

REQUEST FOR PROPOSAL

ENTITLED:

“Mental Health and Substance Use (MHSU) Disorder Program”

Official Responses to Offerors’ Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	N/A	General Question	In the 2020, Draft RFP, the Depts strategy was to align the Plan under one vendor. Can you share the Dept’s current thinking on this strategy and has there been any consideration from the Dept. to bifurcate (i.e., move the facility component of the MHSU plan to the current hospital administrator and the practitioner component of the MHSU plan to the current medical administrator) the MHSU coverage resulting in the consolidation of said contract to the current medical/surgery contract and hospital contract and supporting your overall integration strategy?	The question is outside of the scope of the Mental Health and Substance Use (MHSU) Disorder Program RFP.
2	N/A	General Question	Past MHSU Program implementations typically began at the end of first quarter or near beginning of second quarter prior to the new effective contract period. In light of your compressed implementation timeline, will you allow an existing vendor administering the newly awarded MHSU contract to utilize and leverage its current contracted dedicated claim and call resources (other additional dedicated resources as available) to insure readiness/efficiency/scale for implementation and continued support of Empire Plan expertise throughout the contract period?	Any Contractor awarded a Contract pursuant to this RFP would be required to meet the minimum mandatory requirements of the RFP and be capable of providing all Project Services as required in the RFP, including ensuring that all implementation activities outlined in Section 3.2 are completed and in place by the Full MHSU Disorder Project Services Start Date.
3	N/A	General Question	In 2020, DCS released a combined medical/hospital/MHSU draft proposal. That proposal was for a term in excess of 5 years. As the length of a contract has a direct impact on the underwriting of the case, is it DCS’ intent to fulfill the	The Department is not able to respond to questions related to the future needs of the program or potential procurements for replacement services. The Department reserves the right to exercise all contractual rights with regard to termination under

			intended 5-year contract for this MHSU proposal; or once the combined RFP is released would the DCS invoke their right to term the MHSU contract award for convenience under Appendix B?	Appendix B or any other provision of the resulting Contract to best meet the needs of the State.
4	N/A	General Question	Regarding your offshoring provisions, under certain vendor contracts for the Empire Plan, offshoring of certain technical claim adjudication programming is allowed as long as PHI is never compromised or managed by offshore resources. Can the Department please confirm that they do not intend to continue to enjoy reduced administrative expenses and efficiencies for this MHSU contract by allowing vendors to employ this strategy of off-shoring certain non-PHI technical contractual support?	It is unclear, based on the question asked, what information would be made accessible offshore to provide "certain technical claim adjudication programming". The Department maintains that no Confidential Information, including Protected Health Information, is permitted to be hosted, maintained, stored, processed or otherwise accessed outside CONUS ("offshore").
5	N/A	General Question	Please provide details around the timing and funding of the invoicing and banking requirements. Please include details of prospective and retrospective funding as these details impact the underwriting process.	As noted in Section 6 of the RFP, the Contractor will be reimbursed on a monthly basis for actual claims.
6	6	Section 1.3 Overview of MHSU Disorder Program	There are 4 plans outlined on page 6. Upon review, there are different benefits/coverage for some of these plans: <ul style="list-style-type: none">o Are 4 distinct networks expected for these plans?o Do all of these plans have national network coverage requirements?	NYSHIP Health Maintenance Organizations (HMOs) are not in scope for this RFP. Only Members in the Empire Plan, Excelsior Plan, and Student Employee Health Plan will have access to the network proposed by the Offeror. Offerors should meet the access requirements of Section 3.10 of the RFP for the Empire Plan, Excelsior Plan, and Student Employee Health Plan.
7	9	Section 1.3.2 Inpatient and Alternative Levels of Care	Halfway Houses and Group Homes are listed as benefits for SEHP. Is this the only plan that has this benefit coverage? Which ASAM Levels are required for each plan?	Please refer to Attachment 20 for the Empire Plan Certificates and Excelsior and SEHP At A Glance documents. Halfway House and Group Home benefits are not exclusive to SEHP; these benefits are available to Members of the Empire Plan and Excelsior Plan as well. Levels of care include but are not limited to: Emergency assessments at all times. • Inpatient psychiatric care and aftercare for psychiatric cases following hospital

				discharge. • Alternatives to Inpatient Services at Approved Facilities. • Outpatient Services. • Inpatient Services/residential rehabilitation and aftercare following hospital discharge for Substance Use Care. • Substance use Structured Outpatient Rehabilitation and aftercare. • Electroconvulsive therapy (ECT). • Medication management. • Ambulance services. • Psychiatric second opinions. • Applied Behavior Analysis (ABA) with a confirmed diagnosis of Autism Spectrum Disorder.
8	12	Section 1.5 Timeline of Key Events	Given the timing of contract award in July 2022 and commencement of implementation on October 1, 2022, would the Department be open to providing a letter of agreement to begin the implementation process sooner for the January 1st start?	It is the intent that a Contract would be awarded and approved by the State Oversight agencies (OSC, OAG) prior to the commencement of any Implementation services. The Department is not open to entering into any agreement outside of the resulting Contract for the RFP. Any work performed by a tentatively awarded Contractor would be at risk work.
9	16	Section 2.1 Rules Governing Conduct of Competitive Procurement Process, 6. Submission of Proposal	May we print our proposal response and Attachments double-sided?	Yes.
10	17	Section 2.1 Rules Governing Conduct of Competitive Procurement Process, 6. Submission of Proposal, part iv.	This section states: "The Offeror must submit five additional USB drives which each contain an electronic copy of the Administrative and Technical Proposal ONLY." Which box should these USBs be placed in?	The USB drives that contain the Administrative and Technical Proposals must be packaged in the sealed box/envelope labeled Administrative Proposal.
11	17	Section 2.1 Rules Governing Conduct of Competitive Procurement Process, 6. Submission of	This section instructs us to number the pages of the Proposal consecutively. Should the page numbers from our Administrative Proposal volume continue on to the Technical Proposal, and then on to the Financial Proposal volume? Or, should the page number start over again at 1 on the first page of the Technical Proposal, and again at 1 on the first	The page number should start over again at 1 on the first page of the Technical Proposal and again at 1 on the first page of the Financial Proposal.

		Proposal, partvii.	page of the Financial Proposal?	
12	26-27	Section 2.2 Compliance with Applicable Laws, Rules and Regulations, and ExecutiveOrders, 1. Disclosure of Proposal Contents – Freedom on Information Law (FOIL), b. Requested Redactions (USB Storage Drive and Hard Copy)	For our hard copy redacted Proposal, should we bind all three sections (Administrative, Technical, and Financial) in one binder or in three separate binders?	Each proposal (Administrative, Technical, and Financial) must be placed in separate binders.
13	26-27	Section 2.2 Compliance with Applicable Laws, Rules and Regulations, and ExecutiveOrders, 1. Disclosure of Proposal Contents – Freedom on Information Law (FOIL), b. Requested Redactions (USB Storage Drive and Hard Copy)	Should we place all three sections (Administrative, Technical, andFinancial) of our redacted Proposal on one USB, or would the Department like three separate USBs?	The Administrative, Technical, and Financial Proposals may be placed in one USB storage drive.
14	26-27	Section 2.2 Compliance with Applicable Laws, Rules and Regulations, and ExecutiveOrders, 1. Disclosure of Proposal Contents – Freedom on Information Law (FOIL), b. Requested Redactions (USB Storage Drive and	Which box should our redacted hard copies be placed in?	The redacted hardcopies must be placed in a separate box from the non-redacted hardcopies. All three redacted Proposals (Administrative, Technical, and Financial) may be placed in one box.

		Hard Copy)		
15	26-27	Section 2.2 Compliance with Applicable Laws, Rules and Regulations, and Executive Orders, 1. Disclosure of Proposal Contents – Freedom on Information Law (FOIL), b. Requested Redactions (USB Storage Drive and Hard Copy)	Which box should the USB of our redacted proposal be placed in?	The USB of redacted Proposals may be placed in the same box as the redacted hardcopies.
16	31	Section 3.3.1.b. Member Communication Support	Will the offeror be responsible for creating and distributing hardcopies of SBCs, or only supplying a master printed copy or electronic documents?	The Contractor will be responsible for creating the SBC and upon Member request, the Offeror must direct the Members to the Department’s website to view the SBC or distribute a copy of the SBC to the Member within the federally required timeframes pursuant to the Affordable Care Act.
17	32-34	Section 3.3 Member Communication Support, f - i.	<p>The RFP states, “The website must conform to the New York State website style provided by the Department of Civil Service and meet all NYS Web Accessibility requirements.”</p> <p>Please clarify the website style guide and accessibility requirements.</p> <p>Also, would you please provide screenshots, templates, design and branding information, along with data, content, functionality, analytics/reporting, and any other member experience requirements for customized member website?</p>	<p>Offerors should propose a website design for The Department’s review. Offeror’s proposed webpage should be viewable in browsers and devices as outlined in Section 3.3.1.h-i, and at a minimum host content for Members as outlined in Section 3.3.1.f.</p> <p>The Web Accessibility requirements are stated in Appendix B, Section 37.a. NYS-P08-005, is now referred to as Accessibility of Information Communication Technology and can be found at: https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting</p> <p>The awarded Contractor will be provided the necessary</p>

				branding for their dedicated webpage. To serve as example, links to our current vendor dedicated webpages for the Empire Plan can be found here: Empire Plan Providers and Pharmacies (ny.gov) .
18	32-34	Section 3.3 Member Communication Support, f - i.	Are we prohibited from providing assessments, steerage and self-help resources on the website?	It is unclear what is meant by assessments, but Offerors would be free to allow Members to access health assessment tools on the website, as well as self-help resources. It is also unclear what is meant by steerage, but Offerors may encourage network utilization on the website as long as no particular providers are being endorsed or the Member is not being redirected to a third-party website
19	41	Section 3.6 Enrollment Management, 1. Duties and Responsibilities, item at	The RFP states: The selected Offeror must maintain accurate, complete, and up-to-date enrollment files, based on information provided by the Department. There is no mention of Group files being utilized. Please advise if these will be utilized for the services in scope with the Department?	It is unclear what is meant by "Group files".
20	42	Section 3.6 Enrollment Management	Regarding the Alternate ID, is the Department's Alternate ID larger than 80 characters? If so, how many?	The Empire Plan, Excelsior Plan, and SEHP Alternative Identification numbers are currently 9-digits long.
21	42	Section 3.6 Enrollment Management	The RFP states manual updates of eligibility transaction fallout must be updated within 24 hours. The Offeror shall, on a daily basis, manually review and load any transactions which did not process correctly from the daily ANSIx12 834 standard 005010x220 file by reviewing the correct enrollment date maintained in the New York Benefits Eligibility and Accounting System (NYBEAS). Question: Any limitation to the availability of the NYBEAS system, holidays, weekends, after business hours, etc.?	Vendor access to NYBEAS will be limited to Monday through Saturday 7:00 a.m. to 7:00 p.m. EST. In addition, NYBEAS is not accessible the Saturday following the first Friday of the month. This is because NYSHIP billing is run on the first Friday of the month. Example: NYBEAS will not be accessible on October 8, 2022, because the first Friday falls on October 7, 2022.
22	42	Section 3.6 Enrollment Management	The RFP speaks to the selected Offeror shall submit enrollment test files to the Department. This is nonstandard. How often is this file requested (daily, weekly, monthly, etc.)?	As stated in Section 3.6.1.a.ii of the RFP, this requirement is to ensure the initial enrollment file loads properly. The Offeror will be required to submit as many test files as needed to ensure this requirement is met.
23	43	Section 3.6 Enrollment	Are the expected hours of operation always EST time zone	In regard to vendor access to NYBEAS, hours of operation

		Management, a.vii.	where the time zone is not stated? Offeror's staff must be available to access enrollment information through the Department-provided enrollment system, Monday through Friday, from 8:00 a.m. to 5:00 p.m., with the exception of holidays observed by the State as indicated on the Department's website.	will always be to eastern standard time (EST).
24	45	Section 3.7 Claims Processing	What is meant by "including but not limited to claims submitted manually, foreign claims, and Medicare primary claims, Medicaid, and Veterans Administration"? What may be included in the "not limited to"?	Offerors must accept and initiate the processing of all claims submitted by Network Providers, as defined in RFP, that are consistent with the current version of the American Medical Association's CPT codes, reporting guidelines and conventions and the centers for Medicare and Medicaid services (CMS) health care common procedure coding system (HCPCS). Additionally, foreign claims submitted must also be processed and considered for payment consistent with plan benefit design.
25	45	Section 3.7 Claims Processing	What are your foreign claims processing requirements?	Foreign claims will need to be adjudicated with the same processes and requirements as claims of domestic origin, and as outlined in this RFP. Foreign claims will be subject to the Claims Processing Guarantees in the RFP.
26	45	Section 3.7 Claims Processing	Please provide claim volume (at claim level, not service line level) for 2020 and 2021.	Detailed claims data for 2018 – 2021 will be provided to Offeror's who submitted an NDA. This data is presented on an incurred basis; paid through March 31, 2021.
27	49	Section 3.7.1.b Claims Processing	Page 49 references three program service level standards for Claims Processing Guarantees but subsequently lists only two. Is there a third?	There are only two Claims Processing Guarantees intended for this RFP. Please see Amended RFP
28	53-54	Section 3.10 Provider Network 1..Duties and Responsibilities, item a	The section outlines that a telemedicine service must be available online for members 24 hours per day/7 days per week. Which telemedicine services are expected to be available outside of standard business hours and on weekends /holidays, will non urgent telemedicine services be required to be available outside of standard business hours?	The telemedicine portal must be accessible to Members 24/7 for treatment, or referral to a higher level of care, when Members have urgent, or crisis related episodes. See the amendment to RFP Section 3.10.1.a, Provider Network.
29	65	Section 3.15 Transition and Termination of	Confirm that such Knowledge Transfer plan will be shared with the successor vendor: Incorporating a written plan for	A Knowledge Transfer Plan is not explicitly required in Department's current contract (C000625) for mental health

		Contract, item c.iv.4	<p>Knowledge Transfer. A Knowledge Transfer (KT) plan shall be developed by the Contractor for approval by the Department as part of the Transition Plan. This KT Plan will be incorporated into the overall Transition Plan's methods and timeframes and will outline mechanisms for transferring knowledge of Contractor's personnel to Department employees, a third party or the successor entity. As part of the KT, Contractor shall document relevant processes, procedures, methods, tools, and techniques of its personnel with special skills or responsibilities performed during the Contract. Is the awarded contractor supplied the KT plan from the incumbent?</p>	<p>services. ARTICLE XVI: TRANSITION AND TERMINATION OF CONTRACT to contract C000625 outlines the incumbent Contractor's obligations regarding transition of services at the end of the contract term. A copy of contract (C000625) can be found at: https://www.cs.ny.gov/nyship/procurements/docs/mhsa/uhc/5_Year_Contract_Redacted.pdf</p>
30	67	Section 3.15 Transition and Termination of Contract, item d, iii.2	<p>The provision states that as part of the Transition process, the incumbent must provide "the Department access to any online claims processing data and history."</p> <p>Can you provide clarity on what is meant by access? Does this include providing NYSHIP user access to our systems and platforms, or just access to data in the form of reporting?</p>	<p>The purpose of section 3.15(d)(iii)(2) is to ensure that during Phase One of the Transition Process the that the final invoice for Program Claims incurred can be audited. During this period, "online access" means providing Department designated staff the ability to review Department claims data through the Contractor's online claims processing system.</p> <p>This "online access" will continue in Phase Two of the transition process as specified in RFP section 3.15(d)(iv)(2) and must be maintained for auditing purposes for no less than three years after Phase Two of the Transition and Termination Period.</p> <p>RFP, Appendix C, Variable Clauses Parg. 2, is amended to reflect this requirement by replacing the paragraph as follows:</p> <p>The Department has determined that the period of time that the Contractor must provide the Department continued online access to Data is no less than three years after Phase Two of the Transition and Termination Period as described in Section 3.15 of this RFP. During this period, online access means providing Department designated staff the ability to review Department claims data through the Contractor's online claims processing system. This does not limit the time</p>

				required by Contractor to establish and maintain "Records" pursuant to RFP Appendix A.
31	68	Section 3.15 Transition and Termination of Contract, item d, iii.12	<p>This section states, "Notifying Members currently in care with a Network Provider, per New York State guidelines, of their rights to continue to receive a network level of benefits if their Provider is not in the Offeror's network."</p> <p>Does this mean that we need to extend INN benefits to OON claims? Is this in reference to the 3 month regulation of transition of care?</p>	Continuity of care requirements will apply in the case of Network Providers terminating from the Empire Plan network either as the result of failed negotiations between the Contractor and a Network Provider, or as the result of Network Providers terminating from the Empire Plan, Excelsior, and SEHP networks due to the Department awarding a contract to a new vendor. Please see the recent Department of Financial Services Insurance Circular Letter no. 11 (2021) Insurance Circular Letter No. 11 (2021) : Department of Financial Services (ny.gov) .
32	68	Section 3.15 Transition and Termination of Contract, d.iv.1	<p>This section states that Phase One and Two of the Transition Services shall include, but not be limited to the following activities.</p> <p>1. Process all Open Claims to final settlement "Process all open claims Paying claims, including but not limited to: Medicaid; out-of-network claims; foreign claims; COB claims; and Medicare claims and In-network claims. "In-network" refers to Providers or Facilities that are part of a health plan's network of Providers with which the Contractor has negotiated a discount"</p> <p>Does the contract extend to include Medicare/Medicaid (up to 3 years) and claims/coverage outside the US?</p>	Phase Two of the Transition Services is in effect until settlement of all open claims incurred prior to the termination of the Contract, this includes Medicare, Medicaid, and foreign claims.
33	72	Section 4.4 Vendor Responsibility Questionnaire	<p>Unable to launch this link to the VRQ VendRep System, please refer to: https://www.osc.state.ny.us./vendors/index.htm.</p> <p>Please provide a valid link or the correct form we are to complete and submit.</p>	The link has been updated in the amended RFP.
34	72	Section 4.4 Vendor Responsibility Questionnaire	What is the timeframe by which the VRQ must be complete?	The VRQ must be completed at the time of notification of tentative contract award.

35	72	Section 4.4 Vendor Responsibility Questionnaire	Are we to submit the completed VRQ with our proposal package or only through the vendor portal listed in the RFP?	A hard copy of the completed VRQ may be included with the Administrative Proposal. If submitting through the vendor portal Contractor must provide a hardcopy of the VRQ at the time of notification of tentative contract award.
36	72-73	Section 4.4 New York State Standard Vendor Responsibility Questionnaire	If Offeror completes the Vendor Responsibility Questionnaire online, is a printed hard copy expected as part of the Administrative Proposal?	Yes.
37	73-74	Section 4.6 Compliance with New York State Workers' Compensation Law	Please confirm that Offerors are not required to complete and submit the relevant forms listed in Attachment 10 with our proposal on May 12. Please confirm submission to the Department will be requested only upon notification of award of Contract.	Confirmed. Offerors are not required to submit the forms listed in Attachment 10 until notification of tentative award of a Contract.
38	74	Section 4.7 Insurance Requirements	With regard to Section 4.7 Insurance Requirements, should Offeror include Evidence of Coverage certificates with our proposal on May 12?	No, evidence of coverage is not required until notification of tentative award of a Contract.
39	92	5.8 Claims Processing, 2.b	Regarding the Claims Processing Guarantee – Twenty Four Calendar Days Turnaround Time, is the claims processing turnaround time to be measured from claim receipt to adjudication date or from claim receipt to the date payment is transmitted to the provider or mailed to the member?	Section 5.8.2.b states claims are to be processed “within twenty-four Calendar days from the date the claim is received electronically or in the Offeror’s designated post office box to the date of Claim Adjudication.”
40	94	Section 5.11 Provider Network, 1b.	With regard to the requested Geo network reports, please confirm we should submit: 1. Our complete Geo network reports in electronic searchable format on USB; and 2. Our GeoAccess Accessibility Summaries only in hard copy.	Please provide both electronic and hard copies of the Geo networks report and GeoAccess Accessibility Summaries as noted in the amended RFP. Amended- Please submit the network reports in searchable PDF only and the GeoAccess Accessibility Summaries in both searchable PDFs and hard copies.
41	95	Section 5.11 Provider Network	With regard to behavioral health visits for telemedicine, will the Department confirm that visits include telephonic and video sessions?	Confirmed.
42	100	Section 6 Financial Proposal	In Network Fee per Service rates will vary by provider and location. In order to accurately complete Attachment 25, the bidder will need to quantify utilization by code by provider and provider location to ascertain it's In Network	Detailed claims data for 2018 – 2021 will be provided to Offeror's who submitted an NDA. This data is presented on an incurred basis; paid through March 31, 2021.

			<p>Fee on Empire's mix of providers/services.</p> <p>In order to appropriately underwrite the average unit cost as required by the RFP, we request Empire provide utilization data (outlined below) for calendar years 2018, 2019, 2020 and 2021 with the following fields:</p> <p>Claim Identifier, Claim Line Number, Claim Status, Member Identifier, Business Line, Product, Rate Group, Funding Arrangement, Exchange Indicator, Provider Tax ID, Facility Name, National Provider Identifier, Provider Name, Provider Address, Place of Service Code, Hospital Type, Provider Specialty/Licensure Level, Network Status (In Network vs NonNetwork, if possible), Procedure Code, Revenue Code, Modifier Code, DRG Code, Primary Diagnosis, Incurred Year, Incurred Month (if possible), Units, Visits, Unit Description, Billed Amount, Allowed Amount (if possible), Member Coinsurance (if possible), Member Deductible (if possible), Member Co-Pay (if possible), Member Coordination of Benefits Amount (if possible), and Paid Amount (if possible)</p>	<p>A new Attachment 37 containing a detailed claims data for 2018 – 2021 will be provided to Offeror's who submitted an NDA. This data is presented on an incurred basis; paid through March 31, 2021.</p>
43	100	Section 6 Financial Proposal	<p>Can Empire provide member eligibility information with the following fields?</p> <p>Member Identifier, Relationship Code, Eligible Year, Eligible Month, Date of Birth, Gender, Member State, Member Zip Code, Business Line, Product, Rate Group, Funding Arrangement, and Exchange Indicator?</p>	<p>A new ATTACHMENT 37 file containing member data will be provided to Offeror's who completed an NDA that includes: DOB; Benefit Program; Benefit Plan; State; County; Company; and Relationship for 2021.</p>
44	100	Section 6 Financial Proposal	<p>Applied Behavioral Analysis codes (97151, 97153, 97155, 97156, H0032) are billed in increments of either 15 or 60 minutes (unit). Are the ABA services quantified in Attachment 26 units (15/60 min increment) or visits (multiple 15/60 min increment per encounter)?</p>	<p>Procedural Codes 97151, 97153, 97155 are quantified in units – 15 minutes increments.</p>
45	100	Section 6 Financial Proposal	<p>The procedure codes on Attachment 25 and Attachment 36 do not mirror one another in full. Each list has codes not on the other list. Is there a different set of covered benefits depending on network status?</p>	<p>The codes in the two attachments are not expected to match. The codes listed in Attachment 25 pertain to In-Network providers and is for Offerors to provide their proposed per service In-Network fees for all the listed</p>

				services. The codes and costs listed in Attachment 36 pertain to Non-Network providers and will be used by the Department as estimated out-of-network costs in the Financial Proposal Evaluation per section 7.3 of the RFP.
46	100	Section 6 Financial Proposal	Can Empire confirm that the In Network Fee per Service in Attachment 25 is meant to reflect the allowed cost of the service, post discount from billed charges but prior to any member cost sharing?	The Network Fee per Service reflects the allowed cost, post discounts and prior to Member cost sharing.
47	100	Section 6 Financial Proposal	Regarding services quantified in Attachment 26, are all facilities contracted on a per diem basis for MHSUD Inpatient services?	All Revenue Codes are based on a per diem basis.
48	100	Section 6 Financial Proposal	Regarding services quantified in Attachment 26, are any facilities contracted based on DRG payment or other methodology? If yes, what portion of the quantified units/dollars are associated with non per diem based payment methodologies?	All Revenue Codes are based on a per diem basis.
49	100	Section 6 Financial Proposal, and Attachment 25	Is Attachment 25 the only document required to be completed as part of our Financial Proposal response? Or, do Offerors need to acknowledge and state our agreement with the specifications laid	Attachment 25 is the only form required to be completed as part of the Financial Proposal submission. Please see the revised Attachment 25.
50	101	Section 6.1 Program Claims, item 2	Is the Non Network reimbursement policy expected to change for 2023 and beyond?	Health insurance benefit design, including mental health and substance use benefits, is subject to collective bargaining between the State and the unions that represent State employees. Due to the nature of collective bargaining, we cannot discuss what might or might not occur with respect to any benefit design changes until the State and the unions have completed collective bargaining.
51	102	Section 6.1 Program Claims, item 4	Is the Network Pricing Guarantee reconciled at the code level? In other words, does the average cost and average utilization apply at the individual procedure and/or revenue code level or are all procedure codes and corresponding utilization combined for an average proposed cost per service and are all revenue codes and corresponding utilization combined for an average proposed cost per	The Network Pricing Guarantee will be calculated by using actual aggregate costs, with "aggregate costs" defined as the sum of all procedure codes and revenue codes combined.

			service? If it is at a code level, can the favorability in an Average Cost Per Service code be used to offset the unfavorability in another Average Cost Per Service code?	
52	102	Section 6.1 Program Claims	Please confirm that the Network Pricing Guarantee is limited to the revenue and procedure codes included in Attachment 25.	Confirmed.
53	102	Section 6.2.1 Administrative Fees	This section instructs the offeror to include its proposed administrative fee in Attachment 25. There is no line item for the fee. Please clarify.	Please see the revised RFP Attachment 25 which provides a line item for the Administrative Fee.
54	103	Section 6.3 Assessments	Please confirm that the Offeror will be responsible for the administration of future assessments and the Plan will cover associated liabilities.	Yes, the Offeror will be responsible for the administration of future assessments, but the Plan will be responsible for all associated liabilities.
55	Appendix C page 6	Encryption	Pertaining to Section 5 of the RFP, NY State Information Technology Standard "Encryption" ref: NYS-S14-007 Section 4.2 Data at Rest states that: "To mitigate attacks against encryption keys, when outside of State facilities, SE laptops and third-party laptops that access or contain SE PPSI must be powered down (i.e., shut down or hibernated) when unattended." Would the screen lock function, requiring re-authentication to get back in, suffice for this requirement (in addition to hibernation)?	Hibernation when unattended meets the requirement outlined in the NYS Encryption Standard. Screen lock would be considered an additional control, but does not meet the requirement on its own.
56	Appendix C page 7	Network and Systems Security	Pertains to Section 6.9 of the RFP. NY State Information Technology Standard "Information Security" ref: NYS-P03-002 Section 4.14 states that: b. All systems are subject to periodic penetration testing; c. Penetration tests are required periodically for all critical environments/systems". Taken together in the same section, does this mean that certain non-critical systems do not require periodic penetration testing but are only subject to testing if future need requires it?	The reference to "critical environments/systems" in NY State Information Technology Policy, NYS-P03-002 Section 4.14 is synonymous with "Critical Infrastructure" and is defined by NYS as 'Systems and assets, whether physical or virtual, so vital to New York State that the incapacity or destruction of such systems and assets would have a debilitating impact on security, economic security, public health or safety, or any combination of those matters.' Specific to this RFP, the contractor's systems, devices, and applications that are used to process, store, or transmit the State's Confidential Data would not be deemed "critical environments/systems" as referenced under NY State Information Technology Policy,

				<p>NYS-P03-002 Section 4.14.</p> <p>With that said, per Appendix C, section 6.9, of the RFP the Contractor is required at a minimum, to “engage a qualified third party to perform annual penetration testing of Contractor’s Networks containing Confidential Information. The scope of the penetration testing must, at a minimum, include all internal/external systems, devices and applications that are used to process, store, or transmit Confidential Data. ...”.</p>
57	Appendix C page 7	Network and Systems Security	<p>Pertains to Section 6.9 of the RFP. NY State Information Technology Standard “Information Security” ref: NYS-P03-002 Section 4.14 states that:</p> <p>b. All systems are subject to periodic penetration testing;</p> <p>c. Penetration tests are required periodically for all critical environments/systems”.</p> <p>Can you confirm that “critical systems” would include what the RFP describes as “systems, devices, and applications that are used to process, store, or transmit Confidential Data?”</p>	See Response to Question 56.
58	Attachment 6 page 4	Inpatient Treatment Utilization Review Guarantee	<p>Can you please confirm what is being measured (numerator and denominator) for Inpatient Treatment Utilization Review Guarantee?</p> <p>It states: The Offeror must guarantee that at least 90% of requests for Pre- certification of inpatient MHSU care, when applicable under New York State regulations, be reviewed within twenty-four hours from the receipt of the request and the Member and MHSU Provider notified within one Business Day of the determination as reported and calculated on an annual basis.</p>	<p>The numerator contains pre-certification requests that are reviewed within twenty-four hours and where notification to the enrollee or provider is provided within one business day. If the review and notification do not both meet the turnaround time, they should be excluded from the numerator. The denominator is the total number of pre-certification requests.</p> <p>An Amendment has been made to Attachment 6 to reflect this change.</p>

59	Attachment 9	Subcontractors and Affiliate Form	Can you define how "Engagement" should be interpreted in the section titled "Relationship between Offeror and Subcontractor or Affiliate for Current Engagements"?	Engagement should be interpreted as that portion of the contractor's obligations under the contract resulting from the RFP that will be performed by a Subcontractor or Affiliate as these terms are defined in Section 4.3 of the RFP.
60	Attachment 23 and 32	Offerors Proposed Provider Network Files / Summary Worksheet	For the provider attachments 23 and 32, LCSWs with and without R designation are mentioned. Are NY members able to receive services from both LCSW provider types OR only LCSWs with the R designation?	New York Members are able to receive services from both a LCSW and a LCSW-R.
61	Attachment 25	Fee Schedule	In this pricing attachment, the table is for per service fees. Where do we provide our other fees/administrative fees that may be part of our pricing proposal?	Attachment 25 has been revised by the addition of a line for Administrative Costs.
62	Attachment 25	Fee Schedule	Empire is requesting 5 years of fees for the codes listed in Attachment 25. Provider contracts typically have a term less than 5 years. What is Empire's expectation of In Network Fee pricing methodology in 2023 and beyond - % CMS, % billed charges, something else?	The Offeror is expected to propose costs for all the out-years and the proposed amount must be represented as a flat fee - percentages will not be accepted.
63	Attachment 25	Fee Schedule	The final row of Attachment 25 is labeled "~ Missing". Is this row meant to be populated?	RFP Attachment 25 has been amended.
64	Attachment 25	Fee Schedule	Empire is requesting 5 years of fees for the codes listed in Attachment 25. How will Empire incorporate new codes or additional codes not currently listed? Please also address code adjustments for contracted providers (when CMS re-weights Medicare reimbursement and the provider agreement reimburses a % of CMS).	The codes listed in the amended Attachment 25 will be used to evaluate the Financial Proposal as referenced in Section 7.3 of the RFP. However, as noted in Section 6 of the RFP, the selected Offeror will be reimbursed the cost of claims, irrespective of whether the codes appear in Attachment 25.
65	Attachment 26	Empire Plan Service Counts and Net Payments by Program	Regarding footnote 3 in Attachment 26, what portion of the quantified units and paid dollars are associated with the global fee arrangement for Physician/Inpatient?	Amendments have been made to Attachment 26 regarding footnotes 2 and 3. Additionally, the sheet entitled "Global Fee Percentages" was added to Attachment 26 to address the global fee percentage request. An Amended RFP Attachment 26 will be provided to all Offerors who submitted an NDA to the Department.
66	Attachment 26	Empire Plan Service Counts and Net Payments by Program	Please confirm that the data presented in Attachment 26 is paid data (after member cost share) without IBNR factors? If not, please specify what data is presented.	Confirmed.

67	Attachment 26	Empire Plan Service Counts and Net Payments by Program	The heading of Attachment 26 indicates the data presented is 2021 incurred claims paid through September 2021. What is the incurred period (Jan-Jun, Jan-Sep, etc.)?	RFP Attachment 26 contains claims incurred as of January 1st of each applicable year and paid through September 20, 2021. An amended RFP Attachment 26 with a through date of 12/31/2021, will be provided to all Offerors who submitted an NDA to the Department.
68	Attachment 26	Empire Plan Service Counts and Net Payments by Program	The data presented in Attachment 26 indicates that 58% of all utilization occurs at Non Network providers/facilities. Please confirm this is accurate.	Confirmed that the total amount paid for non-network services from 2018 through 2021 is 58% of the total amount paid for services across all providers, both in and out-of-network.
69	Attachment 34	Utilized Provider File	There are 188 records which indicate MD (Non-Psychiatrist). Please clarify which services these non-psychiatrists deliver for MH/SA.	Procedure codes for services delivered by MD (Non-Psychiatrists) are as follows: 90785, 90791, 90792, 90832, 90833, 90834, 90836, 90837, 90838, 90839, 90840, 90846, 90847, 90853, 90867, 90868, 90870, 96112, 96132, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99217, 99221, 99222, 99223, 99231, 99232, 99233, 99238, 99239, 99251, 99252, 99253, 99282, 99283, 99284, 99285, 99305, 99308, 99309, 99417, 99421, 99441, 99442, 99443
70	Attachment 34	Utilized Provider File	There are 477 records which indicate Ambulance or Independent Lab. Please clarify which lab services are covered for MH/SA versus the Medical benefit.	Lab services under the MHSU Disorder Program consist primarily of lab services for drug test screening.
71	Attachment 34	Utilized Provider File	Can Empire append a network status indicator in Attachment 34 (In Network vs Non Network)?	The network status indicator will be provided through an Amended Attachment 34 to all Offerors who submitted an NDA to the Department.
72	Attachment 36	Non-Network Estimated Costs by Unit by Service	Attachment 36 demonstrates some inconsistencies with the code level Non Network rates. For example, a private Inpatient bed (revenue code 0114) has a lower rate than a shared Inpatient room (revenue code 0124). Procedure code 90837 (60 min therapy) has a lower rate than 90834 (45 min therapy). This is the reverse of expectations. How were the Non Network rates in Attachment 36 derived? What timeframe does the data used to develop these fees represent?	The Non-Network rates were derived by dividing total costs (from 2016 through 2020) by total units of service (from 2016-2020). Revenue Code 0124 has a higher rate than Revenue Code 0114 because most of the costs occurred in the downstate region which generally has higher rates. Procedural Code 90834 has a higher rate than 90837 for the same reason.
73	N/A	Attachment 6	Please confirm that the completed Attachment 6 - Performance Guarantees should be provided as an	Attachment 6 should be included with the Technical Proposal.

			attachment to the Technical Proposal response (and that it is not instead considered part of the Financial Proposal).	
74	N/A	5. Technical Proposal and Attachment 6 – Performance Guarantees	In responding to the questions in Section 5. Technical Proposal regarding our proposed Performance Guarantees, should Offerors disclose the dollar amount we are proposing to put at risk within our Technical response? Or should dollar amounts only be disclosed on the completed Attachment 6?	Offerors should disclose the dollar amount being proposed to put at risk within the Technical response.
75	N/A	Attachment 23 – Provider Network Files	<p>The instructions for Attachment 23 include definitions for Registered Nurse Clinical Specialist and Registered Nurse Practitioner. However, the instructions for completing Column 12 do not include these provider types. Should Offerors list these two provider types separately?</p> <p>If Offerors should list separately, will the Department supply the provider type codes?</p> <p>If the Registered Nurse Clinical Specialist and Registered Nurse Practitioner provider types have to be listed with another provider type, will the Department provide direction regarding where Registered Nurse Clinical Specialist and Registered Nurse Practitioner should be listed?</p>	Codes for Registered Nurse Clinical Specialist (RNCS) and Registered Nurse Practitioner (RNP) can be listed separately. An Amendment has been made to Attachment 23 to include these codes.
76	N/A	Attachment 23	With regard to the provider listing requested in the file layout specified in Attachment 23, please confirm that two total USBs are requested: one USB containing a list of MHSU Practitioners and one USB containing a list of MHSU Facilities.	Confirmed.
77	N/A	Appendix C	Appendix C contains the embedded link to https://its.ny.gov/sites/default/files/documents/nys-s14-003_information_security_controls_1.pdf but the link appears broken. Please confirm where this information is posted.	https://its.ny.gov/document/information-security-controls