

SECTION VII: DRAFT CONTRACT

AGREEMENT NO. 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, New York State, through DCS, oversees the New York State Vision Plan for New York State employees represented by Council 82, (C-82); New York State Correctional Officers & Police Benevolent Association (NYSCOPBA) Police Benevolent Association, (PBA); Police Investigators Association, (PIA); Graduate Student Employee Union (GSEU), and Public Employees Federation, (PEF); for Legislators and Legislative employees of the NYS Senate or NYS Assembly; for judges and judicial employees of the NYS Unified Court System, and for New York State employees and Participating Employers (PE’s) employees designated Management /Confidential; and

WHEREAS, the New York State Vision Plan 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 _____, the Department of Civil Service issued a Request for Proposal (RFP) entitled, “NYS Vision Plan Services”, to secure the services of a qualified organization to provide Vision Plan 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 Vision Plan 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 business concern owned or controlled in whole or in part by another concern or is owned or controlled in whole or in part by another concern.
- 1.2.0 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 1st of each Calendar year.
- 1.3.0 Calendar Year/Annual** means a period of 12 months beginning with January 1 and ending with December 31.
- 1.4.0 Call Center Hours** means between the hours of 8:00 a.m. until 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. to 4:00 p.m. ET on Saturday.
- 1.5.0 Child(ren)** means children under 25 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 upon the Enrollee are also eligible, subject to a Statement of Dependence and documentation.
- 1.6.0 Contractor** means successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to the RFP and who executes a contract with the Department to provide Program Services.
- 1.7.0 Copayment** means the amount an Enrollee or Dependent is required to pay for covered vision services as specified by the benefit design of the Plan.
- 1.8.0 Day(s)** means calendar days unless otherwise noted.

- 1.9.0 DCS or Department** means the New York State Department of Civil Service.
- 1.10.0 Dependent** means the spouses, domestic partners, and full-time dependent student children under twenty-five (25) years of age enrolled in the Plan and determined to be eligible by the DCS. Young adult dependent children age twenty-five (25) 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 Plan.
- 1.11.0 Employee** means any person defined as an Employee in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.
- 1.12.0 Employer** means the State of New York in all its branches, departments and agencies, and any Participating Employer.
- 1.13.0 Enrollee** means an Employee enrolled under the NYS Vision Plan or a former Employee or covered Dependent who elects to continue vision coverage with the NYS Vision Plan through COBRA.
- 1.14.0 Enrollee Submitted Claim or Subscriber Claim** means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.
- 1.15.0 ET** means prevailing Eastern Time.
- 1.16.0 Health Benefits Administrator (HBA)** means an agency representative, primarily located in agency human resource office, who provides information on health insurance benefits to agency staff.
- 1.17.0 Indemnity Reimbursement Schedule** means a schedule for which partial reimbursement is available for those Enrollees and Dependents who obtain Vision benefits from Non-Participating Providers.
- 1.18.0 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.
- 1.19.0 Laser Vision Correction Participating Provider** means any Ophthalmologist who entered into an agreement with the Contractor or any Key Subcontractor of the Contractor, to provide covered laser vision benefits to Enrollees and to accept the Participating Provider fee schedule for covered laser vision correction services.

- 1.20.0 Medical Exception Program** means a Program for Enrollees and covered Dependents who have a medical condition that may impact vision refraction. Eligible program participants may receive an examination less than twenty-four (24) months, but not less than one year from last examination, when referred by the physician caring for the medical condition. Additional plan benefits are covered only if the patient has, in fact, experienced a change in vision.
- 1.21.0 Member** means Enrollee or Dependent enrolled in the New York State Vision Plan.
- 1.22.0 National Medical Support Notice** means a child medical support order issued pursuant to the standardized system established by the Child Support Performance and Incentive Act of 1998.
- 1.23.0 Non-Participating Provider** means any Optometrist or Ophthalmologist who has not entered into an agreement with the Contractor, or any Key Subcontractor of the Contractor, to provide covered vision benefits to Enrollees.
- 1.24.0 NYS** means New York State.
- 1.25.0 Occupational Vision Program** means a Program “by which,” or “where by” eligible Enrollees may obtain a second eyewear selection (intended for occupational use) from a Participating Provider, at the time the primary eyewear is ordered.
- 1.26.0 Optometrist/Ophthalmologist** means a person who is legally licensed to practice the profession of Optometry in the state in which they practice. He or she must regularly practice such profession within the scope of his or her license.
- 1.27.0 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 Vision Plan.
- 1.28.0 Participating Provider** means any Optometrist or Ophthalmologist who has entered into an agreement with the Contractor, or any Key Subcontractor of the Contractor, to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services.
- 1.29.0 Plan/Program** means the New York State Vision Plan.

- 1.30.0 President** means the President of the Civil Service Commission and the Commissioner of the DCS.
- 1.31.0 Program/Plan** means the New York State Vision Plan.
- 1.32.0 Program Services or Vision Plan Services** means all of the services to be provided by the Contractor as set forth in this RFP.
- 1.33.0 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.
- 1.34.0 RFP or Procurement** means the Request for Proposals, entitled “New York State Vision Plan Services,” dated March 1, 2011.
- 1.35.0 Service Level Standard** means the Department’s expected performance level of service that the selected Offeror must meet or exceed for the New York State Vision Plan.
- 1.36.0 State** means the DCS acting in its statutory authority as the administrator of New York State’s Vision Plan.
- 1.37.0 Transition Plan** means a written plan for transition, which outlines, at a minimum, the tasks, milestones and deliverables associated with transitioning the Plan to a new contractor.
- 1.38.0 Upgrade Program** means a Program for eligible Enrollees and their Dependents that enables them to select certain non-Plan eyewear from a Participating Provider and pay a discounted surcharge (in addition to the Participating Provider fee paid by the Plan).

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 New York State 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 upon OSC approval of the Agreement with all other contractual obligations to begin on

January 1, 2012 through and including December 31, 2016, 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 New York State Attorney General's Office ("AG") the Office of the State Comptroller of the State of New York ("OSC").

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 undertaking 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 Department of Civil Service Contracts;

4.1.4 Appendix C – Third Party Connection and Data Exchange Agreement

4.1.5 The following Exhibits attached and incorporated by reference to the body of the Agreement:

4.1.5a Exhibit A: which includes the MacBride Act Statement; and the Non-Collusive Bidding Certification;

4.1.5b Exhibit B: the Request for Proposals entitled, "NYS Vision Plan," dated _____ and Exhibit B-1, the official DCS response to questions raised concerning the RFP;

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- 4.1.5c** 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;
 - 4.1.5d** Exhibit D, the Schedule of Participating Provider Fees;
 - 4.1.5e** Exhibit E, the Schedule of Monthly Administrative Fees and Communications Fee;
 - 4.1.5f** Exhibit F, the Schedule of Indemnity Reimbursement Fees; and
 - 4.1.5g** Exhibit G, Summary of Benefit Variances by Employee Group;
- 4.1.6** 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:
- 4.1.6a** First, Appendix A - Standard Clauses for all New York State contracts;
 - 4.1.6b** Second, Appendix B - Standard Clauses for all Department of Civil Service contracts;
 - 4.1.6c** Third, Appendix C – Third Party Connection and Data Exchange Agreement
 - 4.1.6d** Fourth, any Amendments to the body of the Agreement;
 - 4.1.6e** Fifth, the body of the Agreement;
 - 4.1.6f** Sixth, Exhibit B – the Request for Proposals entitled, “NYS Vision Plan Services,” dated _____ and Exhibit B-1, the official DCS response to questions raised concerning the RFP; and
 - 4.1.6g** 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
 - 4.1.6h** Eighth, Exhibit D, the Schedule of Participating Provider Fees; Exhibit E, the Schedule of Monthly Administrative Fees and Communications Fee; Exhibit F, the Schedule of Indemnity Reimbursement Fees; and Exhibit G, Summary of Benefit Variances by Employee Group.
- 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.
- 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 of Benefit Variances by Employee Group incorporated into this Agreement as Exhibit G.

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. DCS 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 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 Plan Implementation

6.2.1 The Agreement includes an implementation period beginning on or around October 1, 2011. During this time, the Contractor must undertake and complete all implementation activities, including, but not limited to, those specified activities set forth in Section 7.1.1 of this Agreement, no later than December 31, 2011, so that the Plan is fully operational on January 1, 2012.

6.3.0 Account Team

6.3.1 The Contractor must maintain, for the entire term of the Agreement, an organization of sufficient size with the skills and experience necessary to administer, manage, and oversee all aspects of the Plan during implementation and operation.

6.3.2 The Contractor's account team must be comprised of qualified and experienced individuals who are acceptable to the Department and who will ensure that the operational, clinical and financial resources are in place to operate the Program in an efficient manner;

6.3.3 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 Program requirements and to address any issues that may arise during the performance of the Agreement.

6.3.4 The Contractor's assigned account team shall be experienced, accessible (and sufficiently staffed) to provide timely responses (no longer than 1 to 2 Business Days) to administrative concerns and inquiries posed by the Department or other staff on behalf of the Council on Employee Health Insurance for the duration of the Agreement to the satisfaction of the Department.

6.3.5 The Contractor's assigned account team must immediately notify the Department of actual or anticipated events impacting Plan costs and/or delivery of services to Plan Enrollees.

6.3.6 The Contractor's assigned account team must ensure that the 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 immediately.

6.4.0 Customer Service

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

- 6.4.1** Providing Members and Providers 24-hour access, except for regularly scheduled maintenance, to information on vision benefits and eligibility related to the NYS Vision Plan through a nationwide toll-free number.
- 6.4.2** Maintaining a call center located in the United States employing an adequate staff of fully trained customer service representatives, and supervisors available between the hours of 8:00 a.m. and 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. and 4:00 p.m. ET on Saturday, except for legal holidays observed by the State. These hours may be adjusted based on actual call volume by mutual agreement between the Department and the Contractor. Customer service representatives must be able to timely respond to questions, complaints and inquiries, including but not limited to, Plan benefits, Participating Provider and Laser Vision Correction Participating Provider locations, eligibility and claims status.
- 6.4.3** Customer service staff must use an integrated system to log and track all Member calls. The system must create a record of the Member contacting the call center, the call type and all customer service actions and resolutions.
- 6.4.4** Maintaining a back-up telephone system to be utilized in the event the primary telephone system fails or is unavailable.
- 6.4.5** Developing and maintaining a secure online customized website for Enrollees, 24 hours a day, 7 days a week, except for regularly scheduled maintenance, throughout the term of the Agreement, which will provide access to information including, but not limited to: Plan benefits; Participating Provider locations; laser vision benefits and Laser Vision Correction Participating Provider locations; eligibility and claim status. The Contractor

must establish a dedicated link to the website for the Plan from the Department's website and content is subject to the approval of the Department. Information from the link must be limited to information that pertains to the NYS Vision Plan. Any links should bring a viewer back to the Department website. No other links are permitted without the prior written approval of the Department. Any costs associated with customizing the website or establishing a dedicated link for the Plan shall be borne solely by the Contractor.

6.5.0 Enrollee and Provider Communication Support

All Enrollee communications are subject to the review and approval of DCS. The Contractor will be responsible for providing enrollee communication support and services including but not limited to:

- 6.5.1** Designing and producing all necessary claim forms, benefit booklets, Participating Provider directories, and other printed materials in sufficient quantities to promote and operate the Plan. All such materials are subject to the Department's review and approval.
- 6.5.2** Developing, printing and mailing to Enrollees' homes within 90 days of the Contractor's implementation date a directory of Participating Providers (or customized listing of such providers) and a Vision Plan Summary of Benefits booklet which states the Plan benefits applicable to each Member and summarizes Plan provisions, including eligibility criteria. Vision Plan Summary of Benefit booklets are not required for Enrollees represented by SEHP;
- 6.5.3** Distributing to the Health Benefits Administrator of each State Agency and Participating Employer, a sufficient quantity of Vision Plan Summary of Benefits booklets for the Plan to provide a copy to each newly eligible employee throughout the term of the Agreement. The initial shipment of Vision Plan Summary of Benefit Booklets will equal 5% of the Agency's Enrollee count by bargaining unit as of January 1, 2012. The Enrollee count by State agency by bargaining unit for October 2010 is included as Exhibit II.A for informational purposes.

- 6.5.4** Developing an order entry process for Health Benefit Administrators (HBAs) to order replacement copies of Plan materials and fulfilling and shipping such orders to HBAs in an expeditious manner.
- 6.5.5** Developing, printing and mailing to Enrollees' homes notification of benefit modifications and any other communications materials that may be required by the Department during the term of the Agreement, in cooperation with and subject to the approval of the Department and in accordance with Article IX; Paragraph 9.5.0 of the Agreement.
- 6.5.6** Accounting and paying for all development, production and mailing costs incurred to disseminate Plan communications materials to Enrollees and Health Benefits Administrators.
- 6.5.7** The Department shall:

 - 6.5.7a** Retain editorial control over all aspects of the Plan material, including final determination on the content and tone. The Department will provide expeditious final approval of all print and/or other materials developed for the Plan;
 - 6.5.7b** Make available, if possible, any records or information which the Contractor clearly needs to design and implement effective communication strategies; and
 - 6.5.7c** Assist the Contractor as necessary in communicating with Members and Providers but at no additional expense to the State, except as provided in Article IX, Paragraph 9.5.0 of the Agreement (See Section VI of this RFP).
- 6.5.8** The Contractor shall retain no proprietary or literary rights with respect to communication material developed solely for the Plan and shall execute any assignment found necessary to release proprietary rights.
- 6.5.9** Attending health benefit fairs, conferences, and benefit design information sessions, located in New York State, at the request of the Department.

6.6.0 Enrollment Management

The Selected Contractor will be 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 claims, provide customer service, and produce management reports. The Contractor is required to provide enrollment management services including, but not limited to:

6.6.1 Initial Testing

6.6.1a Performing an initial enrollment load to commence upon receipt of a test file from the Department 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)) or a custom file format. The determination will be made by the Department;

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 selected Contractor shall submit enrollment test files to the Department for auditing, provide the Department with secure, online access required to ensure accurate loading of Program enrollment data, and promptly correct any identified issues to the satisfaction of the Department;

6.6.2 Providing an enrollment system capable of receiving secure enrollment transactions and having all transactions fully loaded to the claims processing system within forty-eight (48) hours of release of a retrievable file by the Department. The Contractor shall 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 shall immediately load all records received (that meet the quality standards for loading) within forty eight (48) hours of their release, as required. The Contractor must have a process in place to correct any records that cannot be loaded programmatically in a timely manner. The Department will transmit enrollment transactions changes to the Contractor in an electronic format weekly. The format of these transactions will be in EDI Benefit Enrollment and Maintenance transaction set, utilizing an ANSI x.12 834 transaction set in the format specified by the Department (see Exhibit II.G for a detailed record layout). The Contractor must also have the capability to receive any special update files from the Department containing eligibility additions and deletions, including emergency updates, if required; and

- 6.6.3** Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a State 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. The Contractor shall 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;
- 6.6.4** 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. The Offeror must have an Information Security Plan (ISP) acceptable to the Department in place on the effective date of the Agreement, which states all of the security policies and procedures for the protection of data, equipment and facilities, including receipt of and transmission of data in accordance with Department standards, policies and procedures. The ISP must, at a minimum conform to the requirements of the Department of Civil Service Information Security Policy (**Exhibit I.X**); and agree to the policies, terms and conditions stated in this RFP, the Agreement and Appendices A, B and C. Any transfers of enrollment data within the Contractor's system or to external parties must be completed via a secured process;
- 6.6.5** 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 the Agreement resulting.
- 6.6.6** Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Contractor's staff with access to current Program enrollment information. Contractor's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with the exception of State holidays;
- 6.6.7** Providing a back-up system in the event that the primary enrollment system fails or cannot be accessed so that there is no interruption of service to Members.

Amended March 29, 2011

6.6.8 Verifying dependent child full-time student status for all employee groups (except for those covered by SEHP) for Dependents age nineteen through twenty-five, prior to authorization of Vision Plan services. Student status is not maintained in NYBEAS. Dependent children of Employees who are in SEHP are covered up to age twenty-six regardless of student status.

6.7.0 Claims Processing

The Contractor must provide all aspects of claims processing. Such responsibility shall include but not be limited to:

- 6.7.1** Verifying that the Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
- 6.7.2** Accurate and timely processing of all claims submitted under the Plan in accordance with the benefit design(s) applicable to the Enrollee at the time the claim was incurred as specified to the Contractor by the Department;
- 6.7.3** Charging the Plan consistent with the Contractor's proposed pricing quotes;
- 6.7.4** Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only;
- 6.7.5** Maintaining records necessary to support claim payments, legal responsibilities, and reporting, and providing direct access to all NYS Vision Plan records for State audit requests;
- 6.7.6** Utilizing the auditing tools and performance measures proposed by the Contractor to identify potential fraud and abuse by Participating and Laser Vision Correction Participating Providers;
- 6.7.7** Maintaining claims histories for twenty-four (24) months online and archiving older claim histories for up to six (6) years with procedures to easily retrieve and load claim records;
- 6.7.8** Reversing all attributes of claim records processed in error or due to fraud or abuse and crediting the Plan for all costs associated with such claim;

- 6.7.9 Maintaining the security of the claim files and ensuring HIPAA compliance;
- 6.7.10 Agreeing that all claim data is the property of the State. Upon request of the Plan, the Contractor shall share appropriate claims data with other Department consultants and contractors for various program analysis. The Contractor cannot sell, release, or make the data available to third parties in any manner without the prior consent of the Department.
- 6.7.11 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;
- 6.7.12 Analyzing and monitoring claim submission to identify errors, fraud or abuse and reporting to the Department in a timely fashion in accordance with a Department approved process. The Plan will be charged for only accurate (i.e., the correct dollar amount) claims payments of covered expenses. The Contractor will credit the Plan the amount of any overpayment regardless of whether any overpayments are recovered from Provider and/or Enrollees in instances where a claim is paid in error due to Contractor error or due to fraud or abuse. In cases of overpayments resulting from errors found to be the responsibility of the Department, the Contractor shall use reasonable efforts to recover any overpayment and credit them to the Plan upon receipt; however, the Contractor is not responsible to credit amounts that are not recovered. The Contractor shall report fraud and abuse to the appropriate authorities.
- 6.7.13 Processing Enrollee submitted claims using the non-network fee schedule set forth in Exhibit __ and within the guaranteed Turnaround Time for Non-Network Claims set forth in Section IV.B.10.a.(5) of this RFP.

6.8.0 Network Management

The Contractor is responsible for managing the provider network in the manner described in the Contractor's Proposal, Exhibit C. Such responsibility shall include, but not be limited to:

6.8.1 Participating Providers Network

The Contractor must maintain a credentialed and contracted Participating Provider Network that meets or exceeds the Program's minimum access standards throughout the term of the Agreement.

- 6.8.1a** Ninety-five (95) percent of Enrollees in urban areas will have at least one (1) Participating Provider within five (5) miles of an Enrollee's home;
- 6.8.1b** Ninety-five (95) percent of Enrollees in suburban areas will have at least one (1) Participating Provider within fifteen (15) miles of an Enrollee's home; and
- 6.8.1c** Ninety-five (95) percent of Enrollees in rural areas will have at least one (1) Participating Provider within thirty (30) miles of an Enrollee's home.
- 6.8.1d** These standards are based on the distance, in miles, from an Enrollee's home (zip code) to the nearest Participating Provider location. Urban, suburban and rural are based on US Census Department classifications, as determined by GeoAccess.

6.8.2 Participating Providers Credentialing

- 6.8.2a** The selected Contractor must assure its network is credentialed in accordance with all applicable federal and state laws, rules and regulations.
- 6.8.2b** The Contractor must credential Participating Providers and Laser Vision Correction Participating Providers to ensure the quality of the network. The Contractor must also credential Participating Providers and Laser Vision Correction Providers in a timely manner and shall have an effective process by which to confirm Participating Provider's and Laser Vision Correction Participating Provider's continuing compliance with credentialing standards.
- 6.8.2c** The Contractor must develop and maintain a regional network of qualified, credentialed ophthalmologists that provides reasonable access to Enrollees and Dependents to provide laser vision correction services through both a covered benefit and discount program.
- 6.8.2d** The Contractor must effectively communicate the availability of the Laser Vision Correction Network to eligible Members, in addition to notifying them of their benefit and how to access their benefit. Eligible Members are eligible to use their laser vision correction benefit once every five years.

6.8.2e At the request of the Department, the Contractor must solicit additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network.

6.8.3 Participating Provider Contracting

The Contractor will be responsible for providing Participating Provider and Laser Vision Correction Participating Provider contracting services including but not limited to:

6.8.3a Ensuring that all Participating Providers and Laser Vision Correction Participating Providers contractually agree to and comply with all of the Plan's requirements and benefit design specifications.

6.8.3b Ensuring that Participating Providers and Laser Vision Correction Participating Providers accept as payment-in-full the Contractor's reimbursement, plus copayments and upgrade fees, as applicable, for covered services.

6.8.4 Network Administration and Quality Assurance

Network Administration duties shall include, but not be limited to:

6.8.4a Developing and distributing communication materials to Participating Providers and Laser Vision Correction Participating Providers introducing the Plan and describing changes, when necessary;

6.8.4b Working with Participating Providers and Laser Vision Correction Participating Providers to resolve Enrollee billing disputes and complaints about the quality of services or eyewear received from a Participating Provider, including on-site audits of Participating Provider facilities, as needed;

6.8.4c Notifying the Department in writing of any decision where a Participating Provider or Laser Vision Correction Participating Provider is suspended or terminated from participation as a result of serious quality deficiencies.

6.9.0 Reporting

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

- 6.9.1** Developing, in conjunction with the Department, standard electronic management, financial, and utilization reports required by the Department for its use in the review, management, and analysis of the Plan. These reports must tie to the amounts billed to the Plan. The final format of reports is subject to the Department review and approval;
- 6.9.2** Providing Ad Hoc reports and other data analysis at no additional cost to the State. 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:
 - 6.9.2a Forecasting and trend analysis
 - 6.9.2b Benefit design Modeling
 - 6.9.2c Reports to meet clinical program review needs
- 6.9.3** Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department including but not limited to the reports listed in Article XIV of this Agreement.

6.10.0 Consulting

The Contractor is responsible for providing advice and recommendations regarding the Plan. Such responsibility shall include, but not be limited to:

- 6.10.1** Informing the State in a timely manner concerning such matters as innovative cost containment strategies, new products, technological improvements, and State/Federal legislation that may affect the Plan. The Contractor must also make available to the State one or more members of the 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 Plan 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 Plan modifications and contemplated benefit design changes on Enrollees.

6.10.3 If a significant change in benefits occurs during the term of the Agreement which, determined by the Department in its sole discretion, materially impacts the Contractor's Level of effort/cost, the State reserves the right to and at its sole discretion may renegotiate the unit rates contained in the Participating Provider and Laser Vision Surgery Fee Schedules and/or the Monthly Administrative Fees.

6.11.0 Frame Selection and Lenses

6.11.1 The Contractor shall be responsible for ensuring that Participating Providers maintain a varied and contemporary selection of Plan frames, including but not limited to styles in metal or plastic for men, women and children, half-eye styles, protective sport goggles and designer models. Plan frames must be available at three separate benefit levels, Basic, Standard, and Enhanced. The Contractor must contractually require Participating Providers to stock a minimum of [insert Contractor's proposed #] Basic frame styles, [insert Contractor's proposed #] Standard frame styles and [insert Contractor's proposed #] Enhanced frame styles. Offerors may not count a different size or different color of the same frame when assessing compliance with the minimum frame selection.

6.11.2 The Contractor is responsible for ensuring that all Participating Providers will dispense all covered lens types and lens options, including combination of two or more lens types and options.

6.11.3 The Contractor must provide a one-year unconditional warranty against breakage for all Plan frames and lenses that are fabricated in laboratories at manufacturing companies that are either a parent or subsidiary company of the Contractor.

6.12.0 Contact Lens Selection

- 6.12.1** The Contractor must ensure that Participating Providers maintain a varied selection of Plan contact lenses, including soft, daily-wear, planned replacement and disposable contact lenses, subject to Plan benefit coverages set forth in Exhibit II.D.
- 6.12.2** If proposed, the Standardized contact lens selection should be updated periodically to reflect current products and preferences. Conversely, if an allowance method is proposed, the allowances must be adequate to ensure a wide variety of contact lens selection.
- 6.12.3** The Offeror must administer a \$200 contact lens benefit for Enrollees and covered Dependents in NYSCOPBA, Council 82, ALESU, PBA and PIA, which includes the cost of the eye examination, standard or premium contact lens fitting and contact lens material.

6.13.0 Occupational Vision Program

- 6.13.1** The Contractor must develop sound eligibility criteria for the Occupational Vision Program e.g., variations in lens type, strength, or tint, for occupational vision needs, in accordance with the negotiated benefit design by employee group;
- 6.13.2** The Contractor must communicate Occupation Vision Program eligibility criteria to Participating Providers and ensure that they properly administer the program.
- 6.13.3** The Contractor must work with the Department and the State Police to develop a procedure to order and fabricate prescription lenses for insertion into respirators.

6.14.0 Medical Exception Program

- 6.14.1** The Contractor must communicate Medical Exception Program eligibility criteria to Participating Providers and ensure that they properly administer the Program.
- 6.14.2** In consultation with their medical director, the Contractor must establish and maintain a listing of medical conditions that would qualify an Enrollee or Dependent to receive services under the Program. The listing of medical conditions must include, but not be

limited to: diabetes, cataracts, keratoconus, cataracts, eye surgery within two years of last Rx, taking a prescription drug whose side effects cause vision changes, and any other documented medical condition which could reasonably be expected to result in a change in refractive status, and;

6.14.3 The Contractor must administer a process for Participating Providers to request prior authorization of medical exception benefits for eligible Enrollees and Dependents. As part of this process, the Contractor must develop sound criteria for authorizing eyewear benefits.

6.16.0 Upgrade Program

6.16.1 The Contractor must communicate the Upgrade Program requirements and pricing methodology to Participating Providers and ensure that they properly administer the Program.

6.16.2 The Contractor must provide a minimum discount off of retail pricing for upgrade selections that are not a covered benefit for any Employee Group covered under the Plan. The Contractor must set the Upgrade Program surcharges for selections that are a covered benefit for one or more Employee Groups under the Plan equal to the fee paid by the Plan, as set forth by the Contractor in Exhibit IV.A of the RFP.

ARTICLE VII: PERFORMANCE GUARANTEES

The Parties agree that the following guarantees and the corresponding penalty(ies) for failure to meet each guarantee shall be implemented effective January 1, 2012. The Contractor acknowledges and agrees that failure to perform the Service Features in such a manner which either meets or exceeds any and/or all of the 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. The Contractor shall report to DCS on a quarterly basis its level of compliance with these guarantees, as specified in 13.2.1 of this Agreement.

Performance credit amounts due from the Contractor to DCS for failure to perform any Service Feature at the Guarantee level as set forth above, and audit credit amounts, as determined pursuant to Article XV of this Agreement, shall be made at the time and in such amounts as determined by DCS to be final.

Upon such determination, DCS shall notify the Contractor, in writing, and the Contractor shall deduct such amounts from the next applicable Monthly Payment Summary report.

7.1.0 Implementation and Start-up Guarantees and Credit Amount

7.1.1 Service Level Standard: The Contractor guarantees that all Implementation and Start-Up activities will be completed no later than December 31, 2011, so that, effective January 1, 2012, the Contractor can assume full operational responsibility for the Plan. For the purpose of this Service Level Standard, the Contractor must, on January 1, 2012, have in place and operational:

7.1.1a its contracted Participating Provider Network that meets the access standard set forth in Section IV.B.9.a.(2) of the RFP;

7.1.1b its contracted Laser Vision Correction Participating Provider Network that provides reasonable access as defined by the Contractor;

7.1.1c a fully operational call center providing all aspects of customer service as set forth in Section IV.B.3.(a) of this RFP;

7.1.1d a fully operational claims processing system that accurately reimburses claims in accordance with Plan provisions as set forth in Section IV.B.10.a. of the RFP; utilizes accurate enrollment and eligibility data provided by the Department to accurately pay claims for eligible Enrollees/ Dependents consistent with the Plan benefit design;

7.1.1e a fully functioning customized Plan website with a secure dedicated link from the Department's access to the specific website requirements as set forth in Section IV.B.3.a.(5) of this RFP.

7.1.2 Performance Guarantee: 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 Monthly Administrative Fees (prorated on a daily basis).

7.2.0 Participating Provider Access Guarantee and Penalty

7.2.1 Guarantee: The selected Contractor must have a Participating Provider Network that throughout the term of the Agreement that meets or exceeds the Department's minimum access guarantees within New York State as follows:

7.2.1a Ninety-five (95%) of Enrollees in urban areas of New York State will have access to at least one (1) Participating Provider within five (5) miles;

7.2.1b Ninety-five (95%) of Enrollees in suburban areas of New York State will have access to at least one (1) Participating Provider within fifteen (15) miles, and

7.2.1c Ninety-five (95%) of Enrollees in rural areas of New York State will have access to at least one (1) Participating Provider within thirty (30) miles;

Note: In calculating whether the Contractor meets the minimum access standards, all Enrollees residing in New York State must be counted; no Enrollee may be excluded even if a provider is not located within the minimum access area. Contractors should propose a Performance Guarantee for each of the three (3) measurements and areas (urban, suburban and rural).

These standards are based on the distance, in miles, from an Enrollee's home zip code to the nearest Participating Provider location.

Urban, suburban and rural are based on US Census Department classifications, as determined by GeoAccess. Contractors may propose Performance Guarantees with better access than the minimums, but the access must follow the same structure as the above minimum (i.e., access for each of the three (3) areas based on the NYS Vision Plan population in New York State).

7.2.2 Performance Credit:

7.2.2a The Contractor's quoted amount to be credited against the Contractor's Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Contractor's proposed standard of ___%) for any Calendar Year in which the Participating Provider

Access - for Urban Areas of New York State Performance Guarantee, as calculated on a Calendar Year basis, is not met by the Contractor.

7.2.2b The Contractor's quoted amount to be credited against the Contractor's Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Contractor's proposed standard of ___%) for any Calendar Year in which the Participating Provider Access for Suburban Areas of New York State Performance Guarantee, as calculated on a Calendar Year basis, is not met by the Contractor.

7.2.2c The Contractor's quoted amount to be credited against the Contractor's Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Contractor's proposed standard of ___%) for any Calendar Year in which the Participating Provider Access for Rural Areas of New York State Performance Guarantee, as calculated on a Calendar Year basis, is not met by the Contractor.

7.3.0 Enrollment Management Guarantees and Credit Amount

7.3.1 Service Level Standard: The Program's service level standard requires that one hundred percent (100%) of all Plan enrollment records that meet the quality standards for loading must be loaded into the Contractor's enrollment system within forty-eight (48) hours of release by the Department.

7.3.2 Performance Guarantee: The Offeror's quoted amount to be credited against the Monthly Administrative Fee for each twenty- four (24) hour period beyond forty-eight (48) 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 \$_____.

7.4.0 Turnaround Time for Receiving Eyewear and Credit Amount

7.4.1 Service Level Standard: The Plan's service level standard requires that ninety-five percent (95%) of all orders placed with a Participating Provider for covered eyewear will be available to the Member within seven (7) Calendar Days after placing the order.

7.4.2 Performance Guarantee: The Offeror's quoted amount to be credited against the Offeror's Monthly Administrative Fee for each .01 to 1.0% below the standard of ninety-five percent (95%) (or the Offeror's proposed standard of ___%) of all orders from a Participating Provider for covered eyewear that are not available to the Member within seven (7) Calendar Days of placing the order, calculated on an annual calendar year basis, is \$_____.

7.5.0 Customer Service Telephone Guarantees and Credit Amount

The Contractor must guarantee the following four (4) measures of service on the toll-free customer service number:

7.5.1 Customer Service Availability

7.5.1a Service Level Standard: The Plan's service level standard requires that the Contractor's telephone line will be operational and available to Members and Providers at least ninety-nine and five-tenths percent (99.5%) of the Contractor's proposed customer service telephone line availability (minimum scheduled time between the hours of 8:00 a.m. and 8:00 p.m. ET, Monday through Friday; and between the hours of 9:00 a.m. and 4:00 p.m. ET on Saturday, except for legal holidays observed by the State), calculated on an annual calendar year basis. The Contractor shall measure telephone system availability monthly and report the results to the Department quarterly;

7.5.1b Performance Guarantee: The Offeror's quoted amount to be credited against the Monthly Administrative Fee for each .01 to 1.0% below the standard of ninety-nine and five-tenths percent (99.5%) (or the Offeror's proposed standard of ___%) that the Offeror's telephone line is not operational and available to Members and Providers during the Offeror's Call Center Hours, as calculated on a Calendar Year basis, is \$_____.

7.5.2 Customer Service Telephone Response Rate

7.5.2a Service Level Standard: The Plan'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 response time shall be measured monthly and reported to the Department quarterly;

7.5.2b Performance Guarantee: The Offeror's quoted amount to be credited against the Monthly Administrative Fee for each .01 to 1.0% below the standard of ninety percent (90%) (or the Offeror's proposed standard of __%) that incoming calls to the Offeror's customer service toll-free line that are not answered by a customer service representative within sixty (60) seconds, as calculated on a Calendar Year basis, is \$_____.

7.5.3 Telephone Abandonment Rate

7.5.3a Service Level Standard: The Plan's service level requires that the percentage of incoming calls 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 measured monthly and reported to the Department quarterly;

7.5.3b Performance Guarantee: The Offeror's quoted amount to be credited against the Monthly Administrative 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 standard of __%), as calculated on a Calendar Year basis, is \$_____.

7.5.4 Telephone Blockage Rate

7.5.4a Service Level Standard: The Plan'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 measured monthly and reported to the Department quarterly.

7.5.4b Performance Guarantee: The Offeror's quoted amount to be credited against the Monthly Administrative Fee 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 three percent (3%) (or the Offeror's proposed standard of ___%), as calculated on a Calendar Year basis, is \$_____.

7.6.0 Management Reports and Claims Files Guarantee and Credit Amount

7.6.1 Service Level Standard: The Plan's service level standard requires that accurate management reports and claim files, as specified in Section IV.B.6.a(3) of this RFP will be delivered to the Department no later than their respective due dates, inclusive of the date of receipt.

7.6.2 Performance Guarantee: The Offeror's quoted amount to be credited against the Offeror's Monthly Administrative Fee for each management report or claim file listed in Section IV.B.6.a.(3) 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.

7.7.0 Enrollee and Provider Communication Support and Credit Amount

7.7.1 Service Level Standard: The Contractor must accurately update the Plan's customized website within thirty (30) days of notification by the Department.

7.7.2 Performance Guarantee: The Contractor's quoted amount to be credited against the Monthly Administrative Fee for each calendar day in excess of the thirty (3) day standard that Plan benefit changes are not accurately updated to the Plan's customized website, is \$_____;

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 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 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 any additional information and documentation the DCS deems necessary to determine in its sole discretion whether an increase in the fee(s) or modification of the guarantees is warranted. If DCS determines an increase in the fee(s) or modification of the guarantees is warranted then DCS will modify the fee(s) to the extent DCS determines reasonable and necessary. The DCS may in its sole discretion modify guarantees it determines necessary to reflect 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 the Office of the State Comptroller. The Contractor shall implement changes as required by the DCS with or without final resolution of any fee proposal.

ARTICLE IX: PAYMENT FOR PLAN CLAIMS

- 9.1.0** The Contractor will bill the DCS on a monthly basis for Plan claims, including Participating Provider Laser Vision Correction Participating Provider and Enrollee submit claims. Payments will be electronically transferred to the Contractor upon approval by DCS and the Office of the State Comptroller.

- 9.2.0** The Contractor shall not charge to the Plan benefit payments in excess of the level of fees contained in the Schedule of Participating Provider Fees (Exhibit D), or the Schedule of Indemnity Reimbursement Fees (Exhibit F).
- 9.3.0** The level of benefits applicable to any Enrollee under the Agreement shall be in accordance with the Schedule of Participating Provider Fees and Schedule of Indemnity Reimbursement Fees, subject to the provisions and limitations of the Summary of Benefit Variances by Employee Group (Exhibit G).
- 9.4.0** All of the prices, terms, warranties and benefits granted by the Contractor herein are comparable to or better than the equivalent terms being offered by the Contractor to other customers using similar scope and volume of services. If, during the course of this Agreement, the Contractor enters into arrangements with any other customers providing benefits which are equal to or greater than those benefits to be provided under this Agreement at more favorable terms, this Agreement shall thereupon be deemed amended to provide the same to the DCS.

ARTICLE X: PAYMENT FOR MONTHLY ADMINISTRATIVE FEE AND COMMUNICATIONS FEE

- 10.1.0** The Contractor agrees that the following costs are not allowable and shall not be charged to the Plan as either a direct or formula expense: commissions, non-Plan advertising costs, capital expenditures for improvement or acquisition of facilities, entertainment costs, including social activities or cost of alcoholic beverages, costs of fund raising, costs for political activities, costs for attendance at conferences or meetings of professional organizations unless attendance is necessary in connection with the Plan and the Contractor receives prior written approval by the DCS and any costs related to or associated with the preparation and submission of a competitive proposal, including but not limited to the Proposal, Exhibit C.
- 10.2.0** The per Enrollee Monthly Administrative Fees for the Plan shall be paid in accordance with Exhibit E of this Agreement.
- 10.3.0** The DCS shall calculate the total Monthly Administrative Fees payable to the Contractor for each month by multiplying the per Monthly Administrative Fees as set forth in Exhibit E, by the number of contracts in force each month as reported by the New York State Benefit Eligibility and

Accounting System on the first Thursday of each month. The DCS shall furnish to the Contractor a written statement for each month showing the number of Plan contracts then in force.

- 10.4.0** The cost of the Contractor's communication plan, including but not limited to, developing, printing and mailing to Enrollees' homes, a Participating Provider directory and a Vision Plan Summary of Benefits booklet as described in Article VI, Paragraph 6.5.2, as well as distributing to the Health Benefit Administrator of each State Agency and Participating Employer, a quantity of Vision Plan Summary of Benefit booklets for the Plan sufficient to provide a copy to each newly eligible employee throughout the term of this Agreement, shall be borne by the Contractor and be included in the one-time Communications Fee.
- 10.5.0** The cost of developing, printing and mailing to Enrollees' homes notification of benefit modifications and any other communicational materials that may be required by DCS during the 5-year term of this Agreement are not included in the Monthly Administrative Fees or the one-time Communications Fee. Such required communications material must be approved in advance by DCS. The Contractor shall be reimbursed only for approved communications costs. All other communication expenses shall be the sole responsibility of the Contractor.

ARTICLE XI: ENROLLMENT INFORMATION AND RECORDS

- 11.1.0** The Contractor shall maintain records from which may be determined at all times the names of all Enrollees covered hereunder and the benefits in force for each such Enrollee together with the date when any coverage became effective and the effective date of any change in benefits.
- 11.2.0** The DCS shall transmit enrollment information provided by the Enrollee to the Contractor for the Plan in an electronic format through the New York State Benefit Eligibility and Accounting System, consistent with Section 6.6.0 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 Plan.
- 11.3.0** The DCS and the Enrollees shall furnish to the Contractor all information that the Contractor may reasonably require with regard to any matters pertaining to the enrollment of Enrollees under this Agreement. A person will not be entitled to or deprived of benefits under the Agreement due to clerical errors.

11.4.0 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 Monthly Administrative Fee as set forth under Article VIII of the Agreement.

ARTICLE XII: DATA SHARING AND OWNERSHIP

12.1.0 All claims and other data related to the Plan is the property of the State. Upon the request of the DCS, the Contractor shall share appropriate claims data with DCS 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 Enrollee, the Contractor shall not share, sell, release, or make the data available to third parties in any manner without the prior written consent of the DCS. The provision shall survive the expiration or termination of this Agreement.

ARTICLE XIII: REPORTS AND CLAIMS FILES

13.1.0 Semi-Annual Reports

13.1.1 Utilization Reports: The Contractor shall submit semi-annual utilization reports which detail Plan utilization by type of service and employee group for both Participating Provider and Indemnity claims, including services provided under the Occupational Vision Program and the Medical Exception Program, as well as referrals to the Laser Vision Correction Program. Additionally, for the Medical Exception Program, the Contractor must report the number of authorized services by medical condition and employee group. The reports are due sixty (60) days after the end of the reporting period.

13.1.2 Enrollee Satisfaction Survey Summary Reports: The Contractor shall submit Semi-Annual Enrollee Satisfaction Survey Summary Reports which summarize by employee group, the results of Enrollee satisfaction surveys designed to evaluate the level of Enrollee satisfaction with the Plan. The surveys should cover the quality of Participating Provider services and Plan materials (frames, glasses, and contacts), as well as satisfaction with customer service and administrative aspects of the Plan. The format of the reports is subject to NYS input and approval. The reports are due sixty (60) days after the end of the reporting period.

13.2.0 Quarterly Report

13.2.1 Quarterly Performance Guarantee Reports: The Contractor shall submit Quarterly Performance Guarantee reports which detail the Contractor's compliance with all the Performance Guarantees set forth in this Agreement. The reports should include the areas of customer service (telephone availability, response time, blockage rate, etc.), eyewear turnaround time, enrollment and Provider access. Statistical documentation of compliance should be included in these reports. The reports are due sixty (60) days after the end of the quarter.

13.2.2 Quarterly Participating Employer Payment Summary Report: The Contractor must submit a summary report of the payments made by the Contractor on behalf of each Participating Employer during the three previous months. This report will serve as the basis for Participating Employer billings, thus should include sufficient detailed claims data for a Participating Employer to verify that it was correctly billed for covered members. Similarly, the report should exclude amounts paid on behalf of direct pay Enrollees (i.e., COBRA). The report is due fifteen (15) days after the end of the calendar year quarter.

13.3.0 Monthly Reports

13.3.1 Monthly Claims File: The Offeror shall provide an Access database file containing the claims payment information for the month, in accordance with the specifications presented in Exhibit II.E of the RFP. The monthly file is due fifteen (15) Days after the end of the month.

13.3.2 Monthly Payment Summary: The Contractor shall submit on a monthly basis a summary of the claims that were processed for the month reported, issued and paid on behalf of the New York State Vision Plan. Such report shall separately identify claims for State employees from those of Participating Employers and include a summarized breakout by service type. This report shall serve as the billing to the New York State Vision Plan. The report is due ten (10) days after the end of the month being reported.

13.4.0 Ad Hoc Reports

13.4.1 Ad Hoc Reports: The Contractor shall be required to submit such reports and analyses as DCS deems necessary, in a format specified by the DCS. The frequency and due dates for such reports will be negotiated with the Contractor. Any ad hoc report which

will result in charges to the Plan requires written notification by the Contractor.
Charges requested by the Contractor will be negotiated on a case by case basis.

ARTICLE XIV: GRACE PERIOD

14.1.0 The Contractor shall grant the DCS a “Grace Period” for the payment of claims and Monthly Administrative Fees. The Grace Period shall be thirty (30) Days in duration commencing on the Due Date, which is the thirty days after receipt of an accurate invoice, as set forth in Article IX, Payments for Plan Claims and Article X, Payment for Monthly Administrative Fees and Communication Fee. During the Grace Period, Program Services provided under the Agreement shall continue in full force and effect. If the DCS gives written notice to the Contractor prior to the expiration of the Grace Period that the Agreement is to be terminated before the expiration of the Grace Period, the Agreement shall be terminated as of the date of receipt of such written notice by the Contractor or the date specified by the DCS for such termination, whichever date is later. DCS shall be liable for the payment of claims and Monthly Administration Fees accruing for the period of time such Agreement continues in force commencing with the last Due Date for which claims and Monthly Administration Fees has not been paid and ending with the date of termination.

14.2.0 Upon termination of this Agreement the DCS shall have the right to award a new contract to another Contractor.

ARTICLE XV: TRANSITION AND TERMINATION OF CONTRACT

15.1.0 The Contractor must commit to fully cooperate with the successor Contractor to ensure the timely, smooth transfer of information necessary to administer the Plan.

Amended March 29, 2011

15.1.1 The Contractor must within **ninety (90) Days of the end** of the contract term, or within forty-five (45) Days of notification of termination if the Agreement is terminated prior to the end of its term, whichever event occurs first, provide the DCS with a detailed written plan for transition which outlines, at a minimum, the tasks, milestones and deliverables associated with:

15.1.1a Transition of Plan data, history, report formats and unique information required for a smooth transition to a new Contractor;

15.1.1b Completion of all such services associated with claims incurred on or before the scheduled termination date of the Agreement.

15.2.0 Within fifteen (15) Business Days from receipt of the Transition Plan, the DCS 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 DCS.

15.3.0 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 DCS.

15.4.0 To ensure that the transition to a successor organization provides Enrollee's with uninterrupted access to their NYS Vision Plan benefits and associated customer services, and to enable the Department to effectively manage the Agreement, the Contractor is required to provide the following Contractor related obligations to the Program through the final financial settlement of the Agreement:

15.4.1 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 Participating Provider and Laser Vision Correction Provider claims and Enrollee Submit claims;

15.4.2 Complete all required reports in Article XIII "Reports";

15.4.3 Provide the Program with sufficient staffing in order to address State audit requests and reports in a timely manner;

15.4.4 Agree to fully cooperate with all the Department or Office of NYS Comptroller (OSC) audits consistent with the requirements of Appendices A and B;

15.4.5 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 XVI "Audit Authority";

15.4.6 Remit reimbursement due the Program within fifteen (15) Days upon final audit determination consistent with the process specified in Article XVI “Audit Authority,” and Appendix B; and

15.5.0 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.

15.6.0 If the selected Offeror does not meet all of the Transition Plan requirements, the selected Offeror **will permanently forfeit 100%** of all Monthly Administrative 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 Department.

ARTICLE XVI: AUDIT AUTHORITY

In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

16.1.0 The Contractor acknowledges that the DCS has the authority to conduct financial and performance audits of the Contractor’s delivery of Program services in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities;

16.2.0 Such audit activity may include, but not necessarily be limited to, the following activities:

16.2.1 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).

16.2.2 Comparison of the information in the Contractor's enrollment file to that on the enrollment reports issued to the Contractor by the DCS.

- 16.2.3** 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 20.00 - Reports, of this Agreement.
- 16.3.0** 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;
- 16.4.0** 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;
- 16.5.0** The Contractor shall, at the DCS' request, 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;
- 16.6.0** 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.
- 16.7.0** 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.
- 16.8.0** The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the NYS Comptroller 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 XVII: CONFIDENTIALITY

In addition to the Confidentiality terms specified in Appendices A and B to this Agreement, the following provisions also shall apply:

- 17.1.0** 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 of the Agreement, and for providing the DCS with material and information as may be specified elsewhere in this Agreement.
- 17.2.0** 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, no records may be otherwise used or released to any party other than the DCS by the Contractor, its officers, employees, agents, consultants or sub-contractors 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.
- 17.3.0** The Contractor, its officers, employees, agents, consultants and/or any key Sub-contractors 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 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.
- 17.4.0** The Contractor shall be responsible for assuring that any Agreement between the Contractor and any of its officers, employees, agents, consultants and/or key Sub-contractors contains a provision which strictly conforms to the various confidentiality provisions of this Agreement.
- 17.5.0** The Contractor shall promptly advise the DCS of all requests made to 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 or agents solely for the purpose of fulfilling the Contractor's obligations under this Agreement or as required by law.

ARTICLE XVIII: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

18.1.0 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.”

18.2.0 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 to the extent that such services extend beyond the NYSHIP OHCA or Empire Plan OHCA, 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.

18.3.0 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 or any instances of which it is aware in which the confidentiality of the information has been breached.

18.4.0 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.

18.5.0 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.

18.6.0 Breach Notification

18.6.1 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.

- 18.6.2 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) calendar days from the date of discovery:
- 18.6.2a** the date of the breach incident;
 - 18.6.2b** the date of the discovery of the breach;
 - 18.6.2c** a brief description of what happened;
 - 18.6.2d** a description of the types of unsecured PHI that were involved;
 - 18.6.2e** identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
 - 18.6.2f** 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
 - 18.6.2g** any other details necessary to complete an assessment of the risk of harm to the individual.
- 18.6.3** 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.
- 18.6.4** 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.
- 18.6.5** 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.
- 18.6.6** 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.

- 18.7.0 Associate's Agents:** The Contractor shall require all of its agents or sub-contractors 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.
- 18.8.0 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.
- 18.9.0 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 PHI into copies of such Department PHI maintained by the Contractor.
- 18.10.0 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.
- 18.11.0 Termination**
- 18.11.1** 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.
- 18.11.2 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.

18.12.0 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, 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.

18.13.0 Miscellaneous:

18.13.1 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.

18.13.2 Survival: The respective rights and obligations of Business Associate and Covered Entity set forth in this Business Associate Agreement shall survive termination of this Agreement.

18.13.3 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.

18.13.4 Interpretation: Any ambiguity in this Agreement shall be resolved to permit covered entities to comply with HIPAA.

ARTICLE XVIV: NOTICES

19.1.0 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

19.1.1 via certified or registered United States mail, return receipt requested;

19.1.2 by facsimile transmission;

19.1.3 by personal delivery;

19.1.4 by expedited delivery service; or

19.1.5 by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Civil Service

Name: Robert DuBois
Title: Director, Employee Benefits Division
Address: A.E. Smith Building, Albany, NY 12239
Telephone Number: 518-473-1977
Facsimile Number: 518-402-2835
E-Mail Address: Robert.DuBois@cs.state.ny.us

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

19.2.0 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.

19.3.0 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: C000XXX

Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all exact copies of this contract."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

Date: _____ By: _____

Name: _____

Title: _____

(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:
ATTORNEY GENERAL

Approved:
STATE COMPTROLLER

By: _____

By: _____

Date: _____

Date: _____

Exhibit A**BIDDER IS REQUIRED TO SIGN BOTH SECTIONS ON THIS PAGE****NYS Vision Plan****NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer "yes" or "no" to one or both of the following, as applicable):

(1) Have business operations in Northern Ireland.

Yes _____ or No _____

If yes:

(2) 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 _____

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder 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 bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

Exhibit B

PLACEHOLDER

the REQUEST FOR PROPOSAL entitled, “NYS VISION PLAN”

Exhibit C

PLACEHOLDER

CONTRACTOR'S PROPOSAL (TECHNICAL AND COST)

Amended March 29, 2011

Exhibit D

NYS Vision Plan

Schedule of Participating Provider Fees

Provider and laboratory fee schedules for each year of the five (5) year contract period beginning January 1, 2012, are as follows:

<u>Type of Service</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Examinations	\$ x	\$ x	\$ x	\$ x	\$ x
Examinations - Occupational	\$ x	\$ x	\$ x	\$ x	\$ x
Contact Lens Fitting and Dispensing	\$ x	\$ x	\$ x	\$ x	\$ x
Basic Frames	\$ x	\$ x	\$ x	\$ x	\$ x
Standard Frames	\$ x	\$ x	\$ x	\$ x	\$ x
Enhanced Frames	\$ x	\$ x	\$ x	\$ x	\$ x
Basic Plastic Single Vision Lenses	\$ x	\$ x	\$ x	\$ x	\$ x
Basic Plastic Bifocal Vision Lenses	\$ x	\$ x	\$ x	\$ x	\$ x
Basic Plastic Trifocal Vision Lenses	\$ x	\$ x	\$ x	\$ x	\$ x
Plastic Progressive Vision Lenses	\$ x	\$ x	\$ x	\$ x	\$ x
Contacts					
Conventional/Standard	\$ x	\$ x	\$ x	\$ x	\$ x
Disposable/Premium	\$ x	\$ x	\$ x	\$ x	\$ x
Lens options (in additional to base lens price)					
High Index	\$ x	\$ x	\$ x	\$ x	\$ x
Glass	\$ x	\$ x	\$ x	\$ x	\$ x
Ultraviolet Coating	\$ x	\$ x	\$ x	\$ x	\$ x
Photosensitive Glass	\$ x	\$ x	\$ x	\$ x	\$ x
Photosensitive Plastic	\$ x	\$ x	\$ x	\$ x	\$ x
Polycarbonate	\$ x	\$ x	\$ x	\$ x	\$ x
Tint	\$ x	\$ x	\$ x	\$ x	\$ x
Scratch resistant coating	\$ x	\$ x	\$ x	\$ x	\$ x
			\$ x	\$ x	\$ x
Laser Vision Correction (Per Eye)	\$ x	\$ x			
PRK	\$ x	\$ x	\$ x	\$ x	\$ x
Traditional Intralase	\$ x	\$ x	\$ x	\$ x	\$ x
Custom Intralase	\$ x	\$ x	\$ x	\$ x	\$ x
Custom Wavefront Lasik	\$ x	\$ x	\$ x	\$ x	\$ x

Note: Unit price quotes must be expressed in fixed dollar amounts.

Exhibit E

NYS Vision Plan

Schedule of Monthly Administrative Fee & Communications Fee

Monthly Administrative Fees for each year of the five year contract period beginning January 1, 2012, are as follows. The one-time Communications Fee will be paid upon completion of Summary Benefit Booklet distribution.

NYS Vision Plan Monthly Administrative Fee Per Enrollee					
	2012	2013	2014	2015	2016
<i>For all groups excluding GSEU</i>	\$x	\$x	\$x	\$x	\$x
<i>For GSEU only</i>	\$x	\$x	\$x	\$x	\$x
<i>Communications Fee</i>	\$xxxxx	N/A	N/A	N/A	N/A

Exhibit F

NYS Vision Plan

Schedule of Indemnity and Non-Plan Material Reimbursement Fees

The following is the Schedule of Indemnity Fees for the five (5) year contract period beginning January 1, 2012, for Enrollees who choose to receive care from a Non-Participating Provider, or receive Non-Plan benefits.

	ALESU	C82	GSEU	M/C & Unrep	NYSCOPBA	PEF	PBA-S	PBA-T	PIA
Examination	\$16	\$16	N/A	\$20	\$16	\$20	\$20	\$20	\$20
Frame	14	14	N/A	22	14	22	22	22	22
Single Vision Lenses	14	14	N/A	22	14	22	22	22	22
Bifocal Lenses	23	23	N/A	30	23	30	30	30	30
Trifocal Lenses	32	32	N/A	40	32	40	40	40	40
Cataract Lenses	35	35	N/A	35	35	35	35	35	35
Cataract Bifocals	35	35	N/A	35	35	35	35	35	35
Contact Lenses	184	184	N/A	40	184	40	184	184	184
Cataract Contact Lenses	184	184	N/A	40	184	40	184	184	184
Eye Exam & Contact Lenses	200	200	N/A	60	200	60	200	200	200

Note: An enrollee may receive a combination of reimbursements from one visit. For example, examination, lens and frame.

Exhibit G

PLACEHOLDER

SUMMARY OF BENEFIT VARIANCES BY EMPLOYEE GROUP

