisone Lotion 2.5%			
90550075004210	Hydrocortisone Oint 1%			
90550075004215	Hydrocortisone Oint 2.5%			
90550075052900	Hydrocortisone Micronized Powder			
90550075102900	Hydrocortisone Acetate Powder			
90550075203705	Hydrocortisone Valerate Cream 0.2%			
90550075204205	Hydrocortisone Valerate Oint 0.2%			
90550075302020	Hydrocortisone Butyrate Soln 0.1%			
90550075303705	Hydrocortisone Butyrate Cream 0.1%			
90550075304205	Hydrocortisone Butyrate Oint 0.1%			
90550082102010	Mometasone Furoate Solution 0.1% (Lotion)			
90550082103710	Mometasone Furoate Cream 0.1%			
90550082104210	Mometasone Furoate Oint 0.1%			
90550085102900	Triamcinolone Acetonide Powder			
90550085103705	Triamcinolone Acetonide Cream 0.025%			
90550085103710	Triamcinolone Acetonide Cream 0.1%			
90550085103720	Triamcinolone Acetonide Cream 0.5%			
90550085104105	Triamcinolone Acetonide Lotion 0.025%			
90550085104110	Triamcinolone Acetonide Lotion 0.1%			
90550085104205	Triamcinolone Acetonide Oint 0.025%			
90550085104207	Triamcinolone Acetonide Oint 0.05%			
90550085104210	Triamcinolone Acetonide Oint 0.1%			
90550085104215	Triamcinolone Acetonide Oint 0.5%			
90559802303710	Lidocaine-Hydrocortisone Acetate Cream 3-0.5%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90559802304120	Lidocaine-Hydrocortisone Acetate Lotion 3-0.5%			
90559802403725	Pramoxine-HC Cream 1-2.5%			
90559802404125	Pramoxine-HC Lotion 1-2.5%			
90559902853710	Urea-HC Acetate Cream 1%			
90650015003730	Lactic Acid (Ammonium Lactate) Cream 12%			
90650015004125	Lactic Acid (Ammonium Lactate) Lotion 10%			
90650015004130	Lactic Acid (Ammonium Lactate) Lotion 12%			
90659902303710	Lactic Acid w/ Vitamin E Cream 10%-3500 Unit/30GM			
90660080003725	Urea Cream 40%			
90660080003735	Urea Cream 50%			
90660080004040	Urea Gel 40%			
90660080004050	Urea Gel 50%			
90660080004138	Urea Lotion 35%			
90660080004140	Urea Lotion 40%			
90660080004250	Urea Ointment 50%			
90700050003400	Trypsin w/ Castor Oil & Peruvian Balsam Spray			
90700050004220	Trypsin w/ Castor Oil & Peruvian Balsam Oint			
90709902300920	Papain-Urea Spray 650000 Unit/GM-10%			
90709902304265	Papain-Urea Ointment 650000 Unit/GM-10%			
90709902304270	Papain-Urea Ointment 830000 Unit/GM-100 MG/GM			
90709903600910	*Papain-Urea-Chlorophyllin Liquid***			
90709903604210	*Papain-Urea-Chlorophyllin Ointment***			
90750015002020	Podofilox Soln 0.5%			
90750020002025	Podophyllum Resin Soln 25%			
90750030002900	Salicylic Acid Powder			
90750030003712	Salicylic Acid Cream 6%			
90750030004140	Salicylic Acid Lotion 6%			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90759902104210	Salicylic Acid & Benzoic Acid Oint 3-6%			
90850060002900	Lidocaine Powder			
90850060004210	Lidocaine Oint 5%			
90850060102015	Lidocaine HCl Soln 4%			
90850060102900	Lidocaine HCl Powder			
90850060103730	Lidocaine HCl Cream 3%			
90850060104005	Lidocaine HCl Gel 2%			
90850060104140	Lidocaine HCl Lotion 3%			
90850060104210	Lidocaine HCl Oint 5%			
90851005003200	Ethyl Chloride Aerosol Spray			
90859902903710	Lidocaine-Prilocaine Cream 2.5-2.5%			
90871010002900	Methoxsalen Powder			
90872010002900	Hydroquinone Powder			
90886070003710	Tretinoin (Facial Wrinkles) Cream 0.05%			
90900020004110	Lindane Lotion 1%			
90900020004510	Lindane Shampoo 1%			
90900035003720	Permethrin Cream 5%			
90944000004000	*Wound Dressings - Gel***			
90970010002010	Aluminum Chloride Soln 20%			
92000005002010	Formaldehyde Solution 10%			
93000020102110	Deferoxamine Mesylate For Inj 500 MG			
93000020102130	Deferoxamine Mesylate For Inj 2 GM			
93400020102010	Naloxone HCl Inj 0.4 MG/ML			
93400030100305	Naltrexone HCl Tab 50 MG			
94200041106410	Glucagon (rDNA) Diagnostic Kit 1 MG			
96202060001700	Olive Oil			
96301007002900	Alprostadil Powder			

EXHIBIT V.C

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
96301058203800	Homatropine Methylbromide Crystals			
96400020002000	Coal Tar (Crude) Solution			
96424675002900	Acyclovir (Bulk) Powder			
96426448302900	Alpha-Lipoic Acid (Bulk) Powder			
96426860003800	Antipyrine (Bulk) Crystals			
96445070502900	Betamethasone (Bulk) Powder			
96448212002900	Budesonide (Bulk) Powder			
96465848002900	Ciprofloxacin (Bulk) Powder			
96485044002900	2-Deoxy-D-Glucose Powder			
96485836602900	Diltiazem HCl (Bulk) Powder			
96524239442900	Famotidine (Bulk) Powder			
96524239482900	Fampridine Powder			
96526409002900	Fluconazole (Bulk) Powder			
96544244002900	Gabapentin Powder			
96568812502900	Hydroxyprogesterone Caproate (Bulk) Powder			
96568814802900	Hydroxyzine HCl (Bulk) Powder			
96625003392900	Ketamine HCl (Bulk) Powder			
96645066452900	Levocarnitine (Bulk) Powder			
96645084002900	Levothyroxine Sodium (Bulk) Powder			
96665061002900	Methylcobalamin Powder			
96665091002900	Metronidazole Powder			
96684240002900	Naltrexone HCl (Bulk) Powder			
96684242252900	Nandrolone Decanoate (Bulk) Powder			
96807006542900	Tobramycin (Bulk) Powder			
98401010002000	Water For Injection			
98401010002050	Water For IV Injection			
98401020002000	Water For Inject, Bacteriostatic			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GPI

GPI	GPI Generic Name	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GPI? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
98401020102000	Water For Inject, Bacteriostatic Benzyl Alcohol			
98401020202000	Water For Inject, Bacteriostatic Parabens			
98401040002010	Saline Injection Bacteriostatic			
98600050802900	Polyethylene Glycol 8000 Powder			
99402020000110	Cyclosporine Cap 25 MG			
99402020000140	Cyclosporine Cap 100 MG			
99402020002005	Cyclosporine IV Soln 50 MG/ML			
99402020002010	Cyclosporine Oral Soln 100 MG/ML			
99402020300120	Cyclosporine Modified Cap 25 MG			
99402020300130	Cyclosporine Modified Cap 50 MG			
99402020300150	Cyclosporine Modified Cap 100 MG			
99402020302020	Cyclosporine Modified Oral Soln 100 MG/ML			
99406010000305	Azathioprine Tab 50 MG			
99450010001840	Sodium Polystyrene Sulfonate Oral Susp 15 GM/60ML			
99450010001870	Sodium Polystyrene Sulfonate Rectal Susp 30 GM/120ML			
99450010002900	Sodium Polystyrene Sulfonate Powder			
99500010002005	Alprostadil Inj 500 MCG/ML			
99750005002000	Water For Irrigation, Sterile Irrigation Soln			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

Exhibit V.C.1 instructions: Submit on a CD (for Offerors proposing to use First Data Bank related to generic drug pricing)

1) For each GCN provide the proposed Empire Plan MAC List for Retail and Mail Service Pharmacy unit cost as of 4/1/2011 in the Retail and Mail Service Pharmacy MAC Unit Cost column. These figures should support the Offeror's proposed quaranteed minimum discounts off the aggregate AWP for all generic drugs dispensed by Retail and Mail Service Pharmacies for the Program.

2) For each GCN indicate with a "Y" (yes) or "N" (no) whether the MAC price is applicable to all NDCs within the GCN, including any brand NDC in the GCN.

3) If any NDCs within a GCN are exempted from MAC pricing for reasons other than being B-rated or unrated, list the GCN, all excluded NDCs and drug names, and the reason for the exclusion in a separate worksheet labeled "excluded NDCs".

4) For each GCN indicate with a "Y" (yes) or "N" (no) whether a therapeutically equivalent generic (A-rated or authorized) is available.

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
00120			
00132			
00133			
00310			
00312			
00313			
00410			
00411			
00413			
00416			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
00421			
00561			
00564			
00587			
00730			
00780			
00781			
00782			
00880			
00930			
00960			
00961			
00962			
00963			
01011			
01053			
01055			
01060			
01070			
01092			
01094			
01121			
01122			
01123			
01130			
01131			
01141			
01241			
01242			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
01243			
01244			
01250			
01251			
01252			
01290			
01291			
01351			
01354			
01390			
01391			
01392			
01400			
01401			
01431			
01432			
01480			
01481			
01482			
01483			
01580			
01581			
01582			
01590			
01650			
01681			
01682			
01684			
01710			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
01720			
01740			
01741			
01742			
01744			
01750			
01771			
01772			
01773			
01931			
01932			
01942			
01944			
01945			
01947			
01960			
01975			
01976			
02082			
02100			
02213			
02221			
02222			
02223			
02226			
02227			
02228			
02281			
02282			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
02290			
02320			
02321			
02322			
02323			
02324			
02325			
02326			
02328			
02329			
02330			
02331			
02332			
02333			
02341			
02342			
02350			
02351			
02360			
02361			
02362			
02363			
02371			
02372			
02373			
02390			
02391			
02400			
02401			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
02482			
02483			
02487			
02500			
02512			
02570			
02611			
02612			
02620			
02621			
02622			
02709			
02710			
02729			
02752			
02792			
02820			
02840			
02890			
02961			
02962			
03001			
03002			
03003			
03004			
03020			
03034			
03070			
03321			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
03350			
03404			
03421			
03422			
03423			
03442			
03443			
03510			
03512			
03513			
03514			
03610			
03820			
04050			
04120			
04163			
04332			
04348			
04420			
04580			
04880			
04900			
04901			
05321			
05410			
05710			
05711			
05712			
05713			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
05714			
05715			
05724			
05731			
05732			
05740			
05741			
05830			
05832			
05833			
05987			
06034			
06040			
06120			
06641			
06919			
06931			
06940			
06950			
06960			
07070			
07071			
07111			
07112			
07184			
07221			
07310			
07311			
07358			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
07401			
07461			
07462			
07463			
07471			
07472			
07473			
07474			
07481			
07510			
07511			
07512			
07540			
07544			
07560			
07590			
07651			
07881			
08200			
08220			
08250			
08251			
08370			
08602			
08603			
09115			
09217			
09840			
09850			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
09920			
10003			
10009			
10012			
10016			
10021			
10031			
10101			
10160			
10167			
10194			
10200			
10201			
10253			
10260			
10310			
10340			
10341			
10342			
10352			
10360			
10361			
10400			
10411			
10455			
10490			
10580			
10582			
10750			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
10751			
10752			
10770			
10771			
10772			
10810			
10811			
10840			
10841			
10843			
10844			
10857			
10860			
10920			
11010			
11014			
11080			
11084			
11085			
11142			
11161			
11162			
11170			
11172			
11178			
11251			
11254			
11260			
11261			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
11262			
11280			
11300			
11301			
11461			
11471			
11474			
11476			
11477			
11478			
11480			
11481			
11490			
11491			
11500			
11501			
11520			
11530			
11531			
11534			
11670			
11671			
11701			
11800			
11854			
11857			
11870			
11941			
11942			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
12000			
12080			
12090			
12171			
12205			
12206			
12210			
12211			
12212			
12243			
12267			
12276			
12283			
12431			
12432			
12433			
12461			
12462			
12463			
12464			
12465			
12466			
12486			
12488			
12529			
12531			
12540			
12541			
12542			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
12550			
12607			
12691			
12746			
12768			
12778			
12791			
12792			
12805			
12852			
12862			
12885			
12956			
12971			
12972			
12973			
12975			
13037			
13041			
13078			
13087			
13094			
13188			
13207			
13213			
13299			
13310			
13397			
13471			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
13521			
13535			
13641			
13668			
13698			
13721			
13724			
13783			
13793			
13801			
13802			
13840			
13841			
13848			
13849			
13854			
13881			
13882			
13906			
13909			
13910			
13911			
13916			
13917			
13918			
13919			
13923			
13929			
13932			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
13937			
13938			
13941			
13943			
13944			
13951			
13952			
13953			
13960			
13971			
13973			
13975			
13976			
13977			
13978			
13979			
13992			
13995			
13996			
14007			
14008			
14016			
14017			
14019			
14021			
14023			
14025			
14026			
14027			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
14028			
14029			
14031			
14032			
14033			
14037			
14039			
14059			
14064			
14065			
14090			
14092			
14093			
14125			
14140			
14141			
14146			
14150			
14160			
14161			
14162			
14179			
14183			
14210			
14220			
14221			
14222			
14230			
14231			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
14232			
14250			
14251			
14255			
14260			
14261			
14262			
14263			
14266			
14269			
14272			
14279			
14280			
14282			
14283			
14285			
14286			
14287			
14288			
14294			
14295			
14325			
14332			
14333			
14431			
14432			
14433			
14434			
14435			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
14509			
14518			
14540			
14556			
14557			
14559			
14602			
14603			
14604			
14605			
14634			
14640			
14647			
14650			
14651			
14652			
14653			
14654			
14690			
14692			
14693			
14748			
14749			
14761			
14771			
14773			
14780			
14781			
14803			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
14805			
14830			
14831			
14832			
14833			
14855			
14880			
14881			
14882			
14883			
14897			
14949			
14950			
14951			
14965			
14966			
14970			
14981			
14983			
14990			
15001			
15002			
15003			
15006			
15009			
15035			
15039			
15042			
15043			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
15044			
15221			
15231			
15233			
15411			
15439			
15479			
15489			
15500			
15520			
15530			
15531			
15532			
15533			
15534			
15535			
15560			
15561			
15562			
15563			
15600			
15603			
15621			
15622			
15667			
15690			
15691			
15692			
15694			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
15710			
15711			
15712			
15721			
15730			
15731			
15741			
15775			
15776			
15803			
15811			
15859			
15891			
15892			
15911			
15913			
15916			
15920			
15990			
15991			
16020			
16032			
16033			
16035			
16040			
16041			
16042			
16051			
16060			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16062			
16063			
16070			
16071			
16078			
16094			
16100			
16110			
16111			
16130			
16141			
16143			
16144			
16180			
16201			
16231			
16240			
16241			
16242			
16277			
16280			
16281			
16282			
16283			
16284			
16285			
16286			
16290			
16342			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16343			
16344			
16345			
16347			
16348			
16349			
16350			
16353			
16354			
16355			
16356			
16357			
16359			
16361			
16364			
16366			
16367			
16368			
16370			
16371			
16373			
16374			
16375			
16376			
16384			
16385			
16386			
16387			
16391			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16392			
16393			
16394			
16400			
16404			
16406			
16407			
16408			
16409			
16410			
16415			
16418			
16420			
16422			
16423			
16471			
16481			
16512			
16513			
16514			
16515			
16516			
16517			
16529			
16532			
16533			
16534			
16535			
16541			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16542			
16543			
16548			
16549			
16553			
16554			
16558			
16559			
16561			
16563			
16564			
16565			
16566			
16567			
16568			
16571			
16583			
16584			
16585			
16586			
16587			
16588			
16594			
16602			
16603			
16604			
16615			
16616			
16617			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
16640			
16641			
16642			
16643			
16674			
16675			
16676			
16677			
16678			
16683			
16684			
16725			
16732			
16733			
16734			
16801			
16802			
16811			
16812			
16813			
16814			
16815			
16851			
17034			
17070			
17131			
17150			
17161			
17166			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
17200			
17241			
17270			
17280			
17312			
17321			
17322			
17374			
17420			
17422			
17423			
17424			
17425			
17430			
17447			
17450			
17460			
17470			
17471			
17472			
17480			
17483			
17520			
17521			
17530			
17561			
17563			
17566			
17573			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
17620			
17621			
17622			
17640			
17670			
17700			
17718			
17734			
17757			
17759			
17766			
17768			
17892			
17893			
17901			
17912			
17940			
17941			
17942			
18010			
18011			
18020			
18061			
18090			
18095			
18096			
18118			
18119			
18141			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
18142			
18148			
18149			
18153			
18172			
18227			
18241			
18294			
18301			
18302			
18304			
18312			
18351			
18352			
18353			
18354			
18366			
18367			
18368			
18391			
18405			
18408			
18530			
18589			
18592			
18654			
18660			
18672			
18678			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
18711			
18780			
18783			
18867			
18868			
18885			
18890			
18906			
18907			
18915			
18931			
18936			
18940			
18960			
18961			
18969			
18970			
18976			
18977			
18981			
18999			
19004			
19040			
19106			
19107			
19121			
19130			
19131			
19181			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
19182			
19191			
19192			
19194			
19196			
19200			
19201			
19202			
19203			
19204			
19206			
19225			
19261			
19297			
19323			
19331			
19347			
19360			
19370			
19380			
19402			
19422			
19437			
19467			
19468			
19469			
19470			
19472			
19475			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
19524			
19549			
19551			
19552			
19578			
19681			
19711			
19712			
19720			
19745			
19746			
19747			
19757			
19829			
19844			
19850			
19851			
19852			
19880			
19881			
19887			
20068			
20069			
20071			
20072			
20091			
20092			
20100			
20101			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
20110			
20148			
20149			
20165			
20224			
20226			
20282			
20289			
20303			
20306			
20307			
20308			
20329			
20351			
20357			
20359			
20383			
20395			
20414			
20427			
20428			
20432			
20451			
20510			
20561			
20573			
20583			
20584			
20599			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
20610			
20630			
20631			
20632			
20633			
20634			
20641			
20642			
20650			
20651			
20652			
20653			
20654			
20660			
20661			
20662			
20670			
20671			
20672			
20680			
20681			
20689			
20691			
20692			
20693			
20713			
20732			
20755			
20756			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
20759			
20771			
20775			
20780			
20831			
20833			
20840			
20846			
20847			
20852			
20866			
20879			
20883			
20884			
20906			
20941			
20963			
20978			
20979			
20984			
20986			
20987			
21001			
21020			
21021			
21049			
21130			
21131			
21132			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
21133			
21210			
21352			
21423			
21443			
21466			
21542			
21728			
21765			
21766			
21767			
21775			
21815			
21817			
22291			
22391			
22392			
22581			
22589			
22592			
22612			
22654			
22695			
22697			
22740			
22780			
22850			
22870			
22871			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
22880			
22881			
22882			
22913			
22930			
22931			
22932			
22940			
22982			
22983			
23021			
23043			
23045			
23228			
23229			
23239			
23242			
23243			
23248			
23255			
23257			
23268			
23279			
23281			
23296			
23333			
23334			
23335			
23439			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
23448			
23451			
23475			
23540			
23546			
23547			
23562			
23578			
23579			
23586			
23687			
23688			
23689			
23724			
23784			
23817			
23818			
23824			
23885			
24033			
24048			
24341			
24375			
24512			
24513			
24555			
24624			
24632			
24671			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
24673			
24749			
24774			
24775			
24782			
24832			
24847			
24854			
24862			
24873			
24914			
24938			
25044			
25050			
25057			
25058			
25060			
25092			
25211			
25440			
25463			
25474			
25486			
25511			
25518			
25540			
25545			
25548			
25580			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
25590			
25591			
25593			
25617			
25627			
25677			
25681			
25683			
25691			
25692			
25697			
25698			
25709			
25727			
25730			
25731			
25732			
25740			
25753			
25782			
25783			
25790			
25791			
25792			
25793			
25794			
25795			
25796			
25797			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
25798			
25839			
25842			
25853			
25865			
25868			
25888			
25894			
25906			
25940			
26006			
26007			
26051			
26060			
26061			
26062			
26070			
26081			
26090			
26091			
26092			
26098			
26119			
26122			
26123			
26128			
26129			
26130			
26131			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
26170			
26171			
26172			
26173			
26211			
26281			
26282			
26283			
26284			
26285			
26287			
26288			
26289			
26320			
26321			
26322			
26323			
26324			
26325			
26326			
26327			
26328			
26329			
26391			
26400			
26401			
26420			
26421			
26424			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
26425			
26436			
26460			
26461			
26481			
26482			
26491			
26511			
26514			
26531			
26532			
26533			
26534			
26535			
26541			
26542			
26559			
26560			
26616			
26618			
26636			
26637			
26725			
26730			
26732			
26746			
26764			
26765			
26766			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
26782			
26800			
26836			
26879			
26884			
26885			
26886			
26892			
26893			
26963			
27003			
27006			
27030			
27031			
27056			
27058			
27160			
27171			
27172			
27173			
27174			
27176			
27177			
27201			
27203			
27270			
27350			
27354			
27400			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
27411			
27421			
27422			
27424			
27425			
27426			
27427			
27428			
27429			
27490			
27570			
27571			
27572			
27573			
27680			
27690			
27691			
27692			
27700			
27901			
27941			
27944			
28020			
28109			
28310			
28321			
28322			
28391			
28581			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
28614			
28844			
28845			
28848			
28850			
28851			
28852			
28853			
28861			
28890			
28891			
28892			
29007			
29008			
29009			
29271			
29272			
29291			
29292			
29550			
29840			
30140			
30150			
30160			
30370			
30380			
30430			
30470			
30480			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
30510			
30521			
30791			
30792			
30800			
30880			
30885			
30890			
30942			
30943			
30951			
30952			
30974			
30975			
31060			
31070			
31080			
31101			
31110			
31120			
31180			
31181			
31211			
31231			
31232			
31233			
31241			
31242			
31243			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
31244			
31251			
31260			
31261			
31271			
31342			
31344			
31351			
31360			
31380			
31390			
31400			
31401			
31425			
31430			
31470			
31480			
31490			
31500			
31550			
31560			
31570			
31630			
31661			
31662			
31710			
31720			
31760			
31770			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
31790			
31800			
31850			
31870			
31890			
31910			
32091			
32130			
32140			
32252			
32261			
32282			
32283			
32351			
32352			
32353			
32470			
32471			
32472			
32480			
32481			
32531			
32702			
32704			
32706			
32751			
32752			
32754			
32806			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
32820			
32821			
32822			
32823			
32850			
32881			
32931			
32952			
32961			
32962			
32981			
33012			
33021			
33031			
33060			
33153			
33181			
33191			
33192			
33193			
33194			
33210			
33220			
33250			
33310			
33311			
33330			
33340			
33350			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
33431			
33432			
33433			
33434			
33500			
33540			
33580			
33590			
33600			
33630			
33641			
33710			
33730			
33792			
33806			
33809			
33813			
33870			
33871			
34141			
34213			
34230			
34280			
34341			
34360			
34382			
34420			
34421			
34551			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
34721			
34722			
34740			
34741			
34802			
34803			
34810			
34820			
34824			
34825			
34871			
34920			
34922			
34940			
34950			
34951			
34961			
34962			
34963			
34981			
34982			
34984			
34990			
34991			
34992			
35020			
35021			
35022			
35072			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
35100			
35120			
35236			
35238			
35239			
35270			
35275			
35278			
35661			
35674			
35680			
35681			
35690			
35710			
35711			
35741			
35742			
35744			
35760			
35770			
35780			
35781			
35790			
35792			
35793			
35800			
35801			
35810			
35811			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
35820			
35821			
35850			
35851			
35852			
35930			
36090			
36281			
36600			
36639			
37198			
37499			
38352			
38353			
38360			
38361			
38363			
38364			
38400			
38466			
38489			
38490			
38520			
38531			
38540			
38551			
38560			
38572			
38580			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
38590			
38591			
38600			
38602			
38610			
38613			
38680			
38681			
38720			
38721			
38731			
38910			
38911			
38912			
38920			
38955			
38970			
39022			
39024			
39053			
39055			
39141			
39142			
39240			
39243			
39271			
39272			
39316			
39461			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
39511			
39512			
39513			
39516			
39541			
39542			
39632			
39650			
39651			
39660			
39661			
39681			
39683			
39801			
39802			
39811			
39812			
39831			
39832			
39903			
39904			
39908			
39960			
39961			
39962			
39963			
39964			
40020			
40021			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
40030			
40031			
40032			
40033			
40050			
40072			
40073			
40290			
40291			
40331			
40333			
40340			
40360			
40363			
40381			
40410			
40411			
40450			
40451			
40522			
40523			
40526			
40560			
40642			
40644			
40651			
40652			
40660			
40690			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
40710			
40720			
40721			
40731			
40830			
40832			
40843			
40850			
40851			
40852			
41060			
41072			
41080			
41104			
41132			
41185			
41202			
41260			
41261			
41280			
41281			
41282			
41283			
41301			
41320			
41350			
41393			
41493			
41517			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
41611			
41620			
41670			
41680			
41681			
41691			
41730			
41741			
41742			
41751			
41790			
41800			
41801			
41820			
41822			
41980			
42032			
42036			
42121			
42122			
42170			
42190			
42191			
42192			
42193			
42200			
42212			
42235			
42238			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
42239			
42369			
42390			
42401			
42420			
42440			
42452			
42480			
42481			
42483			
42500			
42590			
42773			
42777			
42890			
42891			
42900			
42910			
42940			
42970			
43025			
43031			
43032			
43035			
43181			
43201			
43202			
43203			
43360			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
43361			
43390			
43391			
43691			
43692			
43693			
43705			
43707			
43710			
43715			
43731			
43759			
43790			
43951			
44020			
44022			
44370			
44410			
44530			
44533			
44621			
44622			
45061			
45062			
45063			
45260			
45261			
45340			
45341			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
45343			
45344			
45345			
45360			
45390			
45410			
45411			
45560			
45850			
45930			
45971			
45972			
46000			
46013			
46410			
46430			
46431			
46461			
46464			
46570			
46571			
46593			
46594			
46691			
46730			
46740			
46750			
46751			
46752			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
46753			
46771			
46780			
46940			
46952			
46953			
46990			
47040			
47041			
47042			
47050			
47051			
47052			
47053			
47056			
47057			
47110			
47123			
47124			
47125			
47126			
47127			
47130			
47131			
47211			
47260			
47261			
47262			
47263			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
47264			
47265			
47270			
47281			
47282			
47340			
47450			
47472			
47500			
47631			
47632			
47710			
47711			
47830			
47860			
47960			
48102			
48103			
48104			
48191			
48370			
48380			
48381			
48450			
48562			
48580			
48581			
48582			
48611			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
48612			
48613			
48614			
48641			
48671			
48672			
48673			
48750			
48790			
48792			
48793			
48794			
48795			
48810			
48811			
48821			
48822			
48850			
48851			
48852			
48862			
48971			
49001			
49101			
49261			
50393			
50565			
50638			
50747			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
50756			
50758			
50766			
50903			
50921			
51144			
51151			
51261			
51290			
51300			
51471			
51472			
51550			
51551			
51552			
51761			
51762			
51957			
51960			
51961			
52030			
52031			
52820			
52821			
52893			
53086			
53141			
53142			
53143			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
53421			
53442			
53451			
53491			
53503			
53550			
53558			
53559			
54160			
54161			
54210			
54211			
54250			
54650			
54661			
54670			
54671			
54860			
54862			
54882			
54883			
54932			
54933			
54934			
54940			
54941			
54942			
54943			
54980			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
54982			
54983			
55230			
55401			
55910			
56539			
56780			
56821			
56970			
56971			
56972			
56973			
58790			
58821			
58822			
58912			
59001			
59841			
59842			
59843			
60081			
60141			
60563			
60821			
60822			
61140			
61198			
61199			
61252			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
61362			
61407			
61761			
61762			
61765			
61766			
61767			
61810			
61850			
61851			
62060			
62263			
62334			
62591			
62592			
62600			
62663			
62740			
62741			
62742			
63080			
63101			
63447			
63450			
63820			
63821			
64322			
64323			
65020			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
65030			
66031			
66341			
66392			
66990			
66991			
67031			
67032			
67070			
67071			
67076			
67077			
67078			
67153			
67154			
67730			
68030			
68031			
68101			
68102			
68811			
69069			
69320			
69380			
69500			
69742			
69791			
69913			
69916			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
70131			
70134			
70136			
70140			
70320			
70330			
70331			
70332			
70333			
70334			
70335			
70338			
70339			
70363			
70382			
70481			
70491			
70500			
70741			
70742			
70925			
70931			
70933			
71050			
71060			
71150			
71160			
71190			
71200			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
72230			
72450			
72460			
72461			
72462			
72510			
72530			
72531			
72536			
72710			
72711			
72810			
72822			
72823			
72950			
73670			
73671			
74040			
74070			
74080			
74590			
74801			
77562			
79800			
82330			
82341			
83039			
83671			
84140			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
84261			
84509			
84597			
84601			
84620			
84641			
85200			
85319			
85384			
85400			
85421			
85602			
85997			
85998			
85999			
86211			
86212			
86903			
87220			
87270			
87552			
87553			
87554			
87555			
87556			
87557			
87558			
87559			
87562			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
87563			
87811			
88000			
88001			
88002			
88250			
88360			
88730			
88731			
88740			
88741			
89321			
89328			
89731			
89863			
89878			
89879			
90091			
90099			
90126			
90139			
90150			
90159			
90161			
90163			
90167			
90176			
90230			
90241			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
90243			
90250			
90257			
90280			
90347			
90367			
90450			
90839			
91492			
91711			
91713			
91752			
91753			
91768			
91894			
91895			
91914			
91943			
91947			
91948			
92018			
92028			
92029			
92058			
92121			
92132			
92142			
92155			
92172			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
92219			
92264			
92290			
92451			
92504			
92518			
92583			
92664			
92788			
92798			
92889			
92975			
92984			
92989			
93007			
93025			
93042			
93052			
93054			
93075			
93079			
93085			
93140			
93142			
93205			
93365			
93375			
93385			
93387			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
93390			
93437			
93446			
93559			
93578			
93579			
93652			
93677			
93844			
94121			
94144			
94260			
94275			
94373			
94380			
94422			
94447			
94481			
94482			
94490			
94594			
94601			
94624			
94660			
94677			
94691			
94722			
94725			
94781			

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
94801			
94868			
94961			
95003			
95013			
95021			
95108			
95176			
95197			
95201			
95202			
95204			
95210			
95212			
95220			
95221			
95223			
95231			
95233			
95250			
95301			
95305			
95324			
95339			
95341			
95342			
95353			
95361			
95362			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
95403			
95413			
95445			
95577			
95654			
95679			
95833			
95910			
95983			
96010			
96041			
96067			
96136			
96190			
96191			
96196			
96260			
96267			
96268			
96337			
96411			
96412			
96424			
96429			
96448			
96621			
96622			
96624			
96625			

EXHIBIT V.C.1

Empire Plan Prescription Drug Program Retail and Mail Service Pharmacy Generic Drugs MAC List Costs per GCN

GCN	Retail and Mail Service Pharmacy MAC Unit Cost	MAC applicable to all NDCs in GCN? (Y/N)	A-rated or Authorized Generic Available? (Y/N)
96746			
96982			

EXHIBIT V.D

DCS & NYSIF Prescription Drug Programs
Specialty Pharmacy Program Dispensing Fees

Exhibit V.D Instructions: Offerors must submit a completed Exhibit V.D on a CD as part of their Cost Proposal. For each drug the Offeror proposes to include in its Specialty Pharmacy Program, list: the NDC of the Drug; Drug Name; Therapeutic Class; Doseage Form; whether or not the drug has a REMS associated with it; and whether or not the drug requires special packaging. Propose a Dispensing Fee for each drug. The Dispensing Fee quoted is for the entire duration of this Agreement (2014 - 2018).

NDC	Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Offeror's Proposed Dispensing Fee

DCS & NYSIF PRESCRIPTION DRUG PROGRAMS
Pharma Revenue Guarantee Quote
Period 1/1/2014 - 12/31/2018

Pharma Revenue Guarantee (1)	**Per Final Paid Claim (DCS Program)**	**Per Final Paid Claim (NYSIF)**
2014	$ ________	$ ________
2015	$ ________	$ ________
2016	$ ________	$ ________
2017	$ ________	$ ________
2018	$ ________	$ ________

(1) The quote above represents the guaranteed minimum amount due the Programs.
- The State shall receive all (100%) of pharma revenue as defined in this RFP.
- The amount must be quoted on a per final paid claim basis as defined in the glossary; Section VII
- No separate administrative fee to manage the pharma revenue process shall apply.

Note: Offerors must provide adequate documentation as determined by the Department, to support the Offeror's proposal relative to pharma revenue. Documentation should be provided as Exhibit V.E.1 of the Offeror's proposal.

The Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee Quote is not contingent upon the Programs' participation in any of the Offeror's formulary management or intervention programs. Nor shall the Offeror's Minimum Per Final Paid Claim Pharma Revenue Guarantee Quote be contigent or dependent on the timing of any patent expirations and/or introduction of generic equivalent drugs, including but not limited to early and/or at risk generic launches.

DCS and NYSIF PRESCRIPTION DRUG PROGRAMs

Documentation to Support Pharma Revenue Guarantee Quote
Period 1/1/2014 - 12/31/2018

DCS and NYSIF PRESCRIPTION DRUG PROGRAMS
Claims Adminstration Fee(s) Quotes (1)
Period 1/1/2014 - 12/31/2018

Claims Administration Fees (2)	Quote	Basis of Charge
DCS Program Primary		
Total DCS Program Primary Claims Admin Fee		Per Each Final Claim Paid
EGWP Medicare Primary		
Total EGWP Medicare Primary Claims Admin Fee		Per Each Final Claim Paid
New York State Insurance Fund Program		
Total NYSIF Program Claims Admin Fee		Per Each Final Claim Paid

(1) These quotes are made in accordance with the requirements of Sections IV and V of the RFP.
The quotes must be guaranteed for the period 1/1/2014 -12/31/2018.
Changes to these quotes not under the control of the Offeror may be negotiated solely at the Procuring Agencies' discretion.
(2) Refer to Exhibit IV.A for a listing of Program Services applicable to each Claims Administrative Fee component.