

Project Services Attestations

Project Team

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the DEA Project during implementation and operation;
- b. Dedicate a project manager who will be available full time for the entire term of the DEA Project and who has at least three (3) years' experience serving as a project manager. The Contractor must advise the Department immediately if replacement of the project manager is contemplated during the term of this DEA Project;
- c. Assign a project management team that is experienced, accessible, and sufficiently staffed to provide timely (one (1) Business Day) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Agreement to the satisfaction of the Department; and
- d. Immediately notify the Department of actual or anticipated events affecting the delivery of services to the Department and present options available to minimize or eliminate the impact of those events on the delivery of Project Services.

Project Implementation

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Develop and update, as needed, a written implementation plan for the DEA Project as requested in IV.B.3.a of this IFB. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment by the Contractor to complete all implementation activities within the 60-Day Implementation Period. For all tasks that require Department review and approval, a minimum review period of five (5) Business Days must be built into the implementation plan; and
- b. Undertake and complete all implementation activities, including but not limited to those specific activities set forth below in this Section IV.A.2.b of this IFB. Such implementation activities must be completed no later than the first Day following the 60-Day Implementation Period and includes:
 - (1) Planning and testing the transmission of data to/from the Department as outlined in Section IV.A.3 of this IFB;
 - (2) Establishing and maintaining a fully trained call center as outlined in Section IV.A.4

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of this IFB;

- (3) Establishing a secure online web portal providing access for Enrollees and the Department as outlined in IV.A.5 of this IFB; and
- (4) Developing Enrollee communications for review and approval by the Department as outlined in IV.A.7 of this IFB.

Electronic Transfer of Data

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Receive and transmit Dependent data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;
- b. Receive/transmit data in the format required by the file layouts presented in Exhibit III.E of this IFB;
- c. Ensure all electronic transfer of data and/or storage of files is located solely in the United States;
- d. Maintain a HIPAA compliant level of security to protect the confidentiality of all Enrollee/Dependent information;
- e. Have a disaster recovery plan in place that is applicable to this DEA Project;
- f. Image all documentation received from the Enrollee and transmit a file (or files) to the Department in a standard format (i.e. Multi-Page Tagged Image File Format (TIFF)). The file of images must be accompanied by indexing files and follow a naming convention as outlined in Exhibit III.G of this IFB; and
- g. Acknowledge that it is the Department's policy that all files need to have a PGP encryption key. If the Department sends the Contractor a file(s), the Department will send to the Contractor's server with the Contractor's PGP encryption key. If the Contractor sends the Department a file(s), the Contractor will send to the Department's server with the Department's PGP encryption key. The files will be exchanged using SFTP protocol.

Call Center Services

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Establish a dedicated toll-free telephone number that Enrollees can call with questions during the Amnesty Period, the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The Contractor must maintain a call center with a staffing level sufficient to meet the call center performance guarantees. The Contractor must

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dedicate a core staff to service the Department's account;

- b. Establish a call center, located in the United States and staffed with fully trained call center representatives and supervisors, with representatives available, at a minimum, from 8:00 a.m. to 8:00 p.m. ET, except for Business Holidays observed by the State. The Contractor's call center technology must have a system to log and track all inquiries. The system must include call type, actions and resolutions. Call center representatives must be trained to respond to questions and inquiries including, but not limited to, Dependent eligibility and status of documentation review. Any inquiries that cannot be answered in the initial phone call must be responded to either by telephone or in writing within five (5) Business Days;
- c. Escalate complex and/or difficult calls to more experienced representatives and ultimately supervisory staff; and
- d. Staff the call center during the Appeal and Reinstatement Period(s) to assist Enrollees who submit documentation that supports reinstating the terminated Dependent's coverage.

Secure Online Web Portal

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Establish a secure online web portal, which allows Enrollees to submit, and confirm submission of, eligibility documentation. The secure online web portal must be available twenty-four hours a day, seven (7) days a week, except for regularly scheduled maintenance. The Department shall be notified of all regularly scheduled maintenance at least one (1) Business Day prior to such maintenance being performed; and
- b. Maintain a secure online web portal that allows Enrollees, or the Department as applicable, to perform the following:
 - (1) Upload documentation;
 - (2) Check Dependent eligibility status in real-time;
 - (3) View all communications sent from the Contractor to the Enrollee;
 - (4) Review FAQ's that have been developed by the Contractor and approved by the Department;
 - (5) Allows Enrollees to get answers to questions via secure email and/or a chat function;
 - (6) Access customer service contact information including address(es), phone number(s) and email address(es);
 - (7) Allows the Department to compile periodic management reports documenting the progress and outcomes of the DEA Project via the secure online web portal; and
 - (8) Allows the Department to have view only access to Dependent eligibility status.
- c. Allows cobranding of the secure online portal by incorporating the NYSHIP logo.

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Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s)

The Offeror

- agrees
 does not agree

throughout the term of the Agreement, the Contractor must:

- a. Administer one (1) Amnesty Period for all Enrollees with a Family Policy to report ineligible Dependents. Administration of the Amnesty Period must include the communication of the Amnesty Period to Enrollees, call center support, receiving requests from Enrollees to terminate ineligible Dependents, and the reporting of ineligible Dependents to the Department;
- b. Administer up to three (3) Phases of eligibility verification during the Eligibility Verification Period. Administration of the Eligibility period shall include, but not be limited to, sending communication materials to Enrollees regarding the Eligibility Verification Period, providing call center support, receiving and processing documents to verify eligibility, and the reporting of ineligible Dependents to the Department. The Dependent eligibility audit tasks must conform to NYSHIP eligibility rules;
- c. Administer an Appeal and Reinstatement Period(s) for Dependents who were terminated because sufficient documentation was not provided on a timely basis and who subsequently are able to provide the documentation. The Department requires the Contractor to complete Reinstatements quickly and accurately and provide the Reinstatement File as outlined in Section IV.A.9.a.(6) of this IFB;
- d. Transmit termination and reinstatement files on a schedule as outlined in Sections IV.A.9.a.(5) and IV.A.9.a.(6) of this IFB; and
- e. Complete all tasks related to the Amnesty Period, and Eligibility Verification Period, within one (1) year of the Agreement Start Date and the Appeal and Reinstatement Period(s) within fifteen (15) months of the Agreement start date.

Communication Material

The Offeror

- agrees
 does not agree

throughout the term of the Agreement, the Contractor must:

- a. Develop customized Enrollee communications, subject to written approval by the Department for the Amnesty Period, the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The communications must provide sufficient detail so the Enrollee can clearly identify:
 - (1) Dependent children verified in the prior audit for whom eligibility does not need to be confirmed;
 - (2) Dependent children added to coverage on or after February 1, 2009 for whom documentation must be submitted to verify coverage;
 - (3) Spouse or Domestic Partner, regardless of the date the individual was added to

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- coverage for whom documentation must be submitted;
 - (4)** Dates by which documentation must be submitted; and
 - (5)** Termination date for Dependents deemed ineligible for coverage. The final letter must allow the Enrollee fourteen (14) Business Days for response prior to terminating the Dependent.
- b. Send different Enrollee communications for different types of Dependents (i.e. Dependent child versus Spouse) and NYSHIP populations (NY versus Participating Agency (PA) or Participating Employer (PE));
 - c. Mail sufficient Department approved Enrollee communication material to achieve the ROI guarantee as outlined in IV.A.10 of this IFB;
 - d. Use a dedicated P.O. Box or other address as approved by the Department as the return address for all Enrollee communications; and
 - e. Acknowledge that the cost of all Project Services communication mailings (including postage) will be paid by the Offeror and will be considered by the Department as being included in the total DEA Project cost submitted by the Offeror.

Outgoing and Returned Mail Process

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Conform to address labeling guidelines that will be provided by the Department that, at a minimum, will require the following:
 - (1)** The Offeror must use coding as provided in the enrollment file, Exhibit III.E, above the Enrollee address block on each mail piece. This coding will be used by the Offeror to route returned mail to agencies or DCS as appropriate for handling;
 - (2)** For all active Enrollees, as well as Retirees of PAs, the agency code and benefit program code will be used; and
 - (3)** For all other Retirees, a unique code, to be identified by the Department, will be used.
- b. Use USPS software as needed for simple address hygiene purposes. National Change of Address (NCOA) software may not be used as NYSHIP policy is that address changes must be requested by the Enrollee only;
- c. Provide mailing samples during the Implementation Period for testing and Department approval before mailing to Enrollees. The Department will review and approve or deny within two (2) Business Days;
- d. Provide a weekly file of returned mail, as outlined in Section IV.A.9.a.(12) of this IFB, to the Department;
- e. Accept one or more updated enrollment files, as outlined in Section IV.A.9.a.(12) of

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this IFB, containing corrected addresses, which the Contractor must load into their system within one (1) Business Day of receipt, should the Department determine such files are necessary.

Reporting

The Offeror

- agrees
 does not agree

throughout the term of the Agreement, the Contractor must:

- a. Work with the Department to develop reports acceptable to the Department for the Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s), that include, but are not limited to, measurement of the Contractor's response rates and outcomes, adherence to Agreement requirements, and measurement of performance guarantees. Reporting will be at intervals mutually agreed upon by the Department and the Contractor. Reporting, at a minimum, must cover:

- (1) Verification Status Summary Report** – to provide information on each letter mailed and received including number of letters mailed, number of responders, number of Amnesty Period requests, number of complete documentation received, number of incomplete documentation received, number of non-responders, number of returned mail, number of Appeals received, number of Appeals accepted, and number of Appeals rejected. The report will be required daily and may transition to weekly at the sole discretion of the Department;
- (2) Call Center Statistics** – report detailing each day's call center activity including, but not limited to, the number of calls, telephone response rate, telephone abandonment rate, and telephone blockage rate. The report will be required daily and may transition to weekly at the sole discretion of the Department;
- (3) Secure Online Portal Statistics** – weekly report providing information on the number of documents received daily, and the percent (%) processed within three (3) Business Days and the percent (%) processed within five (5) Business Days;
- (4) Weekly Management Summary Report** – provide progress of the DEA Project and the milestones met;
- (5) Results File** – identifying Dependents to be terminated from coverage. A file will be required at the end of the Amnesty Period and at the end of each Phase of the Eligibility Verification Period. Refer to the "Results File Layout" tab in Exhibit III.E of this IFB for the file layout;
- (6) Reinstatement File** – identifying those Dependents that are terminated during the audit and acceptable documentation is subsequently received prior to the completion of the DEA Project. The report will be required on a daily basis and must include all Reinstatements processed on the previous Business Day. Refer to the "Reinstatement File" tab in Exhibit III.E of this IFB for the file layout;

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- (7) Terminated and Deceased File** – a file shall be sent from the Department to the Offeror on a weekly basis after the Amnesty Period. The file will identify Enrollees and/or Dependents who have had coverage terminated or were identified as deceased after the initial population was identified for Amnesty. Refer to the “Term & Deceased File Layout” tab in Exhibit III.E of this IFB for the file layout;
- (8) File of Imaged Eligibility Documentation** –provide one (1) or more files of images of all eligibility documentation received, Enrollee correspondence received, and Contractor communications to Enrollees. The file will be provided on a weekly basis. Refer to Exhibit III.G of this IFB for the file layout;
- (9) Guarantee Report** – summarizing the Contractor's compliance with all Agreement guarantees (with the exception of the ROI Guarantee, which will be calculated by the Department). This report is to be provided 30 Days after the conclusion of the DEA Project;
- (10) Final Project Report** – summarizing the DEA Project outcome and suggestions, including draft forms/documents, to improve the Department's ongoing management of Dependent eligibility. This report is to be provided 90 Days after the conclusion of the DEA Project;
- (11) Ad Hoc Reports** – the Department may, on occasion, request ad hoc reports or other data analysis to monitor Project Services and contract compliance. The format, frequency, and due dates for such reports, if any, will be specified by the Department to the Contractor during the term of the Agreement that results from this IFB; and
- (12) File of Returned Mail** – provides a complete listing of mail returned to the Contractor due to incorrect addresses. The file will be required weekly at the discretion of the Department. Refer to the “Returned Mail Layout” tab in Exhibit III. E of this IFB for the file layout.

Project Return on Investment (ROI)

The Offeror

- agrees
 does not agree

throughout the term of the Agreement, the Contractor must:

- a. Guarantee a return on investment of at least 3:1 (Total Savings of at least three times the total DEA Project cost) for the DEA Project including administration of the Amnesty Period, the Eligibility Verification Period and the Appeal and Reinstatement Period(s);
- b. Total Savings will be calculated by the Department and will be based on the Plan (Empire, SEHP or HMO) the member is enrolled in at the time of the audit. The Total Savings shall be calculated as follows (refer to Exhibit III.F for an example of the ROI Calculation):

(1) For the Empire Plan and SEHP, the savings shall be calculated by the

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Department as the average annual paid claims amount per Dependent determined to be ineligible by the vendor multiplied by the number of Dependents disenrolled. The annual paid claims per Dependent shall be calculated by the Department as the claims paid for each Dependent determined ineligible for the period 2010-2014 divided by the number of months such Dependent was enrolled in the Plan during that period multiplied by 12.

Plus

- (2) For HMO Dependents, annual savings calculated as the difference between Family and Individual 2014 Net Premium multiplied by the number of Family Policies that changed to Individual as a result of all Dependents being determined to not be eligible.

Plus

- (3) Annual savings of Medicare Part B Premium reimbursement paid for Medicare Dependents determined not eligible by the Contractor based on the standard 2014 monthly Medicare Part B Premium amount.

Plus

- (4) For Enrollees with a Family Policy who are participating in the Opt-Out Program, there will be an annual savings of \$2,000 in instances where all of the Enrollee's Dependents are determined not eligible.

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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 2015, 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